



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
APRIL 19, 2023, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
APRIL 19, 2023, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. MINUTES

Regular Meeting - of March 22, 2023

Attachment: [Minutes - BC March 22 2023.pdf](#)

IV. PUBLIC WORKS

1. Monthly Reports

2. Approve a Parade Permit for the annual Cheekwood Classic Car Parade on Sunday June 18, 2023

Attachment: [Public Works - Memo - Car Show Parade Permit.pdf](#)

Attachment: [Public Works - Attachment - Car Show Parade Application 2023.pdf](#)

3. Approve Olshan Foundation Solutions for Repairs to the Maintenance Building in the amount of \$5,617.52

Attachment: [Public Works - Memo for Drainage Repair to Maint Bldg.pdf](#)

Attachment: [Public Works - Attachment - Drainage Repair to Maint Bldg.pdf](#)

4. Approve Anthony Stone Masonry for the city maintenance projects in the amount of \$11,200.00

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

5. Update on Grant Projects

6. Approve an Engineering Services Agreement with Alfred Benesch and Company, in an amount not to exceed \$313,307, for the Harding Road Sidewalk Project (TDOT Multimodal) Grant Program

Attachment: [Public Works - Memo - Benesch Proposal for Harding Rd Sidewalk Project.pdf](#)

Attachment: [Public Works - Attachment - Benesch Contract and Proposal for Harding Sidewalks.pdf](#)

7. Approve an Engineering Services Agreement with KCI Technologies for Traffic Calming Analysis and 30% Design for Belle Meade Together Plan projects in a total not to exceed \$53,660.00

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

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

V. CITY SERVICES

A. Public Safety

1. Monthly Reports

Attachment: [Police - March Statistics.pdf](#)
Attachment: [Police - Statistical Summary.pdf](#)
Attachment: [Police - Wex Statement.pdf](#)
Attachment: [Police - LPR Report.pdf](#)
Attachment: [Police - Detective Sexton April 2023 MONTHLY REPORT.pdf](#)

2. Approve a 3-year Software Agreement with Clearview AI, for police investigations, in the amount of \$3,000 (\$9,000 total contract value)

Attachment: [Police - Memo - Clearview AI Software Agreement.pdf](#)
Attachment: [Police - Attachment - Clearview AI Software Agreement.pdf](#)

3. Declare a 2017 Dodge Charger, Police Unit 1709, as Surplus Property for Sale

Attachment: [Police - Memo - Surplus Property Patrol Unit 1709.doc](#)

B. Health and Sanitation

1. Monthly Reports

Attachment: [Health.Sanitation Service Calls.pdf](#)
Attachment: [Health.Sanitation TN One Calls.pdf](#)

C. Building/Zoning/Planning

1. Monthly Reports

Attachment: [Building Zoning Planning - Monthly Report.pdf](#)

2. Appoint Member to Municipal Planning Commission

D. Waste Collection - No Matters

E. Beautification/ Landscape

1. Monthly report by Laura Katherine Wood

Attachment: [Beautification Committee Plans.pdf](#)

F. City Communications - No Matters

VI.ADMINISTRATION

A. Finance

1. Financial Statements - February 2023

2. Investment Schedules

Attachment: [Finance - Investment Schedules.pdf](#)

3. Approval of Invoices Over \$5,000

Attachment: [Finance - Invoices.pdf](#)

A.B. Facilities - No Matters

C. Human Resources / Personnel

- 1. Approve Professional Services Agreement with Burris, Thompson and Associates for an Employee Compensation Study in an amount not to exceed \$6,210.00**

Attachment: [HR - Memo - BTA Compensation Study Agreement.pdf](#)

Attachment: [HR - Attachment - BTA Compensation Study Agreement.pdf](#)

VII. LEGISLATION

- 1. ORDINANCE 2023-1, Amending Section 2-101 of the Belle Meade Municipal Code To Increase The Number of Board of Zoning Appeals Members From Five (5) to Seven (7) And To Delete The Provisions of The Code Allowing For Appointment of Alternate Members.**

Attachment: [Ordinance 2023-1 BZA Composition-Revised Version 26440538.1-.pdf](#)

- 2. RESOLUTION 2023-04-- A Resolution to "Opt In" to the State Electrical Permitting and Inspection Program**

Attachment: [Legislation - RES 2023-04 Electrical Exemption 26403936.1_.pdf](#)

- 3. ORDINANCE 2023-2, Amending Section 12-101(2) of the Belle Meade Municipal Code to Clarify that Electrical Permits and Inspections Will No Longer be Subject to the Metropolitan Nashville Codes Department, on first of two readings**

Attachment: [HR - ORD 2023 2 to Amend Building Code re Electrical Inspections 26405289.1_.pdf](#)

VIII. OTHER MATTERS

The next scheduled meeting of the Board of Commissioners will be Wednesday, May 17, 2023 at Belle Meade City Hall 4705 Harding Pike Nashville, TN
BY ORDER OF THE MAYOR



MINUTES
BOARD OF COMMISSIONERS – BOARD OF COMMISSIONERS
MARCH 22, 2023, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE

Call To Order

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

Commissioners Present

- Mayor Rusty Moore
- Vice Mayor Haley Dale
- Jim Hunt
- Louise Bryan
- Neal Clayton

Staff Members Present

- City Manager Jennifer Moody
- Finance Director Leigh Mills
- Chief of Police Chuck Williams
- Public Works Director Larry Smith
- City Recorder Rusty Terry
- Court Clerk Kim Huffines
- Police Lieutenant Mack Mangrum
- City Attorney Dough Berry

PLEDGE OF ALLEGIANCE led by Mayor Moore

PUBLIC COMMENTS - None

MINUTES

Consideration of the Board of Commissioners Regular Meeting - February 15, 2023

Motion to approve: Dale **Second:** Hunt **Vote:** All aye

PUBLIC WORKS

1. Monthly Reports - Public Works Director Larry Smith

Mayor Moore asked for an update on debris as a result of the March 3 storm.

Smith stated that Clean Earth had just run an extra day the day before to help get caught up, stating that there were still some large debris piles on Walnut which would be picked up on Friday. Smith also stated that residents who had tree services remove trees and large limbs had been notified that those items would need to be removed by another service. Part of the problem are those who place debris out that is larger than what we remove.

Mayor Moore asked the size that limit we have.

Smith stated it was 4 inches in diameter and 8 feet long.

2. CEC change Order for Walnut Drive Project

Steve Casey of CEC provided information on an additional survey for work not originally scoped for the project.

Vice Mayor Dale ask for more details on the proposed additional work for 90 Valley Forge.

Casey stated that the existing stormwater infrastructure discharges at this lot requires additional survey work to better understand the constraints; Christine Guy-Baker, with CEC, stated there is a pipe on the west side the runs under the fence line to the east side and then returns to Sugar Tree Creek. Guy-Baker said they need to determine the volume of water running through the pipe to design the ditch properly on the Gray property at 300 Walnut Drive.

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

3. Cost Estimate for Installation of 3 new LPR Poles

- Public Works Director Smith stated this is only the cost for the installation and setting of the poles.
- Mayor Moore: This has nothing to do with the actual LPR's?
- Smith: Nothing to do with the LPR's or electrical.
- Clayton: Where will these poles be located?

Smith asked the Chief Williams to explain locations.

- Chief Williams: The locations, as previously approved by the commissioners, will be at Trimble Road, Davidson Road, and Leake Avenue, and will complete the entire city.
- Mayor Moore to Smith: Could you expand on the cost and your recommendations.
- Smith: The cost of the poles have increased since they were budgeted, and the current pricing is over budget by \$2,325.00. Star Construction has the lowest price, but they do not have them in stock and do not know when they will have them. Stansell has the poles in stock.

Motion to approve contract with Stansell Electric Company, Inc. as recommended by Smith: Dale **Second:** Hunt **Vote:** All aye

4. Update on Grant Projects

City Manager Jennifer Moody provided updates on the Walnut Drive project, the Harding Road sidewalk project and the asset management plan.

CITY SERVICES

A. Public Safety**1. Monthly Reports - Reviewed by Chief Chuck Williams****Statistics Summary January 2023**

- 334 Citations Issued
- 9 Traffic Crashes
- 34 Alarms
- 0 Burglary
- 4 Theft of Property
- 19 Arrests

License Plate Recognition (LPR) Report

- 7 Stolen Vehicles
- 4 Stolen License Plates
- 1 Missing Person
- 0 Wanted Person

2. Approval for Patrol Vehicle and Lighting Purchase

Chief Williams provided background on the order process noting that two vehicles had been ordered, and had been placed in the hopes of getting 2022 year model vehicles, but that would not be possible and the 2023 year model was all that was available; this would be the second of two cars and places the purchase over budget by \$6,270. The vehicles are purchased on a state contract which alleviates the requirement for bids.

Motion to approve: Dale **Second:** Clayton **Vote all:** Aye

B. Health and Sanitation**1. Monthly Reports - No questions****C. Building/Zoning/Planning****1. Monthly Reports**

Mayor Moore stated that Building Consultant Pieri had been asked to generate a report that included everything being done in the Codes Department, not just the issuing of permits.

2. Appoint Member to the Municipal Planning Commission - Deferred**D. Waste Collection - No Matters****E. Beautification/ Landscape****1. Monthly report by Laura Katherine Wood**

Wood provided an update on the activities and plans of the Beautification Committee including preparation and community involvement for Weed Wrangle 2024, presentation of ideas for plantings on Belle Meade Boulevard and the Caldwell property recognition of the Fosters creek clean up efforts, the

Caldwell's for their donation of land to the city and upcoming garden parties.

Commissioner Hunt left the meeting at 4:50 p.m.

There was additional discussion on the Caldwell property and the motion made at the previous (March 22, 2023) meeting for bids to removing invasive plants. Beth Reardon advised the commissioners that there is a process, a survey would be needed.

Motion to have a survey of the Caldwell property: Bryan **Second:** Clayton **Vote:** All aye

F. City Communications - No Matters

ADMINISTRATION

A. Finance

1. Financial Statements - January 2023 - Reviewed by Finance Director Leigh Mills

2. Investment Schedules - Reviewed by Finance Director Leigh Mills

- Commissioner Bryan: How many banks do we have relationships with?
- Finance Director Mills: Three.
- Commissioner Bryan: Do we know the investment grade rating of those three banks?
- Finance Director Mills: I do not.
- Commissioner Bryan: I think it would be a good idea to look at those with what has been going on in the financial world. Check their ratings and stock prices.
- Mayor Moore: It is my understanding, and this would be important to confirm, that the FDIC limit does not apply to municipalities.
- Finance Director Mills: I will check on that.

3. Approval of Invoices Over \$5,000

Note: Invoice 2962 and 2963 (page 47 and 48) from Clean Earth were updated, a new copy was provided to the Commissioners at the meeting. The attached invoice packet reflects the change from the original packet.

- Clean Earth Collections LLC - \$5,045.95
- Clean Earth Collections LLC - \$6,686.25
- Omnigo - \$9,038.48
- Serra - \$6,457.57
- Walker Building Group, LLC - \$18,0720.47
- Municipal Inspection Partners - \$5,062.50
- Wascon Inc. - \$22,433.16
- CEC - \$6,724.87

Motion to approve Invoices over \$5,000: Dale **Second:** Bryan
Vote: All aye

B. Facilities

1. Request for use of Reardon Municipal Hall

Rick Williams, Field Representative for Congressman Andy Ogles, requesting to use Reardon Municipal Hall for monthly meetings with constituents who have items and/or issues they wish to address with Congressman Ogles. Staff members would be onsite to meet with those constituents.

Following questions and discussion from the commissioners, it was requested that Williams provide a detail plan on how it would work and how to handle security and provide a waiting area for those meetings.

No action was taken.

C. Human Resources / Personnel

1. Update on Personnel Handbook Revisions

City Manager Jennifer Moody stated that the updating of the personnel handbook had been reinitiated, noting a very successful meeting with John Grubs, the HR consultant with MTAS, revising the first draft. Moody stated she would meet with Chief Williams and Public Works Director Smit on changes before presenting the updates to the commissioners.

2. Proposal for Salary Survey

Moody stated that best practice was to update compensation plan every five years, especially when you see big changes in the market. Moody stated the city doesn't appear to be far off the market but could be behind. It is a good time to study and make sure we remain competitive and retain our talented employees.

Vice Mayor Dale stated that she had a concern about the salary studies not accurately capturing based on job title and comparing that to other cities and what our employees really do.

Moody stated that she was correct and that process has started internally and is hoping to work with Steve Thompson with Burris, Thompson and Associates, who has been working with about 15 other cities in the mid-state area this year and believes that he is well positioned to assist us with the review. We are currently reviewing job descriptions, and have the employees review and make changes as necessary and that will be the foundation where we begin.

LEGISLATION

1. Ordinance 2023-1, Amending Title 2, Chapter 1, Board of Zoning Appeals, to Increase the Membership from five (5) to seven (7) members

Motion to approve on first reading: Clayton **Second:** Bryan
Vote: All aye

OTHER MATTERS

Commissioner Clayton stated that there are only 278 days until Christmas and the Police Department puts together a great program for kids at Parmer Park, asking for permission to form a committee to explore the possibility of growing the event to include a parade on Belle Meade Boulevard.

Permission to form the committee was granted in the spirit of the request.

The meeting adjourned at 5:40 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody
Date: April 19, 2023
Re: Request for Parade Permit - Cheekwood

Background

Attached are the application documents for a parade permit from Cheekwood for the "Classic Cars at Cheekwood: Tour d'Elegance" (Parade of Classic Cars) which will take place on Sunday, June 18, 2023.

Recommendation

The Board is recommended to approve the parade permit application for the 2023 Classic Car Show parade.

Mark Mason, Director of Music and Public Programs and Barry Stowe, Chair of the Board of Trustees, will be present at the Commissioners' meeting to answer any questions you may have about the event.

Fiscal Impact

None.

Attachments

Parade Application
Insurance Certificate
Event Flyer

CITY OF BELLE MEADE

4705 Harding Road
Nashville, TN 37205

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

**Application for a
Parade Event Permit**

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

Organization or Party Seeking Permit: Cheekwood Estate and Gardens

Representative (Name and Title): Jane MacLeod- CEO

Address: 1200 Forrest Park Drive Nashville, TN 37205

(Include Street, City, State & Zip)

Telephone #: 615-353-6997

Fax # _____

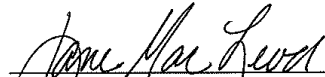
Description of Activity: Classic Cars at Cheekwood Tour d' Elegance (Parade of Classic Cars)

Requesting Date: Sunday, June 18, 2023

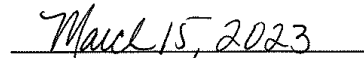
Time: 4pm a.m. or p.m.

Please Attach a Diagram Showing the Location and Route.

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



Signature of Applicant



Date

Permit Approved:

City of Belle Meade City Manager

Date

EXPOSITION OF ELEGANCE
CLASSIC CARS AT CHEEKWOOD

Proposed Tour d'elegance Parade Route

Sunday, June 18, 2023- 4pm

11 miles

Approx. 45 minutes @ 15-20 mph

Exit Cheekwood on Forrest Park Dr
Right turn on Page (heading Southwest)
Left turn on Belle Meade Blvd. (heading Northeast)
Right turn on Harding Pike (heading Northeast)
Right turn on Lynwood Terrace (heading South)
Bear right onto Lynwood Blvd. (heading South)
Right turn on Harding Place (heading West)
Right turn on Harding Pike (heading Northeast)
Right turn on Belle Meade Blvd. (heading South)
End at Warner Park entrance

Client#: 842096		22CHEEKBOT1	
ACORD™		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 5/18/2022	
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 any rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER McGriff Insurance Services 3322 West End Ave., Suite 300 Nashville, TN 37203		CONTACT NAME: REGINA HARRIS PHONE (A/C, No, Ext): 615-346-0330 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: reharris@mcgriff.com	
INSURED Cheekwood Botanical Garden & Museum of Art 1200 Forrest Park Drive Nashville, TN 37205		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: LUBA Casualty Insurance Company	
		INSURER C: Allmerica Financial Benefits	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	
		22292	
		12472	
		41840	

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	POLICY NUMBER	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PP Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	LH5D83581102	02/21/2022 02/21/2023 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	AW5D83587502	02/21/2022 02/21/2023 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	UH5D83581402	02/21/2022 02/21/2023 EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	028000022457	02/21/2022 02/21/2023 ☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: PARADE OF CLASSIC CARS, SUNDAY, JUNE 19, 2022. THE CITY OF BELLE MEADE IS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY COVERAGE PER THE BLANKET ADDITIONAL INSURED ENDORSEMENT IF REQUIRED BY WRITTEN CONTRACT BETWEEN THE CITY OF BELLE MEADE AND CHEEKWOOD BOTANICAL GARDEN.			

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

ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S30037351/M29574182

RH7

EXPOSITION OF ELEGANCE
CLASSIC CARS AT CHEEKWOOD

FATHER'S DAY WEEKEND
JUNE 17 & 18

Cruise into Cheekwood and stroll among impeccably maintained classic cars from the early to mid-twentieth century. Enjoy the sounds of a barbershop quartet, grab a drink from well-stocked bar stations, and savor tasty fare from local food trucks. Something for everyone awaits, including hands-on activities for the kids, so bring the whole family for the perfect Father's Day weekend.



Reserve tickets at cheekwood.org.

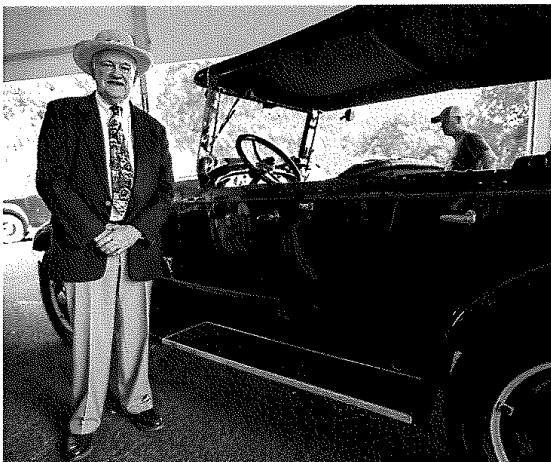
EXPOSITION OF ELEGANCE
CLASSIC CARS AT CHEEKWOOD



EXPOSITION OF ELEGANCE
CLASSIC CARS AT CHEEKWOOD

June 17-18, 2023

Cruise into Cheekwood and stroll among impeccably maintained classic cars from the early to mid-twentieth century during this dazzling weekend-long event. Enjoy the sounds of a barbershop quartet, grab a drink from our well-stocked bar stations and savor tasty fare from local food trucks. Elegant cars from a bygone era shine against the backdrop of Cheekwood's gardens before the weekend culminates with a *Tour d'Elegance* through the streets of the City of Belle Meade. Something for everyone awaits, including hands-on activities for the kids, so bring the whole family for the perfect Father's Day Weekend.



EXPOSITION OF ELEGANCE
CLASSIC CARS AT CHEEKWOOD

Up Close View of Over 50 Classic Cars • Visit with the Car Owners
Barbershop Harmony Quartet • Brass Quintet • DJ featuring Big Band Music
Art Activities • Food Trucks • Bar Stations

Open to the Public: June 17 and 18, 9 am to 5 pm
By Invitation: June 18 Evening—The 1929 Club Swing Band Party



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

To: Belle Meade Commissioners
Jennifer Moody, City Manager

From: Larry Smith, Public Works Director

Date: April 19, 2023

Re: Repair Estimates for Maintenance Building

Background

The following three companies submitted estimates for the cost and repair to waterproof and make drainage improvements to the foundation and rear wall of the George Bartlett maintenance building.

