



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
JULY 12, 2023, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
JULY 12, 2023, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. MINUTES - pg 6

Consideration of the Minutes of the Regular Meeting held June 21, 2023

Attachment: [MINUTES - BoC June 21 2023.pdf](#)

IV. PUBLIC WORKS

A. Monthly Reports - Larry Smith pg 13

Attachment: [PW Activity Report for June.pdf](#)

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

B. Approve a Contract with Gibbs Brothers Construction in the amount of \$40,200 for the Sutherland Avenue Culvert Replacement (ARPA Grant Funded - Stormwater Improvement project) - Larry Smith pg 22

Attachment: [5b PW Memo with attachments to award contract for Sutherland culvert replacement.pdf](#)

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

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chuck Williams pg 32

Attachment: [PD June 2023 stats.pdf](#)

Attachment: [PD Monthly Summary Report June 2023.pdf](#)

Attachment: [PD Wex Report June 2023.pdf](#)

Attachment: [PD June2023 LPR report.pdf](#)

Attachment: [7 PD Sexton Monthly Report June 2023.pdf](#)

2. Approve a Grant with the State of Tennessee Law Enforcement Hiring, Training and Recruitment Program for up to \$200,000 to support Belle Meade Police Department with no local match required - Chuck Williams pg 38

Attachment: [PD - MEMO and TLETA Grant Contract.pdf](#)

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

3. Approve a purchase of vehicle tracking equipment from StarChase, a sole-source provider, in the total amount of \$73,516.00 - Chuck Williams pg 56

Attachment: [PD - MEMO with Quote and Sole Source Letter from StarChase.pdf](#)

4. Approve a purchase in the amount of \$3,596.30, after trade-ins, for new duty weapons and holsters from Craig's Firearms utilizing state contract pricing - Chuck Williams pg 62

Attachment: [PD MEMO and Quotes for Duty Weapons and Holsters.pdf](#)

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

B. Health and Sanitation

1. Monthly Reports - Larry Smith pg 66

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

Attachment: [5 PW One Calls for June.pdf](#)

C. Building/Zoning/Planning

1. Monthly Reports - Andrew Pieri pg 72

Attachment: [Monthly Report - May 2023.pdf](#)

Attachment: [BLDG Monthly Report - June 2023.pdf](#)

2. Reappoint Nina Davidson to a new three-year term ending in 2026 on the Municipal Planning Commission - Rusty Moore pg 84

Attachment: [BLDG - Memo Appoint Member to MPC.pdf](#)

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

3. Mayor's appointment of a Chairman of the Board of Zoning Appeals - Rusty Moore pg 86

Attachment: [Memo Appoint Chairman BZA.pdf](#)

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

4. Mayor's Reappointment of all members of the Board of Building Code Appeals for new three-year terms - Rusty Moore pg 88

Attachment: [10 Memo Appoint Members BBCA.pdf](#)

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

5. Appoint a Board of Commission member to serve on the Board of Building Code Appeals for the remainder of their term of office - Rusty Moore pg 88

D. Waste Collection - No Matters

E. Beautification/ Landscape

1. Monthly report - Laura Katherine Wood
2. Approve Cherry Land Survey to conduct land survey of donated land along Harding Pike in the lump sum amount of \$3,500 - Jennifer Moody pg 90

Attachment: [Memo and Land Survey Quote.pdf](#)

F. City Communications and Technology - No Matters

VI. ADMINISTRATION

Finance

1. Financial Statements - May 2023 - Leigh Mills pg 92

Attachment: [MONTHLY FINANCIAL STMTS - General Fund and Sewer May 23.pdf](#)

Attachment: [Other Income Breakdown MAY 2023.pdf](#)

Attachment: [Capital Budget Report- MAY 23.pdf](#)

2. Investment Schedules - Leigh Mills pg 100

Attachment: [CD Laddering - JUN 23.pdf](#)

Attachment: [INVESTMENT SCHEDULE - LGIP GENERAL FUND JUN 2023.pdf](#)

Attachment: [INVESTMENT SCHEDULE - LGIP SEWER FUND JUN 2023.pdf](#)

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

3. Approval of Invoices Over \$5,000 - Leigh Mills pg 104

1) Burris, THompson & Associates - \$6,030.00

2) Public Entity Partners (Property Insurance) - \$17,845.00

3) Public Entity Partners (Liability Insurance) - \$59,467.00

4) Public Entity Partners (Workers Compensation) - \$64,472.00

5) Municipal Inspection Partners - \$6,000.00

Attachment: [Invoices Over 5k.pdf](#)

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

A.Facilities - No Matters

B.Human Resources / Personnel - No Matters

VII.LEGISLATION

A.ORDINANCE 2023-06 to Amend Section 14-206 of the Belle Meade Municipal Code to Clarify the Quorum Requirement of the Board of Zoning Appeals, on second and final reading - Doug Berry pg 110

Attachment: [LEGISLATION - Ordinance 2023-6 BZA Quorum on Second Reading.pdf](#)

