



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
DECEMBER 18, 2024, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
DECEMBER 18, 2024, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. SPECIAL PRESENTATION - Presentation of a Naming Resolution to the Caldwell Family in recognition of their generous donation of real property to be dedicated as "Caldwell Meadow" - Rusty Moore at meeting

Attachment: [RESOLUTION Caldwell Meadow.pdf](#)

Attachment: [Caldwell Property Rendering 05-13-2024.pdf](#)

III. PUBLIC COMMENTS

IV. MINUTES - pg 8

Consideration of the minutes of the Regular Meeting of the Board of Commissioners, held November 20, 2024.

Attachment: [BoC Minutes November 20 2024.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

V. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 16

Attachment: [PW monthly report - November.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

B. Approve a one-year Contract Extension with Clean Earth Collections to provide brush and chipper services, totaling \$188,400 for 12 months, through November 30, 2025 - Nathan McVay pg 20

Attachment: [memo Brush and Chipper Extend Contract for 2025.pdf](#)

C. Approve a one-year Contract Extension with Sammie Gibbs Construction for Snow and Ice Removal through November 30, 2025, with services provided only as needed and not to exceed \$60,000 in the current fiscal year ending June 30, 2025 - Nathan McVay pg 24

Attachment: [memo Snow Ice Removal Extend Contract for 2025.pdf](#)

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VI. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Williams pg 34

Attachment: [PD Combined November Monthly Reports 2024.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

2. Approve the purchase of traffic safety and enforcement equipment, supported fully by an award from the Tennessee Highway Safety Office grant program, totaling \$10,136.00 from Applied Concepts, Inc., utilizing competitive pricing from state contract - Chief Williams pg 40

Attachment: [MEMO THSo Equipment.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

3. Approve a purchase of a speed sign, totaling \$3,285.62, from All Traffic Solutions, Inc. to be fully reimbursed by an award from the Tennessee Highway Safety Office grant program - Chief Williams pg 44

Attachment: [MEMO for Speed Sign 2024.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

4. Approve the purchase of three (3) police tablets, totaling \$10,200, from Route 1 under competitive pricing available through the city's membership in a national collaborative purchasing alliance (Omnia Partners) - Chuck Williams pg 48

Attachment: [MEMO for Getac Tablet3.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

B. Health and Sanitation

1. Monthly Reports - Nathan McVay pg 60

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

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [TN one call.pdf](#)

2. Approve the purchase of ten (10) grinder pumps, totaling \$17,440, from Straeffer Pump and Supply Inc. a sole-source regional distributor of Myers Pumps- Nathan McVay pg 66

Attachment: [Memo Straeffer pumps Dec 2024.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

3. Approve a Master Services Agreement with LDA Engineering for as-needed, general engineering consulting on the city's sewer collection system, subject to the City Attorney's review and approval of all terms and conditions - Jennifer Moody pg 70

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

Attachment: [Belle Meade MSA Owner Engineer 11.23.24.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

C. Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego pg 94

Attachment: [Building and Zoning Nov 2024 Report.pdf](#)

D. Waste Collection - No Matters

E.Beautification/ Landscape

- 1. Monthly report - Jennifer Moody at meeting**

F.City Communications and Technology - Jennifer Moody at meeting

VII.ADMINISTRATION

A.City Manager Reports - Jennifer Moody pg 100

Attachment: [CM resident contacts log.pdf](#)

Attachment: [2024 12 Memo Capital Projects.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Finance - Leigh Mills

- 1. Approval of Fiscal Year Ending June 30, 2024 Financial Audit Report - Leigh Mills - at meeting**

- 2. Approve a Bid Award and three-year Agreement for Municipal Audit Services with Crosslin, PLLC for fiscal years 2025, 2026 and 2027 - Leigh Mills pg 106**

Attachment: [Memo - Crosslin Audit - 2025 to 2027.pdf](#)

- 3. Financial Statements - October 2024 pg 122**

Attachment: [combined MONTHLY FINANCIAL STMT- GENERAL FUND OCT 24.pdf](#)

Attachment: [QUARTERLY FINANCIAL STMT-BEAUTIFICATION FUND- SEP 24.pdf](#)

Attachment: [QUARTERLY FINANCIAL STMT-STATE STREET AID- SEP 24.pdf](#)

- 4. Investment Schedules - November 2024 pg 134**

Attachment: [INVESTMENT SCHEDULE - CD LADDERING NOV 24.pdf](#)

Attachment: [INVESTMENT SCHEDULE - LGIP GENERAL FUND NOV 2024.pdf](#)

Attachment: [INVESTMENT SCHEDULE - LGIP SEWER FUND NOV 2024.pdf](#)

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- 5. Monthly Check Register - November 2024 pg 138**

Attachment: [Check Register - November 2024.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

- 6. Approval of Invoices Over \$5,000 pg 146**

1) SkyCop (1/2 system replacements)	\$73,575.00
2) Miller and Martin, PLLC (November)	\$5,000.00
3) Clean Earth Collections (December)	\$15,700.00
4) Landscape Services Inc. (November)	\$6,995.00
5) Landscape Services Inc. (December)	\$6,995.00
6) LDA Engineering (TDEC Grant - Sewer Project)	\$51,620.00
7) Franklin Disposal (January)	\$33,417.20
8) Wascon Inc	23,679.80

Attachment: [Invoices over 5 000 - November.pdf](#)

Attachment: [Franklin Disposal Inv.pdf](#)

Attachment: [Wauscon - added 1216.pdf](#)

B.Facilities - No Matters

C.Human Resources / Personnel - No Matters

VIII.LEGISLATION

IX.OTHER MATTERS

X.ADJOURN

The next scheduled meeting of the Board of Commissioners will be Wednesday, January 15, 2025 at Belle Meade City Hall 4705 Harding Pike Nashville, TN

**RESOLUTION 2024-06
A RESOLUTION NAMING DONATION PROPERTY AS
“CALDWELL MEADOW”**

WHEREAS, on June 9, 2022, the City of Belle Meade (“City”) received a generous gift of valuable real property from Wentworth Caldwell, Jr. and wife, Barry M. Caldwell (“the Caldwells”) (hereinafter “the Property”); and

WHEREAS, the proposed use of the Property, some 2.89 acres, which lies within the boundaries of the City, will be for green or open space or possible future assemblage with other adjacent tracts for these and other public purposes as determined by the Board of Commissioners within their sound and sole discretion; and

WHEREAS, the Property is a “legacy property” and will forever be part of the history of Belle Meade; and

WHEREAS, the Board of Commissioners wishes with this Resolution to name the land as the “Caldwell Meadow” recognizing the Caldwells for this exemplary act of generosity and for their long years of civic commitment.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE
CITY OF BELLE MEADE TENNESSEE THAT:**

Wentworth Caldwell, Jr. and Barry M. Caldwell are officially recognized and honored for their generosity and dedication to the City and that this Resolution shall be presented to the Caldwells in a public ceremony and become a permanent record of the City.

This resolution shall take effect from and after its passage, the general welfare of the City of Belle Meade, Tennessee requiring it.

Date of Adoption:

Mayor Rusty Moore

City Recorder Rusty Terry





**MINUTES
BOARD OF COMMISSIONERS – BOARD OF COMMISSIONERS
NOVEMBER 20, 2024, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

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

Commissioners Present

Mayor Rusty Moore
Vice Mayor Haley Dale
Louise Bryan
Neal Clayton
Marty Dickens

Staff Present

City Manager Jennifer Moody
Chief of Police Chuck Williams
Public Works Director Nathan McVay
Finance Director Leigh Mills
Planning Director Mary Samaniego
City Recorder Rusty Terry
City Attorney Doug Berry

PLEDGE OF ALLEGIANCE - Led by Mayor Moore

COMMISSIONERS' OATH OF OFFICE

Re-Elected Commissioner Haley Dale and newly elected Commissioner Tom Starkey were sworn into office by City Recorder Rusty Terry.

Mayor Moore thanked outgoing Commissioner Marty Dickens for his service, following a standing ovation, Dickens offered farewell comments.

Commissioner Dickens stepped off the dais and Commissioner Tom Starkey joined the commissioners on the dais.

ELECTION OF MAYOR BY BOARD OF COMMISSIONERS

Commissioner Haley Dale nominated Mayor Rusty Moore to continue as Mayor, the nomination was seconded by Commissioner Louise Bryan

Vote: All aye

APPOINTMENT OF VICE MAYOR

Commissioner Neal Clayton nominated Commissioner Haley Dale to continue service as Vice Mayor, the nomination was seconded by Commissioner Louise Bryan

Vote: All aye

Mayor Moore recognized former Belle Meade Mayor Peggy Warner, and a moment of silence was observed in her honor.

PUBLIC COMMENTS

Metro Nashville Councilman Thom Druffel provided updates on the council's recent activities, answering questions from the board.

MINUTES

Consideration of the minutes of the Regular Meeting of the Board of Commissioners, held October 16, 2024

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

PUBLIC WORKS

Monthly Reports - Nathan McVay

There were no questions on the reports.

Vice Mayor Dale suggested that Public Works keep a time record of what is spent on different work items, such as sewer, stormwater, building maintenance etc.

Update on Belle Meade Boulevard Signage - Nathan McVay

Public Works Director provided an update, as requested at the previous meeting, on the number of signs on Belle Meade Boulevard.

Currently 54 sign posts, 92 individual signs on the posts.

A discussion ensued on what can be removed and the appropriate timing.

Approve a Bid Award and authorize a Contract with Jarvis Award, Sign and Flag Co., not to exceed \$87,640.00, for the Belle Meade Street Sign Upgrade project - Nathan McVay

Public Works Director McVay reviewed the bids, recommending Jarvis Award, Sign and Flag Company to be awarded the contract.

Motion to approve: Dale Second: Clayton

Vote: All aye

Approve emergency purchase of tree removal services, totaling \$3,848.00,

from Bartlett Tree Experts for a dead tree on Park Hill Drive - Nathan McVay

Public Works Director McVay explained the need for the emergency tree removal service, recommending Bartlett Tree Experts be awarded the contract.

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

Approve street maintenance and roadway repair expenditures, totaling \$5,640.00, with Gibbs Brothers Construction - Nathan McVay

Public Works Director McVay reviewed the need for the repairs, recommending Gibbs Brothers Construction be awarded the project.

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

CITY SERVICES**Public Safety****Introduction of new patrol officer Tim Bailey - Chief Williams**

Chief Williams provided a biography on Officer Tim Bailey, noting he was not present for the meeting as his mother had passed away that morning.

Monthly Reports - Chief Williams

There were no questions on the reports.

Approve annual subscription, totaling \$12,730.00, with StarChase for continued support of the Starchase (GPS live tracing darts) by the Police Department - Chief Williams

Chief Williams reviewed the StarChase purchase and the need for the annual subscription.

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

Health and Sanitation**Monthly Reports - Nathan McVay**

Public Works Director provided an update on the Asset Management project by LDA.

There were no questions on the report.

Building/Zoning/Planning

Monthly Reports - Mary Samaniego

Mayor Moore offered a thank you to Planning Director Mary Samaniego and City Attorney for the procedural training for members of the Board of Zoning, Historic Zoning Commission and Planning Commission.

Planning Director Samaniego reviewed the monthly reports as submitted.

Commissioner Bryan inquired about oversight on projects, which was answered by Samaniego.

Vice Mayor Dale inquired about the inspection process which was addressed by Samaniego.

Vice Mayor Dale inquired about an item on the Property Maintenance Report and the process on the violation of not submitting As Builts; Samaniego explained the process noting that the As Builts had been submitted for that property and were currently under review and the process was working.

Waste Collection - No Matters**Beautification/ Landscape****Monthly report**

Beautification co-chairman Chip Wilkison introduced himself adding his co-chair Lesley Lynch had stepped in as Laura Katherine Wood had stepped back.

Wilkison stated that he would be meeting with staff to determine the role the committee is to serve in for the city as they move forward.

Commissioner Bryan asked about the deer statue for the Deer Park Pocket Park; Wilkison deferred to City Manager Jennifer Moody.

A brief discussion ensued.

Approve Bid Award and authorize a Contract with Landscape Service Inc. for land clearing and mulching at Caldwell Meadow, total lump sum expense of \$8,950.00 - Jennifer Moody

City Manager Jennifer Moody reviewed the proposals for the project and the reason for the recommended contract.

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

Consider approval of donations, valued at \$5,000, to improve green space along Deer Park Circle known as the "Deer Park Pocket Park" with a bronze mother doe and baby deer statue set - Jennifer Moody

City Manager Jennifer Moody reviewed the plans as submitted for the Deer Park

Pocket Park.

A discussion ensued on placement, securing and items that are located there to be removed.

Motion to approve the project and that city staff be consulted on installation: Dale Second: Clayton Vote: All aye

City Communications and Technology

Chief Williams provided an update on the Neighborhood Watch Program and plans for the program moving forward.

ADMINISTRATION

City Manager Reports - Jennifer Moody

City Manager Jennifer Moody reviewed ongoing capital projects as submitted, answering questions about the projects as asked by the commissioners.

Commissioner Tom Starkey inquired about funds the City of Belle Meade would receive after the transportation referendum and would building sidewalks be an issue.

- City Manager Moody said that she would reach out to Metro Council Member Thom Druffel to answer questions as to how the referendum passage would affect Belle Meade.
- Mayor Moore stated he believed that what Belle Meade would see would be improvement of the function of traffic lights on the Harding Pike/West End corridor.
- Commissioner Bryan stated that the City of Belle Meade would not be getting any money.
- City Manager Moody stated that is correct.

A discussion ensued.

City Manager Moody in response to the issue of building sidewalks stating that stimulus money that has to be obligated by the end of the current calendar year and spent and closed out by the end of 2026 does affect project, not just for Belle Meade, but it is a nationwide issue. Adding that the current sidewalk project with TDOT is two to three years from completion.

Finance - Leigh Mills

Financial Statements - September 2024

Finance Director Mills reviewed the September 2024 financial reports,

Investment Schedules - October 2024

Finance Director Mills reviewed the October 2024 Investment Schedules.

Monthly Check Register - September 2024

Finance Director Mills reviewed the check register, which has been added to the agenda packet, noting that the back-up information for each payment would be available beginning at the next meeting.

City Manager Moody stated that she is working with City Attorney Berry in the hopes that the commissioners will adopt this as a new practice to receive the monthly check register with the financial reports which lists every check written the prior month, in place of the practice of only approving invoices over \$5,000. Moody added that it is an odd threshold and it is internally causing a delay on paying city vendors.

Approval of Invoices Over \$5,000

- | | |
|---|-------------|
| 1. BSA TROOP 6 (Holiday Wreaths - Beautification Fund) | \$6,498.00 |
| 2. CEC (October engineering reviews) | \$7,346.22 |
| 3. Clean Earth Collections LLC (November brush/chipper) | \$15,700.00 |
| 4. Kraft CPAs PLLC (Annual Audit) | \$10,200.00 |
| 5. Landscape Services Inc. (Fall Plantings - Beautification Fund) | \$15,663.38 |
| 6. Local Government Corp. (NextGen Property Tax Software) | \$7,141.30 |
| 7. Mixed Drink Tax Distribution (50% of monthly receipts) | \$6,842.50 |
| 8. Miller and Martin (October bill) | \$5,000.00 |
| 9. Starchase (Annual Subscription) | \$12,730.00 |
| 10. Straeffer Pump and Supply, Inc. (Myers Pumps - Sewer Fund) | \$17,440.00 |
| 11. Wascon, Inc. (E/One Pumps - Sewer Fund) | \$8,059.04 |
| 12. Wascon, Inc. (E/One Pumps - Sewer Fund) | \$8,059.04 |
| 13. Wex (September Fuel) | \$5,242.09 |
| 14. Wex (October Fuel) | \$5,407.54 |
| 15. Franklin Disposal (December service) | \$33,417.20 |
- Motion to approve: Dale Second: Clayton Vote: Al aye

Facilities - No Matters

Human Resources / Personnel - No Matters

LEGISLATION

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 2nd and final reading - Doug Berry

City Attorney Doug Berry reviewed the ordinance which passed on first reading at the October meeting.

Berry addressed questions asked by the commissioners.

A discussion ensued following more questions.

City Manager Jennifer Moody provided additional information as it relates to the No Solicitation List.

City Recorder Rusty Terry provided details about the current process.