COMPANY	PRICE EACH	TOTAL COST
Olshan Foundation Solutions	\$ 5,617.52	\$ 5,617.52
Music City Electrical	\$ 6,000.00	\$ 6,000.00
United Structural Systems	\$ 22,110.00	\$ 22,110.00

The work will include installation of a four-inch drain and creating a new connection of the existing down spout to preexisting drain instead of it dumping across parking lot. In addition, waterproofing the outer wall of the office area inside the maintenance building, addressing prior issues with flooding during heavy rains and mold.

Recommendation

The Board is recommended to approve the repairs with Olshan Foundation Solutions, as they provided the lowest quote for these repairs.

Attachments

Olshan Agreement


<https://www.olshanfoundation.com/regions/tennessee/nashville/>

jjines@olshanfoundation.com

615-367-2800

1008 Lavern Circle

Hendersonville, TN, 37075

Agreement / Contract

Olshan Foundation Repair & Waterproofing Co. of Nashville, LLC (dba Olshan Foundation Solutions), hereinafter called CONTRACTOR, enters into this agreement on this April 4, 2023, with: **City Of Belle Meade/Nathan McVay**, hereinafter called OWNER to provide labor, equipment, and materials for the work herein upon the structure located at:

4705 Harding Pike, Nashville, Davidson, TN 37205, United States

Owner's Contact

City Of Belle Meade/Nathan McVay

(615) 485-7797

nmcvay@citybellemead.org

Certified Structural Technician

Mark Tomerlin_Nash

(214) 882-5541

mtomerlin@olshanfoundation.com

Product List

Concrete Repair	Quantity
Concrete, 4 Inch, Plain, Demo/Repour/Haul	114 sq ft
Subtotal	\$2,052.00

Water Mgmt. / Drainage	Quantity
Catch Basin (12 x 12)	
Base Price: Low Profile 12x12	4
Connection - Drainage/Downspout	
Base Price: Commercial	1
Curb Core/Cut	1
Approval needed	
Discharge Line - Drainage or Downspout, 1 1/2" or 4"	
Base Price: 4in. PVC Sewer & Drain Pipe	40 ft
Surface Drain - to be used w/Catch Basins	26 ft
System for orderly removing excess water from the surface.	
Subtotal	\$3,565.52

Subtotal	\$5,617.52
Total	\$5,617.52

Payment

Balance \$5,617.52

Payment Terms:

Payment for services to be paid: (1/2) \$2,808.76 Half before when the work starts., (1/2) \$2,808.76 Half upon completion.

3rd party payment method

Payment options

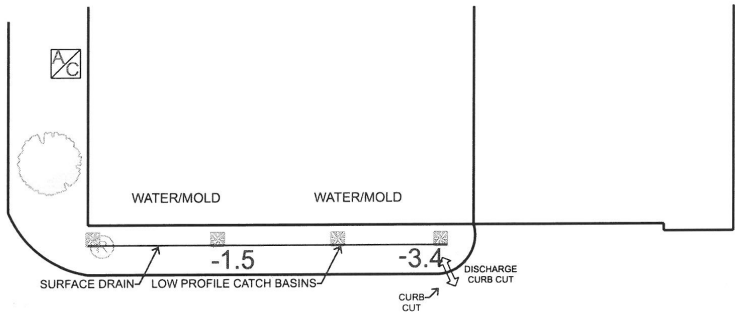
<<< Owner Initial acknowledging receipt of a copy of Applicable Warranties & Warranties Terms & Provisions

LIMITED WARRANTY: UNLESS A LONGER WARRANTY PERIOD IS SPECIFIED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. MECHANICAL AND ELECTRICAL PARTS ARE COVERED BY AND LIMITED TO MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED BY CONTRACTOR.

This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control.

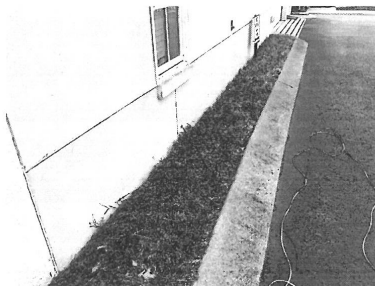
This Agreement must be signed, returned to the office and signed by Contractor within 30 days to be binding upon both parties. I have read and initialed confirming my understanding of the terms of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified.

_____	_____	_____	_____
Mark Tomerlin_Nash	Date	Customer Signature	Date
_____	_____	_____	_____
General Manager (Contractor)	Date	Customer Signature	Date

 B.E.C./C.S.T. Mark Tomerlin, Nash mtomerlin@olshanfoundation.com CELL - (214) 882-5541	 Since 1933 1-877-4-OLSHAN WWW.OLSHANFOUNDATION.COM	City Of Belle Meade/Nathan McVay 4705 Harding Pike Nashville, TN, 37205 nmcvay@citybellemead.org (615) 485-7797 April 4, 2023												
 PARKING LOT 38' Discharge Line Added  TIE-IN →														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Concrete, 4 Inch, Plain, Demo/Repour/Haul</td> <td style="width: 20%;">114 sq ft</td> <td style="width: 20%;">Catch Basin (12 x 12)</td> <td style="width: 20%; text-align: center;">4</td> </tr> <tr> <td>  Connection - Drainage/Downspout </td> <td style="text-align: center;">1</td> <td>Curb Core/Cut</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Discharge Line - Drainage or Downspout, 1 1/2" or 4"</td> <td style="text-align: center;">40 ft</td> <td>Surface Drain - to be used w/Catch Basins</td> <td style="text-align: center;">26 ft</td> </tr> </table>			Concrete, 4 Inch, Plain, Demo/Repour/Haul	114 sq ft	Catch Basin (12 x 12)	4	 Connection - Drainage/Downspout	1	Curb Core/Cut	1	Discharge Line - Drainage or Downspout, 1 1/2" or 4"	40 ft	Surface Drain - to be used w/Catch Basins	26 ft
Concrete, 4 Inch, Plain, Demo/Repour/Haul	114 sq ft	Catch Basin (12 x 12)	4											
 Connection - Drainage/Downspout	1	Curb Core/Cut	1											
Discharge Line - Drainage or Downspout, 1 1/2" or 4"	40 ft	Surface Drain - to be used w/Catch Basins	26 ft											
Addendum "A"		Signature												



1 - 1



1 - 2



1 - 3

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Oshann (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minors out of the construction areas at all times while the Work is in progress (vi) keep pets out of the construction areas at all times while the Work is in progress, and (vii) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY. If your warranty is not a lifetime warranty, You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY: The six (6) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by Initialing here _____.

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc. may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, redecorating, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or preexisting problems and leaks.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. **MOLD, LEAD, AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type -- and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If you make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement.

To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties. This agreement is determined in part by the ACCEPTANCE by the OWNER to these provisions by Initialing here _____.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signatures (*only required if these Terms and Conditions are not printed on back of AGREEMENT*):

Owner(s) _____ Date: _____

v.6.12.19

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. All Work will be supervised by an Olshan employee and only the Olshan employee may collect payment for the Work performed. Installation is limited to the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended areas out of the construction areas at all times while the Work is in progress, (vii) keep pets out of the construction areas at all times while the Work is in progress, and (viii) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

If your warranty is not a lifetime warranty, You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY: The six (6) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by initialing here _____.

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc. may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repair, re-coloring, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or preexisting problems and leaks.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. **MOLD, LEAD AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type – and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement.

To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with the agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties. This agreement is determined in part by the ACCEPTANCE by the OWNER to these provisions by initialing here _____.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signatures (*only required if these Terms and Conditions are not printed on back of AGREEMENT*):

Owner(s) _____ Date: _____

v.6.12.19

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. All Work will be supervised by an Olshan employee and only the Olshan employee may collect payment for the Work performed. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minorn out of the construction areas at all times while the Work is in progress (vi) keep pets out of the construction areas at all times while the Work is in progress, and (vii) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

If your warranty is not a lifetime warranty, You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY: The six (6) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by Initialing here _____

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc, may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, retexturing, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or preexisting problems and leaks.

3. Access holes in the slab, walls, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. **MOLD, LEAD AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type - and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, well or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealer by Owner before any coverings are replaced. Contractor does not seal such patches.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If you are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement.

To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties. This agreement is determined in part by the ACCEPTANCE by the OWNER to these provisions by Initialing here _____

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signatures (*only required if these Terms and Conditions are not printed on back of AGREEMENT*):

Owner(s) _____ Date: _____

v.6.12.19

MUSIC CITY ELECTRICAL ENG.
1055 LITTLE MARROWBONE RD.
ASHLAND CITY TN. 37015

PROPOSAL SUBMITTED TO: <u>City of Belle Meade</u>	JOB NAME <u>Belle Meade</u>	JOB #
ADDRESS <u>4705 Harding Rd.</u>	JOB LOCATION <u>NASHVILLE TN.</u>	
<u>NASHVILLE TN. 37205</u>	DATE <u>1/12/23</u>	DATE OF PLANS
PHONE # <u>Nation 615-485-7777</u>	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Public work Building DYEAT GRASS
and DIRT from behind Building water proof Builds
Foundation PUT DOWN PLASTIC, ADDED ROCK, CUT OUT CURB FOR
DRAINAGE

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$6,000.00 Dollars
S Six Thousand 00/100

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

[Signature]

Note — this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Signature

Date of Acceptance

A-HC3619 / T-3050 09-11

DocuSign Envelope ID: D7823DAE-A893-4A15-94D4-7CE938906672

Select Initial to initial

Required fields left.

NEXT

Service Agreement

Experience The Best. No Fine Print. No Hidden Clauses.

UNITED STRUCTURAL SYSTEMS

USS

Date Prepared:

3/15/2023

Prepared For:

Nathan McVay
4705 Harding Pike,
Nashville, TN 37205

Prepared By:

Chad Kues
(615) 440-2646
chad@ussin.com

BELLEMEADE

Regular Meeting - PACKET

Page 28 of 122

(Attachment Page 9 of 10)



Select initial to initial

NEXT

Required fields left.

Service Agreement

United Structural Systems, LLC (USS, LLC) enters into this agreement with **Nathan McVay**, to provide labor, equipment, and materials for the repairs listed below and shown on the attached drawing at **4705 Harding Pike, Nashville, TN 37205**. This agreement and its prices herein, are good for 90 days after issue.

Repair Plan

Basement Exterior Waterproofing	Code	Qty	Units	Transferable Warranty
Provide Gravel	WWG	1.00	None	No Warranty
Remove excess soil and debris, including hauling and/or spreading on site	WWS	1.00	None	No Warranty
Excavate exterior foundation wall, apply waterproofing and install drain system.	WWE	40.00	LF	15 Years See Below

Subtotal: \$22,000.00

General	Code	Qty	Units	Transferable Warranty
Existing Landscaping and Irrigation Lines (see below)	ALI	1.00	None	Not Applicable
Seed & Straw as applicable	AST	1.00	None	Not Applicable
Clean-up area of repair.	ASC	1.00	None	No Warranty

Subtotal: \$110.00

Additional Remarks:

Agreement Total

Total: \$22,110.00
 Down Payment: \$0.00
 Balance Due at Completion: \$22,110.00

For all debit/credit card payments, USS, LLC will
 waive a 2.5% processing fee only if swiped onsite
 (by foreman) at completion of repair.

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

To: Belle Meade Commissioners
Jennifer Moody, City Manager

From: Larry Smith, Public Works Director

Date: April 19, 2023

Re: Estimates for stone /concrete curbing and walkway/steps

Background

The following companies submitted estimates for three (3) small, maintenance projects:

- (1) repairs to the stone walls at Founders' Bridge on Belle Meade Boulevard
- (2) to repair curbing on Belle Meade Boulevard at Tyne Boulevard
- (3) to install a concrete walkway in front of the Maintenance building

<u>Company</u>	<u>Curb Repair</u>	<u>Stone Repair</u> <u>Founders Bridge</u>	<u>Walkway/Step</u>	<u>Total Cost</u>
Anthony Stone Masonry	\$3,000	\$4,000	\$4,200	\$11,200
Natchez Stone	\$6,472	\$7,986	\$8,400	\$22,858
Peffen Const.	N/A	\$12,750	\$6,190	\$18,940

Recommendation

The Board is recommended to approve the lowest quote, provided by Anthony Stone Masonry, to complete these projects.

Thank you for your consideration of this request.



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: April 19, 2023

Re: Engineering Services for the Harding Road Sidewalk Project
(TDOT Multimodal Grant Program – PIN #132649.00)

Background

In June 2022, Belle Meade was awarded a grant from the Tennessee Department of Transportation for pedestrian improvements to Harding Road (SR-1) from Belle Meade Boulevard to North of Lynwood Boulevard. The grant proposes to fund 95% of project costs with the City being responsible for 5% local matching funds. The project will construct approximately 1,750 linear feet of new, 5' wide sidewalks (ADA compliant) along the east side of Harding Road (SR-1). The scope of the project includes demolition of the existing 4' wide sidewalk in front of City Hall and replacement with new 5' concrete sidewalk. Grading and drainage improvements, street markings, signage, and pedestrian safety upgrades will be included in the project. At the intersection of Harding Road with Hillwood/Lynwood, the project will include installation of pedestrian signals and push buttons that provide audible tones to alert pedestrians when it is safe to cross. The total project is currently estimated at \$781,828.

In November 2022, the Board of Commissioners reviewed three consulting firms as being qualified to provide engineering services for this project and ranked them in the following order: 1) Alfred Benesch and Company; 2) Wiser Consultants; 3) KCI Technologies.

For your consideration tonight, Alfred Benesch and Company has prepared the enclosed proposal to assist with City with all requirements of the project, including completion of the required environmental reviews, project design, any right-of-way acquisition that may be necessary, and construction/inspection phases of the project.

Recommendation

The Board is recommended to review and approve the Engineering Services Proposal with Alfred Benesch and Company, in an amount not to exceed \$313,307, for the TDOT Multimodal – Harding Rd Sidewalk Project.

Fiscal Impact

Funding for this project is budgeted and available in the FY 2023 General Fund – Capital Expenditures Account 110-43100-930 for the TDOT Sidewalk Project. The grant proposes to reimburse the City of Belle Meade for up to 95% of project costs with the City being responsible for 5% local matching funds.

Attachments

Benesch Engineering Services Agreement
Exhibits

**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Belle Meade	Project Name	Harding Pike Sidewalk Project
Address	4705 Harding Road		From Belle Meade Boulevard to east of Lynnwood
	Nashville, TN 37205		Terrace; PIN132649.00; LP#: 19LPLM-S3-197
			Project Location Belle Meade, TN
			Davidson County
Telephone	615-297-6041		
Client Contact	Jennifer Mody, City Manager	Consultant PM	Brian Gaffney, PE
Client Job No.		Consultant Job No.	

This Agreement is made by and between The City of Belle Meade, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- ☒ Attachment A: Scope of Services and Fee Estimate
☐ Attachment B: Schedule of Unit Rates
☐ Attachment C: _____
or
☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- ☐ By Lump Sum: \$_____.
☐ By Time and Materials: \$_____.
☒ By Other Payment Method (See Attachment A): \$313,307.00.
☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT**ALFRED BENESCH & COMPANY**

BY: _____ BY: _____
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

PRINT NAME: _____ PRINT NAME: Sammie McCoy, PE

TITLE: _____ TITLE: Tennessee Division Manager, Senior Vice President

DATE: _____, 20____ DATE: April 11, 2023

BENESCH OFFICE: Franklin, TN

ADDRESS: 574 Franklin Road, Suite 300

Franklin, TN 37069

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel

overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that 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. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client waives any claims against

Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks

so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to waive any claims against the other for damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their obligations under this Agreement, but only to the extent each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, all claims for breach or interpretation of this Agreement shall be filed in a court of competent jurisdiction in Davidson County, Tennessee. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the State of Tennessee.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

Belle Meade Std Client Consulting Agreement
March 2023

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ *Supplemental Condition is incorporated herein when the applicable box is checked.*

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client waives any claims against Consultant for any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

ATTACHMENT A



Alfred Benesch & Company
574 Franklin Road, Suite 300
Franklin, TN 37069
www.benesch.com
P 615-370-6079
F 615-627-4066

March 31, 2023

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

RE: Scope and Manday Estimate
Harding Pike Sidewalk Project

Dear Ms. Moody:

We are pleased to submit the attached scope and estimate documents for this project. We have incorporated all of the items we discussed previously, but please let me know if anything is missing or if you have any questions on how items were estimated. A breakdown per consultant/subconsultant is provided below and a more detailed breakdown, per phase (as designated by TDOT Local Programs), can be found at the end of Benesch's scope.

Design Phase Services		
Benesch	<i>Design, Utility Coord., Bid Assist., CA (Lump Sum)</i>	\$122,780
CEC	<i>Survey, NEPA & Hydraulics (Cost Plus)</i>	\$88,350
	<i>CEI (Cost Plus)</i>	\$85,927
ORC	<i>ROW Acquisition (Cost Plus)</i>	\$16,250
Total Ceiling		\$313,307

Thank you for the opportunity to serve the City of Belle Meade. We are truly excited to be working on this project for you.

Sincerely,

Sammie McCoy, PE
Tennessee Division Manager

CC: Brian Gaffney



Attachment A

Alfred Benesch and Company (Benesch) will provide design engineering services for the construction plans and supporting submittals for the City of Belle Meade of approximately 1,750 feet of new sidewalks and pedestrian crossings along Harding Pike, from Belle Meade Boulevard to east of Lynnwood Terrace.

Project Scope

The concept of the project, as provided by the city, is to add sidewalk along the southeastern edge of Harding Pike, from Belle Meade Boulevard to east of Lynnwood Terrace. The western termini will be the proposed curb ramp at Belle Meade Boulevard and the eastern tie point will be the existing sidewalk on the box bridge over Sugar Creek. The project will include approximately 1,750 linear feet of sidewalks, a pedestrian structure over the drainage feature in front of St. George's Episcopal Church, curb ramps, and signal improvements for pedestrians. It is assumed that the proposed pedestrian structure will either be a standard box culvert or a prefabricated bridge product from a third party. This may vary depending on hydraulic modeling and analysis. It is assumed that the existing curb will remain unless it is damaged or of insufficient height. It is not anticipated that this project will include any new closed storm drainage along the existing curb line. This project will adhere to the TDOT Local Programs programmatic requirements as prescribed in the Local Government Guidelines for Management of Federal and State Funded Projects.

Benesch proposes the following **Scope for Engineering Services** to assist the City of Belle Meade in the accomplishment of the project scope outlined below:

PE-NEPA

Survey

CEC, Inc. will provide topographic survey, and property line information for the project limits. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates. Please see their attached scope for additional details.

NEPA

CEC, Inc. will perform an environmental review and coordination to develop an approved NEPA document. Please see their attached scope for additional details.