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

B.ORDINANCE 2023-07 to Amend Title 12 of the Belle Meade Municipal Code to Create a New Chapter 6 International Plumbing Code and a New Chapter 7 International Gas and Mechanical Codes and Repealing Sections 12-101, parts (2) and (3) so as to PProvide for the Enforcement through the City of Belle Meade rather than the Metropolitan Government of Nashville and Davidson County, on second and final reading - Doug Berry pg 112

Attachment: [LEGISLATION - Ordinance 2023-7 Adopt Plumbing and Gas Mechanical Code.pdf](#)

C.ORDINANCE 2023-8 to Amend Section 12-102 of the Belle Meade Municipal Code to adopt the International Building Code for Buildings Other Than One and Two Family Dwellings and To Provide For Enforcement of that Code by the City Building Official, on second and final reading - Doug Berry pg 118

Attachment: [LEGISLATION - Ordinance 2023-8 Amend Building Code to Adopt IBC.pdf](#)

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

D.ORDINANCE 2023-09 to Amend Section 12-302 of the Belle Meade Municipal Code ("The Stormwater Fee Ordinance") to Renumber Subsections that have been previously misnumbered and to Amend Provisions Concerning Billing, Delinquencies, and Collections, on second and final reading - Doug Berry pg 120

Attachment: [Legislation - Ordinance 2023-9 Amend Stormwater Code.pdf](#)

E.RESOLUTION 2023-06 to Establish a Speed Limit of Twenty-five (25) miles per hour on Enquirer Avenue and Gerald Place - Doug Berry pg 122

Attachment: [Memo and Figure 1 Street Emphasis and Target Speed.pdf](#)

Attachment: [Resolution 2023-06 Speed Limit 26647562.1 .pdf](#)

VIII.OTHER MATTERS

A.Discussion about Property Maintenance Code Enforcement Policies

IX.Adjourn

The next scheduled meeting of the Board of Commissioners will be Wednesday, August 16, 2023 at Belle Meade City Hall 4705 Harding Pike Nashville, TN



MINUTES
BOARD OF COMMISSIONERS – REGULAR MEETING
JUNE 21, 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.

Board Members Present

Mayor Rusty Moore
Vice Mayor Haley Dale
Louise Bryan
Neal Clayton

Marty Dickens joined the board after his swearing in ceremony which followed the Pledge of Allegiance

Staff Members Present

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

PLEDGE OF ALLEGIANCE

SWEARING IN FOR HONORABLE COMMISSIONER MARTY DICKENS

Marty Dickens was sworn in as City of Belle Meade Commissioner by City Recorder Rusty Terry.

PUBLIC COMMENTS

Mayor Moore offered thanks to the Police Department and others who assisted with the Cheekwood Classic Car Parade on June 18.

Special Presentation: David Read & David Wright - Outstanding Service

Chief Williams stated that Officer Wright was under the weather and unable to attend, but Officer Read was present. Williams provided background information on Read's outstanding service in locating a gentleman with a medical situation whom the TBI had issued a Silver Alert on. Read located the vehicle when the City's LPR system pinged the vehicle; Read was able to assist in reuniting the gentleman with his family. Williams presented the David & Cindy Wilds Award for Outstanding Service to Officer Read.

Other Comments

Metro Councilman Thom Druffel updated the commissioners on the work of the Metro Council.

MINUTES

Consideration of the Minutes of the Regular Meeting held May 17, 2023

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

PUBLIC WORKS

Monthly Reports

Public Works Director Larry Smith noted the paving project was going well and should be completed by the 26th, and striping to be completed soon and that the sewer line cleaning project was also on schedule to be completed by the end of the following week.

Commissioner Bryan asked for an update on the Coyote issue.

Smith deferred to Chief Williams on this issue.

Approve TDOT Grant Contract Amendment 1 for the Harding Pike Sidewalk Project

City Manager Jennifer Moody noted the copy of the TDOT Grant Contract Amendment revising the budget. The original contract dedicated \$170,000 for the environmental review phase with no mention of the preliminary engineering, and TDOT prefers the items to be broken out into two phases noting that we cannot proceed into engineering design until the environmental review is completed. Moody noted there was no significant change to the project.

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

Update on Other Grant Projects

Moody provided additional information on the TDOT Sidewalk Grant project; the TDEC Grant to improve our sewer infrastructure; the Federal Rescue Fund Grant for the Walnut Drive project and the Sutherland Avenue culvert project and the sealed bids would be opened on June 22.

CITY SERVICES

Public Safety

Chief Williams updated the commissioners on trapping the coyotes.

A discussion ensued on the issue; Commissioner Dale suggested a community meeting be held with an official from TWRA on best practices; Commissioner Bryan suggested the same but also educating and possibly notifying owners if their property is hosting a coyote den but stated the city should not be in the habit of eradicating coyotes.

Monthly Reports

Chief Williams stated it was a routine month, there were no other questions

about the report.

Approve Contract with NashComm for Police Radio Patch

Chief Williams stated that Metro was updating their radio system and that the city of Belle Meade was required to do a radio firmware update to keep the radio systems in working order. Williams stated that one Motorola shop had not returned a bid, and recommends approving the \$3,400 quote from NashComm.