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

OTHER MATTERS

Adopt Board of Commissioners Regular Meeting Calendar for 2025 - Jennifer Moody

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

The meeting adjourned at 6:06 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

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City of Belle Meade - Public Works Department Activity Report

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Department
11/1/2024	Cut a large limb out of the road.		509	Park Center		Nathan & Dylan	Completed	Streets
11/1/2024	Straightened a speed limit sign.			Belle Meade Blvd.		Dylan	Completed	Streets
11/4/2024	Put all of the flags up for Veterans Day.			Belle Meade Blvd.		Nathan & Dylan	Completed	Beautification
11/4/2024	Measured a tree to make sure it was not in the right of way.			Belle Meade Blvd.		Nathan & Dylan	Completed	Streets
11/5/2024	Fixed a flag that came unhooked.			Belle Meade Blvd.		Nathan & Dylan	Completed	Beautification
11/6/2024	Checked on some trees blocking the view pulling out of a drive way.		605	Belle Meade Blvd.		Nathan & Dylan	Completed	Streets

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Department
11/8/2024	Picked up 8 tires from NTB for the police department.			NTB		Dylan	Completed	Police Dept.
11/11/2024	Replaced the "Left turn" sign.			Belle Meade Blvd. / Harding		Dylan	Completed	Streets
11/11/2024	Got a count on all of the signs and sign post.			Belle Meade Blvd.		Nathan & Dylan	Completed	Streets
11/11/2024	Plugged a ladys tire in front of the shop.			Maintenance Shop		Nathan	Completed	Public Works
11/13/2024	Replaced the microwave in the kitchen.			City Hall		Nathan & Dylan	Completed	Maintenance
11/18/2024	Restocked the paper products.			City Hall		Dylan	Completed	Maintenance
11/20/2024	Removed the flags from the Blvd.			Belle Meade Blvd.		Nathan & Dylan	Completed	Beautification

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Department
11/21/2024	Patched a few holes in the wall.			City Hall		Nathan & Dylan	Completed	Maintenance
11/25/2024	Went to Coopertown PD to pick up a message board for the Blvd Bolt.			Coopertown PD		Nathan & Dylan	Completed	Police Dept.
11/25/2024	Patched a few potholes.			Belle Meade Blvd.		Nathan & Dylan	Completed	Streets
11/26/2024	Picked up trash in the islands.			Belle Meade Blvd.		Dylan	Completed	Beautification
11/26/2024	Straightened a few signs.			Belle Meade Blvd.		Dylan	Completed	Streets
11/27/2024	Picked up recycling cans from Lowes.			Lowes		Dylan	Completed	Public Works

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay, Public Works Director
Date: December 18, 2024
Re: 1-year Contact Extension
Brush and Chipper Contract with Clean Earth Collections

BACKGROUND

Clean Earth Collections has been providing brush and chipper services for the City of Belle Meade for the past 2 years under a 2-year contract. The terms of the agreement provides for optional two, one-year contact extensions.

Currently, the City has paid a monthly lump sum fee of \$15,700. Upon extension, there would be no changes to the contract terms and Clean Earth Collections has agreed to extend their prices for this additional year.

The Board is recommended to approve the contract extension for a term beginning December 1, 2024 and ending November 30, 2025.

RECOMMENDATION

The Board is recommended to approve a one-year optional Contract extension for Brush Collection and Chipper Services with Clean Earth Collections through November 30, 2025.

FISCAL IMPACT

The services are budgeted to support these services in the FY 2025 General Fund Budget for Waste Collection – Brush Collection/Chipper, Tree Work, Account No. 110-43230-269.

ATTACHMENTS

Extension Agreement, 2022-2024 Contract, COI, and Contractors Certification Form



Belle Meade

T E N N E S S E E

COMMISSIONERS:
Rusty Moore, *Mayor*
Haley Dale, *Vice Mayor*
Louise Bryan
Neal Clayton
Marty Dickens

November 20, 2024

Jonathan Cummings
Clean Earth Collections
P.O. Box 217
Pegram, TN 37143
Jonathan.Cummings3@gmail.com

Dear Mr. Cummings:

I intend to recommend to the Board of Commissioners, at their monthly meeting to be held on December 18, 2024, that we extend the Brush and Chipper Contract with your company for one year at the monthly lump sum price, \$15,700. Other than the new beginning and ending dates of service, there would be no changes to the contract document. The newly extended Contract will commence on December 1, 2024 and terminate on November 30, 2025.

Please sign and date this letter to indicate acceptance of the Contract extension and please provide an updated copy of your certificate of insurance. Please return one copy of each to me by email – jmoody@citybellemeadetn.org or by postal mail. Thank you and we look forward to working with the Clean Earth team for another year!

Jonathan Cummings
Signature

Signature, City Manager

Jonathan Cummings
Print Name
Clean Earth Collections

Jennifer Moody
Print Name
City of Belle Meade

11/25/2024
Date

November 20, 2024
Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SouthPoint Risk 992 Davidson Dr Suite 108 Nashville TN 37205	CONTACT NAME: Maggie Florek PHONE (A/C, No, Ext): (615) 356-3212 FAX (A/C, No): (615) 356-5915 E-MAIL ADDRESS: mflorek@southpoinrisk.com INSURER(S) AFFORDING COVERAGE INSURER A: PinnaclePoint Insurance Company INSURER B: Auto Owners Insurance INSURER C: Cincinnati Specialty Underwriters INSURER D: INSURER E: INSURER F:
INSURED Clean Earth Collections, LLC c/o Jonathan Cummings PO Box 217 Pegram TN 37143	NAIC # 15137

COVERAGES
CERTIFICATE NUMBER: 24-25

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY			CSU0243483	11/12/2024	11/12/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WCP7007625	11/09/2024	11/09/2025	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Rented Equipment			236019-0356570-24	10/04/2024	10/04/2025	Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

City of Belle Meade 4705 Harding Road Nashville TN 37205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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**CITY OF BELLE MEADE
CONTRACTOR CERTIFICATION**

Date: November 20, 2024

To: Clean Earth Collections, LLC
P. O. Box 217
Pegram, TN 37143

**2022 - 2024 CHIPPER SERVICE, BRUSH & LEAF COLLECTION CONTRACT:
CONTRACT EXTENSION FOR 12/01/2024 – 11/30/2025**

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Section 12-4-101 (a) and (b), which provide in part that "it is unlawful for any...person whose duty it is to...overlook or in any manner to superintend any work or any contract in which" the City "shall or may be interested" to be directly or indirectly interested in such contract. Accordingly, it will be a violation of the law of the state and the policies of the City of Belle Meade for any employee of the City to participate in any manner in the performance of this contract or to share in the proceeds of the same. In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: _____ Date: November 20, 2024
Rusty Moore, Mayor

CLEAN EARTH COLLECTIONS, LLC, (Contractor), certifies that its representative understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

By: Jonathan Cummings Date: 11/25/2024
(Contractor's Representative)

Jonathan Cummings
Print name of Representative

2022-2024 Chipper Service, Brush & Leaf Collection Contract, City of Belle Meade



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: December 18, 2024
Re: 1-year Contact Extension
Snow and Ice Removal Contract with Sammie Gibbs Construction

BACKGROUND

Sammie Gibbs Construction has been the City's contractor for snow and ice removal since 2008. Competitive, sealed bids were solicited in 2022 and they were awarded a two-year contract, for 2022-2024, with the option of two 1-year extensions. The initial contract term is set for renewal on 11/30/2024.

Sammie Gibbs Construction has agreed to honor the prices as shown on the bid form submitted in 2022 and has agreed to no other changes to the contract terms. The Board is recommended to approve the contract extension for a term beginning December 1, 2024 and ending November 30, 2025.

RECOMMENDATION

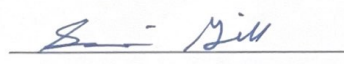
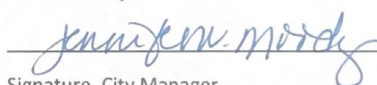
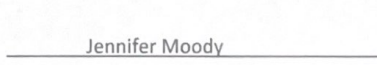
The Board is recommended to approve a one-year optional Contract extension for Snow and Ice Removal Services with Sammie Gibbs Construction through November 30, 2025.

FISCAL IMPACT

The services are only used as needed and \$60,000 has been budgeted to support these services in the FY 2025 General Fund Budget for Public Works – Repair and Maintenance – Other, Account No. 110-43100-269.

ATTACHMENTS

Extension Agreement, Contractors Certification Form, 2022-2024 Contract, and COI

		CITY OF Belle Meade TENNESSEE
		COMMISSIONERS: Rusty Moore, Mayor Haley Dale, Vice Mayor Louise Bryan Neal Clayton Marty Dickens
November 18, 2024		
Sammie Gibbs Construction 3335 Highway 49 East Charlotte, TN 370366		
Dear Mr. Sammie Gibbs:		
I intend to recommend to the Board of Commissioners, at their monthly meeting to be held on December 18, 2024, that we extend the Snow and Ice Removal Contract with your company for one year at the prices shown on the 2022 – 20224 Contract Bid Form. Other than the new beginning and ending dates of service, there would be no changes to the contract document. The newly extended Contract will commence on December 1, 2024 and terminate on November 30, 2025.		
Please sign and date this letter to indicate acceptance of the Contract extension and, upon expiration of the current certificate, please provide an updated copy of your certificate of insurance. Please return one copy of each to me by email – jmoody@citybellemeadetn.org or by postal mail. Thank you and we look forward to working with the Gibbs team for another year!		
		
Signature	Signature, City Manager	
		
Print Name	Print Name	
Sammie Gibbs Construction	City of Belle Meade	
		
Date	Date	
4705 HARDING ROAD · NASHVILLE, TENNESSEE 37205 · 615-297-6041 · FAX 615-297-0255		



CONTRACTOR CERTIFICATION

Date: November 20, 2024

To: Contractor Name – **Sammie Gibbs Construction**

Address – **3335 Highway 49 East**

City, State – **Charlotte, TN 37036**

2022 – 2024 Snow & Ice Removal Contract - Extension for 12/1/2024 – 11/30/2025

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Section 12-4-101 (a) and (b), which provide in part that "it is unlawful for any...person whose duty it is to...overlook or in any manner to superintend any work or any contract in which" the City "shall or may be interested" to be directly or indirectly interested in such contract. Accordingly, it will be a violation of the law of the state and the policies of the City of Belle Meade for any employee of the City to participate in any manner in the performance of this contract or to share in the proceeds of the same. In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: _____
Mayor Rusty Moore

Date: _____

Sammie Gibbs Construction (Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

By: *Sammie Gibbs*
(Contractor's Representative)

Date: 11/18/2024

Sammie Gibbs
Print name of Contractor's Representative

2022-2024 Snow & Ice Removal Contract

**CONTRACT FOR SNOW AND ICE REMOVAL
IN THE CITY OF BELLE MEADE
BEGINNING DECEMBER 1, 2022 AND ENDING NOVEMBER 30, 2024**

THIS CONTRACT is made and entered into this 22nd of November 2022, by and between the City of Belle Meade, Tennessee (the "City"), and Sammie Gibbs Construction, a proprietorship located in the City of Charlotte, Tennessee (the "Contractor").

WHEREAS, the City of Belle Meade ("the City") provides as a public service to its residents, the clearing of snow and ice and salting of roads.

1. Sammie Gibbs Construction, ("the Contractor"), will provide street salting and snow and ice removal services to the City of Belle Meade as often as deemed necessary by the Director of Public Works. These services will be provided and billed according to the rate schedule proposed by the contractor and approved by the City Board of Commissioners.

2. The Contractor agrees that these services shall be provided in compliance with all laws, ordinances and regulations of the United States, State of Tennessee, Metropolitan Government of Nashville and Davidson County, and the City, now or hereafter in effect during the term of this contract.

3. The Contractor shall keep a sufficient number of full time employed personnel satisfactory to the City for carrying out its duties.

(a) The Contractor shall assign a qualified person or persons to be in charge of this operation in the City and shall assign a permanent dependable crew. Contractor shall give the name or names to the City with information regarding their experience.

(b) Each driver shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

(c) The City may require the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

(d) The Contractor shall provide operating and safety training for all personnel.

(e) No person shall be denied employment by the Contractor for reasons of age, race, sex, creed or religion or national origin.

(f) The City may require fingerprinting of Contractor's employees.

4. The Contractor shall maintain its equipment in operable condition and suitable capacity (at the City's sole discretion) available to the City at all times during the terms of this agreement.

5. The contractor is expected to use caution and to observe all traffic laws during snow and ice removal operations. However, it is not the intent of the City to require the

2022-2024 Snow & Ice Removal Contract

contractor to continue operations when it would be unsafe. Agreement to cease operations due to unsafe conditions will be determined jointly by the contractor and Director and/or Assistant Director of Public Works.

6. Contractor shall be required to satisfy the City Manager that they have adequate equipment and experience to perform the contract. At a minimum, Contractor must certify that he has back-up equipment to replace the equipment normally used to perform the contract.

7. The Contractor, being located at 3335 Highway 49 East, Charlotte, TN 37036 and being represented by Mr. Sammie Gibbs, will be accessible by the City at any hour on any day at (phone number)(615)789-4524 and/or fax number (615)789-0025

8. All equipment used by the Contractor for the removal of ice and snow and applying salt shall comply with all specifications and requirements of the Federal, State, Metro and Belle Meade Governments or any other entity, which has jurisdiction thereover.

9. Payment – Snow and ice removal services will be provided and billed according to the rate schedule proposed by the contractor and approved by the City Board of Commissioners. Payment will be made within thirty (30) days or less after submission by the Contractor of an itemized billing to the City Manager.

10. Escalation / De-Escalation – Prices quoted shall be firm for one (1) year following the effective date of the Contract. Requests for price changes after the firm price period may be submitted IN WRITING to the City Manager. Any increase will be based on the Contractor's actual cost increase only, as evidenced by written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain certifiable data establishing or supporting the general industry-wide nature of the change.

At the option of the City, (1) the request may be granted, (2) the Contract may be cancelled and awarded to the next lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the original Invitation To Bid, (3) the Contract may be cancelled and the commodity/service may be re-advertised and bid, or (4) continue the Contract without any change.

The City will accept or reject all such written requests within thirty(30) days of the date of receipt. If approved, the City will notify the Contractor of the date the increase/decrease will be effective. Contractors must honor all purchase orders dated up to thirty (30) days subsequent to the price change request at the original price.

11. It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily or files a bankruptcy petition, then this Contract may be terminated at any time by the City.

12. The Contractor will defend, indemnify, save harmless, and protect the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims demands, damages, costs, expenses, and attorneys' fees resulting from injury to person or damage to property arising out of work done in the performance of this Contract. The City reserves the right to retain counsel of its choice at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

2022-2024 Snow & Ice Removal Contract

13. Indemnity and Insurance Requirements – It is specifically understood and agreed between the parties that the Contractor shall indemnify City, defend and save it harmless against any and all claims, causes of action and/or suits which may be presented or brought, arising out of the conduct of the Contractor or any of its employees, servants or agents or subcontractors, in the performance of this agreement. In furtherance of this agreement for indemnity, but not by way of limitation thereof, Contractor shall obtain and keep in effect during the term hereof, and any extension, at his own expense, policies of insurance, indemnifying itself, and the City against all claims, causes of action and other liabilities or whatsoever kind and nature arising out of, or in any way connected with its activities pursuant to this contract, such insurance to cover:

- Workers Compensation benefits as required under the statutory limits for the State of Tennessee,
- General Liability to include damages for Bodily Injury, Property Damage, and Personal Injury in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) annual aggregate.
- Automobile Liability to include owned, hired, and non-owned motor vehicles in the amount of one million dollars (\$1,000,000) per occurrence.

IN ADDITION to Insurance Certificates for the above coverages, an ENDORSEMENT NAMING THE CITY OF BELLE MEADE AS AN ADDITIONAL INSURED is required for the Liability and Automobile coverages.

14. Delays and Damages - If the Contractor refuses or fails to do the work with such diligence as will ensure its completion within the time specified herein, the City may terminate his right to proceed. In such event, the City may require the Surety to fully perform and complete the work in the manner required by the performance bond or the City may take over the work and do it by Contract or otherwise and the Contractor and his surety shall be liable to the City for any excess cost.

15. Disposal Site – Contractor agrees to dispose of all materials collected and transported by it pursuant to this agreement in a proper and lawful manner in accordance with any and all governmental requirements.

16. Assignment – This Contract shall not be assigned by the Contractor, except upon the express prior written consent of the City.

17. Terms and Renewal Option - The term of the contract shall be for two (2) years beginning December 1, 2022. After completion of the initial contract period on November 30, 2024, the contract may be renewed for a period not to exceed one (1) year per renewal up to two (2) years upon written confirmation from the City and the Contractor.

18. The City has a right to cancel this contract upon thirty (30) days written notice for failure of bidder to properly perform the duties herein.

19. It is the intention and agreement of the parties of this Contract that all legal provisions of law that are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted or is not inserted in proper form, upon the application of either party, the Contract shall be amended so as to strictly comply with the law without prejudice to the right of either party hereunder.

2022-2024 Snow & Ice Removal Contract

This contract along with Instructions to Bidders, Contract Bid Form, Bidders Qualification Form, Personnel Qualification Form, Equipment Inventory, Affidavit of Interest, Population and Residences Services, Iran Divestment Act Certification, Performance, Labor and Material Bond (if applicable) and Contractor Certification per TCA 12-104-101 (a) and (b), constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. All the aforementioned documents are hereby incorporated by reference into this Contract and become a part hereof as though fully set out herein.

EQUIPMENT

The Contractor must start this contract with equipment that is in excellent working condition.

Equipment to be utilized:

Makes: (1) Chevrolet 3500	(2) Chevrolet 1500	(3) Chevrolet 2500
Model Silverado 1-ton	Silverado	Silverado
Unit # SG-03	SG-11	SG-14
Year: 2015	2019	2015

Makes: (4) Case Backhoe	(5) Volvo Grader	(6) _____
Model 580 SN	930B	
Unit # N/A	N/A	
Year: 2018	2013	

CITY

The City will provide Contractor with designated individuals, typically the Director or Assistant Director of Public Works, who will help coordinate snow and ice removal and salting of the streets, verify that work has been completed as scheduled, and handle problems that may arise in areas of the City's responsibilities. The City will furnish the Contractor with a list of roads and a City map.