Preliminary Design

Benesch will complete preliminary design plans as part of this phase. These plans (30% Design) will be coordinated and accepted by the City of Belle Meade and the Tennessee Department of Transportation (TDOT). Preliminary plans will aid in the NEPA process by identifying potential impacts from the proposed improvements. Specific services included as part of this preliminary design phase are below:

1. Field visits as required to the project site to assess existing conditions
2. Review survey files provided by CEC, Inc.
3. Establish existing Roadway centerline and profile
4. Development of proposed sidewalk along the described section (2' grass strip and 5' sidewalk).
 - a. Layout Sheets
 - b. Profile Sheets
 - c. Cross Section Sheets



Attachment A

- d. Additional sheets (driveways, culvert cross sections, etc.) to indicate potential impacts from the sidewalk design
- 5. Coordination with City of Belle Meade and TDOT

PE-Design

Once the PE-NEPA phase has been completed, the NEPA document has been approved and TDOT has indicated that the design can move forward, Benesch will begin the development of Right-of-Way/Utility Plans (60%) and Final Bid Ready Construction Plans (100%).

1. Right-of-Way/Utility Plans (60% Design)
 - a. Complete proposed sidewalk design (curb ramps, transition details, etc.)
 - b. Develop 60% Design plans, which will follow the TDOT guidelines and will include:
 - i. Title Sheet
 - ii. Typical Sections
 - iii. Tabulated Quantities
 - iv. Details (if needed)
 - v. Right-of-Way Notes & Utility Owners
 - vi. Right-of-Way Acquisition Table and Property Maps
 - vii. Present Layout Sheets
 - viii. ROW Detail Sheets (if needed)
 - ix. Proposed Layout Sheets
 - x. Proposed Profile Sheets
 - xi. Proposed Driveway Profile Sheets
 - xii. Drainage Map Sheets
 - xiii. Culvert Cross Sections (if needed)
 - xiv. Erosion Control (2-3 Phases) Sheets
 - xv. Sidewalk Cross Sections
 - xvi. Estimated Quantities (Draft)
 - xvii. Traffic Control Sheets (Draft)
 - c. Develop Traffic Management Plan (TMP)
 - d. Submit Plans & TMP to TDOT for review and address comments to gain approval
 - e. For any utility impacts, Benesch will assist the City of Belle Meade in coordinating with the utility owners to identify conflicts and complete deconfliction steps:
 - i. Notify, in writing, all utility companies within the project area
 - ii. Issue Plans to utility owners and request identification of utility impacts
 - iii. Review and approve proposed relocation plans
 - iv. Assist the City with developing any contracts required between the City and Utility



Attachment A

- f. It is assumed that Right-of-Way Acquisition will be needed for this project and full ROW Services will be included in this contract on an as needed basis.
 - i. O.R. Colan Associates, LLC (ORC) will perform all ROW Acquisition services for this project. Please see their attached scope for additional details.
 - ii. Benesch will assist ORC by providing ROW Exhibits and Legal Descriptions for all acquisitions and easements.
 - iii. All ROW Services will be performed according to TDOT Local Programs Guidelines and the Uniform Relocation and Real Property Acquisition Policies Act.
 - iv. Proposed ROW will be staked in the field by CEC and is further defined in their scope.
- g. Certify and gain approval from TDOT that the Utility Coordination and ROW Acquisition processes have been completed properly and receive a Notice to Proceed for Construction.
2. Develop Stormwater Pollution Prevention Plan (SWPPP). Please see CEC, Inc.'s attached scope for details.
3. Final Construction Plans (100% Design)
 - a. Finalize all design elements (sidewalk, signals, pavement markings, etc.) and quantities
 - b. Develop and Submit a 90% Design Set (Final but not signed and sealed) to City of Belle Meade and TDOT for review. This set will include all of plan sheets from the 60% Design plans as well as the following:
 - i. Sheet Index and Standard Drawings
 - ii. Estimated Quantities
 - iii. General and Special Notes
 - iv. Signing and Marking Plan (if needed)
 - v. Traffic Control Plans
 - c. Once 90% Design Set is reviewed by the City of Belle Meade and TDOT, Benesch will address any comments and a Final 100% (Signed & Sealed) set of plans (PDF) to be submitted to the City of Belle Meade and TDOT for approval.

Construction

After the Final Plans have been approved, Benesch will aid the City of Belle Meade in advertising and bidding the project. These tasks are anticipated to include:

1. Develop Bid Book in coordination with the City of Belle Meade
2. Develop Project Cost Estimate
3. Develop project advertisement and coordinate with City of Belle Meade to advertise the bid as prescribed by TDOT.
4. Attend bid opening and assist the City of Belle Meade in evaluation and approval of apparent low bidder.
5. Coordinate with TDOT to receive approval of the bidding process.



Attachment A

CEI

CEC, Inc. will perform CEI services in accordance with TDOT Guidelines based on an assumed construction duration. Please see their attached scope for additional details.

Items Not Included in the Scope of Engineering Services

The following items are identified as not required, not applicable, or not to be performed by Benesch during this project:

1. Major stream relocation services
2. Geotechnical investigation. If proposed pedestrian structure requires geotechnical investigation, a report will be required by TDOT, and services can be added to the contract.
3. Structural design for pedestrian structure
4. Replacement of entire length of existing curb
5. Evaluation of existing closed storm drainage
6. Design of proposed closed storm drainage
7. Full Replacement of existing signal at Lynnwood Terrace
8. Utility relocation design
9. Subsurface Utility Engineering
10. Permitting Fees
11. Submittal of CLOMR or LOMR documentation

Items to be provided by The City of Belle Meade

The City of Belle Meade agrees to perform services necessary for completion of the proposed project as follows:

1. Provide available information related to the project
2. Review progress drawings and respond to correspondence
3. Assist Benesch, as needed, in coordinating with TDOT Local Programs

Compensation

For the successful completion of the Scope of Engineering Services as outlined above, City of Belle Meade shall compensate Benesch an amount not to exceed the contract ceiling of \$313,307 (summary provided on the following page). The definition of successful completion shall be defined as the approval by the City of Belle Meade and TDOT. Benesch shall submit monthly invoices for work completed on the project, based percent complete and project progress.



Attachment A

Design Phase Services		
PE-NEPA		\$83,220
	<i>Survey (CEC)</i>	<i>\$39,700</i>
	<i>NEPA (CEC)</i>	<i>\$18,000</i>
	<i>Preliminary Design (Benesch)</i>	<i>\$25,520</i>
PE-Design		\$120,630
	<i>ROW Plans (Benesch)</i>	<i>\$47,500</i>
	<i>Construction Plans (Benesch)</i>	<i>\$31,840</i>
	<i>Hydraulics (CEC)</i>	<i>\$25,000</i>
	<i>SWPPP & Permitting (CEC)</i>	<i>\$5,650</i>
	<i>Bid Assistance (Benesch)</i>	<i>\$10,640</i>
ROW Acq.		\$16,250
	<i>ROW Acquisition (ORC)</i>	<i>\$16,250</i>
CEI		\$93,207
	<i>Admin (Benesch)</i>	<i>\$7,280</i>
	<i>CEI (CEC)</i>	<i>\$85,927</i>
Total Ceiling		\$313,307

Alfred Benesch & Company
Harding Pike Sidewalk Project
Professional Services Cost Estimate
March 31, 2023

	SR PM	PM	PE II	PE I	DE
Tasks	\$200.00	\$160.00	\$140.00	\$120.00	\$110.00
PE-NEPA (30% Design)					
Site Visit		3	3		
Establish Roadway Alignment and Profile		1	3	5	
Develop Proposed Sidewalk Alignment		1	5	6	
Develop Title Sheet			1	1	2
Develop Typical Sections			2	4	8
Develop Present Layout Sheets			4	8	14
Develop Proposed Layout Sheets			4	8	14
Develop Proposed Profile Sheets			4	8	14
Develop Preliminary Cross Sections			3	8	16
Develop Preliminary Driveway & Sideroad Profiles			3	4	8
Preliminary Stormwater Drainage Design		0	0	0	
Conceptual Design for Pedestrian Structure		1	2		4
Coordination with City and TDOT	4	16			
QA/QC	3	5			
SUBTOTAL HOURS	7	27	34	52	80
SUBTOTAL COST	\$1,400	\$4,320	\$4,760	\$6,240	\$8,800
PE-NEPA (30% Design) COST	\$25,520				
Right-of-Way/Utility (60% Design)					
Complete Proposed Sidewalk Design		2	6	8	
Complete Drainage analysis and Proposed Stormwater Design		0	0	0	
Develop Tabulated Quantities		1	4	8	
Develop Detail Sheets		1	1	6	8
Develop ROW Notes, Acquisition Table and Property Maps				4	8
Develop ROW Detail Sheets			4	7	14
Develop Drainage Map Sheets			1	3	8
Develop Culvert Cross Sections (assumed 1 Cross Section)			1	3	4
Develop Erosion Control Plans (3 Phases)			6	12	24
Complete Cross Section Sheets			3	8	10
Develop Draft Estimated quantities		1	14	20	8
Develop Draft Traffic Control Plans		1	4	10	16
Develop Draft Signal Plans		1	12	36	30
Coordination with Bridge Fabricator	1	2			
Develop Traffic Management Plan (TMP)		1	2	6	
Utility Coordination	4	16	20		
QA/QC	3	5			
SUBTOTAL HOURS	8	31	78	131	130
SUBTOTAL COST	\$1,600	\$4,960	\$10,920	\$15,720	\$14,300
Right-of-Way/Utility (60% Design) COST	\$47,500				

	SR PM	PM	PE II	PE I	DE
Tasks	\$200.00	\$160.00	\$140.00	\$120.00	\$110.00
Final Plans (100% Design)					
Finalize all design elements		4	10	20	8
Finalize Estimate Quantities		1	8	14	6
Finalize Design Plan Sheets		1	8	16	24
Finalize Traffic Control Plans			4	6	10
Finalize Signal Plans		1	4	16	14
Develop Index and Standard Drawings Sheet			2	4	8
Develop General and Special Notes Sheets			4	8	12
Develop Signing and Marking Plan Sheets			6	12	18
QA/QC	4	6			
SUBTOTAL HOURS	4	13	46	96	100
SUBTOTAL COST	\$800	\$2,080	\$6,440	\$11,520	\$11,000
Final Plans (100% Design) COST	\$31,840				
Bid Assistance					
Contract Document Development	2	4	24	12	
Final Cost Estimate	1	2	12	8	
Certify the Bids	1	2	8		
SUBTOTAL HOURS	4	8	44	20	0
SUBTOTAL COST	\$800	\$1,280	\$6,160	\$2,400	\$0
Construction COST	\$10,640				
Construction Admin					
RFI Answers	4	12	12		
Project Administration & Invoicing	8	8			
SUBTOTAL HOURS	12	20	12	0	0
SUBTOTAL COST	\$2,400	\$3,200	\$1,680	\$0	\$0
Construction COST	\$7,280				
TOTAL CONTRACT CEILING (NTE):			\$122,780		



Civil & Environmental Consultants, Inc.

February 22, 2023, *Revised March 24, 2023*

Mr. Brian Gaffney, P.E.
Alfred Benesch Company
574 Franklin Road, STE 300
Franklin, TN 37069

Dear Mr. Gaffney:

Subject: Proposal for Professional Services
Belle Meade Pedestrian Connector Sidewalk Project
Belle Meade, Tennessee
CEC Project 328-361

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit to Alfred Benesch & Company (Benesch) this proposal for professional services associated with the permitting, survey, and construction engineering and inspection services for the Belle Meade Pedestrian Connector Sidewalk project.

1.0 INTRODUCTION

The scope of services below is based on our meeting with your staff and the City on November 30, 2022 and subsequent communications, and represents our understanding of CEC's proposed role as a subconsultant to Benesch.

1.1 Task 0001 – NEPA Document

The purpose of this task is to perform an environmental review and coordination in pursuit of a C-List Categorical Exclusion. Tasks include project management, development of the purpose and need statement, data collection, and environmental impacts evaluation. NEPA, FHWA, Federal, State and Local rules and regulations will be followed in this task.

As part of the preparation of the environmental documentation, individual technical studies will be considered and, if required, undertaken to analyze and assess the existing conditions and environmental consequences of the potential impacts of the proposed project. Data collection will be carried out, at varied degrees, according to NEPA, Federal, and State regulations and requirements and may include:

1. Local Accessibility and Travel Patterns
2. Public Facilities and Services

117 Seaboard Lane, Suite E100 | Franklin, TN 37067 | 615-333-7797 | www.cecinc.com

Mr. Gaffney – Alfred Benesch & Company
CEC Project 328-361
Page 2
February 22, 2023, *Revised March 24, 2023*

3. Section 4(f) of the Department of Transportation Act of 1966
4. Section 6(f) of the Land and Water Conservation Fund Act of 1966
5. Air Quality Analysis
6. Noise Impacts Evaluation
7. Impacts on Cultural Preservation (Section 106) – Archaeological Resources and Historical Resources
8. Farmland Protection
9. Ecological Impacts
10. Wetlands
11. Floodplain Impacts
12. Endangered and Threatened Species (Section 7)
13. Hazardous Waste Impacts

Upon completion of background investigation and onsite reconnaissance, CEC will determine potentially significant issues to be analyzed in the Draft C-List CATEX. The results of the background investigation and reconnaissance will be forwarded to TDOT for comment prior to including them in the CATEX.

1.1.1 Assumptions

The estimated budget for this task includes initial coordination with the Tennessee State Historic Preservation Office (SHPO) to conduct a literature review of the History/Architecture files and the archaeological files kept by the TDOA to determine if cultural resources surveys have occurred within the project area or if previously documented historic buildings/structures or archaeological sites are present within the project area or vicinity. This budget does not include archeological or historic surveys or report.

CEC understands based on initial conversation with the City that the stone wall along Harding Pike is likely not of historical significance.

1.2 Task 0002 – Topographical Survey

CEC will conduct a field-run topographic survey within the area as shown on Exhibit A attached. The area being further described as follows:

Along Harding Pike / Hwy. 70S, the survey will extend approximately 2000 feet along the existing roadway from just south of the intersection with Belle Meade Blvd., thence northeasterly to just north of the southerly end of the existing bridge over Sugartree Creek. The survey width being

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
CEC Project 328-361
Page 3
February 22, 2023, *Revised March 24, 2023*

from the northwesterly edge of pavement/edge of traveled way to 30 feet southeasterly of the southeasterly edge of pavement/edge of traveled way. The survey will include the signal equipment and “Bump Out” as shown on said Exhibit. The survey along Harding Pike will also include additional survey around the existing drainage structure for the approximate limits shown on said Exhibit.

Along Belle Meade Blvd. and from the centerline intersection with Harding Pike, the survey will extend southerly approximately 200 feet. The survey width being from the westerly edge of pavement to 30 feet easterly of the easterly edge of pavement/edge of traveled way.

Along Lynnwood Terrace, from the centerline intersection with Harding Pike, the survey will extend southeasterly approximately 150 feet. The survey width being from 15 feet northwesterly of the northwesterly and 15 feet southeasterly of the southeasterly edge of pavement/edge of traveled way.

Within the survey limits, CEC will locate the visible and/or marked utilities, the roadway, walls, signal equipment, existing site improvements, hedges, & perimeter of landscaped areas. Invert elevations, pipe size, and pipe material of the storm and sanitary sewer structures will be obtained if visible. The location of individual trees within the limits with a diameter of six (6) inches or greater measured at four-and-one-half feet above grade will be located. Contours will be generated at one-foot intervals.

CEC will locate existing property and right-of-way (ROW) monumentation along with field evidence of occupation/possession lines within the limits of survey (approximately 8 tracts). CEC will establish the approximate ROW and property sidelines within the survey area from current deeds and/or plats of record in combination with field evidence located. Along the westerly side of Harding Pike, only the approximate ROW will be established. CEC assumes there will be sufficient monumentation and evidence found during the course of the field survey to adequately define the ROW and sidelines. Property owner information will be provided based on current deeds and or tax records. A General Property Survey as defined by the Standards of Practice for Land Surveyors in TN is not included as part of this proposal. A Right-of-Way Acquisition Table will be provided in TDOT format.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the TN811. It is CEC’s experience TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
CEC Project 328-361
Page 4
February 22, 2023, *Revised March 24, 2023*

utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated.

Task 0002(a) – Flood Plain Sections and Drainage Structures Survey

Nine Flood Plain Sections will be obtained in the approximate locations as shown on said Exhibit A. These sections will be from top of bank to top of bank and to about 50' past the top of bank on each end. Information such as invert or ground elevations at openings, elevations on the top of the structure openings, sizes, headwall locations, and earthen or pavement/overflow elevations above the upstream side of the structures will be obtained for the structures under the railroad tracks, Harding Pike, church, and new driveway.

Task 0002(b) – Staking

CEC will provide staking for Right-of-Way, Toe of Slopes, and Construction Easements. It is also possible that Drainage Easements, Utility Easements, & potential Stone Wall Relocation may also need to be staked. The amount of staking pre-design is unknown; therefore, an approximate estimated fee is shown below that is based on 2 mobilizations and 2 days effort in the field along with office coordination and calculations.

Task 0002(c) – Exhibits and Descriptions

CEC can provide a Review and Comment of the Exhibit and Description documents produced by Benesch for Right-of-Way and Easements as needed. The required number of documents pre-design is unknown; therefore, an approximate estimated fee based on the Review and Comment of 4 Exhibits and Descriptions is shown below.

CEC will utilize survey field technicians equipped with GPS and Robotics Total Station surveying instruments. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83)(2011)(No datum adjustment factor) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18) in U.S. Survey Feet. CEC will process the survey data using Microstation and GEOPAK. CEC will provide the Client the base mapping Planimetrics file in Microstation V8i and a .GPK and .TIN file generated by GEOPAK. A stamped and sealed survey is not required.

CEC will coordinate with the City to send Property Owner Contact Letters to the property owners. It is CEC's understanding that in-person contacts by CEC personnel are not required. CEC will wait at least one week after the letters have been mailed to begin the field work. It is understood

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
CEC Project 328-361
Page 5
February 22, 2023, *Revised March 24, 2023*

that the Client hereby grants CEC or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors for the purpose of obtaining field information pertinent to the project.

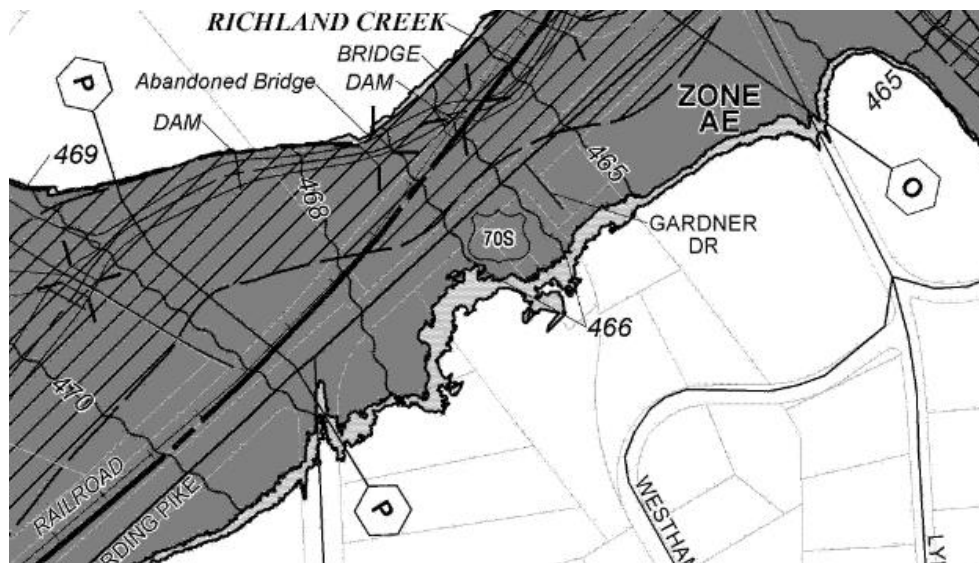
1.3 Task 0003 – Hydrologic and Hydraulic Design Support

CEC will support the sidewalk design and pedestrian crossing design in front of St. George's Episcopal Church where an unnamed tributary of Richland Creek flows under Harding Pike for compliance with the requirements of the City of Belle Meade Municipal Floodplain Zoning Ordinance, Title 12, Chapter 4. Please refer to the screenshot below taken from Flood Insurance Rate Map 47037C0351H effective date 4/5/2017. CEC anticipates the pedestrian crossing will be a separate structure from the existing Harding Pike bridge. At this time, CEC anticipates performing the following tasks:

- A hydrologic and hydraulic analysis will be required to demonstrate no more than a 0.1 foot rise per Section 12-407(5)a. for the unmapped Richland Creek tributary.
- Specific survey needs to support the H&H analysis are expected to include collecting the following:
 - Nine cross-sections of the unnamed tributary to Richland Creek
 - Structure survey information sufficient for the modeling effort for the railroad crossing, Harding Pike crossing and church building and parking lot crossing. The cost for this survey information specific to the modeling effort is included in Task 0002.
- CEC will prepare the TDOT Hydraulics Report.
- CEC will work with Benesch to balance cut and fill for the proposed sidewalk grading plan located within the 1% annual chance floodplain.