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

Health and Sanitation

Monthly Reports

Commissioner Dale asked if it would be possible to track time spent on various services, Smith stated it changes from month to month.

Commissioner Dale asked if the report could indicate when work is necessary after hours and on weekends.

Smith stated that he would provide that information on the next report.

Recognition of Public Works Department

City Manager Jennifer Moody shared an accommodation for the Public Works Staff, Moody stated that TDEC came to inspect the city sanitary sewer collection system sharing highlights from the letter, which resulted in a standing ovation for the Public Works team.

Approve Grant Award and Contract with TDEC for Sewer System Improvements

City Manager Moody stated this grant is from the State's rescue plan money that the city has applied for matching funds to support the asset management system, stating the city will be awarded \$666,588 for the project asking that the board authorize the mayor to sign the contract so the project could move forward.

**Motion to approve conditional on the city attorney's review: Dale
Second: Clayton**

Gravity Sewer Line Inspecting and Cleaning Contract Update

City Manager Moody provided an update, the board had approved her to spend no more than \$56,000 on the sewer line inspection and cleaning contract, and Sanitech was the low bid at \$37,569

**Motion to ratify the contract with Sanitech: Dale Second: Bryan
Vote: All aye**

Building/Zoning/Planning

Monthly Reports

Building Consultant Andrew Pieri provided updates, noting 29 inspections, 21 passed, 6 failed and 2 outstanding and minor issues which had been resolved.

Appoint Members (3) to the Municipal Planning Commission

Mayor Moore nominated Carter Dawson and Ashley Levi.

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

Appoint Members (2) to the Board of Zoning Appeals (these are the 2 newly created seats)

Mayor Moore asked to reappoint Erick Clifford for another term, and Ron Farris to join the board; Moore also nominated Pete Zabaski to serve as Chairman and Joe Dughman to continue as Vice Chairman.

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

Appoint Member (1) to the Historic Zoning Commission (replacing Ron Farris)

Mayor Moore nominated Ray Hayles, who is a principal of Walker Lumber.

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

Waste Collection - No Matters

Beautification/ Landscape

Monthly report by Laura Katherine Wood - No report

City Communications and Technology

Update on GoGov

City Manager Moody updated the commissioners on GOGov, the Belle Meade Connect app stating that she and City Recorder Rusty Terry are now trained on sending notifications.

Moody provided details on how many had downloaded the app: Apple products - 434 Android products - 28

ADMINISTRATION**Finance****Financial Statements - April 2023**

Finance Director Leigh Mills provided highlights and details on the monthly financials for month end April 2023.

Investment Schedules

Finance Director Leigh Mills provided highlights and details on the investment schedules.

Approval of Invoices Over \$5,000

- Local Government Corporation - \$28,411.60
- Municipal Inspection Partners - \$6,025.00
- Wascon Inc - \$7,389.56

- Wright National Flood Insurance Co - \$11,184.00
- H. E. Parmer Company, Inc - \$14,662.00

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

Facilities

Update on Roof Repairs

City Manager Moody stated the roof repair had been completed on both the City Hall building and Public Works Building, noting that the crew was in and out in one day.

Human Resources / Personnel

Presentation from Steve Thompson of Burris Thompson and Associates on the Recommendations from the Employee Compensation Study

City Manager Moody introduced Steve Thompson of Burris Thompson and Associates who provided the 5 year review of the employee compensation study. Thompson introduced Beth Thomsen who provided highlights and details of the study answering questions from the commissioners.

Update on Planning Director Recruitment

City Manager Moody stated she had been recruiting for a full-time Planning Director and there are three applicants that each have multiple years experience, noting she is impressed with all three and shared the interview process that would take place.

LEGISLATION

RESOLUTION 2023-05 Amending Ordinance 2022-03 to provide for the increase or decrease in the various expenditure and revenue appropriations

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

ORDINANCE 2023-3 on Second Reading, An Ordinance to Appropriate Funds for the Conduct of the Functions of the City of Belle Meade, Tennessee, Including Salaries of all Employees and Payments Related Thereto, Purchases of Supplies, Machinery and Equipment, Payment for Services Rendered Pursuant to Contracts, Utility Services, and all Operating Expenses for the Fiscal Year 2023-2024 and Providing for Reversion of all Undisbursed Funds Hereby Appropriated

Motion approve: Dale Second: Clayton Vote: All aye

PUBLIC HEARING - on ORDINANCE 2023-4 TO FIX THE TAX RATE FOR FISCAL YEAR 2023-2024

Mayor Moore opened the Public Hearing

No Public Comment

Mayor Moore closed the Public Hearing

ORDINANCE 2023-4 TO FIX THE TAX RATE FOR FISCAL YEAR 2023-2024, ON SECOND AND FINAL READING

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

ORDINANCE 2023-5 on Second and Final Reading Amending Sewer Charges for Fiscal Year 2024

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

ORDINANCE 2023-6 on First Reading for Clarification on the Quorum for the BZA

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

ORDINANCE 2023-7 on First Reading to Adopt Plumbing and Mechanical Code and the International Gas and Mechanical Code and Provide for Enforcement by the City of Belle Meade instead Metro Nashville Codes

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

ORDINANCE 2023-8 on First Reading Amend Building Code for Buildings Other than One and Two Family Dwellings and Provide for Enforcement by the City Building Official Independent of State Fire Marshall

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

ORDINANCE 2023-9 on First Reading Amend Stormwater Ordinance to Renumber Sections that have previously mis-numbered and Amend Provisions Concerning Billing, Delinquencies, and Collections

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

OTHER MATTERS

Belle Meade Historic Site - Settlement of Outstanding Building Permit Issues

Commissioner Marty Dickens left the meeting at 6:00 p.m., a quorum remained

City Attorney Doug Berry provided background information on the settlement of the outstanding building permit issues.