INVOICING

Contractor will submit an itemized invoice to the City showing services rendered. The City will make payment within thirty (30) days or less after receipt.

The contract represents the entire agreement between the City and the Contractor. Both parties reserve the right to add additional streets, parking lots, etc., to this agreement upon the written consent of each party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and date first above written.

THE CITY OF BELLE MEADE

By: _____

Print Name Rusty Moore

Title: MAYOR

SAMMIE GIBBS CONSTRUCTION

By: _____

Print Name

Title: _____

2022-2024 Snow & Ice Removal Contract



CONTRACTOR CERTIFICATION

Date: November 21, 2022

To: Contractor Name – Sammie Gibbs Construction

Address – 3335 Highway 49 East

City, State – Charlotte, TN 37036

Contract Name/description: **2022 – 2024 Snow & Ice Removal Contract**

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Section 12-4-101 (a) and (b), which provide in part that "it is unlawful for any...person whose duty it is to...overlook or in any manner to superintend any work or any contract in which" the City "shall or may be interested" to be directly or indirectly interested in such contract. Accordingly, it will be a violation of the law of the state and the policies of the City of Belle Meade for any employee of the City to participate in any manner in the performance of this contract or to share in the proceeds of the same. In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: [Signature]
Mayor Rusty Moore

Date: 11-22-22

Sammie Gibbs Construction (Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

By: [Signature]
(Contractor's Representative)

Date: 12-12-2022

Sammie Gibbs
Print name of Contractor's Representative

2022-2024 Snow & Ice Removal Contract



GIBBS08

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morrison & Fuson Ins Agy, Inc 104 Church Street Dickson, TN 37055 Stephanie Fuson Scott		CONTACT Jennifer Sesler PHONE (A/C, No, Ext): 615-446-8087 E-MAIL: jsesler@fusonins.com ADDRESS:		FAX (A/C, No): 615-446-4617
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: FCCI Insurance Group		10178
INSURED Sammie Gibbs Construction 3335 Hwy 49 East Charlotte, TN 37036		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPP100041111	04/02/2024	04/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CA100012918	04/02/2024	04/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000		UMB100024857	04/02/2024	04/02/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N / A	WC0100068744	04/02/2024	04/02/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors E&O		CPP100041111	04/02/2024	04/02/2025	Each Occ 100,000 Aggregate 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITYBEL City of Belle Meade Davidson County, Tennessee 4705 Harding Road Nashville, TN 37205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephanie Fuson Scott

ACORD 25 (2016/03)

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

Call Type	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
Alarms	32	41	26	39	29	30	27
Arrests	6	5	6	4	3	2	2
Burglary	0	0	0	0	0	0	0
Citations Issued	460	317	330	356	390	393	422
Community Contacts	337	291	326	341	306	318	312
Fingerprint Customers	23	22	29	25	48	24	30
House Checks	756	1,109	1,464	804	861	837	615
LPR Camera Hits	9	3	6	8	4	3	4
Non-Residential Checks	885	896	883	911	885	907	776
Reports Taken	47	24	26	22	15	29	18
Theft of Property	1	3	5	0	2	2	0
Traffic Crashes	6	5	5	7	9	8	7
Total Patrol Miles	9,387	8,030	8,606	8,486	8,033	8,255	7,388
P.D. Monthly Revenue	\$23,643.35	\$23,918.61	\$21,454.20	\$24,520.25	\$23,572.21	\$22,278.61	\$24,071.25

Belle Meade Police Department
Monthly Statistics

November 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
Bailey		3	2	1	10									60
Bowker	10				7		1	1				6	16	295
Cloxtan	12	15	14	8	7							46	126	640
Cortier														
Donegan	16	3	5	5	4							123	126	851
Doty	21	16	16	5	8	3						79		747
Dunn														
Germany		42	53	25	32		2							217
Norris	4	41	32	12	3							43	70	504
Parrish	10	8	7	4								55	88	378
Read	29	150	91	34	164	5	1	1		6		81	79	821
Roark	13	95	81	82	60	1				15		50	40	950
Samol	18	20	11	2	2	7			2			73	135	932
Scarborough	20	21	18	6		1	1			6		49	48	657
Wright	8	8	8	4	15	1				3		10	48	336
Yokley														
Totals:	161	422	338	188	312	18	5	2	2	30	0	615	776	7,388

LPR/StarChase Report - November 2024

Stolen Tags = 2

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

Wanted Subject = 1

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

BOLO = 1

(1) Officers responded to an LPR hit on a vehicle that had fled from officers on a previous shift. The tags on the vehicle were expired so officers attempted to stop but the driver refused. Officers did not pursue and Metro was notified of the vehicle's direction of travel and last known location.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

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
Oct-24	1700.187	85.144	204.375	0.000	11.206
Nov-24	1545.255	85.520	168.160	11.690	0.000

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

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
Oct-24	\$4,599.86	\$231.18	\$547.73	\$0.00	\$28.87
Nov-24	\$4,096.86	\$235.17	\$436.02	\$34.12	\$0.00



Police Department Monthly Report December 5, 2024

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Date: November 4, 2024 to December 5, 2024

NEW CASES ASSIGNED

24-0282 Identity Theft Person unknowns are using the identity of a Belle Meade resident

24-0259 Wire Fraud Attempt was made to use the identity of a Belle Meade resident to obtain money

24-0291 Video examination Report of vehicle damage at the Park parking lot. Complaint unfounded due to video evidence examination.

24-0298 Damage of Private Property Mailbox damage by passing motorist. We identified the vehicle responsible for the damage and restitution has been offered to the Victim.

24-0301 Theft from Motor Vehicle. Property stolen from a vehicle parked at a Belle Meade residence. It should be noted that due to the prompt response and initial investigation by Officers Doty, Scarbough and Bailey a suspect from Texas was identified. All three officers did a fantastic job in solving this offense and others committed in the West Nashville area. Suspect has pending warrants from Metro on similar charges. I am proud that I am responsible for teaching them all they know!

ASSISTING RESIDENTS

Assisted numerous Residents health related issues.

The infamous ding dong ditch gang was apprehended. Young men were responsible for late night doorbell activation in and around the Lynwood / Warner Place area. The group was required to bring their parents to the Belle Meade Police Department for further review. Should be noted that a parents love and trust that their child is telling the truth does not trump our camera system! I believe the problem is resolved and all parents are taking the appropriate actions to ensure that it is.

ASSISTING OTHER AGENCIES

Assisted the Metro Police Department on armed robbery case and stolen property cases

Assisted the VAPIT complaint. Location was near Belle Meade but in Metro jurisdiction.

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: December 18, 2024
Re: Equipment Purchase with THSO Grant Award

BACKGROUND

The Belle Meade Police Department was awarded a grant from the Tennessee Highway Safety Office to purchase specific traffic safety and enforcement equipment. We received \$8,180 towards purchasing in-car Radars and \$2,346 for a handheld LIDAR (speed detection device). We received the following quote from Stalker Radar (Applied Concepts), under competitive pricing available through state contract:

Item	Quantity	Price	Total	Grant Funds
In-Car Radars	4	\$2,045.00	\$8,180.00	\$8,180.00
LIDAR	1	\$1,956.00	\$1,956.00	\$2,346.00
TOTAL			\$10,136.00	\$10,526.00

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve purchases totaling \$10,136.00 of traffic safety and enforcement equipment from Applied Concepts, Inc., utilizing competitive pricing available from state contract #81150.

FISCAL IMPACT

These items were budgeted in our THSO grant and will be reimbursed in full. This purchase is on State Contract #81150.

ATTACHMENT

Radar Quote, LIDAR Quote



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Adam Holland
972-398-3780
adam.holland@stalkerradar.com

Q U O T E
2097888

Page 1 of 1

Date: 12/09/24

Effective From : 12/09/2024

Valid Through: 03/09/2025

Lead Time: 55 working days

Bill To: City of Belle Meade 4705 Harding Pike Nashville, TN 37205-2809	Customer ID: 372051 Accounts Payable	Ship To: Belle Meade Police Dept 4705 Harding Pike Nashville, TN 37205-2809	<i>FedEx Ground</i> Chief Chuck Williams
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,045.00	\$8,180.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	4	200-0998-50	Dual Enhanced Counting Unit, 1.5 PCB, ARM Processor			\$0.00
2	4	200-1571-00	Dual SL Modular OSC Display			\$0.00
3	8	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch			\$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
7	4	200-0243-00	Counting/Display Tall Mount			\$0.00
8	4	200-0244-00	Antenna Dash Mount			\$0.00
9	4	200-0245-00	Antenna Tall Deck Mount			\$0.00
10	4	200-0648-00	Display Sun Shield			\$0.00
11	4	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
12	4	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
13	4	200-0622-00	VSS Cable Kit			\$0.00
14	4	200-0820-00	Dual Manual Kit			\$0.00
15	4	006-0096-00	Fan Noise Suppression Addendum - Dual SL			\$0.00
16	4	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	4	005-1468-00	Dual Certified Package			\$0.00
18	4	060-1000-36	36 Month Warranty			\$0.00
Group Total						\$8,180.00

Product	\$8,180.00	Sub-Total:	\$8,180.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$8,180.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
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+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Adam Holland
972-398-3780
adam.holland@stalkerradar.com

Q U O T E
2097890

Page 1 of 1

Date: 12/09/24

Effective From : 12/09/2024

Valid Through: 03/09/2025

Lead Time: 45 working days

Bill To: City of Belle Meade 4705 Harding Road Nashville, TN 37205-2809	Customer ID: 372051 Accounts Payable	Ship To: Belle Meade Police Dept 4705 Harding Road Nashville, TN 37205-2809	<i>FedEx Ground</i> Chief Chuck Williams
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	808-4025-00	LIDAR-XS-C - LI-Ion Handles, Charger, Soft Bag, 24	24	\$1,956.00	\$1,956.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	200-1555-05	High Efficiency Lidar XS, X200			\$0.00
2	2	200-0944-11	LI Battery Handle, SII, X-Series, Pro II, Pro 3s			\$0.00
3	1	200-0839-00	Desktop Charger for LI-ION Battery Handle			\$0.00
4	1	035-0211-00	Soft Storage Bag			\$0.00
5	1	011-0139-00	Lidar XS Operators Manual			\$0.00
6	1	057-1010-00	Label for Documentation Kit			\$0.00
7	1	011-0002-00	Lidar Certificate of Accuracy			\$0.00
8	1	011-0171-00	Lidar X-Series Quick Start Guide			\$0.00
9	1	035-0389-00	Lidar Shipping Box w/Foam			\$0.00
10	1	060-1000-24	24-Month Warranty			\$0.00
Group Total						\$1,956.00

Product	\$1,956.00	Sub-Total:	\$1,956.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$1,956.00

001

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: December 18, 2024
Re: Speed Sign Purchase with THSO Grant Award

BACKGROUND

The Police Department utilizes portable RADAR signs to collect data on city streets. This equipment helps us identify problem areas and times to take the appropriate measures to combat the speeding problems. We currently have two signs used permanently in the 400 block of Lynwood Blvd. Additionally, we have one speed sign set up on West Tyne Dr. This additional sign will be moved around to multiple locations in the city. The Tennessee Highway Safety Office awarded \$4,200.00 BMPD to purchase a new sign.

Below are the three quotes received:

Vendor Quotes	Price
1) All Traffic Solutions, Inc.	\$ 3,285.62
2) Applied Concepts, Inc	\$ 4,042.00
3) LED Lighting Solutions	\$ 3,998.99

RECOMMENDATION

The Board is recommended to approve the purchase of one additional speed sign, totaling \$3,285.62, from All Traffic Solutions, Inc.

FISCAL IMPACT

The cost of the speed sign with batteries is \$3,285.62. This was budgeted in our THSO grant and will be completely reimbursed. Additionally, the Belle Made Police Department budgeted \$4,000 for traffic calming from account #42100-320 (Operating Supplies).

ATTACHMENT

Quote from All Traffic Solutions


**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
86706

QUOTE Q-92804
DATE: 12/10/2024

**PAGE
NO:** 1

Questions contact:
MANUFACTURER:
All Traffic Solutions

Owen Lauerman
(571) 549-3766
X
olauerman@alltrafficsolutions.co
m

Independent Sales Rep:
BILL TO:

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

SHIP TO:

City of Belle Meade - TN
4705 Harding Road
Nashville, TN 37205
Attn: Chuck Williams

Billing Contact:

PAYMENT
TERMS:

Net 30

CUSTOMER: City of
Belle Meade - TN

CONTACT:16155040074

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	1	\$2,849.00	\$2,849.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4001626	VZW communications prep	1	\$0.00	\$0.00
4000743	LFP Power kit, 11.5Ah battery (2), internal power controller, charger w/connector	1	\$718.08	\$718.08
4001889	Shipping and Handling	1	\$104.00	\$104.00
4001190	Discount - New Purchase	1	(\$385.46)	(\$385.46)

Special Notes:

**SALES
AMOUNT:**

\$3,285.62

**TOTAL
USD:**

\$3,285.62

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: December 18, 2024
Re: Police Tablet Replacements

BACKGROUND

The Police Department utilizes Getac tablets in our patrol cars to monitor the license plate readers (LPRs) security system and to issue e-citations. Every full-time officer has a tablet assigned to them. This purchase will allow us to begin replacing some of our older tablets with a newer version. The 2025 THSO grant budget includes \$10,200.00 available for the purchase of new tablets.

RECOMMENDATION

The Board is recommended to approve the purchase of three (3) police tablets from Route 1 (Portable Computer Systems, Inc.) totaling \$10,200, under competitive pricing available from the city's membership in the national cooperative purchasing alliance (Omnia Partners).

FISCAL IMPACT

The cost of the three tablets plus shipping is \$10,200.00. This will be purchased using the National Cooperative Purchasing Alliance Contract #01-170 (Omnia). Additionally, there is \$10,200 from account #42100-940 capital expenditures.

ATTACHMENT

Route 1 Quote



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

Note: This Quote is good and valid for 15 days beyond the Quote Date.

Bill To

Charles Williams-
CWilliams@citybellemeade.org
Belle Meade Police
4705 Harding Pike
Nashville, TN 37205
United States

Ship To

Charles Williams-
CWilliams@citybellemeade.org
Belle Meade Police
4705 Harding Pike
Nashville, TN 37205
United States

TOTAL

\$10,200.00

Expires: 12/14/2024

Terms	Expires	PO #	Sales Rep	Shipping Method
Net 30	12/14/2024		Brock Zylstra	

Notes

Quantity	Item	Description	MSRP	Rate	Amount
3	AM4264D AXBXX	A140G2: i7-10510U, (No Webcam), Win11 +16GB, 256GB PCIe SSD, SR LCD+TS+Stylus, WIFI+BT+GPS+4G+PT, LAN, SC reader, 3 Yr Warr B2B		\$3,390.00	\$10,170.00
3	Shipping	Shipping		\$10.00	\$30.00

Subtotal \$10,200.00

Tax (%) \$0.00

Total \$10,200.00

The below Terms of Sale are an integral part of this quote. In order for this quote to be effective, the attached Terms of Sale must be agreed to.

Customer Authorizing Party Signature: _____

Date of Signature: _____



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

Terms of Sale

Route1 Inc. ("Route1") is the parent company of operating subsidiaries Route 1 Security Corporation, Portable Computer Systems, Inc. doing business as PCS Mobile, Spyru Solutions Inc., Group Mobile Int'l, LLC, DataSource Mobility, LLC and VetSource Mobility, LLC. (collectively the "Seller"). Each of these subsidiaries, as applicable, continue as valid parties to all agreements.

The submittal of a purchase order to the Seller by the customer referred to in the attached quote (the "Customer", "Client" or the "Buyer") referencing the Quote No. and the specifics from that Quote or a Customer Authorizing Party signature on the Quote, indicates acceptance of the below terms and conditions.

Please read these Terms of Sale (the "Terms of Sale") carefully.

Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. The Seller reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use, these Terms of Sale will govern.

1. Acceptance of Order

Buyer's placement of an order does not necessarily ensure that we will accept the Buyer's order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer's order, we may require additional information if Buyer has not provided all of the information required by the Seller to complete Buyer's order. Once a properly completed order is received, authorization of Buyer's form of payment is received and we have accepted Buyer's order, we will promptly place Buyer's order in line for shipment.

Once an order has been accepted by the Seller, it cannot typically be cancelled. If an order cancellation request is received and accepted by the Seller prior to product shipment, a 15% cancellation fee will apply.

2. Pricing and Availability

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.



Portable Computer
Systems, Inc.
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Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

3. Payment Terms and Credit Card Payments

If the Buyer requests credit from the Seller, the Buyer shall provide all financial information reasonably requested by the Seller from time to time for the sole purpose of establishing or continuing Buyer's credit limit. Buyer agrees that the Seller shall have the right to decline or extend credit to Buyer, and to require that the applicable purchase price be paid prior to shipment. The Seller shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in the Seller's credit policies or Buyer's financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT) or Wire Transfer. The Seller currently accepts Visa and MasterCard, as forms of credit card payment. By submitting Buyer's order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes the Seller to charge Buyer's order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer's order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. The Seller further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer's order.