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
 CEC Project 328-361
 Page 6
 February 22, 2023, Revised March 24, 2023



1.4 Task 0004 – EPSC Plans Review & Stormwater Pollution Prevention Plan

CEC will perform single plans review on a draft set of final EPSC plans and a single follow up review on a revised final set of EPSC plans. Plans review shall be limited to those sheets necessary for submittal in support of the TDEC NPDES Construction General Permit (CGP) application, where applicable. Comments will be provided in electronic format only. CEC will then prepare the supporting Notice of Intent (NOI), topographic site location map, SWPPP, and Documentation and Permits Binder. CEC assumes that outfall drainage area and slope will be provided by the designer. Project disturbed acreage is anticipated to be greater than one acre but less than five acres; the CGP application fee for project disturbance within this range is \$250. Payment of the CGP application fee is included within this scope of services. Professional services related to water quality permit application(s) assistance, if applicable, is not included in this task since the pedestrian bridge over the unnamed tributary to Richland Creek is assumed to be below the thresholds required for notification. Further, the bridge is assumed to be a clear span resulting in no net fill in the tributary.

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
CEC Project 328-361
Page 7
February 22, 2023, *Revised March 24, 2023*

1.5 Task 0005 – Construction Engineering and Inspection

CEC will provide a TDOT Certified Inspector and necessary equipment to perform Construction Engineering and Inspection and documentation in accordance with TDOT Local Programs Development Office (LPDO) requirements Standard Operating Procedure 1-1. We propose using ECS Southeast, LLP as a sub-consultant for 28-day concrete compressive strength testing and reporting.

CEC will inspect the work and maintain documentation necessary to close out the project with TDOT LPDO.

1.5.1 *Assumptions*

CEC has prepared this proposal under the following assumptions:

- Approximate construction duration of 32 weeks.
- An average of three site visits per week. This assumes the contractor will provide appropriate scheduling information, especially relative to concrete placement.
 - 96, six-hour visits (including travel) @ \$118.00 per hour = \$67,968
- Approximately 30 concrete tests (includes labor and documentation).
 - \$135 per test (including 12% administrative fee) = \$4,050
- Approximately 38 miles per visit.
 - 3,648 miles at \$0.655 per mile (current IRS mileage reimbursement rate) = \$2,389.44
- Approximately six hours per month Project Management.
 - 48 hours @ \$240.00 per hour = \$11,520

CEC will bill this task on a time and materials basis, not lump sum. We have assumed a project construction duration of eight months.

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
 CEC Project 328-361
 Page 8
 February 22, 2023, *Revised March 24, 2023*

2.0 ESTIMATED FEE

The estimated costs for providing professional environmental services, as described in the scope of services, are summarized below and are based on performing the work in 2023 and 2024, except for the CEI work which is assumed for 2025. There may be an increase in fees for work performed later than assumed. If the scope of services requires adjustment as the project progresses, CEC will provide Benesch with estimates of costs for proposed additional services (and receive approval prior to initiating additional work).

Proposed Task Description	Estimated Cost
Task 0001 – NEPA Document	\$18,000
Task 0002 – Topographical Survey	\$29,000
Task 0002(a) – Flood Plain Sections and Drainage Structures Survey	\$4,700
Task 0002(b) – Staking	\$5,000
Task 0002(c) – Review Exhibits and Descriptions	\$1,000
Task 0003 – Hydrologic & Hydraulic design support	\$25,000
Task 0004 – EPSC Plan Review & SWPP Plan	\$5,650
Task 0005 – Construction Engineering and Inspection	\$85,927
Total Estimated Fee	\$174,277

Invoicing of professional services will be at 2.2 times labor cost and on a time and materials basis. Reimbursable expenses, including subcontracted services, will be invoiced at cost, plus a 12% administrative fee.

3.0 AUTHORIZATION

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

Civil & Environmental Consultants, Inc.

Mr. Gaffney – Alfred Benesch & Company
CEC Project 328-361
Page 9
February 22, 2023, *Revised March 24, 2023*

4.0 CLOSING

CEC appreciates the opportunity to provide this proposal to Alfred Benesch & Company. If you should have any questions, please do not hesitate to contact us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Jose Garcia, QHP
Senior Project Manager



Steven E. Casey, P.E., CPESC
Vice President

Enclosures: Exhibit A
 Terms & Conditions

Civil & Environmental Consultants, Inc.

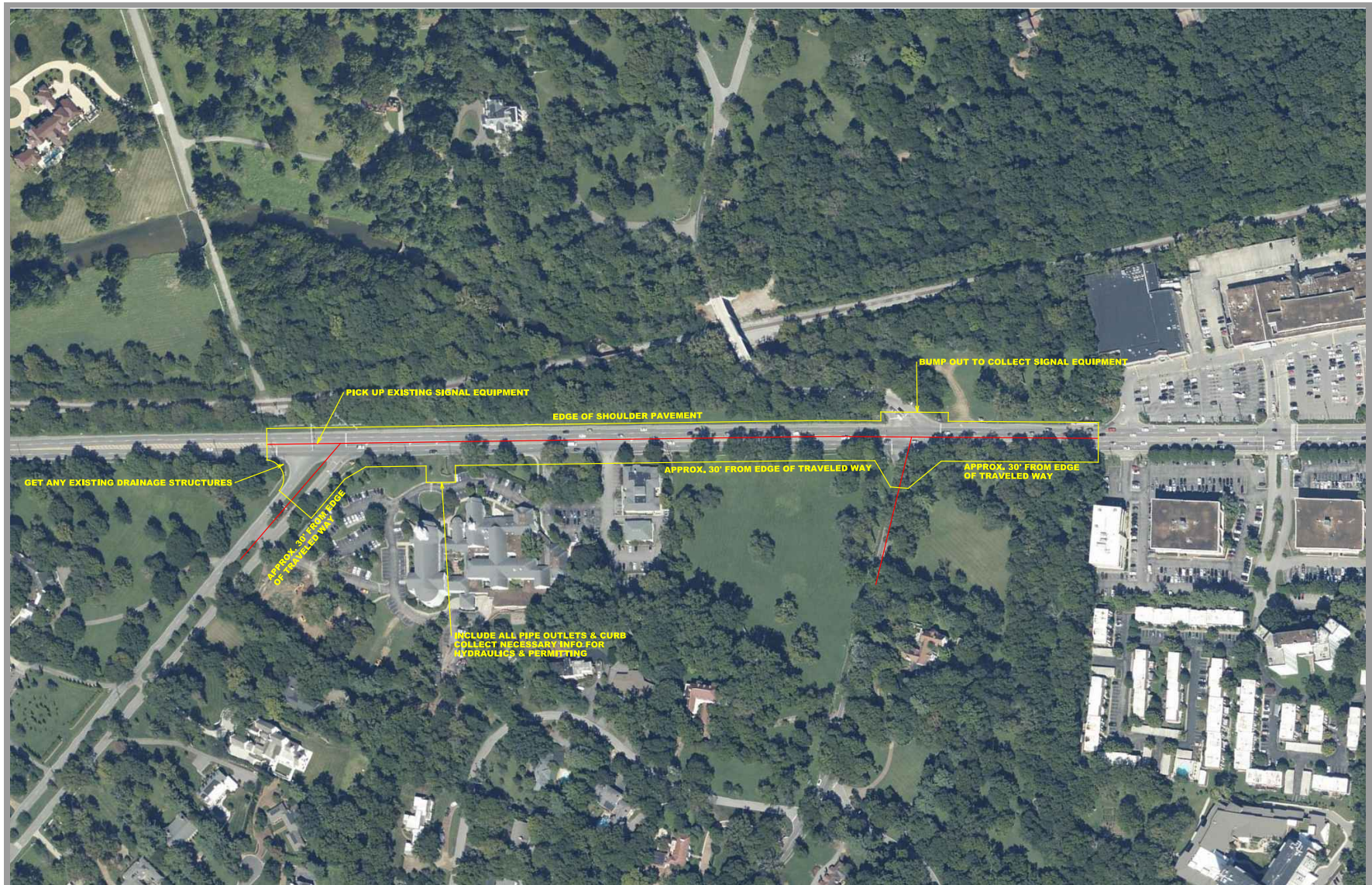


EXHIBIT A (Revised 1 Tract)

Date: 03/24/2023
Client: Alfred Benesch

Harding Pike Sidewalk

City of Belle Meade, TN

SCOPE OF WORK AND COST PROPOSAL

Page 1

O.R. Colan Associates, LLC

Scope of Services: Project Management, Acquisition, Negotiations, Appraisal, Appraisal Review, Title Work & Closing services for an assumed number of one (1) total tracts along one side of Harding Street from Lynnwood Blvd to Belle Meade Blvd. Tract is assumed to require Title/Closing work, Appraisals, and Appraisal Reviews completed under this project scope, with Appraisals and Appraisal Reviews being performed by subconsultants, and an estimation of their fees are included in this estimate. Requests will be made for property donation and if any services can be excluded for those listed below, they will be extracted from the invoicing process. No Relocation Services are anticipated in this fee proposal. It is assumed that this acquisition is for a residential tract and other entities will handle any additional tracts involved in this project or the plans will be revised to reflect only one acquisition for the total project. This scope also assumes no crossings to Hillwood Blvd will be made as part of this project and that initial negotiations will only be for ROW needed for the sidewalk. It is assumed that any additional ROW or easement area needed for utility relocations will be accomplished by the utility providers and are not a part of this proposal. A Market Data Brochure will NOT be prepared for this project, and should a Market Data Brochure be required at some point, a Contract Amendment will be prepared for those services. The fees noted below do NOT include Appraisal Updates or Appraisal Review Updates based on presumed schedule considerations. Tracts will be appraised as non-complicated Formal Part Affected appraisals. Standard Title Work and Closing Document preparation will be completed and presumes no title conflicts or special closing circumstances exist. Mortgage Releases and Title Insurance are not included in the fees listed below and will be the subject of a Contract Modification if required. Scope does not include activities associated with extended negotiations beyond one round of counteroffers, and does not include condemnation and/or other extraordinary acquisition processes. All acquisition area calculations will be provided to OR Colan by Alfred Benesch along with written descriptions and exhibits for the tract area designated for acquisition prior to the commencement of Appraisal activities. This Scope of Work does not include activities associated with any formal proceedings should acquisition agreements with property owners not be achievable. If it is determined there is a need for additional services, ORC will request a fee and scope modification in writing. ORC will invoice monthly for Expenses and Subconsultant Fees for work accomplished, and in accordance with the schedule below for Project Administration and Acquisition Items. It is assumed that any agency review and/or application fees that may be required will be provided by the City and/or TDOT as part of the overall design activities for the project.

Project: Harding Street Sidewalk				
Pay Item	Type of Unit	Number of Units	Avg Fee Per Unit	Total Amount
1. Project Administration ¹	Tract	1	\$1,000.00	\$1,000.00
2. Acquisition ¹				
a. Negotiation	Tract	1	\$4,000.00	\$4,000.00
3. Title				
a. Title	Tract	1	\$1,200.00	\$1,200.00
4. Appraisal - sub ²				
a. Valuation	Tract	1	\$5,000.00	\$5,000.00
5. Appraisal Reviews - sub				
a. Valuation Review	Tract	1	\$3,000.00	\$3,000.00
6. Closing & Title Update - ³				
a. Closing	Tract	1	\$1,000.00	\$1,000.00
b. Title Update	Tract	1	\$250.00	\$250.00
c. Mortgage Release (if required)	Tract	0	\$250.00	\$0.00
7. Miscellaneous Fees to be invoiced at actual cost with receipts ³				
a. Copies (Estimate only)	Tract	1	\$100.00	\$100.00
b. Recording (Estimate only)	Tract	1	\$100.00	\$100.00
c. Direct Costs (mileage, etc.)	Est Total	1	\$600.00	\$600.00
TOTAL "AUTHORIZED"				\$16,250.00

Please note that subconsultant fees have been estimated. Given the long lead time for fee estimating, ORC would reestablish these subconsultant fees upon project confirmation and contractual obligations being finalized. It may be possible to reduce the fee estimate for those services should improved consultant availability allow.

Annotations:

- ¹ Billing Terms for Acquisition & Project Administration Tasks
Fees represent an average per Tract rate. Individual Tract rates vary.
Negotiations/Acquisition - Task billed for each tract @ 50% of the fee once this milestone is met: Offer Presented
@ 100% of the fee once this milestone is met: Upon Closing
- ¹ Project Administration - Task will be billed for each tract at the following percentages
per each milestone completed:
- | | |
|---------------------------|-----|
| 1. Titles completed | 50% |
| 2. Acquisition Offer Made | 50% |

² Average Appraisal costs based on varied property improvement conditions and currently recognized ownership entities

Recording Fees will be invoiced as actual cost to the project as set by the County Recorder's Office
³ (County receipts provided). Mortgage Release fee are not anticipated, but if needed, will be invoiced as actual cost to the project at \$250/tract as pre-approved by the Client. Consultant reserves the right to request additional compensation to secure these releases.

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

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: April 19, 2023

Re: Engineering Services for Traffic Calming Projects
(Belle Meade Together Plan)

Background

The intent of this project is to implement traffic calming measures recommended in the Belle Meade Together Plan, the City of Belle Meade's Master Plan document. The consultants will review the master plan and provide additional traffic analysis to recommend context-sensitive solutions for improved traffic calming, pedestrian access and multi-modal access within the city limits.

For your consideration tonight, KCI Technologies has provided the enclosed proposed scope of work. KCI proposes that Task 1 would include "Traffic Calming Analysis and Data Collection" and Task 2 would include partial designs "30% Traffic Calming Design" for the study intersections. Task 3 is defined as project coordination meetings throughout the project. KCI will meet with staff, conduct site visits, and rely upon aerial imagery for their design work. It is anticipated that design will include schematic plans for pavement markings, signage, traffic signal modifications, and turn lane designs as needed at the project intersections. Upon delivery of the 30% design level plans, the City would determine and prioritize which projects will move forward to final design. The selected study locations are provided on page 2 of the enclosed proposal.

KCI proposes lump sum fees for all tasks in a total amount not to exceed \$54,110.

Task 1:	\$ 16,560.00
Task 2:	\$ 28,800.00
Task 3:	\$ 8,300.00
Direct Expenses and Charges:	\$ 450.00
Total:	\$ 54,110.00

Recommendation

The Board is recommended to review and approve the Engineering Services Proposal with KCI Technologies, in an amount not to exceed \$54,110, for Traffic Calming projects identified as priorities in the Belle Meade Together Plan.

Fiscal Impact

Funding for this project is budgeted and available in the current FY 2023 budget.

Attachments

KCI Technologies Professional Services Proposal

PROFESSIONAL SERVICES PROPOSAL

April 7, 2023

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

Via Email: jmoody@citybellemeade.org

Subject: Traffic Calming Analysis and 30% Design

KCI Technologies, Inc. (KCI) is pleased to submit this proposal for the above-referenced project. The Work will be performed for the following:

Location: City of Belle Meade

BACKGROUND

Based on an in-person meeting between the client and KCI Technologies, Inc. The intent of this project is to build off a previously completed master plan for the City of Belle Meade. The previous master plan looked at multiple options for high-level transportation improvements within the City. As discussed with the City in the meeting on 3/10/2023, KCI will review the previous master plan and dig a little deeper into transportation improvements within the City specifically looking at context-sensitive solutions for improved traffic calming, pedestrian access and multi-modal access within the City.

SCOPE OF SERVICES:

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work as follows:

The following tasks describe the data collection, analysis and design that KCI anticipates with this project. As noted between Task 1 and Task 2, KCI would like to meet with the City and review the recommendations from the memo prior to moving into 30% design of these improvements. Once 30% plans are complete and priced, KCI and the City can meet about next steps with the design. KCI and the City can determine with projects will move onto final design based on the your preference. The scope of services is broken down to three (3) Tasks which are described below:

Task 1 – Traffic Calming Analysis and Data Collection

- Review previous traffic studies conducted in the area.

- Review previous traffic counts conducted for the roadways and intersections in the study area, including the most current daily traffic counts available from the Tennessee Department of Transportation (TDOT) and the files of KCI.
- Based on our understanding of the project and the surrounding street network, we anticipate the study area will include the following intersections. These counts will include vehicles, pedestrians and cyclists.
 - Belle Meade Boulevard at Harding Pike
 - Belle Meade Boulevard at Jackson Blvd.
 - Belle Meade Boulevard at Deer Park Drive
 - Belle Meade Boulevard at Harding Place
 - Belle Meade Boulevard at Chickering Road
 - Belle Meade Boulevard at Page Road
 - Jackson Boulevard at Belle Meade Boulevard
 - Jackson Boulevard at Harding Pike
 - West Tyne at Belle Meade Boulevard
 - West Tyne Drive at Nicol Lane
 - Intersection of Lynnwood Terrace and Lynnwood Blvd.
 - Gerald Place at Belle Meade Boulevard
 - Gerald Place at Jackson Blvd.
- KCI will conduct AM and PM peak hour traffic counts at each of these intersections.
- KCI will collect tube counts at the following locations.
 - Lynnwood Terrace within the 400 block
 - Belle Meade Boulevard – 3 locations
 - Jackson Boulevard – 1 location
 - West Tyne Drive – 1 location
 - Gerald Place – 1 location
- KCI will perform a site visit at each of the roadways and intersections listed above to understand the type of user at each location and current behaviors. This site visit will also include obtaining existing roadway measurements, pictures and videos as needed.
- Conduct capacity analyses of the existing and projected peak hour traffic volumes at the critical intersections within the study area. It is expected that existing analysis will be done at each intersection. This analysis is done primarily to determine the locations with the most delay and to determine areas of speeding.
- Determine the need for geometric and/or traffic calming improvements for the roadways and intersections studied based on the analysis of existing conditions. Specific design recommendations such as type of traffic control, need for alternative pavement markings, traffic calming circles, pedestrian medians, sidewalk connections and any other traffic calming features will be discussed and specified.

- Prepare a written memorandum outlining the results of the analyses conducted, conclusions, and recommendations for the project. The written memorandum will include concept level design options based on the analysis and observations.
- Deliver up to two (2) copies of the memorandum to the client.