Comments, questions and answers ensued between the commissioners and Sheree Kelley, Belle Meade Historic Site CEO, Michael Hedges, CEO of Belle Meade Winery and Board President Damon Byrd.

Update on Master Plan Projects

City Manager Moody provided details on the results of the data analysis of

KCI regarding speeding on some of the streets in the City; noting that more traffic calming options.

Info about Early Voting

City Manager Moody stated Early Voting would be held at City Hall beginning July 14-29 and August 3 for the General Election. Moody reminded commissioners that all meetings normally held the third week of the month have been moved to the second week of July and the Commissioners would meet on July 12 at 4 p.m.

ADJOURN

The meeting adjourned at 6:22 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

City of Belle Meade - Public Works Department Activity Report

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/1/2023	Trimmed some limbs at BMB medians			Belle Meade Blvd		Nathan	Completed	6/1/2023
6/2/2023	Spoke with resident about asphalt repair		4320	Sunnybrook		Nathan	Completed	6/2/2023
6/2/2023	Fixed Valve box lid in ROW			Harding Pl.		Nathan	Completed	6/2/2023
6/2/2023	Notified homeowner of busted water meter		231	Deer Park Dr.		Nathan	Completed	6/2/2023
6/2/2023	Cleaned dumpster area			City Hall		Nathan	Completed	6/2/2023
6/2/2023	Removed limb from roadway and cut hanging limb			Island 38		Nathan	Completed	6/2/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/5/2023	Fixed a valve box lit			Malone		Nathan	Completed	6/5/2023
6/5/2023	Moved a political sign out of the right of way		800	Belle Meade Blvd		Nathan	Completed	6/5/2023
6/5/2023	Repaired a speed limit sign that was hit.			Glen Eden		Nathan & Dylan	Completed	6/5/2023
6/5/2023	Removed the flags from Belle Meade Blvd			Belle Meade Blvd.		Nathan & Dylan	Completed	6/5/2023
6/6/2023	Removed a sign that was taped to a sign post			Lynwood / Glen Eden		Nathan & Dylan	Completed	6/6/2023
6/7/2023	Trimmed trees on both sides of the islands for walkers.			Belle Meade Blvd		Nathan & Dylan	Completed	6/7/2023
6/7/2023	Repaired a speed limit sign that was pulled out of the ground.			Forsythe		Dylan	Completed	6/7/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/9/2023	Prepared double catch basin for contactor to install			Maintenance Garage		Nathan	Completed	6/9/2023
6/9/2023	Moved a sign from median			Belle Meade Blvd		Nathan	Completed	6/9/2023
6/13/2023	Ran a magnet over the parking lot to pick up nails after the roof got replaced on the shon.			City Hall		Larry, Nathan, & Dylan	Completed	6/13/2023
6/14/2023	Fixed light			Maintenance Garage		Dylan	Completed	6/14/2023
6/15/2023	Trimmed more trees for walkers on Belle Meade Blvd.			Belle Meade Blvd.		Nathan & Dylan	Completed	6/15/2023
6/15/2023	Helped hang two pictures in Chiefs office.			Police Department		Nathan & Dylan	Completed	6/15/2023
6/16/2023	Cut a broken limb out of a tree that was hit.			Belle Meade Blvd.		Nathan & Dylan	Completed	6/16/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/16/2023	Finished trimming for walkers on Belle Meade Blvd.			Belle Meade Blvd		Nathan & Dylan	Completed	6/16/2023
6/16/2023	Put a "Left lane for passing and turning" sign back up after being ran over.			Belle Meade Blvd		Dylan	Completed	6/16/2023
6/16/2023	Cleaned Nathan and Dylans office.			Maintenance Garage		Dylan	Completed	6/16/2023
6/19/2023	Trimmed around a street name sign for visibility.			Clarendon / Belle Meade Blvd.		Dylan	Completed	6/19/2023
6/19/2023	Trimmed around a street name sign for visibilty			Cornwall / Belle Meade Blvd.		Dylan	Completed	6/19/2023
6/19/2023	Trimmed around a speed limit sign.			Jackson Blvd.		Dylan	Completed	6/19/2023
6/19/2023	Pulled a limb down that was hanging in the road.		1213	Chickering Rd.		Nathan	Completed	6/19/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/19/2023	Picked up nails out of the parking lot.			City Hall		Nathan	Completed	6/19/2023
6/20/2023	Helped Parke Company cut tree out of the road		216	Lynwood Blvd		Nathan	Completed	6/20/2023
6/21/2023	Removed two pieces of plexiglass.			City Hall		Nathan & Dylan	Completed	6/21/2023
6/21/2023	Cut Low hanging limb		216	Lynwood Blvd		Nathan & Dylan	Completed	6/21/2023
6/22/2023	Patched a pothole		710	Lynwood Blvd		Nathan & Dylan	Completed	6/22/2023
6/22/2023	Helped Skycop locate the wires for the new cameras.			City Hall		Nathan & Dylan	Completed	6/22/2023
6/22/2023	Picked up dead deer in yard and put it at the road for Metro to pick up		433	Royal Oaks Dr.		Nathan & Dylan	Completed	6/22/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/22/2023	Patched a pothole			Belle Meade Blvd.		Nathan & Dylan	Completed	6/22/2023
6/23/2023	trimmed low hanging limbs blocking a stop sign.			Leake / Westover		Dylan	Completed	6/23/2023
6/26/2023	Picked up a box in the street.			Belle Meade Blvd.		Dylan	Completed	6/26/2023
6/26/2023	Put all of the "Left lane for passing or turning only" signs out.			Belle Meade Blvd.		Dylan	Completed	6/26/2023
6/27/2023	Pulled a yard sign that was nailed to a pole.			Lynwood Blvd / Westview		Dylan	Completed	6/27/2023
6/27/2023	Straitened a street sign.			Deer Park Dr		Dylan	Completed	6/27/2023
6/27/2023	Talked to NES about getting someone out here to figure out why some lights wont turn off.			Belle Meade Blvd.		Larry	Completed	6/27/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/27/2023	Pulled a yard sign that was nailed to a pole.			Harding Rd / Davidson		Dylan	Completed	6/27/2023
6/27/2023	Trimmed a tree sicking out in the road		925	Chancery		Nathan	Completed	6/27/2023
6/28/2023	Cleaned up the shop.			City Hall		Nathan & Dylan	Completed	6/28/2023
6/28/2023	Pulled a yard sign that was nailed to a pole.			Lynwood / Harding Rd		Dylan	Completed	6/28/2023
6/29/2023	Cut five dead trees down in the islands.			Belle Meade Blvd		Nathan & Dylan	Completed	6/29/2023
6/29/2023	Replaced a light bulb above the shop door.			City Hall		Dylan	Completed	6/29/2023
6/29/2023	Cleaned the shop floor.			City Hall		Nathan & Dylan	Completed	6/29/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
6/30/2023	Blew off the parking lot from the storm.			City Hall		Dylan	Completed	6/30/2023
6/30/2023	Cut a large tree limb that fell in island #2.			Belle Meade Blvd.		Nathan & Dylan	Completed	6/30/2023
6/30/2023	Took inventory of everything in the shop.			City Hall		Nathan & Dylan	Completed	6/30/2023
6/30/2023	Helped Nes with a tree limb that fell on a power line.			Clarendon / Sutherland		Nathan & Dylan	Completed	6/30/2023
6/30/2023	Helped Clean Earth cut a tree out of the road.		6	Lynwood Lane		Dylan	Completed	6/30/2023