Buyer shall not deduct any amounts from any Seller invoice without the Seller's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by the Seller. Any authorized deductions for returned Products must include Buyer's customer tracking number and the Seller's Return Merchandise Authorization ("RMA") number. Deductions received by the Seller without advance notice will be denied.

If Buyer fails to make timely payment of any amount invoiced by the Seller, the Seller shall have the right, in addition to any and all other rights and remedies available to the Seller at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the greater of one and one-half percent (1½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

4. Partial Billing by the Seller

The Seller reserves the right to partially bill the Buyer for the portion of any line item or bundled price in an order if a material portion has been shipped, delivered or otherwise completed.

5. Shipping Terms and Policies

Delivery shall be made in accordance with the Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon the Seller tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible for filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by the Seller. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. The Seller will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify the Seller, no later than 30 days from invoice date, of any claimed shortages



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11/14/2024

or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. The Seller shall not be liable for any shipment delays that affect the Seller or any of the Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from the Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

6. On-Site Agreement Policy

Buyer has 24 hours from the date first agreed upon by both parties to cancel or reschedule without charge. Buyer agrees to pay the Seller a \$2,500 cancellation fee if the service dates requested are cancelled for any reason other than the Seller issuing the cancellation or Force Majeure.

A "Force Majeure" is defined as fire, explosion, accident, drought, storm, hail, earthquake, embargo, epidemic, act of God which has resulted in, or could reasonably be expected to result in the cancellation of the Seller's field services representative travel request.

7. Back Orders

If, for any reason, an item on Buyer's order is temporarily out of stock, the Seller will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

8. Return Policy – All Sales Final

All sales are final, except where otherwise agreed upon by Buyer and the Seller. Should the Seller, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- i. In order for the Seller to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. the Seller will not accept "open box" returns.
- ii. As the Seller sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. The Seller cannot re-sell or return a computer that has been built to a Buyer's specifications.
- iii. Any and all product returns must be approved by the Seller, in the Seller's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- iv. Approved returns must be made within 30 days of the delivery date.
- v. Approved returns will incur a 25% restocking fee.
- vi. Returns must be received within 15 days of the RMA number issuance.
- vii. The Buyer is responsible for all insurance and shipping charges associated with the return.



Portable Computer
Systems, Inc.
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Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

- viii. All returns must be sent via UPS, Federal Express, or any other professional courier that provides a tracking number and proof of delivery.
- ix. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- x. Once the Seller has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.

9. Errors

the Seller attempts to be as accurate as possible. However, the Seller does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by the Seller is not as described or pictured, Buyer's sole remedy is to return it in an undamaged, unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

10. Disclaimer of Warranty

SELLER PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER.

IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

11. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which the Seller sells will offer manufacturers' warranties.

12. Confidentiality

The Seller and the Buyer agree to keep confidential all the terms of the Agreement, and any proprietary, trade secret or other information which the Seller or Buyer receives from the other in the performance of the Services under the Agreement, however, this shall not apply to information which is: (i) necessary to be disclosed to a third party in order to perform an Agreement; (ii) already known free of any restriction at the time it is obtained; (iii) subsequently learned from an independent third party free of restriction; (iv) is publicly available or (v) is required by law or court order to be disclosed.

13. Intellectual Property

The Seller grants to Buyer a limited, nonexclusive and nontransferable license to use the Seller's technology, equipment, software, information, copyrightable material, copyrights, trademarks, patents, data or other material (the "Intellectual Property") provided by the Seller in delivery of the Services.

Buyer may not copy or sublicense the Seller's Intellectual Property unless such rights are expressly granted in writing within the Agreement. The Seller owns or has a license or other right to use the Intellectual Property which is being distributed to the Buyer and the Seller reserves all rights to the Intellectual Property. Buyer hereby acknowledges that the Seller retains all right, title and interest in and to the copyrights, trademarks, patents and other intellectual property rights inherent or related in any way to the Intellectual Property provided. The Seller shall own all rights in any changes, enhancements, and modifications made by the Buyer to the Seller's Intellectual Property. Buyer agrees that neither it nor any of its employees or agents will contest or challenge the Seller's ownership or rights in its Intellectual Property, make or authorize any use of the Seller's Intellectual Property that is not consistent with the Agreement or these terms and conditions or modify or reproduce the content or substance of the Intellectual Property. See www.route1.com/terms-of-use/ for notice of the Seller's intellectual property.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

14. Waiver of Liability Relating to COVID-19

The installation of equipment, hardware or software by the Seller on the Buyer's site pursuant to the Agreement may require employees or contractors of the Seller to be present and in physical proximity to Buyer's employees, contractors, agents, customers, etc. Buyer understands that the Seller cannot prevent possible exposure to, contracting or spreading of COVID-19 by its employees or contractors. It is not possible to prevent the presence of COVID-19 and therefore if Buyer utilizes the Seller's onsite installation services, Buyer understands that it may be exposing its employees and others onsite to increased risk of contracting or spreading COVID-19.

By engaging in onsite Services, Buyer acknowledges and accepts the risk to its employees and others onsite of exposure to, contracting and/or spreading of COVID-19. The Buyer indemnifies the Seller against any claims arising out of exposure to, contracting and/or spreading of COVID-19 by virtue of the Seller's provision of onsite Services. The Buyer hereby forever releases and waives the right to bring suit against the Seller and its owners, officers, directors, managers, officials, agents, employees or other representatives in connection with the exposure, infection, and/or spread of COVID-19 related to the provision of onsite Services.

15. Support Contract as Applicable

The Seller offers three levels of support plans for license plate recognition customers: *Elemental*, *Comprehensive* and *Select*. The support plan's scope and specific terms are appended to the Seller's quote and or invoice.

- (a) **Warranty Term for Onsite Workmanship**
The Seller guarantees its workmanship post application. The warranty term is found in your quote. This warranty extends to hardware installations performed by the Seller personnel. The Seller does not warranty any third-party equipment or software. The Seller will pass along the warranty it receives from the original equipment manufacturer or owner of the software.
- (b) **Server, Software, and Firmware Updates**
As part of your support contract, the Seller may install critical software and firmware updates from manufacturers as required and when released. Critical updates will have priority, non-critical updates will be completed on an as needed basis and based on the terms of your support contract with the Seller.
- (c) **Remote Support Rapid Response**
The Seller provides remote support to all clients. Depending on the plan, your authorized contacts are guaranteed a specified response time during the contracted support hours. Support is not available on weekends and holidays for elemental and comprehensive support plan clients.
- (d) **Number of Calls**
The number incidents per month that your authorized contact(s) can make to our support team is defined in your quote.
- (e) **Annual Site Maintenance Visit**
Defined in your quote.



Portable Computer
Systems, Inc.
7300 Via Paseo Del Sur
Suite 202
Scottsdale AZ 85258
United States

Quote

#1707

11/14/2024

(f) **RMA Processing and Tracking**

Most original equipment manufacturers, including Genetec, require a certification in order to request an RMA. If an original equipment manufacturer's repair is required and depending on your service contract, the Seller will work with the original equipment manufacturer to create an RMA. Any original equipment manufacturer's costs related to the RMA such as damage or out of warranty repairs are the Buyer's responsibility. The Buyer requesting the RMA may also be responsible for shipping costs and processing fees, depending upon their service plan. Based on your service plan, the Seller will track your RMA to ensure its timely completion and the return of your equipment. Any costs associated with an on-site visit related to an RMA are not included in our support plans.

(g) **Camera Type**

Most organizations charge extra depending on the type of camera(s) you deploy. We do not.

(h) **Authorized Contacts**

The Seller is a security-first organization that serves clients such as the U.S. Department of Defense. We want to validate that we're only working with "authorized" personnel from your organization in order to protect our interests and yours. Because of this, you are required to name specific people who are authorized to work with us on your behalf.

(i) **Annual Configuration Time**

Some support plans include a certain number of configuration hours. Configuration time allows our experts to make changes to your system throughout the year for you so you don't have to. This can also include creating reports. Configuration hours are not bankable so any unused hours expire at the end of each one-year term.

(j) **Price Per Additional Configuration Hour**

All additional configuration hours must be purchased in blocks of four (4) hours at the rate associated with your plan. Your plan locks your costs in at a lower rate for the duration of your support agreement.

(k) **Client Support Hours**

Our support team is staffed to meet your needs during the hours stated in your plan.

(l) **Emergency Responsiveness**

Emergency responsiveness is our guarantee of how quickly we will schedule someone to come onsite when needed. All days are business days and do not include weekends or holidays. Costs associated with emergency onsite visits such as travel, meals, lodging and the Seller personnel charges are not included in our support plans. Emergency onsite visits will be performed on a time and material basis and will require a purchase order prior to scheduling. However, you will always be entitled to have the visit scheduled within the maximum period prescribed by your support plan.

An "Emergency" is any incident or problem that severely impacts your operation and has gone through our remote support protocols and that has been determined by the Seller that it cannot be fixed outside of an onsite visit. The actual countdown to onsite service cannot begin until all equipment required for the response is in hand including RMAs and other equipment that is that is not manufactured by the Seller.

Our onsite visit is dependent on vendors and manufacturers' response time, availability of hardware, and the client's availability and ability to provide us with access to the location of the ALPR deployment at their site.



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(m) **Hot-swap Inventory on Hand**

For our clients on Select Plans, the Seller will maintain materials on hand for emergency replacement. The Buyer is responsible for purchasing the hot-swap inventory. Additional installation fees may apply as required.

16. Privacy

Please refer to the Seller's Privacy Statement, available at www.route1.com/privacy-policy for information about how the Seller collects, uses, and discloses personal information from users of the site.

17. Dispute Resolution and Binding Arbitration

BUYER AND SELLER AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either the Seller, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), the Seller's advertising, or any related purchase, shall be resolved exclusively and finally by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR SELLER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.



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Quote

#1707

11/14/2024

18. Applicable Law and Jurisdiction

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

19. Export Controls

Certain the Seller products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any the Seller product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

20. Severability

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.

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Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
11/5/2024	422	Ellendale Ave	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH891804	Replacement
11/5/2024	541	Jackson Blvd	Nathan/Dylan	Red Light	Bad contacts		☒ Replaced the contacts		
11/6/2024	4416	Harding Pl	Nathan/Dylan	Backing Up	Blown 1 amp fuse		☒ Replaced the fuse		
11/8/2024	4343	Glen Eden Dr	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WGL20-21	Replacement
11/11/2024	4411	Iroquois Ave	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WGL20-21	Replacement
11/12/2024	617	Westview Ave	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH711797	Replacement
11/12/2024	408	Sunnyside Dr	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WGL20-21	Replacement
11/14/2024	501	Jackson Blvd	Nathan/Dylan	Red Light	Both pumps are working but the alarm switch was broke.		☒ Replaced Pump	WH508248	Replacement
11/14/2024	432	Royal Oaks Dr	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH685300	Replacement

Thursday, December 12, 2024

Page 1 of 3

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
11/18/2024	4418	Warner Pl	Nathan/Dylan	Issues	Breaker was tipped.	☒	Reset the breaker.		
11/18/2024	636	Royal Oaks Pl	Nathan/Dylan	Odor	Pump is pumped down and working. Internal issue	☒			
11/18/2024	617	Westview Ave	Nathan/Dylan	Red Light	No red light. Pump working fine and pumped down.	☒			
11/18/2024	329	Walnut Ave	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WGL20-21	Replacement
11/18/2024	623	Royal Oaks Pl	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WH637325	Replacement
11/21/2024	18	Lynwood Ln	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WGL20-21	Replacement
11/21/2024	1103	Belle Meade B	Nathan/Dylan	Red Light	T/R 240 11.5	☒			
11/25/2024	4424	Forsythe Pl	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WH672432	Replacement
11/25/2024	305	Clarendon Ave	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WH836209	Replacement
11/25/2024	424	Royal Oaks Dr	Nathan/Dylan	Red Light	T/R 242 11.6	☒			

Thursday, December 12, 2024

Page 2 of 3

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
11/29/2024	124	Bonaventure D	Nathan McVay	Red Light	Bad wiring and bad off float	☒	Rewired the pump and replaced the off float		
11/29/2024	411	Royal Oaks Dr	Nathan McVay	Red Light	Bad Pump	☒	Replaced Pump	WGL20-21	Replacement
11/30/2024	1214	Nichol Ln	Nathan McVay	Red Light	Bad Pump	☒	Replaced Pump	WH850575	Replacement

Thursday, December 12, 2024

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City of Belle Meade**Nov. 24 TN One Calls**

Ticket Number	Work Street	Work Done For
243061738	WESTVIEW AVE	KENT FURLONG
243062010	NICHOL LN	CHARLES THORNBURG
243062110	ELLENDAL AVE	SUSAN HOMES
243062285	JACKSON BLVD	PHIPPS CONSTRUCTION
243063666	LYNNWOOD BLVD	RED OAK HOMES
243081087	CHANCERY LN	CAHILL
243091866	LEAKE AVE	HOMEOWNER
243093884	LYNNWOOD LN	SALLY NESBUTH
243094140	SHEPARD PL	KEVIN SHARP
243094981	LYNNWOOD BLVD	CASTLE HOMES
243095173	HARDING PL	THE PARENT COMPANY INC
243102496	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
243103217	BELLEVUE DR S	PIEDMONT
243103536	ROYAL OAKS DR	PIEDMONT
243104227	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
243105900	E BROOKFIELD AVE	ALLISON BASS
243106066	JACKSON BLVD	BAUN RESIDENCE
243106465	BELLE MEADE BLVD	MEGHAN OWEN
243111408	BELLEVUE DR S	CHANDELIER DEVELOPMENT
243112790	CANTERBURY DR	PIEDMONT
243113544	E BROOKFIELD AVE	MARK RICKTER
243114089	LYNNWOOD BLVD	COMCAST
243114092	BELLE MEADE BLVD	COMCAST
243122597	WESTVIEW AVE	MAILBOX MEN LLC
243123247	ELLENDAL AVE	ATT
243131709	WESTVIEW AVE	JOHN BERRY
243132105	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
243133336	HONEYWOOD DR	PIEDMONT
243141041	SUNNYSIDE DR	AT&T
243161055	LYNNWOOD BLVD	AT&T UTILITY OPERATIONS
243163536	SCOTLAND PL	BILL BOYLE
243163552	LYNNWOOD TER	WILSON SISK
243163758	PARK HILL DR	AT&T
243163996	CANTERBURY DR	COOK BUILDERS
243164124	BELLE MEADE BLVD	PIEDMONT NATURAL GAS
243164615	BELLE MEADE BLVD	BTR
243181860	W BROOKFIELD AVE	COMCAST
243182493	LYNNWOOD BLVD	METRO WATER AND SEWER
243183543	CHICKERING RD	TAWNIE CAMPBELL
243191836	SUNNYSIDE DR	DAVID SIMCOX
243192059	BELLE MEADE BLVD	HOME OWNER
243193340	LYNNWOOD BLVD	HOMEOWNER
243194162	CHICKERING RD	NDOT

City of Belle Meade

Nov. 24 TN One Calls

243194168	ABBOTT MARTIN RD	SOUTHERN BELL CONSTRUCTION
243202241	HARDING PL	NASHVILLE ELECTRIC SERVICE
243202599	BELLE MEADE BLVD	HOMEOWNER
243232842	WESTVIEW AVE	PIEDMONT NATURAL GAS
243233767	NICHOL LN	CHARLES THORNBURG
243234855	NICHOL LN	LAUREN MOORE
243242294	LEAKE AVE	HOMEOWNER
243242421	LYNNWOOD BLVD	CASTLE HOMES
243243110	BELLEVUE DR S	CHANDELIER DEVELOPMENT
243243208	BELLEVUE DR S	PIEDMONT
243243564	ROYAL OAKS DR	PIEDMONT
243244647	HARDING PL	THE PARENT COMPANY INC
243251171	WESTVIEW AVE	AT&T UTILITY OPERATIONS
243252179	LYNNWOOD BLVD	PIEDMONT
243252621	LYNNWOOD BLVD	HOMEOWNER
243252743	TYNE BLVD	BYRAN FORT
243253070	BELLE MEADE BLVD	NASHVILLE ELECTRIC SERVICE
243253482	ROYAL OAKS PL	DAVIS
243262536	NICHOL LN	JOSIAH LOCKARD AND ASSOCIATES
243263338	W BROOKFIELD AVE	BETTY KIMBRELL
243271513	WARNER PL	LIGHT TN
243271846	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
243271861	HARDING PIKE	TDOT
243272960	BELLE MEADE BLVD	BTR
243273383	CHICKERING RD	NDOT
243303712	HOWELL PL	KEVIN NELSON
243304159	SCOTLAND PL	CULLEN AND KERRY ROBERTS
243304186	SCOTLAND PL	BILL BOYLE
243304215	LYNNWOOD TER	WILSON SISK
243312912	BELLE MEADE BLVD	BTR
243313544	SHEPARD PL	BO BARTHOLOMEW
243313565	SHEPARD PL	BO BARTHOLOMEW
243322101	CLARENDON AVE	AT&T
243331001	HARDING PL	NES



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay
Date: December 18, 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. Due to the age of the system, we are replacing more pumps. We have used 9 of the last ten that were purchased in October 2024. Purchasing these ten (10) will re-stock our inventory so that pumps are available if needed. We anticipate these should be sufficient for the remainder of the fiscal year.