Prior to Starting Task 2 – KCI and City of Belle Meade Representatives will meet to go over the recommendations from the memo. Based on this meeting, it is expected that at least one option at each location will be designed to 30% design level in order for the designs to be priced.

Task 2 – 30% Traffic Calming Design

Based on the recommendations reached as part of Task 1, KCI will develop 30% design plans for the study intersections. It is anticipated that these schematic design plans will consist of pavement marking, signage, traffic signal modification, and turn lane designs as needed at the project intersections.

The 30% design will comply with current Nashville Department of Transportation (NDOT), MUTCD and City of Belle Meade standards.

The 30% design will be done on aerial imagery and based on site visits by the engineer. No survey is anticipated as part of this project.

Once the design and recommendations have been reviewed and approved by the City, KCI will provide an opinion of probable cost of the improvements using the latest unit costs from TDOT and similar construction projects in Nashville.

Task 3 – Project Coordination & Meetings

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

- Project coordination and meetings with the City throughout the project. Up to five (5) meetings with the City will be provided.
- Project coordination with NDOT staff to facilitate review of the traffic analysis. Up to one (1) meeting with NDOT staff will be provided.

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

ADDITIONAL WORK

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions which follow on "Fees and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Work.

For Client's reference, the following are some of the services that may be required as Additional Work to complete the Work but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Work within the Scope of Services.

- Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- Parking studies.
- Meetings in addition to those specifically identified in the Scope of Services
- Checking of work performed by others.
- Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- Expert witness testimony.

FEES AND PAYMENTS

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

KCI's fee for the Work listed for **Task 1 – Traffic Calming Analysis and Data Collection** in the Scope of Services above will be a lump sum of **\$16,560.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for **Task 2 – 30% Traffic Calming Design** in the Scope of Services above will be a lump sum of **\$28,800.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for **Task 3 – Project Coordination & Meetings** in the Scope of Services above will be the standard hourly rates (attached) by personnel classification multiplied by the number of hours worked by each respective person. The estimated fee for **Task 3 - Project Coordination & Meetings** is **\$8,300.00**.

KCI represents that the total fee for the Work listed in the Scope of Services above shall not exceed **\$53,660.00**.

FEES AND PAYMENTS FOR ADDITIONAL WORK

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services and shall be billed and paid on the same fee and payment terms described for the Work above or as mutually agreed upon in writing when the Client orders the Additional Work.

DIRECT EXPENSES AND CHARGES

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

1. Cost plus 10 percent for fees associated with the filing of applications and permits and for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Work.
2. \$0.655 per mile for all automobile mileage associated with KCI's normal performance of the Work.

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Work stated in the Scope of Services above will be approximately as follows: **\$450.00**

SPECIAL PROVISIONS

KCI shall have the right, at its expense, to post prominently on the subject property a sign advertising the fact that KCI Technologies, Inc., is providing engineering services for the Project.

KCI will submit monthly invoices for the Work and Additional Work rendered and the Direct Expenses and Charges incurred. The Client shall make prompt monthly payments in response to KCI's monthly invoices. The Client agrees that timely payment in full of all invoices is a condition precedent to this Agreement.

GENERAL PROVISIONS

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish sufficient credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the work.



We look forward to working with you on this project. The Project Principal to be assigned to the Work is Will Hager, and his telephone number is 629.204.5058.

Sincerely,

Approved:

Will Hager, AICP, LEED Green Associate
Practice Leader

Beth Ostrowski, P.E.
Regional Practice Leader

ACCEPTANCE:

City of Belle Meade, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY:

Rusty Moore, Mayor
City of Belle Meade

Date

Belle Meade Police Department
Monthly Statistics

March 2023

Officer	Calls Answered	Citations Written	Traffic Stops	Verbal Warnings	Community Contacts	Reports Completed	Auto Crash Property	Auto Crash Injury	Arrests	Fingerprint Calls	Child Seats Installed	Houses Checked	Business Checks	Miles Patrolled
Bowker	24	8	7	1	10	4	2			1	10	137	84	1485
Cloxtan	13	25	15	2	30							13	120	965
Corter	9	4	5	1								111	88	737
Doty	21	16	29	21		2			3			70	96	911
Dunn														
Germany	17	47	42	8	47	4	3			8		83	32	559
Linane	16	33	38	17								116	120	1012
Parrish	25	6	4									130	88	630
Read	16	102	76	17	63	3	1		1	5		87	64	693
Roark	12	76	44	32	44							33	20	774
Samol	24	20	14	3		1						59	90	672
Scarbrough	16	14	11	3	27	1	1			3		75	8	544
Wright	19	12	12	3	8	3			3			72	112	697
Yokley		25	39	18										435
Totals:	212	388	336	126	229	18	7	0	7	17	10	986	922	10,114

**Board of Commissioners Meeting
Police Department Statistical Summary
March 2023**

Call Type	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Alarms	23	27	21	40	25	34	43
Arrests	12	9	3	14	12	19	7
Burglary	0	0	2	0	0	0	0
Citations Issued	392	432	500	295	453	334	338
Community Contacts	203	215	197	159	76	162	229
Fingerprint Customers	25	30	16	18	21	32	17
House Checks	460	500	475	729	716	626	986
LPR Camera Hits	7	15	5	20	8	13	5
Non-Residential Checks	859	849	833	900	984	855	922
Reports Taken	21	17	18	24	20	34	18
Theft of Property	2	3	1	0	1	4	0
Traffic Crashes	4	7	4	5	5	9	7
Total Patrol Miles	9,524	9,215	9,757	9,464	9,102	9,357	10,114
P.D. Monthly Revenue	\$27,960.28	\$29,374.72	\$28,792.39	\$22,464.27	\$27,337.31	\$28,793.80	\$27,786.84

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

Mar-22	1700.835	214.205	181.651	18.584	9.760
Apr-22	1594.043	210.328	190.743	0.000	6.430
May-22	1943.287	218.583	179.974	37.354	3.839
Jun-22	1626.588	163.442	197.415	18.210	0.000
Jul-22	1646.776	200.128	188.617	0.000	16.390
Aug-22	1896.836	164.706	170.166	31.983	26.430
Sep-22	1600.605	196.001	179.661	0.000	0.000
Oct-22	1594.432	142.944	189.274	17.031	11.477
Nov-22	1655.465	130.449	203.946	18.026	0.000
Dec-22	1480.799	118.903	104.410	17.356	12.460
Jan-23	1617.196	165.773	183.336	17.474	0.000
Feb-23	1509.579	188.256	154.561	0.000	0.000
Mar-23	1643.652	214.330	172.073	0.000	79.606

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

Mar-22	\$ 6,651.32	\$ 822.18	\$ 693.03	\$ 75.94	\$ 39.92
Apr-22	\$ 6,058.70	\$ 771.96	\$ 706.72	\$ -	\$ 25.65
May-22	\$ 7,850.27	\$ 883.33	\$ 727.79	\$ 154.24	\$ 14.83
Jun-22	\$ 7,153.95	\$ 721.18	\$ 845.93	\$ 82.24	\$ -
Jul-22	\$ 6,591.10	\$ 803.81	\$ 755.18	\$ -	\$ 68.13
Aug-22	\$ 6,453.35	\$ 562.48	\$ 552.21	\$ 114.77	\$ 85.17
Sep-22	\$ 5,033.81	\$ 600.83	\$ 534.55	\$ -	\$ -
Oct-22	\$ 5,209.15	\$ 456.07	\$ 587.56	\$ 53.55	\$ 36.21
Nov-22	\$ 5,319.13	\$ 402.71	\$ 607.66	\$ 59.41	\$ -
Dec-22	\$ 4,057.95	\$ 336.24	\$ 251.17	\$ 48.87	\$ 31.84
Jan-23	\$ 4,846.70	\$ 488.75	\$ 530.73	\$ 48.68	\$ -
Feb-23	\$ 4,697.69	\$ 589.98	\$ 461.76	\$ -	\$ -
Mar-23	\$ 5,214.63	\$ 683.43	\$ 530.82	\$ -	\$ 248.10

LPR REPORT – MARCH 2023

Missing Persons - 2

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

Stolen Vehicle - 1

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

Stolen Tag - 2

- 1 - Officers located and attempted to stop the vehicle. The driver refused to stop and officers did not pursue due to department policy and public safety. Metro was notified of last known location and direction of travel.
- 1 - Officers located and stopped the vehicle. The stolen tag was seized and the driver was arrested.



Police Department Monthly Report February 2023

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: March 14, 2023 to April 6, 2023

NEW CASES ASSIGNED

No new cases were reported during this time frame.

ASSISTING OTHER AGENCIES

United States Postal Service – Theft of mail from mailboxes. This offense is still ongoing in the Belle Meade and surrounding areas. Belle Meade residents using USPS locations outside of the City of Belle Meade are being impacted by these thefts.

Brentwood Police Department -Armed Robbery. As reported last month, we are still assisting this agency with this investigation. We have obtained search warrants in this matter and awaiting results.

Pennsylvania State Police- ID theft. We were contacted by a gentleman who purchased a motorcycle on Craigslist which was later reported stolen. The motorcycle had been purchased by an unknown individual from a dealer in Murfreesboro who immediately sold it on Craigslist for cash. While we did refer this to the appropriate law enforcement agencies, the PSP asked for our initial investigation findings which identified the suspect, the method the offense was committed and all the entities involved in the investigation.

Metro Nashville Police – Multiple homicides. We were able to utilize Belle Meade technology to develop a timeline of a recent event. All LPR and security camera footage was relayed to the Metro Police Department.

Broward County FL Sheriff's Department – Still ongoing efforts to correct a mistake in the issuance of a traffic (parking) citation to a Belle Meade resident who was not in Broward County. While this may seem a trivial matter to assist with, the effects of an unpaid parking ticket are often catastrophic. Loss of driving privileges and possible arrests are just some of the possible outcomes resulting from this mistake.

Assisting Residents.

We assisted in locating several individuals that were communicating with children in the Belle Meade area. This information was relayed to parents and shared with other law enforcement agencies in the area.

Assisting Resident with stolen mail problems and providing reports to prevent substantial late fees from being accessed.

Assisting local child care facilities in security matters. Ten years ago the City of Belle Meade and Harpeth Hall hosted one of the most advanced school security training programs in the nation. Most of the private schools along with several public school systems in the area attended. We are still working with parents who have children attending schools with evaluating the safety of programs being used.

LPR matters: Beta testing is continuing on two LPR cameras that were furnished by Genetec. This is being done at no cost to the City of Belle Meade.

We are still working on improving these cameras, the software and implementation of these two locations. It should be noted that the Lynwood / West Hampton cameras will show that **133,066 vehicles** have been documented at this location in the last 30 day. That numbers is a minimum number and the number will be higher when improvements and upgrades are made in the near future.

The new location at Westview/Lynwood/Glen Eden camera has documented 10,726 vehicles at this location in the last **22 days** alone. This beta testing is allowing the City of Belle Meade to ascertain if these devices with be practical in other areas of the city. These devices eliminate the need for NES approval, costly utility connections and allow for almost immediate deployment should the need arise.



CITY OF BELLE MEADE Police Department

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: April 19, 2023
Re: Agreement with Clearview AI

Background

Last month, Detective Sexton utilized a free, 30-day trial of facial recognition software to help identify suspects involved in local crimes. The trial proved very successful, and he identified several persons of interest in cases surrounding Belle Meade. The free trial ends on April 19, 2023. The software agreement was originally proposed to cost \$3,200.00 per year for a three-year agreement (\$9,600 total), but they have agreed to a discounted rate of \$3,000 annual for execution of this agreement at the end of the trial.

Recommendation

The Board is recommended to execute the contract agreement at the discounted rate. The surplus money from the fuel budget will more than cover this expense for the first year (\$3,000) and, moving forward, we will budget the remaining two years after that.

Clearview AI- April 20, 2023-April 19, 2024- \$ 3,000.00

Clearview AI- April 20, 2024-April 19, 2025- \$ 3,000.00

Clearview AI- April 20, 2025-April 19, 2026- \$ 3,000.00

Thank you for considering this request.

Attachments

Software Agreement



Clearview AI Order Form for

TN - City of Belle Meade.

CUSTOMER INFORMATION

Customer: TN - City of Belle Meade
Address: 4705 Harding Road Davidson TN 37205 615-297-6041
Billing Contact: Email and phone number
Customer Billing Instructions: If Customer has unique invoicing requirements, it must be attached prior to execution of this Agreement.

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name: Chuck Williams
Title: Chief of Police
E-mail: cwilliams@citybellemeadetn.org

SUBSCRIPTION TERMS

Product:	Clearview Search with Database
# of Sworn:	Tier 1 for 1 authorized users at TN - City of Belle Meade
Initial Term Length:	3 yrs
Initial Term Start Date:	April 20, 2023
Initial Term End Date:	April 20, 2026
Renewal Term:	At the expiration of the Initial Term End Date, the Agreement shall automatically renew for successive one (1) year terms (each a "renewal term"), unless Customer or Clearview provides the other party with no less than thirty (30) days' advance written notice prior to upcoming then applicable expiration date of the Agreement. Customer notice not to renew shall be delivered to renewals@clearview.ai and Clearview notice not to renew shall be sent to Customer at the Administrator email outlined above.
Mobile Terms:	If applicable, in order to access the Clearview Products via mobile electronic devices, Clearview will cooperate with Customer in the application processes to obtain the necessary technology licenses for such access. The costs associated with such licenses shall be at the sole cost of the Customer.

PRICING INFORMATION

The parties agree that if Customer's subscription to the Clearview Services described herein automatically renews as allowed under this Order Form, prior to any renewal term, Clearview will notify Customer of any changes to recurring Fees no later than forty-five (45) day prior to the start of the renewal term.

RECURRING SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
CVI: Clearview Search - Desktop	1	\$25,000	\$3,000
Total Recurring Fees		\$25,000	\$3,000

ONE TIME FEES

Oneflow ID 4676814 Page 1 / 12

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
IMPI: Implementation Services	n/a	\$25,000	\$0
HDS2: Premium Help Desk Support	n/a	\$14,500	\$0
Total One Time Fees		\$39,500	\$0

PAYMENT SCHEDULE

Payment terms are Net-30. If Customer is required to terminate the Agreement due to lack of funding, as set forth in Section 5.1.4 of the Terms of Service, Customer must provide no less than ninety (90) days' advance written notice prior to the commencement of Year 2, Year 3 and/or the renewal term, with notice sent to renewals@clearview.ai

PAYMENT DUE DATE	AMOUNT DUE
Year 1 Payment, due on the Initial Term Start Date	\$3,000
Year 2 Payment, due on the 1st anniversary Initial Term Start Date	\$3,000
Year 3 Payment, due on the 2nd anniversary of Initial Term Start Date	\$3,000
Total Over Initial Term	\$9000

☒ I consent to the Clearview AI Terms of Service and User Code of Conduct

<https://www.clearview.ai/terms-of-service>

2022 W9 Wall St pdf (6 pages, appended below)

[Download](#) 5B613BC0A8080258DD063FE870F0FDB05933045183210E6B2A38A49780EEEEACA7

Clearview AI Sole Source Affidavit - Notarized - January 2023 pdf (3 pages, appended below)

[Download](#) CA5014F328ECB77265250E94470B7C48BE258D22A6A153C9C32AB865DC8DEFF7

This order form ("Order Form"), including any exhibits attached hereto, is an agreement entered into as of the later of the two signatures by and between Clearview AI, Inc. ("Clearview"), a Delaware corporation, and the entity listed above as customer ("Customer" or "You"), and is subject to and incorporates by reference the Clearview Terms of Service (located at <https://www.clearview.ai/terms-of-service>) ("Terms"). Notwithstanding the foregoing, You understand and agree that the Terms are effective on You and Your Users commencing on the earlier date that (a) You first start using the Services, whether it be via a free trial or a paid subscription, or (b) payment is remitted by You pursuant to this Order Form. By signing this Order Form, You agree that Your access and use of the Clearview Services and Products are governed by the Terms, provided that if You and Clearview execute a separate written agreement modifying the Terms, then the terms of that separate written agreement shall prevail only to the extent it conflicts with the Terms. Customer's access to the Services and Products may be suspended unless and until payment is received by Clearview. Customer understands and agrees that use and access to the Services and Products is limited to individuals who are employed by or under the legal direction of the Customer and is either (i) a law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. In no event shall Clearview's aggregate liability arising under the Order Form exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

Participants

CLEARVIEW AI, INC. United States

Influencer

Roberto Gomez
roberto.gomez@clearview.ai

Delivery channel: Email

Influencer

Amelia Quan
VP of State & Local and Customer Success
amelia.quan@clearview.ai

Delivery channel: Email

Viewer

Yash Mehta
yash.mehta@clearview.ai

Delivery channel: Email

Signed with E-sign

Abhinav Somani
abhinav.somani@clearview.ai

04-11-2023 21:28:00 UTC

Date

Delivery channel: Email

TN - CITY OF BELLE MEADE United States

Viewer

Chuck Williams
Chief of Police
cwilliams@citybellemead.org

Delivery channel: Email

Viewer

Tom Sexton
Criminal Investigator
tsexton@citybellemead.org

Delivery channel: Email

Rusty Moore
Mayor
rmoore@citybellemead.org

Date

Delivery channel: Email

Print or type.

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

8	2	-	2	3	9	7	6	1	0
---	---	---	---	---	---	---	---	---	---

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check one item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person _____

DocuSigned by:

Patrick Schoenberg

Date ▶ 01/05/2022

—ZDR9155066B243D...

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)
 Oneflow ID 4676814 Page 4 / 12

Document ID: 63F66D7A-0BB9-475C-BD00-723CF33C09E7

Form W-9 (Rev. 10-2018)

Page 2

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Oneflow ID 4676814 Page 5 / 12

DUPLICATE ENVELOPE ID: 63F66D7A-0B69-473C-BD60-723CF33C09E7

Form W-9 (Rev. 10-2018)

Page 3

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
- Corporation - Individual - Sole proprietorship, or - Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	- Corporation - Individual/sole proprietor or single-member LLC
- LLC treated as a partnership for U.S. federal tax purposes, - LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or - LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
- Partnership - Trust/estate	- Partnership - Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

Oneflow ID 4676814 Page 6 / 12

Oneflow ID: 63F06D7A-0DB3-413C-8D60-723CF35C09CF

Form W-9 (Rev. 10-2018)

Page 4

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

Oneflow ID 4676814 Page 7 / 12

DOCUMENT ID: 63F06D7A-0B83-413C-8D8D-723CF33C09EF

Form W-9 (Rev. 10-2018)

Page 5

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Oneflow ID 4676814 Page 8 / 12

UUCU5I11 C11VEI1P1 1U. 03F00U7/A-0B03-4/5U-0U0U-7Z0UF00U9EF

Form W-9 (Rev. 10-2018)

Page 6

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Clearview AI Unique Attributes/Sole Source (2023)

Clearview AI acts as a search engine of publicly available images. Clearview AI locates this data from across the Internet and generates matches through its proprietary image-search technology. To the best of our knowledge, Clearview AI is the sole provider of the following combination of functionalities, features and services.

Unique attributes of Clearview AI's services include:

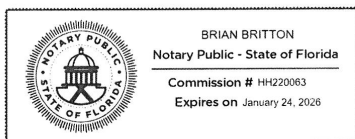
- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- System oversight, auditing and reporting features, which meet or exceed policy compliance standards and recommendations.
- A unified platform of identity management allowing for customized gallery enrollments, public online imagery access and a facial recognition capability in a single interface.