**THIS PAGE LEFT
INTENTIONALLY
BLANK**



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Larry Smith, Director of Public Works
Date: July 12, 2023
Re: Culvert Replacement at Sutherland Avenue and Belle Meade Boulevard
(CEC Project #320-084; ARPA Grant Funded - Stormwater Project)

BACKGROUND

The City solicited competitive, sealed bids and received 3 proposals, which were opened on June 22, 2023. The bid summary is below and attached:

Contractor:	Base Bid:
Walker Building Group	\$ 74,484.25
Smith Landscaping and Excavating	\$ 134,500.00
Gibbs Brothers Construction	\$ 40,200.00

The project design engineers with Civil and Environmental Consultants, Inc. (CEC) have provided a bid recommendation letter, upon their review of all submittals, see attached. CEC recommends Gibbs Brothers Construction as the apparent low bidder and notes that this Contractor is the current street maintenance contractor and has a history of satisfactory work with the City.

RECOMMENDATION

The Board is recommended to approve a Contract with Gibbs Brothers Construction in the amount of \$40,200 for replacement of a culvert at the intersection of Sutherland Avenue and Belle Meade Boulevard.

FISCAL IMPACT

Replacement of the underground culvert at the intersection of Sutherland Ave and Belle Meade Blvd is scheduled as part of the Stormwater Improvement Projects being completed under the Federal ARPA grant; upon your approval, funds will allocated in the FY 2024 General Fund – Capital

Expenditures account 110-43150-930 Stormwater Improvements other than Building through a budget amendment to recognize both the grant revenue as income and anticipated grant expenditures as a capital expense.