Straeffer Pump & Supply Inc. is the regional supplier of Myers pumps and their related equipment. For your review, a copy of their sole distributor letter is attached to support this non-competitive procurement.

Recommendation

The Board is recommended to approve the non-competitive purchase of ten (10) Myers pumps, totaling \$17,440, from Straeffer Pump & Supply Inc.

Fiscal Impact

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

Attachments

Quote
Sole-Source Letter

A  Company



October 11, 2024

Re: Authorized Representative

To whom it may concern,

This letter is to notify you that Straeffer Pump & Supply, Inc., located at 8055 State Route 62 W, Chandler, IN 47610, is the sole authorized distributor of Myers submersible pumps for the municipal market in Davidson County, Tennessee. Straeffer Pump & Supply handles all municipal product sales, including replacement parts, service, and repairs for Myers equipment.

If you have any questions regarding this information, please feel free to contact us. For any inquiries or orders, please reach out directly to Straeffer Pump & Supply.

Regards,

A handwritten signature in black ink, appearing to read "Islam Seliem", with a horizontal line extending to the right.

Islam Seliem
Key Account Rep

Pentair
1101 Myers Pkwy
Ashland, OH 44805
Mobile +1.567.284.0149
islam.seliem@pentair.com

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: December 18, 2024
Re: Master Services Agreement for Sewer Collection System

Background

The City of Belle Meade operates a wastewater collection system that includes primarily residential grinder pumps, low-pressure and gravity pipelines, and related equipment (including valves, control panels, and odor control stations). It is recommended that the city staff work collaboratively with consulting engineers that have expertise in designing and operating such systems.

Competitive Procurement

A competitive Request for Qualifications (RFQ) was recently utilized to review and select a firm to assist the City with the Asset Management Plan project, funded by the State of Tennessee Department of Environment and Conservation, under a non-competitive grant program with funds from the State's American Rescue Plan Act (ARPA) funding.

The process was highly competitive and resulted in six (6) firms providing Statements of Qualifications. The City awarded LDA Engineering with that contract and they are currently mapping all of the sewer system assets. We would like for the Board to additionally authorize entering into this Agreement so that LDA Engineering may act as consulting engineers on matters beyond the scope of the grant and so that expenses related to any general consulting may be invoiced and recorded separately from grant-related activities.

Recommendation

The Board is recommended to approve a Master Services Agreement with LDA Engineering to provide professional services as needed, subject to the City Attorneys review and approval of all terms and conditions.

Fiscal Impact

In the current year's budget, \$7,500 has been the budgeted and is available to support professional services – architect, engineer, etc. in the Sewer Fund – account number 412-52210-254.

Attachments

Master Services Agreement

**MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of _____ between **The City of Belle Meade, Tennessee ("OWNER")** and **Lamar Dunn & Associates, Inc. (D/B/A LDA Engineering) a Tennessee Corporation ("ENGINEER")**.

ENGINEER's Services will be performed pursuant to individual Task Orders issued by OWNER and agreed to by ENGINEER. Such Task Orders will contain the specific scope of work ("Services"), the project schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders. An example Task Order is attached hereto.

Execution of a Task Order by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in the Task Order. This Agreement will become effective on the date first above written.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order and the modification shall be precisely described.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in individual Task Orders (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The period of service of this Agreement shall be indefinite, subject to the conditions specified in Article 5.5 of this Agreement.
- 2.2 The specific time period for the performance of ENGINEER's Services will be set forth in individual Task Orders.
- 2.3 If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

- 2.4 If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER's services, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.
- 2.5 OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER's performance of its services. If ENGINEER's services under a Task Order are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance has been revised.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the project described in each Task Order, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services for a Task Order, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under a Task Order subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Be responsible for all requirements and instructions that it furnishes to ENGINEER pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement.

- 3.6 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under each Task Order, as applicable.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Task Order and such approvals and consents from others as may be necessary for completion of the Task Order.
- 3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or conformance in ENGINEER's Services or in the work of any Contractor employed by OWNER on the Project.
- 3.9 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in each Task Order. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in each Task Order. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on ENGINEER's services or compensation under this Agreement, then ENGINEER may invoice such additional taxes for reimbursement by OWNER. OWNER shall reimburse ENGINEER for the cost of such invoiced additional taxes in addition to the compensation to which ENGINEER is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable within 30 days of receipt.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. OWNER agrees to pay ENGINEER all costs of collection

including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional Engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by ENGINEER.

5.2 Technical Accuracy

OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

5.3 Opinions of Probable Construction Cost

ENGINEER's opinions (if any) of probable Construction Cost are to be made on the basis of ENGINEER's experience, qualifications, and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER requires greater assurance as to probable Construction Cost, then OWNER agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 ENGINEER and OWNER shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

5.4.3 ENGINEER shall not be required to sign any document, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the

ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such document.

- 5.4.4 ENGINEER shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. ENGINEER shall not be responsible for the acts or omissions of any Constructor.
- 5.4.5. ENGINEER neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.4.6 ENGINEER shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by ENGINEER or its Consultants.
- 5.4.7 ENGINEER is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8 ENGINEER's services do not include providing legal advice or representation.
- 5.4.9. ENGINEER's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising OWNER, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, ENGINEER, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and OWNER's safety programs of which ENGINEER has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

5.5.1 For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. by ENGINEER:
 - 1) upon seven days written notice if OWNER demands that ENGINEER furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) ENGINEER shall have no liability to OWNER on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

5.5.2 For convenience, by OWNER effective upon ENGINEER's receipt of notice from OWNER.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, ENGINEER will be entitled to invoice OWNER and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice OWNER and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an Ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If ENGINEER is required to prepare or furnish Drawings or Specifications under this Agreement, ENGINEER shall deliver to OWNER at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations
- 5.6.3 OWNER and ENGINEER may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and ENGINEER shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the documents on the Project, extensions of the Project, and related uses of OWNER,

subject to the following limitations: (1) OWNER acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER

(and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

OWNER has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, Hazardous Substances, and other Constituents of Concern, as defined in Article 6, located at or near the Site, including type, quantity, and location. OWNER represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to ENGINEER, exist at the Site.

If ENGINEER encounters an undisclosed Constituent of Concern, then ENGINEER shall notify (1) OWNER and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person

other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design services, then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Change Orders

5.24.1 Any work not contained in a Task Order shall be a change, and shall be performed by ENGINEER only pursuant to a written Change Order to this Agreement signed by OWNER and ENGINEER. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work, or of the time required for the performance of the Work, ENGINEER shall be paid additional compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

5.25 Construction Contractor's Means and Methods

ENGINEER shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

5.26 Reporting Regulated Conditions

To the extent required by law, OWNER shall promptly report regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate public authorities in accordance with applicable law.

5.27 Indemnification

OWNER recognizes that any Task Order executed by ENGINEER involving Constituents of Concern, as defined in Article 6, involves legal exposure and higher risk than ENGINEER's usual Engineering services.

OWNER also recognizes that ENGINEER's services are to be compensated primarily on the basis of the time ENGINEER's personnel spend in rendering services and not on basis of the exposure and risk of the work.

Therefore, OWNER and ENGINEER agree as follows:

Notwithstanding any other provision in this Agreement to the contrary, for Task Orders involving or relating to Constituents of Concern, OWNER shall indemnify, defend, and hold harmless the ENGINEER and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER arising from the work of others, related to Constituents of Concern, as defined in Article 6.

The above indemnification provision extends to claims against ENGINEER and to damages which arise out of, are related to, or are based upon the dispersal, discharge, escape, release, threatened release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, asbestos, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

Nothing in this Article 5 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own finally determined negligence or willful misconduct.

5.28 Status of ENGINEER

Nothing contained in this Agreement shall be construed or interpreted as requiring ENGINEER, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter or disposal facility as those terms appear within the Resource Conservation Recovery Act, 42USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

5.29 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 6.

6.1.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.3 Construction Cost ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for

or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.4 Constructor

Any person or entity (not including the ENGINEER, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, OWNER's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.1.5 Contractor ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Project

The total undertaking as described in each Task Order.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding, and/or Construction Phase Services.

6.1.9 Reimbursable Expenses

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit .

6.1.10 Resident Project Representative ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project

Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.11 Standard General Conditions ♦

The Standard General Conditions of the Construction Contract of the Engineers Joint Contract Documents Committee, the latest edition.

6.1.12 Total Project Costs ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to the OWNER under Article 3.

6.1.13 Work

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding, and/or Construction Phase Services.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

This Agreement (consisting of Pages 1 to 17 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER: City of Belle Meade

ENGINEER: LDA Engineering

By: Rusty Moore

Title: Mayor

Date:

By: Zack A. Daniel

Title: President

Date: 23 November 2024

Address for giving notices:

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

Address for giving notices:

Zack Daniel, PE
LDA Engineering, Inc.
402 BNA Drive, Suite 403
Nashville, TN 37217

Exhibit A - Sample Task Order

**TASK ORDER NO. 1 TO
MASTER SERVICES AGREEMENT
BETWEEN
LDA Engineering AND
City of Belle Meade**

This is Task Order No. 1 dated _____ attached to and made part of the Master Services Agreement dated _____, between LDA Engineering (LDA) and The City of Belle Meade Tennessee (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: **Support for Odor Control System On-Call Services** (the "Project").

1. Scope of Services

LDA shall provide for The City of Belle Meade the following specific Services:

Task 1: Support for Odor Control System

LDA Engineering will provide evaluation, recommendations, and assistance with the procurement of an updated odor control system. The evaluation will cover five (5) existing stations. Specific activities may include, but are not limited to:

- Site evaluations and data collection for current odor control conditions
- Analysis of existing systems and identification of key areas for improvement
- Developing and presenting recommendations for updated odor control solutions
- Assisting in the procurement process, including developing specifications and supporting bid evaluations

2. Time Schedule

The time periods for the performance of LDA's Services are as follows:

Services will be provided on an on-call basis, with timelines determined by the City of Belle Meade and LDA staff as needs arise.

3. Compensation and Invoicing

Compensation for Services of LDA described in this Task Order will be on the following basis: Services will be billed on an hourly basis, not to exceed a total task order upper limit of \$10,000. A detailed rate sheet for staff is an attachment to this Task Order.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the

modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None

5. Special Provisions from the Master Services Agreement:

None

6. Terms or Provisions in Conflict:

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern. Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

Lamar Dunn & Associates, Inc.
d/b/a LDA Engineering:

City of Belle Meade:

By (Signature): _____

By (Signature): _____

Name: Zack Daniel

Name: _____

Title: President

Title: _____

Date: 23 November 2024

Date: _____

<u>Belle Meade MSA Labor Classification</u>	<u>Hourly Rate</u>
Engineering Support	
Principal Engineer	\$ 325
Sr. Technical Advisor	\$ 300
Technical Advisor	\$ 275
Sr. Project Manager	\$ 260
Project Manager	\$ 240
Engineer II	\$ 225
Engineer I	\$ 200
Junior Engineer	\$ 160
Engineering Intern	\$ 135
Sr. Administrative Assistant/Financial Manager	\$ 125
Clerical/Administrative Assistant	\$ 100
Construct Support	
Construction Manager II	\$ 225
Construction Manager I	\$ 200
Field Technician II	\$ 145
Field Technician I	\$ 130
Construction Inspector / RPR II	\$ 160
Construction Inspector / RPR I	\$ 140
Permit Inspector	\$ 125
Sr Development Inspector	\$ 135
Development Inspector	\$ 120
CADD/Designer Support	
Sr Designer	\$ 220
Designer	\$ 190
CADD Manager	\$ 180
CADD Specialist II / CADD Tech II	\$ 160
CADD Specialist I / CADD Tech I	\$ 145
GIS Manager	\$ 200
GIS Specialist II	\$ 185
GIS Specialist I	\$ 155
Technician II	\$ 145
Technician I	\$ 130
BIM Modeler	\$ 200
Survey Support	
Survey Crew - 3 Man	\$ 275
Survey Crew - 2 Man	\$ 225
Survey Crew - 1 Man Robotic or RTK (GPS) Survey Crew	\$ 205
sUAS Crew with Certified sUAS Pilot and Photo Capture UAV	\$ 245
LiDAR Scanning Crew	\$ 250
Senior Land Surveyor/Manager/Licensed Land Surveyor	\$ 230
Land Surveyor/Manager	\$ 220
Survey Crew Chief	\$ 165

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

Building Activity

- Building Permits Issues – 11
 - Valuation - \$4,675,811.11
 - Permit Fees - \$32,366
- Building Inspections – 14
 - Inspections passed – 12
 - Inspections failed – 2

Stormwater Activity

- Land Disturbance Permit Applications – 0
- Land Disturbance Permit Issued – 0
- As-Built Completed – 4 (4524 Millrace Lane, 429 Royal Oaks Drive, 1104 Belle Meade Boulevard, 1106 Nichol Lane)

Planning Activity

- Board of Zoning Appeals applications – 4
 - The application of 221 Evelyn Avenue Trust, #A24-0015, 221 Evelyn Avenue, for a conditional use for a storage shed and a variance for the side yard setback. WITHDRAWN
 - The application of Chandelier Development Inc., #A24-0018, 105 Bellevue Drive S, for a conditional use for a swimming pool. APPROVED
 - The application of Robert and Rebecca Collins, #A24-0019, 205 Jackson Boulevard, a variance for the side yard setback for a generator. APPROVED
 - The application of Richard and Lauren Jacques, #A24-0020, 911 Westview Avenue, a variance for the front yard setbacks and maximum allowable footprint. APPROVED
- Planning Commission applications – 0
- Historic Zoning Commission applications – 5
 - The application for a Certificate of Appropriateness, #A24-0013, of Johnna Scott, 4401 Iroquois Avenue, to construct an addition to single family residence. APPROVED

- The application for a Certificate of Appropriateness, #A24-0014, of Steve Durden representing Hand Family Companies, LLC, 1303 Chickering Road, to construct a new single-family residence. APPROVED
- The application for a Certificate of Appropriateness, #A24-0017, of Tommy and Seaneen Brown, 211 Scotland Place, to construct an addition to single family residence. APPROVED
- The application for a Certificate of Appropriateness, #A24-0016, of Kathryn and David Brown, 1012 Chancery Lane, to demolish a single-family residence. APPROVED
- The application for a Certificate of Appropriateness, #A24-0015, of J. Terry Bates for the Nesbitt family, 224 Lynwood Boulevard, to construct an addition to a single-family residence. APPROVED

Code Enforcement Activity

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

Date	Permit #	Address
11/4/2024	24-0129	4715 Harding Pike
11/8/2024	A24-0157	112 Belle Meade Blvd.
11/13/2024	24-0133	715 Lynnwood Blvd.
11/13/2024	24-0134	616 Enquirer Ave.
11/14/2024	24-0127	4436 Tyne Blvd.
11/15/2024	24-0128	4420 E. Brookfield Ave.
11/15/2024	A24-0164	612 Westview Ave.
11/19/2024	A24-0166	606 Westview Ave.
11/21/2024	A24-0168	113 Lynnwood Blvd.
11/21/2024	A24-0167	113 Lynnwood Blvd.
11/22/2024	24-0132	87 Valley Forge

Improvement Type	Project Cost	Permit Fee
Accessory Structure	\$100,200.00	\$682.00
Accessory Structure	\$150,000.00	\$1,260.00
Mechanical	\$993.65	\$200.00
Renovation	\$35,000.00	\$387.00
Renovation	\$147,000.00	\$742.00
Fence	\$17,617.46	\$300.00
Addition	\$360,000.00	\$2,020.00
New Build	\$2,500,000.00	\$11,660.00
Demolition	N/A	\$1,000.00
Renovation	\$1,000,000.00	\$12,065.00
Renovation	\$365,000.00	\$2,050.00



Inspection Location	Inspection Type	Status	End Date
4419 IROQUOIS AVE	Insulation	Pass	2024-11-04 15:00:00
430 LYNNWOOD BLVD	Final	Fail	2024-11-05 11:50:00
224 LYNNWOOD BLVD	Footing	Pass	2024-11-06 16:35:00
402 LYNNWOOD BLVD	Foundation	Fail	2024-11-07 10:40:00
627 ROYAL OAKS PL	Framing	Pass	2024-11-08 10:55:00
4406 HONEYWOOD DR	Insulation	Pass	2024-11-11 11:30:00
402 LYNNWOOD BLVD	Foundation	Pass	2024-11-11 16:45:00
1207 CANTERBURY DR	Framing	Pass	2024-11-12 11:50:00
402 W BROOKFIELD AVE	Foundation	Pass	2024-11-13 11:00:00
402 W BROOKFIELD AVE	Foundation	Pass	2024-11-15 11:00:00
221 EVELYN AVE	Framing	Pass	2024-11-18 13:00:00
430 LYNNWOOD BLVD	Final	Pass	2024-11-20 14:25:00
707 LYNNWOOD BLVD	Foundation	Pass	2024-11-21 11:15:00
402 W BROOKFIELD AVE	Foundation	Pass	2024-11-22 10:40:00

14 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	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. Flat work in backyard is still under construction. Has engaged fence contractor. If not completed by the end of December will issue a court summons for January.
2	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. City judge gave extension until January 28th.
3	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. 10/30/2024 Home owner emailed stating that he is waiting for his engineer to complete the updated as-built. Engineer has submitted the as-built and received comments. 27 Nov. 2024. Waiting for approved submittal.
4	6/20/2024	4403 Harding Pl.	Ginette Stone	Condition of Premises	Property Maintenance	OPEN	Remains of a collapsed shed are in back yard. Being covered by a fence with hanging tarps around it. Gutters are overgrown and need to be cleaned. Sent NOV 20 June 2024. Will follow up 1 July 2024. Spoke with homeowner on 26 June 2024. Says that she is going fix the violations and sell the property. 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.
5	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.