Clearview AI's first algorithm submission to NIST's latest Face Recognition Vendor Test ("FRVT") in October 2021 ranked No. 1 in the U.S. for its performance in matching VISA Photos (99.81 percent), MUGSHOT Photos (99.76 percent), VISABORDER photos (99.7 percent) and BORDER Photos (99.42 percent), and ranked in top five worldwide in all of these categories out of 650 algorithms. In the most difficult category of facial recognition tests – "WILD Photos" – Clearview AI's algorithm ranked No. 1 in the U.S. and No. 2 worldwide. In another key test that evaluates demographic accuracy, Clearview AI's algorithm consistently achieved greater than 99 percent accuracy across all demographics.

Clearview AI has also been awarded a U.S. patent for its platform's unique facial recognition capability. The "Methods for Providing Information About a Person Based on Facial Recognition" patent, U.S. Patent No. 11,250,266, issued by the U.S. Patent and Trademark Office (USPTO) issued February 15, 2022, is the first of its kind for a facial recognition company and was awarded to Clearview AI for its ability to gather publicly available information from the open internet (social media sites, mugshots, news sites and more) and then accurately match similar photos using its proprietary facial recognition algorithm.

The above statement is made in good faith, with due diligence and a current assessment of the market.

State of Florida County of Hillsborough



09/20/2022

Brian Britton 01/24/2026

Brian Britton HH220063
Online Notary

Abhinav Somani
Chief Operating Officer
Clearview AI, Inc.

Sworn to (or affirmed) and subscribed before me by means of online notarization,
this 09/20/2022 by Abhinav Somani. ☐ Personally Known OR ☒ Produced Identification
Type of Identification Produced Provided passport to verify ID



99 Wall Street #5730

Oneflow ID 4676814 Page 10 / 12

ew York, N.Y. 10005

www.clearview.ai

info@clearview.ai

Oneflow ID 4676814 Page 11 / 12

How to Verify This Transaction

Every Notarize transaction is recorded and saved for a minimum of five years. Whether you receive an electronic or printed paper copy of a Notarize document, you can access details of the transaction and verify its authenticity with the information below.

To get started, visit verify.notarize.com and enter this information:

Notarize ID:	H7ZWM8SH
Access PIN:	TJ8BZW

For more information on how to verify Notarize transactions, please visit:
support.notarize.com/notarize-for-signers/verifying-document-authenticity



Oneflow ID 4676814 Page 12 / 12

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Police - Memo - Surplus Property Patrol Unit 1709.doc \(LINK\)](#)

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
3/1/2023	206	Deer Park Dr	Dylan Hood	Red Light	Bad Pump	☑ Replaced Pump 10632457		WGL 20-21	Replacement
3/1/2023	1206	Canterbury Dr	Dylan Hood	Start Up	Start Up	☑		WH834897 WH834898	New Construct
3/2/2023	113	Bellevue Dr S	Dylan Hood	Start Up	Start Up	☑		WH834901 WH834910	New Construct
3/5/2023	1214	Nichol Ln	Dylan Hood	Red Light	Bad Pump	☑ Replaced Pump		WH756373	Replacement
3/5/2023	4320	Sunnybrook Dr	Dylan Hood	Red Light	Bad Pump	☑ Replaced Pump		WH379454	Replacement
3/5/2023	4316	Signal Hill Dr	Dylan Hood	Red Light	Bad Pump	☑ Replaced Pump		WH804777	Replacement
3/6/2023	1033	Chancery Ln	Dylan Hood	Red Light	Broken slidface in tank	☑ Repaired slideface in tank			
3/7/2023	4408	Harding Pl	Dylan Hood	Backing Up	Plugged splitter box	☑ Unplugged the splitter box			
3/7/2023	123	Clarendon Ave	Dylan Hood	Red Light	Bad alarm float	☑ Replaced alarm float			

Tuesday, April 4, 2023

Page 1 of 3

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
3/7/2023	105	Westhampton	Dylan Hood	Issues	Off float fell	☒ Reajusted the off float			
3/7/2023	916	Drew Pl	Dylan Hood	Red Light	Bad Pump	☒ Replaced pump		WH834917	Replacement
3/7/2023	224	Deer Park Cir	Dylan Hood	Red Light	Not getting any power to disconnect or to our control box	☒ Homeowner is getting a electrician to look at it.			
3/8/2023	4416	Shepard Pl	Dylan Hood	Red Light	No red light and the tank is pumped down	☒			
3/8/2023	414	Sunnyside Dr	Nathan McVay	Backing Up	Internal issues	☒			
3/8/2023	1	Lynwood Ln	Dylan Hood	Red Light	T/R 240 11.2	☒			
3/10/2023	304	Sunnyside Dr	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WH834916	Replacement
3/13/2023	4308	Harding Pl	Dylan Hood	Backing Up	Bad Alarm, off, and on floats	☒ Replaced all three floats			
3/16/2023	411	W Brookfield A	Dylan Hood	Start Up	Start Up	☒		WH836482 WH836480	New Construct

Tuesday, April 4, 2023

Page 2 of 3

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
3/16/2023	4409	Harding Pl	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WH637325	Replacement
3/21/2023	4419	Iroquois Ave	Dylan Hood	Odor	T/R 240 11.1 Bad light bulb	☒ Replaced light bulb			
3/23/2023	919	Westview Ave	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WH593175	Replacement
3/27/2023	621	Lynwood Blvd	Dylan Hood	Seeping	Bad Pump	☒ Replaced pump 10765712		WGL20-21	Replacement
3/28/2023	6	Lynwood Ln	Dylan Hood	Backing Up	T/R float bracket fell and bad light bulb	☒ Fixed the float bracket and replaced light bulb			
3/30/2023	310	Clarendon Ave	Dylan Hood	Holes in lid	Holes in lid and bad on float	☒ Replaced lid and on float			

Tuesday, April 4, 2023

Page 3 of 3

City of Belle Meade**March 23 TN One Calls**

ticketId	workStreet	workdonefor
8419623	PARK HILL	BLUE SKY PROPS
8422370	W BROOKFIELD AVE	SAM HAZEN
8424133	FORSYTHE PL	AT&T UTILITY OPERATIONS
8428057	JACKSON BLVD	LEIGH ZIMMERMAN
8428414	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
8430231	WEBSTER LN	HOMEOWNER
8430779	WESTVIEW AVE	HAURY
8430874	LYNNWOOD BLVD	NOEL
8431636	BELLE MEADE BLVD	PHIPPS CONSTRUCTION
8431659	BELLE MEADE BLVD	ROGERS BUILD
8431817	HOWELL PL	ATT
8434840	LYNNWOOD BLVD	NES REF NUM 230102536
8434857	WESTVIEW AVE	NES REF NUM 230101352
8435305	LEAKE AVE	PEGGY DUGMAN
8438745	JACKSON BLVD	ELIZABETH NICHOLS
8439788	BELLE MEADE BLVD	JIM ARMISTEAD
8458970	LYNNWOOD BLVD	PIEDMONT
8459440	IROQUOIS AVE	HOMEOWNER
8459834	HARDING PL	JENNIFER STADLER
8461481	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
8461664	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8461694	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8462109	HOWELL PL	RICHARD STEWART
8462323	HARDING PL	NASHVILLE DEPARTMENT OF TRANSPORTATION
8462914	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
8464112	PARK HILL	BLUE SKY PROPS
8464630	PADDOCK LN	MONTGOMERY CLASSIC HOMES
8466693	DAVIDSON RD	MIDDLE TENNESSEE INFRASTRUCTURE

March 2023 - Monthly Report

April 1, 2024

All,

I am please to present this report of activities for the building, code enforcement, and planning departments.

Building Department Activities:

1. Building inspection report is attached
 - a. Total inspections = 23
 - b. Inspections passed = 20
 - c. Inspections failed = 2
 - d. Completed = 1
2. Code Enforcement
 - a. 1 case – closed (assigned to HZC)
3. Provided building permit signs for all approved applications to be posted at the job site.
4. Created a building permit process for permit applicants (attached)
5. Now require contractor license and insurance for all projects to comply with State law. (T.C.A. 13-7-211)

Planning and Zoning Activities

1. BZA – 4 cases (2 approval, 1 denial, 1 verification of compliance)
2. Planning Commission – 1 case (denial)
3. Historic Zoning Commission – 1 case (deferred)

Stormwater

There were (2) two applications sent to the City Engineer for review.

Boards and Committees:

1. Revised commission applications
1. Current policy is to require a deadline of two weeks prior to a meeting to make a board/commission application. Two weeks was not enough time to properly review and make comments on an application to any of the boards. Further, Tennessee Code Annotated (T.C.A.) 13-7-203 requires that notice of public hearing for a Board of Zoning Appeals case must be at least 15 days prior to a meeting.

Remedy: I worked with the City Manager to create a revised submittal deadline to ensure enough time for proper staff review and public notice. As of this date, the new timelines are now in place.

2. After a BZA, PC, or HZC hearing, there is no department policy in place to give notice to an applicant that their case was approved or denied. In the case of BZA, written notice is required by state law. Per Tennessee Code Annotated (T.C.A.), the applicant can appeal to a court of competent jurisdiction (chancery court) within 60 days of a denial.

In the case of the HZC approval (other than reviewing meeting minutes), there is no document that clearly spells out the applicant's responsibilities after Commission approval. Also, there is no mechanism to confirm compliance at project completion.

Remedy: Provide a case determination letter to all applicants. This letter will also contain next steps for those that receive board/commission approval/denial.

BZA: In addition to determination letter, the BZA could require a final as-built drawing to confirm variances to the City of Belle Meade Zoning Ordinance.

HZA: To insure HZC recommendations are followed, the HZC could require a performance bond for all applicants.

Planning Department Miscellaneous:

1. Rusty Terry has been trained on uploading plans from the Belle Meade server to the Google Drive. This will allow another individual the ability to post meeting agenda items for public viewing in the absence of the building inspector/planner.
2. It is my plan work with Rusty Terry to post commission agenda outcomes on the City website via Google Drive. This will allow residents the ability to check the website instead of calling the building department.
3. Disposed old plan sets not subject to Tennessee Records Retention guidelines.
 - a. Records Retention Schedules | MTAS (tennessee.edu)

Zoning Ordinance:

It is my understanding that there are plans to revise the zoning ordinance. My firm can assist with this process if needed. Some observations:

1. The current zoning districts do not adequately represent lot conditions in the City resulting in more BZA cases.
 - a. It may be best to add at least (1) more zoning district
2. The zoning text is not easily understandable
 - a. See fence section to illustrate this point. (Pg 14-27)
3. Some sections conflict with other areas in the document
4. Standards for BZA variances and hardships should be re-evaluated
5. The zoning document lacks visual aids to clearly explain requirements
 - a. See example below for bulk building standards (realtors would love this!)

TABLE 4 RESIDENTIAL DISTRICTS LOT AND BUILDING BULK STANDARDS						
(See Table 9 for Residential Planned Development Bulk Standards)						
BULK REGULATIONS ⁹	RR	ER	SR-1	SR-2	RESERVED	MFR
Min. Lot Area/ D.U. (sq ft)	3 acres 130,680 sqft	1 acre 43,560 sqft	12,500	10,000		SF: 5,000 TH, MF: 2,400 ¹
Min. Lot Width (ft) ⁶	100	90	75	60		SF: 50 TH, MF: 20
Max. Lot Coverage	15%	20%	25%	30%		40%
Max. Building Height (ft)	35	35	35	35		45
Min. Front Yard (ft) ⁵	50	40	30	25		SF: 20 ² TH, MF: 10
Min. Side Street Yard (ft)	40	35	20	20		20
Min. Side Yard (ft)	25	20	10	8		SF: 6 TH, MF: 8 ⁴
Min. Rear Yard (ft)	40	35	20 ⁷	20 ⁷		20 ^{7,8}

SF – Single-Family, TH – Townhome, MF – Multi-Family, D.U. – Dwelling Unit

Should you have further questions, please feel free to reach out to me.

Andrew Pieri
Building Consultant

Permit Process for New Building Construction

1. Applicant schedules a pre-application meeting to discuss the project
 - a. Applicant and/or owners' representative
 - b. City Planner/Building Inspector
 - c. City Engineer
 - d. City Manager (optional)
2. Make determinations on additional paths for submittal
 - a. Board of Zoning Appeals
 - b. Historic Zoning Commission
3. Applicant submits plans for review
 - a. Send to commissions (if necessary)
 - b. Building Inspector submits plan top City Engineer
 - c. Building Inspector reviews drawings
 - i. Code compliance (structure)
 - ii. Zoning requirements
 1. Floor Area Ratio (F.A.R.)
 2. Building setbacks
 3. Verify other details provided by design professionals
4. Pre-approval phase
 - a. Land disturbance permit
 - b. Silt fencing/erosion control
5. Permit issuing phase
 - a. Building inspector receives recommended for approval letter from City Engineer
 - b. Building inspector determines permit cost based on fee schedule
 - c. Inspector creates permit card and yard sign
 - d. Permit documentation to City Recorder for permit issuance



Municipal

Inspection Partners

Review-Enforce-Inspect

Building Inspections

**Request
Detail
Report**

03/01/2023 - 03/31/2023

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
609341647	3/31/2023		114 Belle Meade Blvd.	Site consultation		Inspection Passed
608298357	3/27/2023	Pools Plus LLC	1108 Nichol Lane Belle Meade TN	Form & steel of swimming pool & spa		Inspection Passed
608194750	3/27/2023		4310 Glen Eden Dr.	Framing	Call 615-970-2765 with questions. Double door back of house is open for basement inspection	Inspection Passed
607719674	3/24/2023		621 Westview	slab		Inspection Passed
607039911	3/22/2023	Ramsey-Daugherty Company Inc	610 Belle Meade Blvd	Insulation	Lower floor	Inspection Passed
606871324	3/21/2023	Hudson Walker Builders, LLC	216 Lynwood Blvd	concrete slab inspection	slab to inspect is inside the pool house	Inspection Passed
606856523	3/21/2023	Phipps Construction	1216 Belle Meade Blvd.	Framing Progress Inspection		Inspection Passed
606724036	3/21/2023	Hudson Builders	4421 Tyne Blvd	Final inspection of the exterior	Please call me ahead of time so I can meet you on site	Inspection Passed
606618263	3/20/2023	Montgomery Classic Construction	213 Paddock Lane	Building Final Progress	Please call prior to coming out	Inspection Passed
606476390	3/20/2023	Michael	112 Belle	Footina		Inspection

		DeMay Company	Meade Blvd.			Passed
606116112	3/17/2023	Micheal Cronin Acoustic Construction	414 Ellendale ave	Framing Inspection		Inspection Passed
605758000	3/16/2023	m.p. daniel llc	512 Parmer ave	Concrete sub slab		Inspection Passed
604297394	3/9/2023		1201 Canterbury Dr.	Final		Inspection Passed
604281510	3/9/2023	Hudson Walker Builders	216 Lynwood Boulevard	Slab inspection	Pool house slab	Inspection Passed
604259128	3/9/2023	Sage Construction LLC	215 Lynnwood terrace	Final	Garage side door will be open	Inspection Passed
603811849	3/8/2023		1201 Canterbury	Final		Inspection Failed
603571062	3/7/2023	MCAC	1306 Chickering Road	Occupancy	Can you call Clint, 573.305.8848	Inspection Passed
603377566	3/7/2023	Cooper concrete	610 Belle Meade blvd	Slab inspection. Pool deck		Inspection Passed
603303561	3/6/2023	Sage Construction LLC	215 Lynnwood terrace	Final	Detach garage side pedestrian door will be open	Inspection Failed
603251216	3/6/2023		22 Lynnwood Lane	Framing		Inspection Passed
603124144	3/6/2023	Pools Plus LLC	1108 Nichol Lane Belle Meade TN	Form and steel of swimming pool		Inspection Failed
602243665	3/1/2023	Castle Homes	1206 Canterbury	Stormwater	This is the stormwater update for review	Completed
602156664	3/1/2023	Castle Homes	1206 Canterbury Drive	Final, requesting temp final while stormwarter review is in process		Inspection Passed



Municipal

Inspection Partner:

Review-Enforce-Inspect

CODE ENFORCEMENT

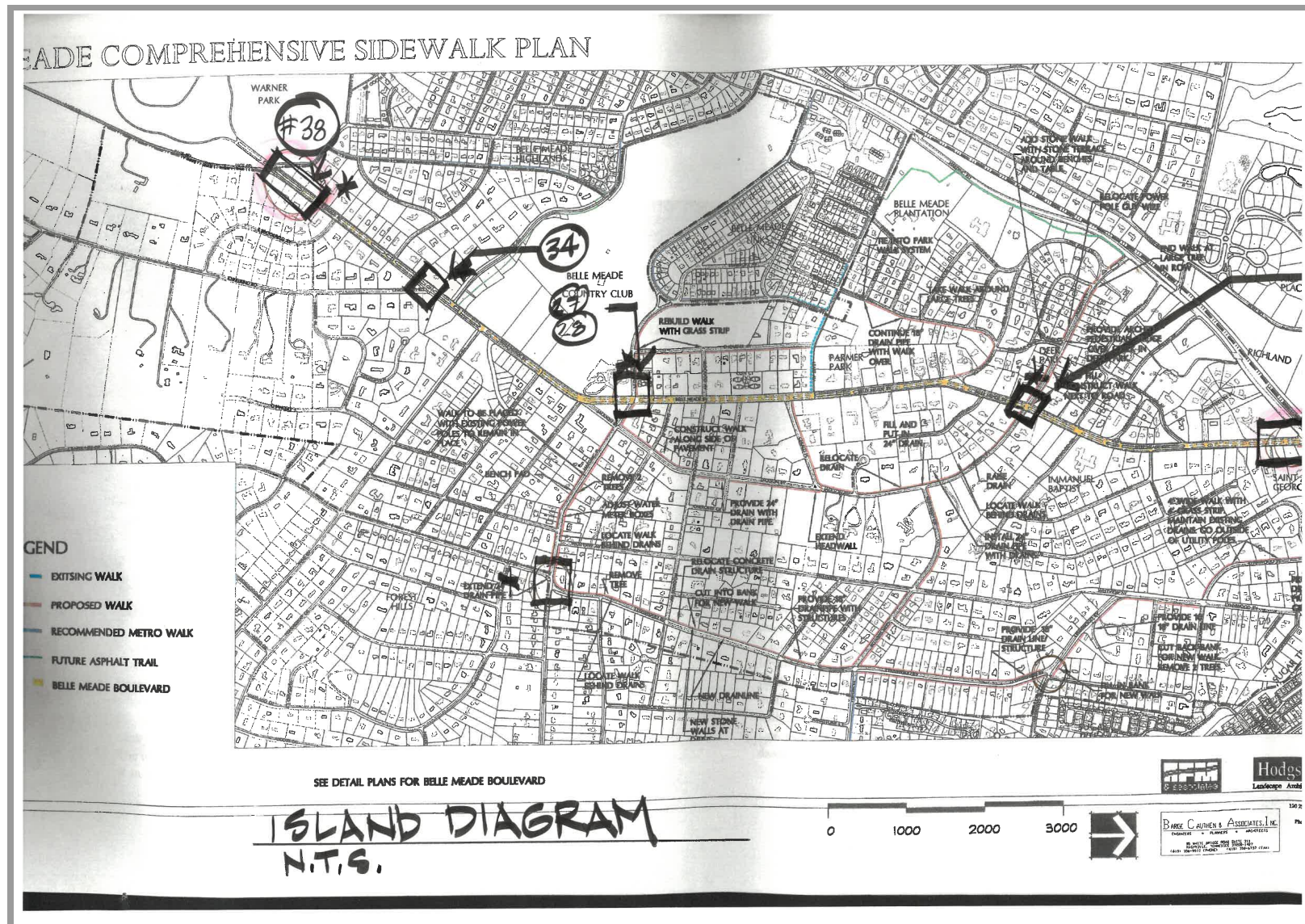
3/1/2023 - 3/31/2023

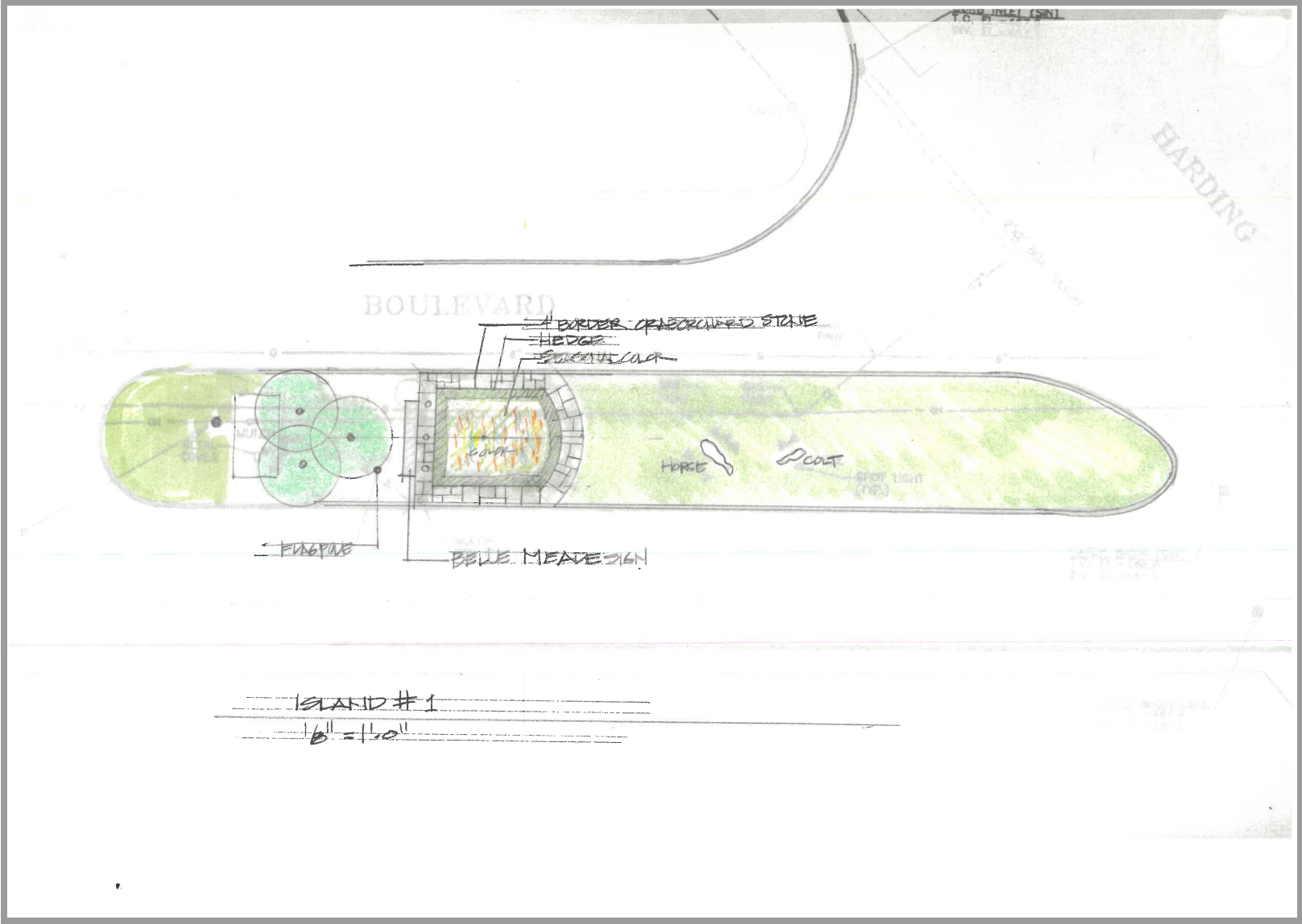
Case #	Case Date	Main Status	Jurisdiction	Violation Address	Violation Description
177	3/22/2023	Active	Belle Meade - TN	306 Clarendon Ave.	HZC Approval Required

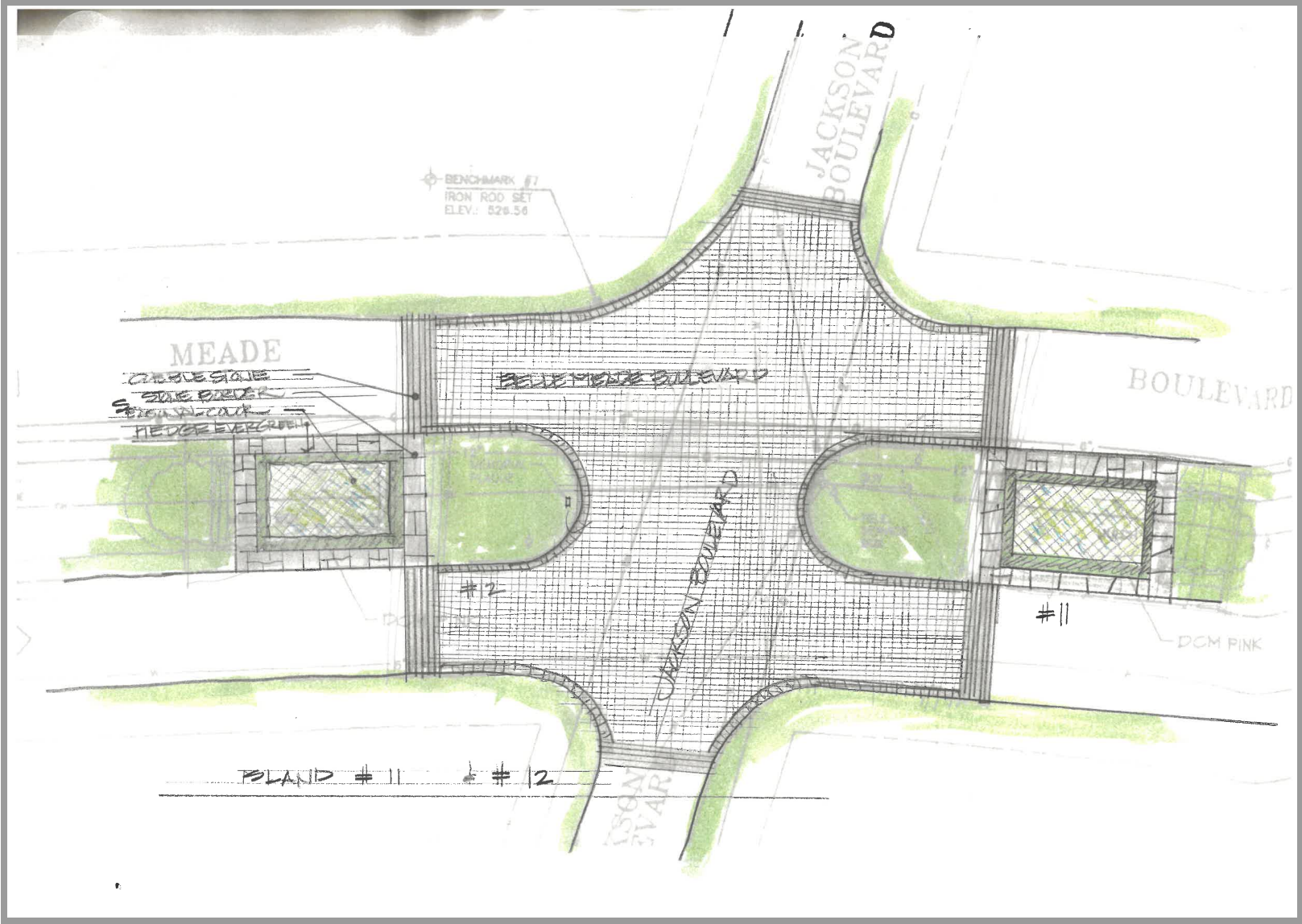
Total Records: 1

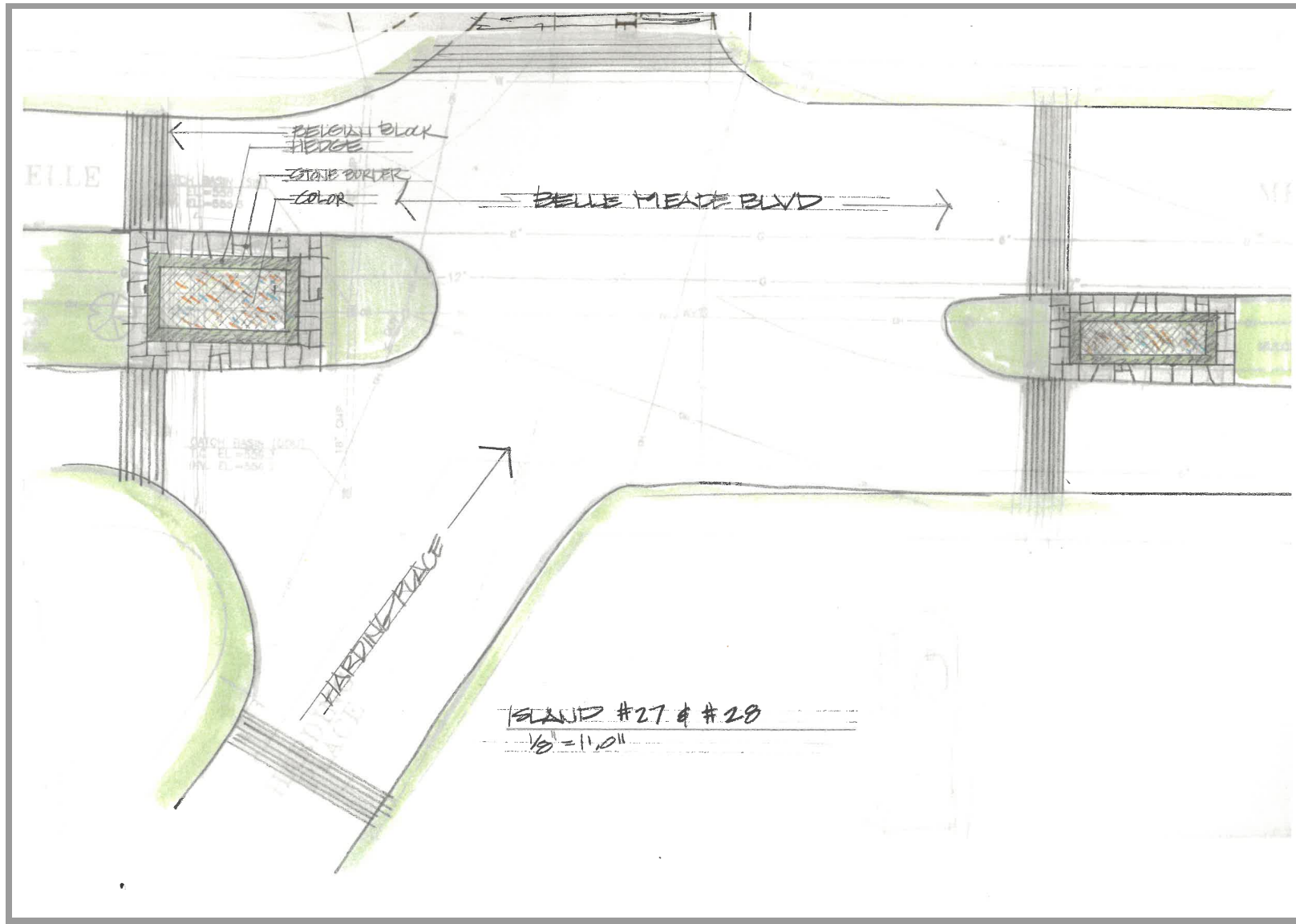
3/31/2023

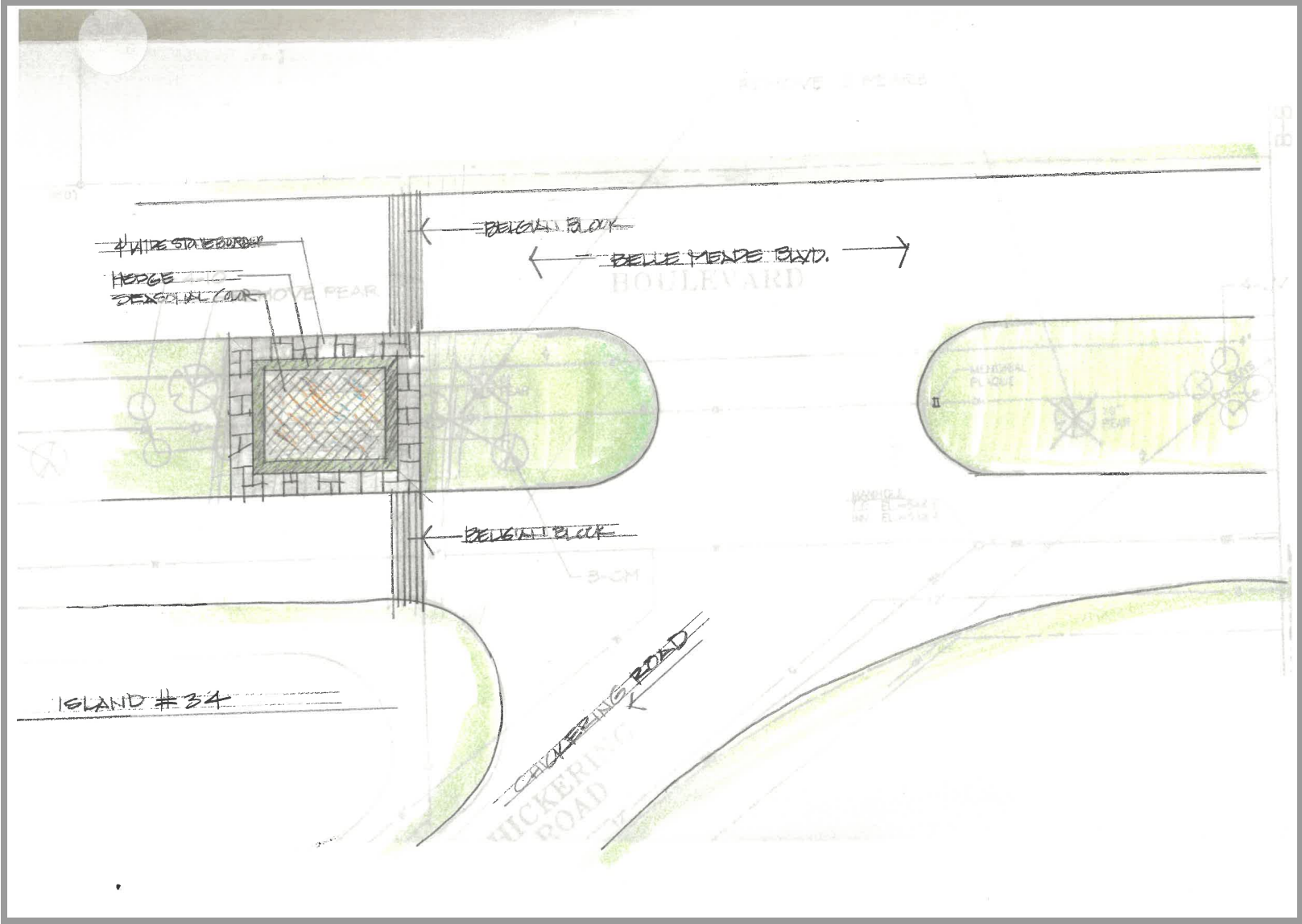
Page: 1 of 2

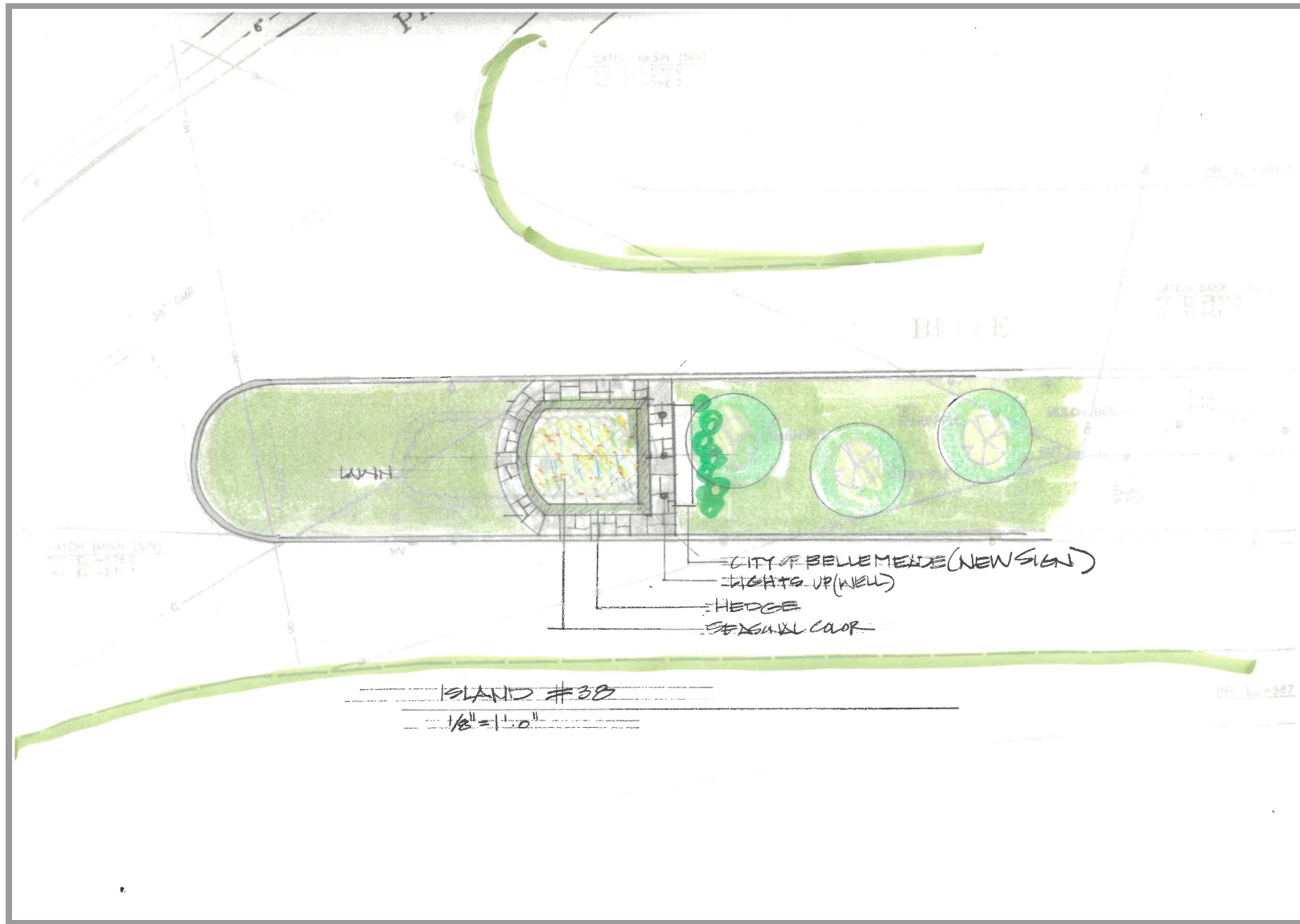
















City of Belle Meade
Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at March 31, 2023

<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	\$ 1,493,294	4.64%	4.51%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 5,861.71
Fiscal year-to-date	\$ 35,601.01

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

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

From Operating Cash to Investment Pool (deposit):

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

City of Belle Meade

Investment Schedule - General Fund
Local Government Investment Pool
Balance at March 31, 2023

<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	\$ 10,290,980	4.64%	4.51%	Earnings rate is monthly average
<u>Interest Earnings</u>					
	Current month		\$ 40,332.38		
	Fiscal year-to-date		\$ 220,328.56		
<u>Cash Transfers</u>					
<u>From Investment Pool to Operating Cash (withdrawal):</u>					
	03/29/2023		\$ 100,000.00		
	Total		\$ 100,000.00		
<u>From Operating Cash to Investment Pool (deposit):</u>					
	03/02/2023		\$ 500,000.00		
	03/15/2023		\$ 200,000.00		
	Total		\$ 700,000.00		
<u>Restricted funds in the LGIP balance:</u>					
**** American Rescue Plans Act (ARPA) fund restricted for specific uses.			\$ 848,007.08		
** David & Cindy Wilds Exemplary Service Award funds restricted to police department employees per specific guidelines.			14,527.35		
			\$ 862,534.43		

1/12/2023 2:34 PM FROM: Staples

TO: +16152970255

P. 1

INVOICE

Commonwealth Chemical INC.
PO Box 2723
Cookeville, TN 38502
931-267-4996
Invoice Number:

19

Invoice Date:

4-6-23

Bill To: City of Belle Meade **Ship To:** _____

2405 Harding Rd
Nashville, TN 37205
Same

SALESPERSON	P.O. NUMBER	ORDER DATE	SHIP DATE	SHIP VIA	F.O.B
STK		4-3-23	Same	CC INC	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
900 gals	Pot Perm (Millrace)	\$6.00 gal	\$5,400.00
600 gals	Pot Perm (Lynwood Westview)	\$6.00 gal	\$3,600.00
850 gals	Pot Perm (Park Hill)	\$6.00 gal	\$5,100.00
750 gals	Pot Perm (Westview)	\$6.00 gal	\$4,500.00
400 gals	Pot Perm (Siardon)	\$6.00 gal	\$2,400.00
400 gals	Pot Perm (Lynwood Westview Force mains)	\$6.00 gal	\$2,400.00

☐	NET
☐	CASH
☒	CHECK
☐	CREDIT CARD
	MC VISA DC AX
	NAME
	CARD NO
	EXPIRATION DATE

SUBTOTAL	
SALES TAX	
DEPOSIT	
SHIPPING & HANDLING	
INVOICE TOTAL	\$23,400.00

Thanks for your business!