ATTACHMENTS

Bid Summary and Sign In Sheet
Bid Recommendation Letter
Contract

CITY OF BELLE MEADE STORMWATER INFRASTRUCTURE IMPROVEMENTS - SUTHERLAND AVENUE BID DATE: 6/22/2023 BID TIME: 2:00 P.M. , C.D.T.	
CONTRACTOR	BASE BID
WALKER BUILDING GROUP	\$ 74,484.25
SMITH LANDSCAPING & EXCAVATING	\$ 134,500.00
GIBBS BROTHERS CONSTRUCTION	\$ 40,200.00

SUTHERLAND AVENUE STORMWATER PROJECT 2023

<u>Name</u>	<u>Company</u>	<u>Phone #</u>	<u>Email</u>
JAKE WARD	CEC	931-252-4279	JWARD@CEC/NC.COM
Harry J. Smith	City of Belle Meade	615-297-6041	hsmith@cityofbellemeade.org
Jennifer Moody	City of Belle Meade	615-297-6041	jmoody@cityofbellemeade.org



Civil & Environmental Consultants, Inc.

June 30, 2023

Larry Smith, Director of Public Works
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

Dear Mr. Smith:

Subject: Bid Recommendation Letter
City of Belle Meade Stormwater Infrastructure Improvements
Sutherland Avenue
City of Belle Meade, Davidson County, TN
CEC Project 320-084

CEC recommends that the apparent low bidder, Gibbs Brothers Construction, be awarded the construction contract for the subject project. Their bid was \$40,200. This decision is based upon the following:

- Gibbs Brothers Construction currently holds the street maintenance contract for the City of Belle Meade.
- Gibbs Brothers Construction has been performing work under the street maintenance contract for several years, and their work has been satisfactory.

You may contact us at 615-333-7797 should you have any questions about this recommendation.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, reading "Christine Guy-Baker".

Christine Guy-Baker, P.E., CFM
Project Manager

A handwritten signature in blue ink, reading "Steven E. Casey".

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

cc: Jennifer Moody, City Manager

SECTION 00500

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year TWO THOUSAND and TWENTY-THREE (2023) by and between

hereinafter called the Contractor, and City of Belle Meade, 4705 Harding Road, Nashville, TN 37205, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. Scope of the Work – The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled:

City of Belle Meade Stormwater Infrastructure Improvements - Sutherland Avenue

Prepared by Civil & Environmental Consultants, Inc., 117 Seaboard Lane, Suite E-100, Franklin, Tennessee 37067

acting as and in these Contract Documents entitled the Engineer and shall do everything required by this Agreement, the General Conditions of the Contractor, the Specifications and the Drawings.

ARTICLE 2. Time of Completion – The work to be performed under this Contract shall be commenced _____

and shall be completed _____

Liquidated damages will be assessed at a rate of Two Hundred (\$300.00) dollars per working day for each day the Contractor exceeds the completion date. The Contractor will be allowed one (1) additional day for each day of inclement weather.

ARTICLE 3. The Contract Sum – The Owner shall pay the Contractor for the performance of the Contract, subject to Additions and Deductions provided therein, in current funds as follows:

Where the quantities contemplated are so changed that application of the agreed Lump Sum Amount to the quantity of work performed is shown to create a hardship to the Owner or to the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. Progress Payments – The Contractor shall prepare a pay application for City of Belle Meade Stormwater Infrastructure Improvements – Sutherland Avenue Project. The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the first day of each month ninety-five (95%) percent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the last day of that month, as estimated by the Engineer, less the aggregate of previous payments.

Liquidated damages will be assessed at a rate of Two Hundred (\$200.00) dollars per working day for each day the Contractor exceeds the completion date. The Contractor will be allowed one (1) additional day for each day of inclement weather.

ARTICLE 5. Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor at the office of the Owner within thirty (30) days after the date of said final certificate.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing after final payment or from requirements of the Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. The Contract Documents – The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings.

City of Belle Meade Stormwater Infrastructure Improvements – Sutherland Avenue (12 Sheets)

SECTION 00510

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: **City of Belle Meade Stormwater Infrastructure Improvements – Sutherland Avenue**

1. The Owner has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated _____, 20 __, and Information for Bidders.
2. You are hereby notified that your BID has been accepted for items in the amount of \$_____.
4. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within three (3) calendar days from the date of this Notice to you.
5. If you fail to execute said Agreement and to furnish said bonds within three (3) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.
6. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

City of Belle Meade
Owner

By _____

Title _____

**THIS PAGE LEFT
INTENTIONALLY
BLANK**

Belle Meade Police Department
Monthly Statistics

June 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	12	6	6	3	9	1	1			10	6	67	32	632
Cloxtan	9	24	11		7							31	64	510
Corter	13	8	9	2								92	104	819
Doty	25	14	35	24	2	6			10			74	120	730
Dunn		1	2	1										59
Germany	23	44	65	27	40	1		1		2		52	96	399
Linane	25	21	29	4		1	1					81	104	848
Parrish	12	5	6	2								51	64	487
Read	17	103	58	13	68	9			1	1		96	74	822
Roark	24	62	80	59	60	2				10		52	28	1,159
Samol	29	20	13	2		2			1			85	108	791
Scarbrough	29	14	17	4	27	1				3		134	24	560
Wright	11	14	13	5	16							36	56	454
Yokley		1	3	2										58
Totals:	229	337	347	148	229	23	2	1	12	26	6	851	874	8,328