CITY MANAGER RESIDENT CONTACT LOG			
DATE received	General Type	Description/Notes	Follow-up/Action
11/15/2024	construction	requested that neighbor's contractor has a saw too close to their backyard and is making dust	Jennifer responded to resident and forwarded the information to the Building Inspector to contact the contractor; there has been a recurring dust complaint with this project
11/23/2024	sewer grinder pump	red light on	Jennifer forwarded to Dylan to respond
11/23/2024	NES poles	reported loose wires hanging down from pole in front of home; asking who to contact	Jennifer forwarded to Public Works and Building Codes to ask for a site visit and photos to be taken; then reported to NES and a maintenance work order was created for the pole
11/25/2024	litter	reported LSI crew not picking up litter prior to mowing and blowing litter along Harding Pike	Jennifer contacted both LSI supervisors and Nathan McVay to again request that crews are collecting litter prior to mowing
11/29/2024	Blvd project	This is in reference to people walking on Bellmeade Boulevard. At least 3 to 4 times a week I see people almost get hit by a vehicle. I was just at the intersection by Bellmeade country club/Harding Place and an older couple were using the walking lane as they're supposed to, but the crosswalks do not correspond with the median within the Boulevard. I also see individuals walking as they're supposed to in traffic speeding in the left lane on a daily basis. I believe the community needs to create a lane against the median with symbols for walkers like they do other portions of the city. Most of the cars that are speeding the left lane are not from Davidson County. They are from other counties or out of state and have no idea of what our rules and regulations are. As a parent and a caring citizen of Bellemeade, I would never let my child walk on the Boulevard it's entirely too dangerous due to the amount of and people from out of the community that have no idea what our walking rules and regulations are. You just can't tell from a small white sign that states please do not use left lane and less passing Thank you for taking the time to listen and look forward to seeing some change. Somebody loses their life.	Jennifer responded to the resident and provided additional information about the Boulevard safety and pedestrian pathway project and will share comments with the City Commissioners.
12/5/2024	NES outages	reported outage information from a TING devise - NES had an outage alert affecting Belle Meade on 11/28 from 12:08 am to 12:10 am (affected 1679 customers including Green Hills, Belle Meade, Forest Hills); Additionally, outage on 11/08 7:36 am - 7:39 am; on 11/06 7:50 - 7:54 a.m.; on 10/31 7:38 pm - 8:52 pm;	Jennifer responded to the resident and forwarded information to the operations and engineering contacts at NES; asked for insight into the frequent short-duration outages specifically.

12/9/2024	litter	reported litter in their yard following the Holiday Parade	Jennifer forwarded the request and Dylan and Nathan collected a significant amount of thrown candy and candy wrappers, etc from their yard and the neighboring property
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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: December 18, 2024
Re: Updates on Capital Projects

1. ARPA FUNDING – STREET SIGN ENHANCEMENTS – PUBLIC WORKS

- a. Awaiting a schedule and start date from Jarvis. All work should be completed in no more than 12 weeks. We will communicate with residents when we have a start date.
- b. Three bids were received and opened publicly on Monday, November 1st. Board approved a contract with Jarvis Signs on November 20, 2024.
- c. This project involves purchasing new signposts 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).

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

- a. No update. Survey and design work is in progress.
- b. NDOT sent an estimated project timeline of 5 weeks for the survey and 6-8 weeks for the signal and intersection design work. Based on this schedule design would be completed at the end of January 2025 with construction anticipated thereafter.
- c. Chip Knauf is the project manager with NDOT and is working with consulting engineers with KCI Technologies on design. The Board of Commissioners will have opportunity to comment prior to completion of final design plans for the intersection and will receive final cost estimates for actual construction expenses prior to NDOT awarding construction.

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

- a. Awaiting TDOT signatures on our final environmental review documents as of 12/13/2024.
- b. The project is still in the first of four project phases, pending completion of cultural resources approval necessary before design can officially begin.
- c. To-date, project expenses total \$74,883.40 with \$64,661.92 reimbursed by the State of Tennessee (TDOT multimodal grant).

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

- a. Scheduled a city leadership informational meeting for January 16th at 3 pm. Jennifer is working with Brandon Taylor on illustrations/design boards.
- b. 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.
- c. 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. LDA continues to collect our asset data from all residential properties in the City (see most recent progress report attached). Approximately 15% complete as of 12/12/2024.
- b. Continue attending monthly town halls with TDEC on grant required milestones.
- c. A site visit with TDEC was successfully completed on October 9, 2024.
- d. LDA is currently collecting data throughout the city. 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. No Update. The design contract was approved subject to the city attorney's review; Jennifer and Brandon Taylor need to schedule a kickoff meeting and develop a timeline for all key deliverables.
- b. In October, the Board approved KCI 's design proposal for 100% engineering design of the following two traffic calming projects; start of these projects was delayed while we completed revisions to the terms and conditions of the contractual agreement:
 - 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. Awaiting more information from CEC Engineering on improving the existing underground drainage lines in the cul-de-sac; including identifying any connection to Sugartree Creek.
- b. Jennifer Moody, Steve Casey with CEC, and Nathan McVay met on November 19th on-site to discuss drainage in the cul-de-sac segment of Walnut Drive. The immediate neighbors, the Caldwells and the Grays, were invited to participate in the meeting.
- c. Project webpage at <https://citybellemeade.org/walnut-drive-project/>
- d. The project is currently on hold and continue open communication with all Walnut Drive residents, while considering more economical solutions.

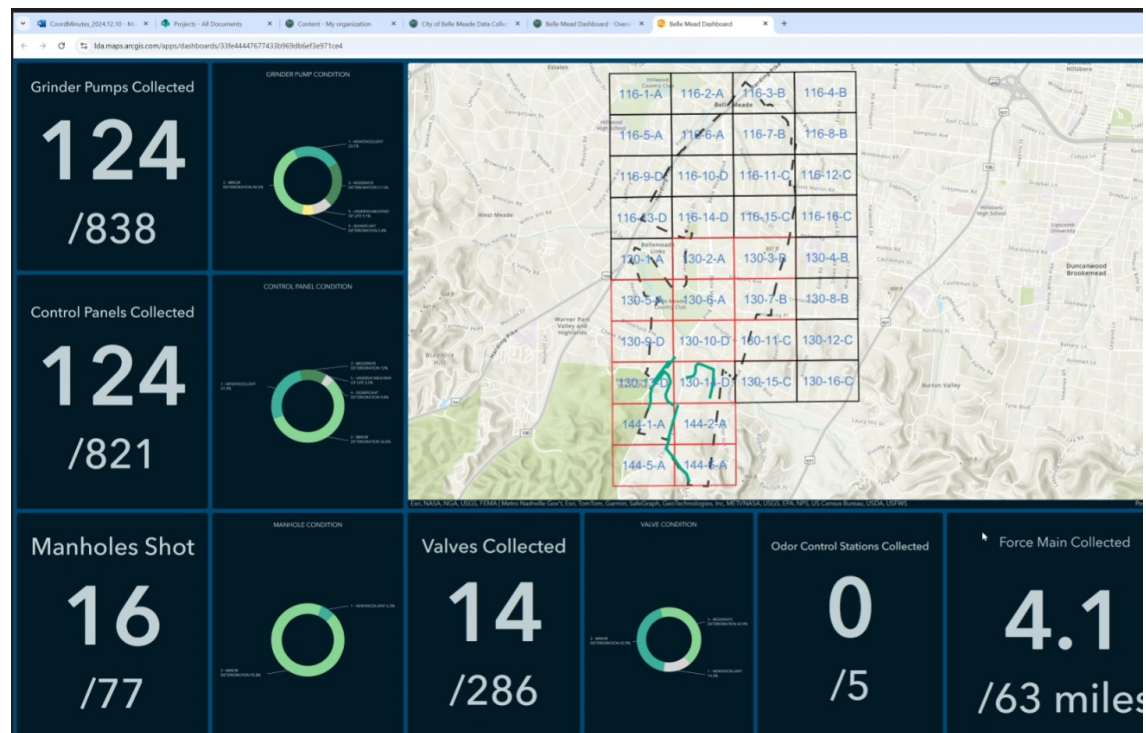
Jennifer Moody

From: Paul Couey <PCouey@ldainc.com>
Sent: Thursday, December 12, 2024 8:59 AM
To: Nathan McVay; Jennifer Moody
Cc: Zack Daniel; Taylor Hagood
Subject: Belle Meade Progress Update

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning and Happy Holidays,

I hope everyone is doing well and staying warm today. Here's a screenshot of the progress as of 12/10. The force main's numbers have not yet been updated on the storyboard, but it is at 6.1 miles now.



Thanks,

Paul Couey, LSIT
 Client Services Leader
 For Surveying and Geospatial Services
 C: 615.879.2049

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Leigh Mills, Finance Director
Date: December 18, 2024
Re: Audit Services Agreement for FY 2025
(optional renewals for FYs 2026 and 2027)

Background

In Tennessee, each municipality's governing body is responsible for obtaining annual audits of "all departments, boards, and agencies under its jurisdiction that receive and disburse funds ... [including] general funds, highway funds, school funds, public utilities, and municipal courts." The official accounting records of the municipality are required to be closed and available for audit no later than two months after the close of the fiscal year. The audit must be completed "as soon as practicable after the end of the fiscal year". T.C.A. § 6-56-105.

The City of Belle Meade is required by law to have an annual audit performed each year by auditors (must be deemed qualified by the Tennessee Comptroller of the Treasury). The audit fees are typically of such an amount that competitive sealed bids are required.

Competitive Procurement

A competitive Request for Qualifications (RFQ) was advertised on the city's website, Vendor Registry and proposals were solicited by direct emails. The Tennessee Comptroller of the Treasury maintains a list of qualified audit firms upon request and emails were sent to everyone on that list.

The process was highly competitive and resulted in six (6) firms providing Statements of Qualifications. The City's evaluation committee was made up of the City Manager, Finance Director, and a City Commissioner, who each independently scored the firms against the evaluation criteria. Crosslin received the highest score and, next, the City obtained an Engagement Letter for audit services for fiscal year 2025 with optional renewals for fiscal years 2026 and 2027.

Recommendation

The Board is recommended to approve a three-year Agreement with Crosslin, PLLC to provide professional services for the fiscal years 2025, 2026 and 2027.

Fiscal Impact

None at this time.

In the current year's budget, \$28,500 has been the budgeted amount available to support this expenditure. Those funds will support all expenses related to the fiscal year ending June 30 2024 audit report. The Board will need to budget \$25,000 in the next annual budget to cover the expenses for the fiscal year ending June 30, 2025 audit report. When the budget for FY 2026 is approved, it will include this expense in the General Fund under Professional Services – account 110-41000-250.

Attachments

Engagement Letter

Evaluation Committee Scoring Summary

STATEMENT OF QUALIFICATIONS RECEIVED FOR BELLE MEADE ANNUAL AUDIT SERVICES
RFQ Deadline NOON on WEDNESDAY, DECEMBER 04, 2024

		<i>EVALUATION COMMITTEE SCORING SUMMARY</i>			
No.	NAME OF FIRM	Reviewer 1	Reviewer 2	Reviewer 3	Totals
1	Perry and Associates	85	95	96	276
2	Kraft CPAs	85	85	98	268
3	Mauldin and Jenkins	85	100	99	284
4	UHY	90	80	98	268
5	CLA	80	90	97	267
6	Crosslin	100	95	100	295



December 12, 2024

To Honorable Mayor and Board of Commissioners
 City of Belle Meade, Tennessee
 4705 Harding Pike
 Nashville, Tennessee 37205

We are pleased to confirm our understanding of the services we are to provide to the City of Belle Meade, Tennessee (the City) for the year ending June 30, 2025, with optional renewals for the years ending June 30, 2026 and 2027.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the years ended June 30, 2025, 2026 and 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
- 3) Schedule of Contributions Based on Participation in the Public Employee Pension Plan of TCRS
- 4) Schedule of Changes in Total Other Post Employment Benefits Liability and Related Ratios - Local Government Group Insurance Plan



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Balance Sheet - Nonmajor Governmental Funds - Special Revenue Funds
- 2) Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Governmental Funds - Special Revenue Funds
- 3) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual - State Street Aid Fund
- 4) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual - Beautification Fund
- 5) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual Schedule - Waste Collection (Sanitation)
- 6) Schedule of Changes in Property Taxes Receivable
- 7) Schedule of Major Fund Expenditures
- 8) Schedule of Expenditures of Federal and State Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Schedule of Property Tax Rates and Assessments - Last Ten Years (unaudited)
- 3) Schedule of Utility Rate Structure and Number of Customers (unaudited)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
Page 5

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and the Board of Commissioners of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Documentation And Reproduction Of Audit Report

The audit documentation for this engagement is the property of Crosslin, PLLC ("Crosslin") and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a state or federal agency providing direct or indirect funding, or the U.S. GAO for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Crosslin's personnel. Upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained by us in accordance with Crosslin's policies and procedures. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

E-Mail Communication

In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Peer Review Reports

GAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports to the party contracting for the audit, if requested by the client. Our most recent peer review report accompanied our proposal response to your RFP. The peer review letter is also available on the AICPA website.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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Offering Document

Should the City wish to include or incorporate by reference these financial statements and our audit report thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future offering documents will be determined at the time the services are to be performed.

Should the City wish to include or incorporate by reference these financial statements and our audit report thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report on such financial statements, and we are not otherwise associated with the offering document, then the City agrees to include the following language in the offering document:

“Crosslin, PLLC, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crosslin, PLLC also has not performed any procedures relating to this official statement.”

Management Representations

As required by auditing standards generally accepted in the United States of America, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management’s representations to an effective audit, the City will release and indemnify Crosslin and its personnel from any liability and costs relating to our services under this agreement attributable to any misrepresentations by management.

Availability Of Records And Personnel

The City agrees that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have full cooperation of, and unrestricted access to, the City personnel during the course of the engagement. You also agree to use our document management system Suralink, to provide requested documents to us.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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The City also agrees to ensure that any third party valuation reports that the City provides to us to support amounts or disclosures in the financial statements 1) indicate the purpose for which they were intended, which is consistent with the City's actual use of such reports; and 2) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance By Your Personnel And Internet Access

We also ask that the City personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to the City's employees and/or customers should be provided to us. In addition, we ask that the City provide high-speed Internet access to our engagement team, if practicable, while working on its premises. This assistance will serve to facilitate the progress of our work.

Dispute Resolution Procedure

Any dispute, controversy, or claim between you and Crosslin arising out of or relating to the agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys fees of any type, and/or costs charged under this agreement, shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be Nashville, Tennessee, the city in which the Crosslin office providing the majority of the services involved under this agreement is located, unless the parties agree in writing to a different location.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the agreement shall be governed by the laws of the State of Tennessee (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all arbitration claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the agreement.

The parties to the agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

The Government shall bring no arbitration claim more than one (1) year following the completion of the services provided under this agreement to which the arbitration claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such arbitration claims.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of Crosslin regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Engagement Administration And Fees

Jennifer Manternach is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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Our fees are based upon the time required by the individuals assigned to the engagements. The fees are based on anticipated cooperation from your personnel and the assumption that significant unexpected circumstances will not be encountered during the audits. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fees are as follows:

Year Ended	Audit Engagement Fee
June 30, 2025	\$25,000
Optional Renewal	
June 30, 2026	\$26,000
June 30, 2027	\$27,000

If significant additional time is necessary due to specific circumstances beyond our control which increases the scope of the audit, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Specific examples of items requiring additional audit time would be the discovery of fraud or illegal activities, significant changes in the nature of funds or the reporting entity as required by GASB (i.e. component unit), Single Audit under the OMB Uniform Guidance (i.e. federal grant funds), increases in scope as requested by the Mayor and Board of Commissioners. All such matters will be discussed with you in advance.

This engagement includes only those services specifically desired in this agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to be object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Government or its management for the production of documents and/or testimony relative to information we obtained or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

If at least 80% of our requests are not provided at the start of the agreed upon fieldwork dates, a fee of \$2,000 will be charged for our lost time and scheduling changes. If significant additional time is required by us close to the issuance date of the financial statements due to lack of items required to complete the audit on Suralink or additional delays in timing, this time will also be billed to you at 80% of our standard billing rates.