Office Use Only

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

Invoice

DATE	INVOICE #
4/3/2023	71570

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

SHIP TO
SAME

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
110-3829	Net 30		4/3/2023			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MATERIAL PURC	36 X 84 E/ONE FIBERGLASS DUPLEX STATION			7,706.62	7,706.62
2	MTL	100' EXTREME SUPPLY CABLES			325.08	650.16
10	MTL	1098 SLIDE FACE			94.40	944.00
1	FR	FREIGHT			300.00	300.00
		S.N.				
		WH836453				
		WH836429				
						</

Municipal Inspection Partners

810 Oak Meadow Drive Unit #681411
 Franklin, TN 37064 US
 +1 6157168111
 admin@pierlcompanies.com
 https://www.mipnashville.com

*rec'd 4/03/23
 Jennifer Moody
 approved
 4/04/23*



**Municipal
 Inspection Partners**
 Review-Enforce-Inspect

INVOICE

BILL TO
 City of Belle Meade
 4705 Harding Road
 Nashville, Tennessee 37205

INVOICE 10497
 DATE 03/31/2023
 TERMS Net 15
 DUE DATE 04/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/02/2023	OSBI	On-Site Building Inspector 8:00 am - 2:00 pm	6	75.00	450.00
03/06/2023	OSBI	On-Site Building Inspector 8:00 am - 4:00 pm	8	75.00	600.00
03/08/2023	OSBI	On-Site Building Inspector 8:00 am - 4:00 pm	8	75.00	600.00
03/10/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
03/13/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
03/15/2023	OSBI	On-Site Building Inspector 08:00 am - 3:30 pm	7.50	75.00	562.50
03/16/2023	RES/INSPECT	Residential Building Inspections 512 Parmer Ave - Slab (PASSED) 216 Lynwood Blvd - Slab (PASSED) 215 Lynwood Terrace - Re-Inspection final (PASSED)	3	100.00	300.00
03/17/2023	OSBI	On-Site Building Inspector 8:00 am - 2:00 pm	6	75.00	450.00
03/20/2023	OSBI	On-Site Building Inspector 08:00 am - 3:30 pm	7.50	75.00	562.50
03/21/2023	OSBI	On-Site Building Inspector 3:00 pm - 6:30 pm Board Meetings MPC and BZA	3.50	75.00	262.50
03/22/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
03/24/2023	OSBI	On-Site Building Inspector 8:00 am - 2:00 pm	6	75.00	450.00
03/27/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
03/29/2023	OSBI	On-Site Building Inspector 9:30 am - 4:00 am	6.50	75.00	487.50
03/31/2023	OSBI	On-Site Building Inspector	5.50	75.00	412.50

8:00 am - 1:30 pm	
BALANCE DUE	\$7,387.50
Page 2 of 2	



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: April 19, 2023

Re: Employee Compensation Study
Professional Services Agreement with Burris, Thompson and Associates (BTA)

Background

The City of Belle Meade is committed to providing appropriate and competitive, market-based compensation for city employees. Periodically, the City requests updates to its compensation plan to maintain pace with the job market to ensure we can attract and retain talented employees. The City is recommended to use a professional consultant who can assist with benchmarking and comparing multiple job classifications with other peer communities and agencies. The study will help determine salary adjustments that may be necessary to ensure that employee salaries are administered in a fair and consistent manner.

For your consideration tonight, Steve Thompson, President of BTA, provided the enclosed proposed scope of work.

KCI proposes lump sum fees for all tasks in a total amount not to exceed \$6,210.00 and should be completed by May 15, 2023.

Recommendation

The Board is recommended to review and approve the Professional Services Proposal with Burris, Thompson and Associates, in an amount not to exceed \$6,210.00, an Employee Compensation Study.

Fiscal Impact

Funding for this project is budgeted and available in the current FY 2023 budget.

Attachments

BTA Professional Services Proposal



Steve Thompson
President, Consulting Services
3259 Vinemont Dr.
Thompson's Station, TN 37179-2924
Phone: (615) 500-7931
stevenjthompson@comcast.net

April 3, 2023

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

Dear Jennifer:

As we discussed, to assist the City in reviewing and updating its pay plan, Burris, Thompson & Associates (BT&A) proposes the following consulting services:

A. Confirm Study Scope and Objectives

The Compensation Study would encompass approximately 26 employees assigned to approximately 16 job titles. Study objectives are:

- Ensure that all employees are paid appropriately for the job duties performed.
- Ensure that the City's pay practices are competitive with the market so the City can attract and retain individuals with the desired skills and abilities.
- Determine salary adjustments to ensure that employee salaries are positioned appropriately within the salary structure and that any existing pay compression or pay compression created by adjustments to the structure is mitigated.
- Ensure pay is administered in a fair and consistent manner to all of the City's 26 employees.

BT&A will consult with City management to confirm pay study parameters such as desired market position, benchmark employers, salary planning date, etc.

B. Fact Finding

1. **Key Employee Interviews**

BT&A will meet with various key employees to review the organization of work and the various positions in their areas (discussion is usually driven by a review of the departmental organization chart). We would also seek information related to anticipated organizational or technology changes that may need to be considered. We would also obtain feedback concerning current pay practices, including current and desired job classification and pay plan design considerations.

Burris, Thompson & Associates
 Compensation Study Engagement Letter
 March 30, 2023

Page 2

2. **Review Pay Plan Documentation**

BT&A will review current City job classifications and pay ranges, pay administration policies, and other documentation of pay practices to ensure this information is properly considered in the project.

3. **Job Description – Review Only**

BT&A will review all City job descriptions, organization charts, and pay related policies. We would contact the City Manager and/or key employees for clarification of the duties of specific jobs as needed to supplement job descriptions. This information is necessary to ensure jobs are matched correctly with data compiled from external market sources.

C. Compile Comparative Market Data

BT&A will compile market data from the following sources:

1. **Burris, Thompson & Associates' 2022 Public Sector Salary Survey** – we will consult with City management to identify benchmark employers. City of Belle Meade jobs will be matched to survey jobs based on job duties and required qualifications. We will work with City management to determine the appropriate salary planning date for the study – the date to which all data will be projected to create the “snapshot” of the market. Typically, this is the beginning of the fiscal year, but the City could choose a more aggressive date.
2. **Economic Research Institute Salary Assessor** – an automated database updated quarterly to which we subscribe that contains data for more than 4,000 job titles for many different industries. We will use general business data for the Nashville area.

D. Compare City of Belle Meade Salaries to Market

For each City job we will compile data from the survey or surveys that contain a job that matches an understanding of the job gained from the City's existing job description and key employee interview.

1. **Desired Market Position**

BT&A will consult with the City management to identify the City's desired competitive position in the labor market (i.e., market average, 40th percentile, etc.).

2. **Determine Job Market Rates**

For each City of Belle Meade job, BT&A will determine a “Market Rate” using the target competitive position as identified in #1 above. The **Market Rate** will be the weighted average of:

- i. The target percentile salary for the job match from the **public sector** salary survey, and
- ii. The target percentile salary for the job match from the **general business** database.

3. **Salary Market Index**

BT&A will calculate a Salary Market Index for **each** City of Belle Meade **employee**. The

Burris, Thompson & Associates
Compensation Study Engagement Letter
March 30, 2023

Page 3

Salary Market Index is the ratio of the employee's **current salary** to the **Market Rate** for the employee's job.

Salary Index = Employee Salary ÷ Job Market Rate

Individual and aggregate Salary Index numbers will allow comparison of current City of Belle Meade employees to market practice.

E. Job Classification and Pay Structure

1. Create/Revise Existing Pay Structure

If discussions with City management support retention of the existing job pay grade assignments instead of starting over with a clean slate, BT&A will recommend changes to job pay grade assignments if needed and an adjustment to the City's current pay ranges or steps needed to maintain labor market competitiveness.

If the City determines that the best path forward would be to more or less start with a clean slate in developing a new pay plan (or if there is no existing pay structure), BT&A will develop a pay structure (pay grades and pay ranges or pay steps) initially based on a general analysis of the market data. Then, jobs would be assigned to the pay grade which best matches the market rate for the job. We will work with City management to decide which pay grade is the best fit for any jobs for which market data is unavailable.

F. Recommend Employee Salary Adjustments

Based on the revised (or new) pay structure and the City budgeted or projected budgeted salary increases, BT&A will recommend individual employee salary adjustments. Typically, these salary adjustments would be comprised of the following:

1. Adjustments to pay range minimums (or step 1) if employees' salaries fall below the proposed minimums (or step 1) for their jobs.
2. Adjustments to address existing pay compression or pay compression resulting from adjustment of employees to pay range minimums (or step 1).
3. Merit or a common general increase – BT&A would recommend a percent of payroll salary increase budget based on data concerning employers' salary increase budgets for 2023/2024 and the position of the City's salaries relative to the market.

BT&A would project the total cost (including the impact on FICA and retirement plan funding) of recommended employee salary adjustments.

BT&A will review proposed pay structure and salary adjustments with the City and make revisions as needed based on feedback.

G. Review Pay Administration Policy

BT&A will help the City review existing pay administration policies and procedures and recommend changes that will be needed to support administration of the revised/new pay plan. We will present an initial policy draft and submit it for review by City management. The pay administration policy

Burris, Thompson & Associates
 Compensation Study Engagement Letter
 March 30, 2023

Page 4

should address pay plan objectives and design, starting pay rates, individual employee pay adjustments (how employees progress through pay ranges), procedures for adjustments for promotions and changes in job duties, "on-call" pay, "comp time," and pay issues related to acting status, disability or other leaves of absence, and light duty job assignments. The policy should also describe the methodology for periodically updating the pay structure to maintain pace with the labor market.

If desired, BT&A will assist the City in developing a policy governing how certifications and other employee professional development accomplishments could be compensated. The objective would be to create an incentive for employees to seek additional training and reward them for it.

H. Develop Implementation Plan

BT&A will assist the City in creating a plan for implementing the new pay plan. The plan would include proposed effective date of pay changes, communication schedule, and pay change procedures as applicable. BT&A will train City staff in the methodology for maintaining the pay plan, including classification of new jobs and periodic updating of the pay structure based on changing labor market conditions. Much of this would be documented in the pay policy.

I. Present Final Report

BT&A will prepare a concise final report of findings and recommendations. If desired, BT&A will present the findings and recommendations to the Board of Commissioners & City Manager.

J. Timetable and Fee Estimate

Given our anticipated workload, the project should be completed by **May 15, 2023**.

Based on the scope of our services outlined above, our estimated fees for the project, including expenses, are shown in the table below:

Cost Proposal Detail	
Project Activity	Professional Fees
Fact Finding Interviews, Job Description Review Only	\$ 1,080
Compile Comparative Market Data; Compare City of Belle Meade Salaries to Market	1,350
Job Classification and Pay Structure	900
Recommend Employee Salary Adjustments	1,080
Review Pay Administration Policy	720
Develop Implementation Plan	360
Final Report; Presentation to Board	720
TOTAL PROFESSIONAL FEES	\$ 6,210

Burris, Thompson & Associates
Compensation Study Engagement Letter
March 30, 2023

Page 5

We anticipate the project will require approximately 30 consulting hours and that our fees will not exceed \$6,210.

If the scope of the project is significantly increased by the City of Belle Meade from the services outlined above, we will bill additional hours at the rate of \$180 per hour. Such hours would be subject to your approval in advance. Similarly, our fees will be less if our involvement is less than that specified in our proposal.

We will invoice the City monthly for hours incurred. Our fee estimate is effective through August 31, 2023.

We look forward to working with City Staff on this project.

Sincerely,

Steven J. Thompson
President

The signature of a City representative below will indicate agreement with the scope of services outlined above and our estimated fees for the project.

Accepted:

Signature: _____

City of Belle Meade Representative

Title: _____

Date: _____

ORDINANCE 2023-1

AN ORDINANCE AMENDING SECTION 2-101 OF THE BELLE MEADE MUNICIPAL CODE TO INCREASE THE NUMBER OF BOARD OF ZONING APPEALS MEMBERS FROM FIVE (5) TO SEVEN (7) AND TO DELETE THE PROVISIONS OF THE CODE ALLOWING FOR APPOINTMENT OF ALTERNATE MEMBERS.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE, as follows:

SECTION ONE Section 2-101 of the Belle Meade Municipal Code is hereby amended to modify and/or delete certain subsections in their entirety and to substitute the following therefor:

2-101. Board of zoning appeals.

(1) Creation of board. There is hereby created the board of zoning appeals to consist of seven (7) members, which shall have full power and authority to hear appeals and to construe and apply the provisions of Sections 14-201 *et seq.* of this Code, also known as the Zoning Code, and to exercise such powers as are accorded to boards of zoning appeals by state statute.

(2) Appointment of board. The members of the board of zoning appeals shall be appointed by the mayor with the concurrence of the board of commissioners. The five (5) members of the current board shall continue to serve their staggered terms according to the Ordinance No. 39, by which the original board of zoning appeals was created. All new appointments, including for the two (2) additional members now authorized by this ordinance, and reappointments, shall be for three (3) years. The mayor shall be responsible for accepting the resignation of any member of the board and appointing a replacement, with the concurrence of the board of commissioners. Any person appointed to a vacancy on the board shall serve for the remainder of the unexpired term. Any member of the board may be removed by the mayor before the expiration of their term with the concurrence of the board of commissioners.

(3) Appointment of the chair and vice chair. The mayor, with the concurrence of the board of commissioners shall appoint one (1) of the members of the board of zoning appeals to serve as the chair of that body during their term. The board may select one of its members to serve as vice-chair in the absence of the chair.

(4) Appointment of alternate members. REPEALED.

(5) Powers of the board. REPEALED

SECTION TWO. This ordinance shall become effective sixty (60) days after its passage, the health, safety, and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading: _____

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

RESOLUTION 2023-04

A RESOLUTION TO RELINQUISH THE CITY'S EXEMPT STATUS WITH THE STATE OF TENNESSEE AS TO ELECTRICAL INSPECTIONS AND AUTHORIZING CONTRACT WITH THE STATE FIRE MARSHAL'S OFFICE FOR ELECTRICAL INSPECTIONS WITHIN THE CITY LIMITS.

WHEREAS, the City of Belle Meade has previously maintained with the State of Tennessee status as an exempt jurisdiction with respect to all regulation of residential construction, including, but not limited to, the issuance of building permits and conducting of inspections for one and two family dwellings within the City limits; and

WHEREAS, consistent with this exempt status and pursuant to interlocal agreement with the Metropolitan Government of Nashville and Davidson County ("Metro") and Section 12-101 (2) of the Belle Meade Municipal Code, the City has required permits for plumbing, electrical and gas/mechanical construction to be subject to the Metro Building Code and for issuance of permits and inspections to be administered by the Metro Codes Administration; and

WHEREAS, the City wishes to relinquish its exempt status **for electrical inspections only** and to contract with the State Fire Marshal's office to provide such inspections and also for the latter to act as the issuing agency for issuance of state electrical permits; and

WHEREAS, the City does not intend hereby to relinquish its exempt status for any other aspect of its current regulation of the permitting and inspection of one and two family residential structures; and

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

SECTION 1. The City hereby relinquishes its exempt status as to the issuance of permits for electrical construction and the making of electrical inspections and authorizes the contracting with the State Fire Marshal for that office to provide electrical inspections within the City limits and to act as the electrical permit issuing agency for such construction within the City.

SECTION 2. This resolution shall take effect on May 17, 2023, the general welfare of the City of Belle Meade, Tennessee requiring it.

Date of Adoption:

Mayor Rusty Moore

City Recorder Rusty Terry

ORDINANCE 2023-2

AN ORDINANCE AMENDING SECTION 12-101 (2) OF THE BELLE MEADE MUNICIPAL CODE TO CLARIFY THAT ELECTRICAL PERMITS AND INSPECTIONS WILL NO LONGER BE SUBJECT TO THE METROPOLITAN NASHVILLE CODES DEPARTMENT.

WHEREAS, the Building Regulations of the City contained at Chapter One of Title Twelve of the Belle Meade Municipal Code (“Code”) have heretofore provided that “plumbing, electrical, and/or gas mechanical construction, inspections, and permits are subject to regulation by the Metropolitan Nashville (“Metro”) Codes Department; and

WHEREAS, the Board of Commissioners has issued a resolution relinquishing the City’s exempt status with the State of Tennessee as to electrical permitting and inspections; and

WHEREAS, for clarity and consistency it is necessary to amend the Code to take into account this change;

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

SECTION ONE: Section 12-101 (2) of the Belle Meade Municipal Code is amended to delete the word “electrical,” all other language of that sub-section to remain the same.

SECTION TWO: This ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

Passed on first reading:

Passed on Second Reading:

Rusty Moore, Mayor

Rusty Terry, City Recorder