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

Call Type	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Alarms	40	25	34	43	34	39	46
Arrests	14	12	19	7	8	9	12
Burglary	0	0	0	0	0	0	1
Citations Issued	295	453	334	388	304	301	337
Community Contacts	159	76	162	229	240	221	229
Fingerprint Customers	18	21	32	17	27	21	26
House Checks	729	716	626	986	560	799	851
LPR Camera Hits	20	8	13	5	5	8	7
Non-Residential Checks	900	984	855	922	799	959	874
Reports Taken	24	20	34	18	29	27	23
Theft of Property	0	1	4	0	0	3	2
Traffic Crashes	5	5	9	7	12	7	3
Total Patrol Miles	9,464	9,102	9,357	10,114	8,472	9,264	8,328
P.D. Monthly Revenue	\$22,464.27	\$27,337.31	\$28,793.80	\$27,786.84	\$26,892.45	\$19,550.87	\$20,935.65

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump					
	Police	Streets	Sewer	Codes	Admin
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
Apr-23	1500.809	158.512	126.600	0.000	87.459
May-23	1689.391	221.689	159.741	0.000	78.753
Jun-23	1518.494	211.238	173.446	0.000	76.488

Fuel Cost Per Month For Each Department					
	Police	Streets	Sewer	Codes	Admin
Jun-23	\$7,153.95	\$721.18	\$845.93	\$82.24	\$0.00
Jul-23	\$6,591.10	\$803.81	\$755.18	\$0.00	\$68.13
Aug-23	\$6,453.35	\$562.48	\$552.21	\$114.77	\$85.17
Sep-23	\$5,033.81	\$600.83	\$534.55	\$0.00	\$0.00
Oct-23	\$5,209.15	\$456.07	\$587.56	\$53.55	\$36.21
Nov-23	\$5,319.13	\$402.71	\$607.66	\$59.41	\$0.00
Dec-23	\$4,057.95	\$336.24	\$251.17	\$48.87	\$31.84
Jan-23	\$4,846.70	\$488.75	\$530.73	\$48.68	\$0.00
Feb-23	\$4,697.69	\$589.98	\$461.76	\$0.00	\$0.00
Mar-23	\$5,214.63	\$683.43	\$530.82	\$0.00	\$248.10
Apr-23	\$4,984.07	\$515.05	\$404.59	\$0.00	\$273.11
May-23	\$5,414.00	\$718.83	\$477.84	\$0.00	\$236.38
Jun-23	\$4,787.50	\$648.62	\$503.78	\$0.00	\$226.24

LPR REPORT – JUNE 2023

Stolen Vehicle - 5

- 2 - Officers checked the area but were unable to locate the stolen vehicle.
- 2 - Officers located and attempted to stop the stolen vehicle but the driver refused to stop. Officers did not pursue due to department policy and public safety.
- 1 - Officers located and stopped the vehicle. When the officers were making their approach, the suspect placed the vehicle back in drive and fled the area. Officers notified Metro and did not pursue.

Stolen Tag - 2

- 1 - Officers located and attempted to stop the vehicle but the driver refused to stop. Officers did not pursue due to department policy and public safety.
- 1 - Officers checked the area but were unable to locate the vehicle.



Police Department Monthly Report July 2023

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: June 9, 2023 to July 9-2023

NEW CASES ASSIGNED

23-0159 Identity Theft / Theft of Property Mail was taken from the mailbox of a Belle Meade resident. No further information at this time. Investigation is ongoing.

23-0165 Identity Theft/ Forgery / Theft of Property Mail was taken from Mailbox of a Belle Meade residence. Checks were forged and a cashed. Investigation ongoing.

23-0166 Theft of Property / Identity Theft / Forgery Mail stolen from mailbox. Suspects identified and investigation is ongoing.

23-0167 Theft of Property / Identity Theft / Forgery Mail stolen from mailbox. As to date, no further activity concerning the items taken has been noticed by the Victim. Suspects identified and investigation is ongoing.

23-0168 Theft of Property Resident had her mail stolen. Property was recovered during an search of a vehicle near the Davidson County Courthouse. Suspects identified and investigation is continuing.

It should be noted that some of the above cases are linked to last months report. Stealing mail has hit an all-time high in the past several months. We are working with multiple jurisdictions in Tennessee and Kentucky that have multiple victims. The number of victims is enormous and the financial loss can not be determined at this time.

ASSISTING OTHER AGENCIES

Metro Nashville Police - Discovered burn car in the middle of a roadway. Released the scene to the Nashville Metro Fire Department.

Assisted in the attempt to identify car theft suspects. Stolen car was found in west Nashville and abandoned.

Assisted insurance companies with video requests concerning crashes occurring inside Belle Meade.

Assisting Residents.

Assisted Senior Citizen with banking problems. Problem was resolved.

Assisted Resident in locating an endangered family member. Family member was found and recovered by their family.

Assisted Resident encountering problems generated by social media exposure

Assisted Resident concerning social media postings.