To Honorable Mayor and Board of Commissioners
City of Belle Meade, Tennessee
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State Of Tennessee Comptroller's Office Additional Procedures And Referral Letters

From time to time, the State of Tennessee's Comptroller's Office will send letters to all CPA firms requiring that new, additional procedures are to be performed related to specific topics outside the scope of the audit and/or send letters to CPA firms regarding notifications that they received from local governments, independent certified public accounting firms, private citizens, and other concerned parties regarding potential fraud, waste, and abuse of public funds. Certain notifications received by the Comptroller's Office are referred to the contract auditor summarizing the nature of the concerns addressed in the notification as well as the CPA firm's responsibilities regarding the referral, which may require a detailed investigation that are below our audit scope. In either case, Crosslin will perform the additional work at a reduced rate, which will be communicated to you first and then billed as a separate line item from the engagement fee noted above.

* * * * *

We appreciate the opportunity to be of service to the City of Belle Meade, Tennessee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us. We appreciate your business, and we look forward to many years of pleasant association with you and the City.

Very truly yours,

Jennifer Manternach
Audit Principal

RESPONSE:

This letter correctly sets forth the understanding of City of Belle Meade, Tennessee.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

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

	YTD October-24 Actual	YTD October-23 Actual	YTD October-22 Actual	YTD October-21 Actual	Average October 2021 to 2024
Operating Revenue					
Property and other taxes	\$ 44,521	\$ 711,567	\$ 770,787	\$ 587,668	\$ 528,636
Mixed drink taxes	18,614	16,614	23,276	20,281	19,696
Permits and fees	139,736	125,983	202,249	141,714	152,421
State sales taxes	85,854	81,763	109,986	105,017	95,655
State income taxes	-	-	-	-	-
Gross receipts - TVA	8,811	8,888	8,720	7,553	8,493
Franchise taxes	-	12,697	18,340	21,535	13,143
In lieu of tax - utilities	-	-	-	-	-
Sports betting tax	1,318	1,016	1,008	508	963
Road Maintenance Fee MOU	-	333,533	-	297,872	157,851
Public safety charges	55,951	43,587	31,595	20,260	37,848
Stormwater User Fee	-	292,780	272,835	85,443	162,765
Court fines and costs	84,464	59,102	96,683	87,980	82,057
State beer tax	666	699	720	704	697
State-city streets	1,650	1,329	1,772	1,811	1,641
Other revenues (includes grants)	382	752	1,280	67,070	17,371
Interest earnings	257,676	227,979	80,888	25,457	148,000
Net Change in Value of Investments	85,555	37,737	(60,446)	(25,568)	9,320
Contributions	350	500	3,500	29,740	8,523
	<u>\$ 785,548</u>	<u>\$ 1,956,526</u>	<u>\$ 1,563,193</u>	<u>\$ 1,475,045</u>	<u>\$ 1,445,078</u>
Operating Expenditures					
General government	\$ 324,467	\$ 278,746	\$ 311,384	\$ 267,665	\$ 295,566
Police	849,147	930,607	724,948	598,641	775,836
Building inspection	96,361	36,489	42,181	41,277	54,077
Public Works	41,681	70,005	79,948	65,156	64,198
Stormwater	-	84,381	138,265	134,023	89,167
Solid waste collection	250,201	252,154	222,362	169,668	223,596
Landscape Services	64,586	56,376	56,660	56,602	58,556
	<u>\$ 1,626,443</u>	<u>\$ 1,708,758</u>	<u>\$ 1,575,748</u>	<u>\$ 1,333,032</u>	<u>\$ 1,560,995</u>
Excess rev vs (exp) from Operations	<u>\$ (840,895)</u>	<u>\$ 247,768</u>	<u>\$ (12,555)</u>	<u>\$ 142,013</u>	<u>\$ (115,917)</u>
Capital Revenue and Expenditures					
Grant Revenue	-	-	-	-	-
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	201,246	140,850	56,300	50,672.00	112,267
Net rev vs net (exp)	<u>\$ (1,042,141)</u>	<u>\$ 106,918</u>	<u>\$ (68,855)</u>	<u>\$ 91,341</u>	<u>\$ (228,184)</u>
Assets					
Cash	\$ 165,503	\$ 464,241	\$ 365,054	\$ 445,793	
Investments	6,505,447	10,526,121	9,922,604	9,308,704	
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	141,155	107,667	189,901	137,285	
Other assets	94,622	99,573	68,341	65,109	
	<u>\$ 20,391,064</u>	<u>\$ 20,913,618</u>	<u>\$ 19,890,153</u>	<u>\$ 18,272,231</u>	
Liabilities and Reserves					
Payables and accrued liab	147,501	307,454	147,388	57,050	
Deferred rev - prop taxes	3,357,543	3,357,543	3,329,233	3,306,275	
Deferred rev - ARPA grant	647,104	747,679	848,007	-	
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	(1,042,141)	106,918	(68,855)	91,341	
	<u>\$ 20,391,064</u>	<u>\$ 20,913,618</u>	<u>\$ 19,890,153</u>	<u>\$ 18,272,231</u>	

City Of Belle Meade - General Fund
Condensed Financial Statement - (Budget vs Actual)
October 31, 2024

	Fiscal 2025 Budget	YTD 2025 Budget	YTD October-24 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,334,201	\$ 44,330	\$ 44,521	\$ 191	0%
Mixed drink taxes	55,000	13,750	18,614	4,864	35%
Permits and fees	250,000	83,333	139,736	56,403	68%
State sales taxes	359,724	89,931	85,854	(4,077)	-5%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	35,392	8,848	8,811	(37)	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	20,000	55,951	35,951	180%
Stormwater User Fee	-	-	-	-	0%
Court fines and costs	210,000	70,000	84,464	14,464	21%
State beer tax	1,334	334	666	333	100%
State-city streets	5,309	1,327	1,650	323	24%
Sports betting tax	5,222	1,306	1,318	13	1%
Other revenues	1,460	487	382	(105)	-22%
Interest earnings	400,000	133,333	257,676	124,343	93%
Net Change in Value of Investments	-	-	85,555	85,555	0%
Contributions	15,000	313	350	38	12%
	<u>\$ 5,095,514</u>	<u>\$ 467,291</u>	<u>\$ 785,548</u>	<u>\$ 318,257</u>	<u>35%</u>
Operating Expenditures					
General government	\$ 1,027,687	\$ 342,562	\$ 324,467	\$ 18,095	-5%
Police	2,469,229	823,076	849,147	(26,071)	3%
Building inspection	255,293	85,098	96,361	(11,263)	13%
Public Works	279,859	93,286	41,681	51,605	-55%
Stormwater	-	-	-	-	0%
Solid waste collection	635,300	211,767	250,201	(38,434)	18%
Landscape Services	167,000	55,667	64,586	(8,919)	16%
	<u>\$ 4,834,368</u>	<u>\$ 1,611,456</u>	<u>\$ 1,626,443</u>	<u>\$ (14,987)</u>	<u>-10%</u>
Excess rev vs (exp) from Operations	<u>\$ 261,146</u>	<u>\$ (1,144,165)</u>	<u>\$ (840,895)</u>	<u>\$ 333,244</u>	<u>45%</u>
Capital Revenue and Expenditures					
Grant Revenue	925,009	-	-	-	0%
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	2,982,055	994,018	201,246	792,772	-80%
Net rev vs net (exp)	<u>\$ (1,795,900)</u>	<u>\$ (2,138,183)</u>	<u>\$ (1,042,141)</u>	<u>\$ 1,096,042</u>	<u>-16%</u>
Assets					
			October 31, 2024	October 31, 2023	
Cash			\$ 165,503	\$ 464,241	
Investments			6,505,447	10,526,121	
Investments - Designated			10,126,793	6,358,473	
Property taxes receivable			3,357,543	3,357,543	
Other receivables			141,155	107,667	
Other assets			94,622	99,573	
			<u>\$ 20,391,064</u>	<u>\$ 20,913,618</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 147,501	\$ 307,454	
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			(1,042,141)	106,918	
			<u>\$ 20,391,064</u>	<u>\$ 20,913,618</u>	

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

Solicitor Permits	\$	12
Holiday Permit Entrance Fees		370
Totals	\$	<u>382</u>



Capital Budget Report - General Fund - October 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	\$193,027	\$1,192,603
Total Streets	\$1,735,630	\$1,906,250	\$993,207	\$350,000	\$350,000	\$5,335,087	\$193,027	\$1,542,603
Total	\$2,982,056	\$2,244,350	\$1,155,275	\$520,172	\$528,681	\$7,430,534	\$201,246	\$2,780,810

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

110-42100-944

110-42100-940/110-41000-940

110-41000-940

110-41000-930/110-43100-930

110-43100-930/110-43100-940

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

ASSETS	FY 2025	FY 2024
Current assets:		
Cash and cash equivalents	\$ 214,291	\$ 110,248
Cash and cash equivalents- restricted		
Investments	1,948,381	1,739,737
Receivables (net of allowance for uncollectible)	44,658	46,024
Prepays	4,980	5,126
Inventory	11,069	13,438
Total current assets	<u>2,223,379</u>	<u>1,914,573</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,484,216	7,269,929
Accumulated Depreciation	(6,922,205)	(6,765,664)
Total capital assets (net of accumulated depreciation)	<u>1,117,609</u>	<u>1,059,862</u>
TOTAL ASSETS	<u>\$ 3,340,988</u>	<u>\$ 2,974,435</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	37,680	35,059
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>37,680</u>	<u>35,059</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>44,649</u>	<u>41,789</u>
NET POSITION		
Change in Net Position	185,904	124,870
Net investment in capital assets	166,086	322,627
Restricted	-	-
Unrestricted	2,944,349	2,485,149
TOTAL NET POSITION	<u>3,296,339</u>	<u>2,932,646</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,340,988</u>	<u>\$ 2,974,435</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended October 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	\$ 170,539	\$ 195,088	\$ 139,082	14%
Permits	1,600	533	600	1,000	13%
Total operating revenues	513,217	171,072	195,688	140,082	14%
Operating expenses:					
Salaries	66,905	22,302	20,293	15,269	9%
Payroll Taxes	5,118	1,706	1,503	1,126	12%
Health/Dental & Life Ins.	16,351	5,450	4,513	4,403	17%
Retirement	4,738	1,579	1,668	1,383	-6%
Clothing & Uniforms	1,330	443	50	40	89%
Education & Training	820	273	-	50	100%
Telephone, Internet	1,500	500	354	362	29%
Professional Services	20,630	6,877	4,562	1,923	34%
Insurance	7,800	2,600	2,490	2,738	4%
Repair & Maintenance Pumps	53,950	17,983	8,624	16,608	52%
Repair & Maintenance Vehicle	2,000	667	2,221	1,188	-233%
Repair & Maintenance Other Equipment	1,500	500	-	-	100%
Operating Supplies	1,351	450	177	138	61%
Chemicals	115,000	28,750	26,400	50,895	8%
Gasoline, Oil	6,000	2,000	421	638	79%
Consumable Tools	500	167	-	-	100%
Depreciation	275,000	-	-	-	0%
Total operating expenses	580,493	92,248	73,276	96,761	21%
Operating income	(67,276)	78,825	122,412	43,321	-55%
Nonoperating revenues:					
Interest income	60,000	20,000	34,092	28,149	-70%
Other income - TDEC grant	666,646	222,215	-	-	100%
Gain (loss) on sale of assets	-	-	-	-	0%
Total nonoperating revenues (expenses)	726,646	242,215	34,092	28,149	86%
Income before contributions and transfers	659,370	321,040	156,504	71,470	51%
Contributions and transfers					
Tap and access fees	16,000	5,333	6,000	10,000	-13%
Capital contributions	55,850	18,617	23,400	43,400	-26%
Total contributions and transfers	71,850	23,950	29,400	53,400	-23%
Change in position	\$ 731,220	\$ 344,990	\$ 185,904	\$ 124,870	46%

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

ASSETS	FY 2025	FY 2024	FY 2023	FY 2022
Current assets:				
Cash and cash equivalents	\$ 214,291	\$ 110,248	\$ 167,824	\$ 84,332
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,948,381	1,739,737	1,467,947	1,280,037
Receivables (net of allowance for uncollectible)	44,658	46,024	45,088	43,941
Prepays	4,980	5,126	3,597	3,426
Inventory	11,069	13,438	15,064	5,548
Total current assets	<u>2,223,379</u>	<u>1,914,573</u>	<u>1,699,520</u>	<u>1,417,284</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	-
Improvements other than buildings	555,598	555,598	555,598	555,598
Machinery and equipment	7,484,216	7,269,929	7,055,855	6,862,235
Accumulated Depreciation	(6,922,205)	(6,765,664)	(6,499,371)	(6,251,659)
Total capital assets (net of accumulated depreciation)	<u>1,117,609</u>	<u>1,059,862</u>	<u>1,112,082</u>	<u>1,166,174</u>
TOTAL ASSETS	<u>\$ 3,340,988</u>	<u>\$ 2,974,435</u>	<u>\$ 2,811,602</u>	<u>\$ 2,583,458</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	37,680	35,059	32,169	5,019
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>37,680</u>	<u>35,059</u>	<u>32,169</u>	<u>5,019</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>44,649</u>	<u>41,789</u>	<u>36,600</u>	<u>9,562</u>
NET POSITION				
Change in Net Position	185,904	124,870	167,036	145,620
Net investment in capital assets	166,086	322,627	588,920	836,632
Restricted	-	-	-	-
Unrestricted	2,944,349	2,485,149	2,019,046	1,591,644
TOTAL NET POSITION	<u>3,296,339</u>	<u>2,932,646</u>	<u>2,775,002</u>	<u>2,573,896</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,340,988</u>	<u>\$ 2,974,435</u>	<u>\$ 2,811,602</u>	<u>\$ 2,583,458</u>

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

	October 2024	October 2023	October 2022	October 2021	4 Year
	FY Actual YTD	FY Actual YTD	FY Actual YTD	FY Actual YTD	Average
Operating revenues:					
Sewer user fees	\$ 195,088	\$ 139,082	\$ 185,768	\$ 182,168	\$ 175,526
Permits	600	1,000	1,000	600	800
Total operating revenues	\$ 195,688	\$ 140,082	\$ 186,768	\$ 182,768	\$ 176,326
Operating expenses:					
Salaries	\$ 20,293	\$ 15,269	\$ 16,874	\$ 16,346	\$ 17,196
Payroll Taxes	1,503	1,126	1,256	1,174	1,265
Health/Dental & Life Ins.	4,513	4,403	3,974	2,703	3,898
Retirement	1,668	1,383	1,304	1,348	1,426
Clothing & Uniforms	50	40	195	227	128
Education & Training	-	50	-	-	13
Telephone, Internet	354	362	417	363	374
Professional Services	4,562	1,923	1,995	1,286	2,441
Insurance	2,490	2,738	1,798	1,689	2,179
Repair & Maintenance Pumps	8,624	16,608	7,250	6,512	9,749
Repair & Maintenance Vehicle	2,221	1,188	887	349	1,161
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	177	138	40	171	131
Chemicals	26,400	50,895	49,520	44,620	42,859
Gasoline, Oil	421	638	2,184	654	974
Consumable Tools	-	-	-	122	31
Depreciation	-	-	-	-	-
Total operating expenses	\$ 73,276	\$ 96,761	\$ 87,694	\$ 77,564	\$ 83,824
Operating income	\$ 122,412	\$ 43,321	\$ 99,074	\$ 105,204	\$ 92,503
Nonoperating revenues:					
Interest income	34,092	28,149	10,254	82	18,144
Other income	-	-	-	12,500	3,125
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	34,092	28,149	10,254	12,582	21,269
Income before contributions and transfers	156,504	71,470	109,328	117,786	113,772
Contributions and transfers					
Tap and access fees	6,000	10,000	10,000	6,000	8,000
Capital contributions	23,400	43,400	47,708	21,834	34,086
Total contributions and transfers	29,400	53,400	57,708	27,834	42,086
Change in position	\$ 185,904	\$ 124,870	\$ 167,036	\$ 145,620	\$ 155,857

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

	Fiscal 2024 Budget	YTD 2024 Budget	YTD October-24 Actual
Revenue			
Stormwater User Fees	\$ 296,000	\$ 296,000	\$ 282,202
	<u>\$ 296,000</u>	<u>\$ 296,000</u>	<u>\$ 282,202</u>
Expenditures			
Consultant's Services	72,960	24,320	5,923
Repair & Maintenance - Other	178,240	163,387	153,260
Other Improvements - Capital	500,000	-	-
	<u>\$ 751,200</u>	<u>\$ 187,707</u>	<u>\$ 159,183</u>
Net rev vs (net exp)	<u>\$ (455,200)</u>	<u>\$ 108,293</u>	<u>\$ 123,019</u>
Assets			
Cash		\$	123,019
Other receivables			-
Other assets			-
		<u>\$</u>	<u>123,019</u>
Liabilities and Reserves			
Payables and accrued liabilities			-
Fund Balance			-
Revenues < expenditures			123,019
		<u>\$</u>	<u>123,019</u>

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

	Fiscal 2024 Budget	YTD 2024 Budget	YTD September-24 Actual	YTD September-23 Actual	YTD Actual vs Last Yr
Revenue					
Interest Earnings	\$ 2,000	\$ 500	\$ 832	\$ 1,105	-25%
Grant Revenue	-	-	-	-	0%
Contributions-Memorials	500	125	50	450	-89%
Contributions- Dues	75,000	18,750	7,990	4,095	95%
	<u>\$ 77,500</u>	<u>\$ 19,375</u>	<u>\$ 8,872</u>	<u>\$ 5,650</u>	<u>57%</u>
Expenditures					
Public Relations	4,000	1,000	-	352	-100%
Repair & Maintenance Services	12,000	3,000	3,240	3,240	0%
Horticultural Supplies & Services	64,500	16,125	-	-	0%
Other Improvements	185,000	-	-	-	0%
	<u>\$ 265,500</u>	<u>\$ 20,125</u>	<u>\$ 3,240</u>	<u>\$ 3,592</u>	<u>-10%</u>
Net rev vs (net exp)	<u>\$ (188,000)</u>	<u>\$ (750)</u>	<u>\$ 5,632</u>	<u>\$ 2,058</u>	<u>174%</u>
Assets					
Cash			\$ 294,237	\$ 273,796	
Other receivables				-	
Other assets			-	-	
			<u>\$ 294,237</u>	<u>\$ 273,796</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			288,605	271,738	
Revenues < expenditures			5,632	2,058	
			<u>\$ 294,237</u>	<u>\$ 273,796</u>	

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

	Fiscal 2024 Budget	YTD 2024 Budget	YTD September-24 Actual	YTD September-23 Actual	YTD Actual vs Last Yr
Revenue					
Gasoline & Motor Fuel Tax	\$ 101,535	\$ 16,923	\$ 17,773	\$ 26,627	-33%
	<u>\$ 101,535</u>	<u>\$ 16,923</u>	<u>\$ 17,773</u>	<u>\$ 26,627</u>	<u>-33%</u>
Expenditures					
Street Lighting	67,500	16,875	15,721	15,856	-1%
Repair & Maintenance - Roads & R-O-W	34,035	8,509	827	5,388	-85%
	<u>\$ 101,535</u>	<u>\$ 25,384</u>	<u>\$ 16,548</u>	<u>\$ 21,244</u>	<u>-22%</u>
Net rev vs (net exp)	<u>\$ 0</u>	<u>\$ (8,461)</u>	<u>\$ 1,225</u>	<u>\$ 5,383</u>	<u>-77%</u>
Assets					
Cash			\$ 180,119	\$ 166,479	
Other receivables			8,830	17,792	
Other assets			-	-	
			<u>\$ 188,949</u>	<u>\$ 184,271</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			187,724	178,888	
Revenues < expenditures			1,225	5,383	
			<u>\$ 188,949</u>	<u>\$ 184,271</u>	

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

First Horizon Advisors Account	2024	
	Current Period	
Beginning Balance	\$	7,087,243.39
Additions & Withdrawals		(83,176.29)
Interest Income		40,176.29
Taxes, Fees & Expenses		-
Change in Value		(16,241.75)
Ending Balance	\$	7,028,001.64

Interest Income (includes First Horizon Checking Account):

July 2024	\$	25,222.82
August		13,563.83
September		42,525.44
October		17,003.81
November		40,176.29

TOTAL	\$	138,492.19
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City of Belle Meade**Investment Schedule - General Fund
Local Government Investment Pool
Balance at November 30, 2024**

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 8,917,297	4.74%	4.94%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 33,836.28
Fiscal year-to-date	\$ 193,196.23

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

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

From Operating Cash to Investment Pool (deposit):

11/18/2024	\$ 350,000.00
-------------------	----------------------

Total	\$ 350,000.00
--------------	----------------------

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.	12,140.92
	<u>\$ 659,244.92</u>

City of Belle Meade**Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at November 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	\$ 2,106,225	4.74%	4.94%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 7,843.91
Fiscal year-to-date	\$ 41,936.56

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

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

From Operating Cash to Investment Pool (deposit):

11/18/2024	\$ 150,000.00
-------------------	----------------------

Total	\$ 150,000.00
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**City of Belle Meade
Payment Register By Date**

User: Leigh Mills
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<u>Bank Name</u>		<u>Bank Number</u>				
Beautification Operating Account		000000000001				
<u>Payment Number</u>	<u>Payment Type</u>	<u>Check Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
1191	CHK	Regular	Landscape Services, Inc.	489	11/08/2024	\$1,800.00
1192	CHK	Regular	Boy Scouts of America Troop 6	1138	11/21/2024	\$6,498.00
1193	CHK	Regular	Landscape Services, Inc.	489	11/21/2024	\$15,663.38
Bank Total:						\$23,961.38
Bank Payment Count:						3

Date/Time: 12/13/2024 8:44 AM			City of Belle Meade Payment Register By Date			User: Leigh Mills Page 2 of 7	
<u>Bank Name</u>		<u>Bank Number</u>					
Employee Fund		000000000001					
<u>Payment Number</u>	<u>Payment Type</u>	<u>Check Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
1116	CHK	Regular	Bankcard Center	1230	11/08/2024	\$6,915.25	
Bank Total:						\$6,915.25	
Bank Payment Count:						1	

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City of Belle Meade
Payment Register By DateUser: Leigh Mills
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Bank Name	Bank Number
General Fund Operating Account	000000000001
Checking	

Payment Number	Payment Type	Check Type	Vendor Name	Vendor ID	Payment Date	Payment Amount
13712	CHK	Regular	Ameritas Life Insurance Corp.	415	11/08/2024	\$248.71
13713	CHK	Regular	Bankcard Center	1230	11/08/2024	\$1,028.14
13714	CHK	Regular	Clean Earth Collections LLC	168	11/08/2024	\$1,975.00
13715	CHK	Regular	CMS Uniforms & Equipment	150	11/08/2024	\$255.17
13716	CHK	Regular	Delta Dental of Tennessee	214	11/08/2024	\$1,636.07
13717	CHK	Regular	Element 47, LLC	1283	11/08/2024	\$145.00
13718	CHK	Regular	Hart Hardware - Belle Meade	420	11/08/2024	\$5.39
13719	CHK	Regular	ITS Dept. (Radio Communications)	1067	11/08/2024	\$836.00
13720	CHK	Regular	J & J Services, Inc.	1286	11/08/2024	\$656.35
13721	CHK	Regular	Keystone Business Solutions	475	11/08/2024	\$3,329.62
13723	CHK	Regular	MUTUAL OF OMAHA	1112	11/08/2024	\$1,118.12
13724	CHK	Regular	Nashville Business Journal	605	11/08/2024	\$200.00
13725	CHK	Regular	NTB Tire & Service Centers	1408	11/08/2024	\$592.74
13726	CHK	Regular	O'Reilly Auto Parts	1176	11/08/2024	\$36.08
13727	CHK	Regular	Office Depot	652	11/08/2024	\$92.72
13728	CHK	Regular	Rusty Terry	1420	11/08/2024	\$56.91
13729	CHK	Regular	Shred On The Run	824	11/08/2024	\$50.00
13730	CHK	Regular	Stalker Radar	819	11/08/2024	\$90.00
13731	CHK	Regular	Staples Advantage	816	11/08/2024	\$274.71
13732	CHK	Regular	State Of TN/Dept. Of General Services	787	11/08/2024	\$400.00
13733	CHK	Regular	Tennessee Department Of Safety	883	11/08/2024	\$479.75
13734	CHK	Regular	Tennessee Dept. Of Revenue - Registration I	865	11/08/2024	\$323.00
13735	CHK	Regular	Tim Lynch, Ph.D., D.CEP, LLC	1398	11/08/2024	\$275.00
13736	CHK	Regular	UniFirst Corporation	985	11/08/2024	\$33.42
13737	CHK	Regular	Wells Fargo Financial Leasing, Inc.	1478	11/08/2024	\$350.07
13738	CHK	Regular	Wex Bank	1037	11/08/2024	\$5,407.64
13739	CHK	Regular	Bridgestone/Firestone, Inc.	1561	11/08/2024	\$2,753.35
13740	CHK	Regular	Hart Hardware - Belle Meade	420	11/08/2024	\$44.07
13741	CHK	Regular	Landscape Services, Inc.	489	11/08/2024	\$3,160.20
13742	CHK	Regular	Bridgestone/Firestone, Inc.	1561	11/21/2024	\$127.23
13743	CHK	Regular	CEC, Inc.	151	11/21/2024	\$11,287.93

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City of Belle Meade
Payment Register By Date

User:

Leigh Mills
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13744	CHK	Regular	Chano & Sons, Inc.	1491	11/21/2024	\$1,749.00
13745	CHK	Regular	CMS Uniforms & Equipment	150	11/21/2024	\$217.56
13746	CHK	Regular	E.T. Lowe Publishing Company, Inc.	491	11/21/2024	\$638.00
13747	CHK	Regular	Econo Signs LLC	257	11/21/2024	\$67.08
13748	CHK	Regular	Franklin Disposal LLC	1115	11/21/2024	\$33,417.20
13749	CHK	Regular	Kerr Electric, Inc.	474	11/21/2024	\$151.17
13750	CHK	Regular	KraftCPAs PLLC	471	11/21/2024	\$10,200.00
13752	CHK	Regular	Legal Shield	514	11/21/2024	\$24.90
13753	CHK	Regular	LexisNexis Risk Solutions	518	11/21/2024	\$200.00
13754	CHK	Regular	Local Government Corporation	488	11/21/2024	\$7,141.30
13755	CHK	Regular	Maricruz Flores	1563	11/21/2024	\$150.00
13756	CHK	Regular	Miller & Martin PLLC	1116	11/21/2024	\$5,703.50
13757	CHK	Regular	O'Reilly Auto Parts	1176	11/21/2024	\$385.91
13758	CHK	Regular	Petty Cash #1	660	11/21/2024	\$73.17
13759	CHK	Regular	Starchase	1513	11/21/2024	\$12,730.00
13760	CHK	Regular	State of Tennessee	1159	11/21/2024	\$41.11
13761	CHK	Regular	UniFirst Corporation	985	11/21/2024	\$66.84
13762	CHK	Regular	Verizon Wireless	992	11/21/2024	\$1,001.03
Bank Total:						\$111,226.16
Bank Payment Count:						49

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City of Belle Meade

Payment Register By Date

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Bank Name		Bank Number				
Sewer Fund Operating Account -		000000000001				
Checking						
Payment Number	Payment Type	Check Type	Vendor Name	Vendor ID	Payment Date	Payment Amount
1709	CHK	Regular	Bankcard Center	1230	11/08/2024	\$245.00
1710	CHK	Regular	Dixon Plumbing Company	222	11/21/2024	\$1,725.00
1711	CHK	Regular	Straeffer Pump and Supply, Inc.	1340	11/21/2024	\$17,440.00
1712	CHK	Regular	Wascon, Inc.	997	11/21/2024	\$16,118.08
Bank Total:						\$35,528.08
Bank Payment Count:						4

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City of Belle Meade
Payment Register By Date

User: Leigh Mills
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Bank Name	Bank Number
Stormwater Operating Account	2000049300

Payment Number	Payment Type	Check Type	Vendor Name	Vendor ID	Payment Date	Payment Amount
10008	CHK	Regular	Roadrunner Sweeping	1380	11/08/2024	\$1,520.00
Bank Total:						\$1,520.00
Bank Payment Count:						1

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City of Belle Meade

Payment Register By Date

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Bank Name	Bank Number
Street Aid Operating Account	000000000001
Checking	

Payment Number	Payment Type	Check Type	Vendor Name	Vendor ID	Payment Date	Payment Amount
1259	CHK	Regular	Verizon Wireless	992	11/21/2024	\$782.46
Bank Total:						\$782.46
Bank Payment Count:						1
Grand Total:						\$179,933.33
Grand Payment Count:						59

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INVOICE

SkyCop, Inc.
3736 Getwell Cove
Memphis, TN 38118

AR@skycopinc.com
+1 (901) 410-2151
www.skycopinc.com



Bill to
City of Belle Meade
4705 Harding Rd.
Nashville, TN 37205 US

Ship to
City of Belle Meade
4705 Harding Rd.
Nashville, TN 37205 US

Shipping info
Ship date: 12/13/2024

Invoice details
Invoice no.: 28604
Terms: Net 30
Invoice date: 12/13/2024
Due date: 01/12/2025

Sales Rep: Joe Patty

#	Product or service	Description	Qty	Rate	Amount
1.	123-3F-CN-TRING (Sale)	123 Enclosure with 3 fixed IP Camera on a cellular network	9	\$7,500.00	\$67,500.00
2.	Basic Pole Mount Installation (Sale)	Install Skycop NEW Enclosures on designated poles and connect to power. Remove old SkyCop boxes	9	\$875.00	\$7,875.00
3.	Discounts - Enclosures (Sale)	Trade in for old Skycop Boxes. Price is per box	9	-\$200.00	-\$1,800.00
4.	Equipment Installation Labor - Sales	Installation Labor- update Genetec Reader with latest firmware at each upgraded location. *NO CHARGE.	0	\$135.00	\$0.00
5.	Sales Tax	Sales Tax calculated by AvaTax on Fri Dec 13 01:19:40 UTC 2024	1	\$0.00	\$0.00

Total **\$73,575.00**

Ways to pay**Note to customer**

Thanks for your business!

[View and pay](#)

MILLER & MARTIN PLLC		
Attorneys at Law		
Tax ID Number: 62-0449014	ATLANTA, GA	Remittance Address:
Telephone (423) 756-6600	CHARLOTTE, NC	832 Georgia Avenue, Suite 1200
Facsimile (423) 785-8480	CHATTANOOGA, TN	Chattanooga, TN 37402-2289
		December 4, 2024
		29711.0001 DB
		Invoice: 806328
Jennifer Moody		
City Manager		
City of Belle Meade, TN		
4705 Harding Road		
Nashville, TN 37205		
Re: General		
For legal services rendered through November 30, 2024:		
Total Services		\$5,000.00
Total Expenses		\$0.00
Total This Invoice		\$5,000.00
<i>Previous Balance as of December 4, 2024,</i>		<i>\$0.00</i>
<i>Please Disregard if Payment Has Been Made</i>		
TOTAL BALANCE DUE INCLUDING THIS INVOICE		\$5,000.00
Please return this page with payment.		

Clean Earth Collections LLC

P O Box 217
Pegram, TN 37143

cleaneearthcollections.com

(615) 788-3350

cleaneearthcollections@gmail.com

Invoice

Date	Invoice #
12/2/2024	3910

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		12/17/2024

Date	Description	Amount
12/2/2024	December 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 cleaneearthcollections.com



Landscape Services, Inc.

PO Box 200569
Dallas, TX 75320-0569
615-391-3434
payments@lsipros.net
www.LSipros.com

Invoice 177384

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 11/01/2024	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) November 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 U. Moody
12/05/2024

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

Page 1 of 1

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

PO#

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

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

INVOICE DATE 12/01/2024	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) December 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.

Janne M. Madsen
12/05/2024

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

Page 1 of 1



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

November 11, 2024
Invoice No: BMD401 - 2

#2

City of Belle Meade
4705 Harding Pike
Nashville, TN 37205

Professional Services from October 01, 2024 to October 31, 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	8.00	2,820.00	2,115.00	705.00
Total Fee		35,250.00		2,820.00	2,115.00	705.00
		Total Fee				705.00
		Total this Phase				\$705.00

Phase	02	Assist with Asset Management Software			
Fee					
Billing Phase		Percent Fee Complete	Earned	Previous Fee Billing	Current Fee Billing
		56,500.00	1.00	565.00	0.00
Total Fee		56,500.00		565.00	0.00
Total Fee					565.00
Total this Phase					\$565.00

Phase	03	Perform Data Collection			
Fee					
Billing Phase		Percent Fee Complete	Earned	Previous Fee Billing	Current Fee Billing
		503,500.00	12.00	60,420.00	10,070.00
Total Fee		503,500.00		60,420.00	10,070.00
Total Fee					50,350.00
Total this Phase					\$50,350.00

Total this Invoice \$51,620.00

Billings to Date

	Current	Prior	Total
Fee	51,620.00	12,185.00	63,805.00
Totals	51,620.00	12,185.00	63,805.00

Taylor Hagood
Principal and Client Service Lead

Jennifer M. Moody
11-22-2024
P.O. # 110-3918

**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@citybellemead.org

Shipping Address:

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

Invoice: chz125328**Date:** 12/13/2024**Due Date:** 12/23/2024

Product/Services	Qty	Unit Rate	Amount
2 - Garbage service January 2025	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

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Wascon Inc.

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

Invoice

DATE	INVOICE #
12/12/2024	79193

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
3935	Net 30		12/12/2024	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
12	MTL	EXTREME E/ONE AMGP PUMPS			1,962.90	23,554.80
1	FR	FREIGHT			125.00	125.00
		S.N.				
		WH923505				
		WH923506				
		WH922943				
		WH923487				
		WH923517				
		WH923516				
		WH923485				
		WH923486				
		WH923501				
		WH923502				
		WH923753				
		WH923755				
					Total	\$23,679.80