Assisted Resident with stolen mail recovered. No loss and no report



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: July 12, 2023
Re: Recruiting and Retention Grant

BACKGROUND

The Belle Meade Police Department was awarded a \$200,000 contract from the State of Tennessee for recruiting and retention. This grant was sent out to all agencies that expressed interest. This grant provides financial bonuses for officers hired after May 1, 2023. Eligible recruits must remain working in the agency to receive bonuses in increments through their first 36-months of employment. Access to these funds will support the Belle Meade Police Department's ability to competitively recruit new officers over the next five years.

RECOMENDATION

The Board of Commissioners is recommended to approve and authorize the Mayor to sign the attached contract with the State of Tennessee.

FISCAL IMPACT

This will be a reimbursement grant covering 100% of expenditures with no local matching funds required.

ATTACHMENT

Grant Contract

01-19-23 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date		End Date		Agency Tracking #	Edison ID
June 30, 2023		March 7, 2028		33501-2325395	Non-Edison Contract 77833-12
Grantee Legal Entity Name					Edison Vendor ID
City of Belle Meade					0000004055
Subrecipient or Recipient		Assistance Listing Number			
☐ Subrecipient ☒ Recipient					
		Grantee's fiscal year end			
Service Caption (one line only)					
Grant funds for Tennessee Law Enforcement Hiring, Training, and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
☒ Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

1

01-19-23 GG

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF BELLE MEADE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Belle Meade, hereinafter referred to as the "Grantee," is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004055

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
 - a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years; or
 - ii. a law enforcement officer who has not been POST certified in Tennessee in the previous seven (7) years and who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer

01-19-23 GG

time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on June 30, 2023 ("Effective Date") and ending on March 7, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two hundred thousand dollars (\$200,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000

3

01-19-23 GG

Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000
---	--	----------------	----------------	----------------	----------------

- C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William "Chip" Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
William.kain@tn.gov

- a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Grantee Name.
 - (2) Name and Signature of the Grantee's Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
- (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
- (1) Grantee's Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

01-19-23 GG

- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

01-19-23 GG

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall be responsible for maintaining and submitting the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

01-19-23 GG

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

William "Chip" Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
William.kain@tn.gov
 Telephone # (615) 741-2980

The Grantee:

Charles Williams, Chief
 City of Belle Meade/Belle Meade Police Department
 4705 Harding Road
 Nashville, TN 37205
cwilliams@citybellemeade.org
 Telephone # (615) 297-0241

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

01-19-23 GG

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

01-19-23 GG

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

01-19-23 GG

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C Notice of Audit.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this

10

01-19-23 GG

Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

11

01-19-23 GG

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

12

01-19-23 GG

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,
CITY OF BELLE MEADE:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

01-19-23 GG

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: June 30, 2023 END: March 7, 2028				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	0.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	0.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

01-19-23 GG

ATTACHMENT B

**Tennessee Law Enforcement Hiring, Training, and Recruitment Program
Cost Sharing- Recruitment Grant Invoice**



Complete for each officer who met the designated benchmarks and anniversary dates.
Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6, 12, 24 or 36)

Name of Law Enforcement Agency: _____
 Print Name of Chief: _____ Date: _____
 Signature of Chief: _____

For Internal Use Only:

or Internal Use Only:

Grantee Edison ID:						Contract No.:						Invoice No.:									
Recruitment/Retention Category						Payment Upon Completion of Longevity Period/Anniversary Below						Date sent to Fiscal:									
						6 Months		12 Months		24 Months		36 Months		Total Bonus							
Category 1 Officers – Experienced						_____		_____		_____		_____				Grantee Mailing Address:					
						\$1,000		\$3,000		\$3,000		\$3,000									
Category 2 Officers – No Previous Certified Experience								_____		_____		_____				Total Amount to be Paid:					
								\$3,000		\$2,500		\$2,500									

01-19-23 GG

ATTACHMENT C**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ City of Belle Meade is subject to an audit for fiscal year #.
- ☐ City of Belle Meade is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000004055

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

**THIS PAGE LEFT
INTENTIONALLY
BLANK**



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Mayor and Board of Commissioners
cc: Jennifer Moody, City Manager
From: Chief Chuck Williams
Date: July 12, 2023
Re: StarChase Equipment for Patrol Vehicles

BACKGROUND

The Belle Meade Police Department Officers received a VCIF grant from the Office of Criminal Justice for \$73,516. With this funding, the Belle Meade Police Department plans to purchase eight (8) StarChase units for patrol cars and one (1) handheld launcher. Installation and training of all Belle Meade officers and dispatchers is included in the quote. This equipment will be used to GPS track any fleeing felon that is trying to avoid capture. StarChase is a Sole Source manufacturer, therefore there are no other quotes available.

RECOMENDATION

The Board of Commissioners is recommended to approve a sole-source purchase from StarChase, provider of the tracking equipment, in the total amount of \$73,516.00.

FISCAL IMPACT

This item was budgeted in the FY 2024 General Fund - Capital Expenses - Public Safety - Transportation Equipment account 110-42100-944.

ATTACHMENT

Quote from StarChase
Sole Source Letter



Quote# 750

Valid Until: Mar 31, 2023

Date: Jan 27, 2023 01:11 PM

Sales Representative: Dan Hoffman

Phone: 931-266-0718

Email: dhoffman@starchase.com

Bill/Ship To:

Chuck Williams
 TN- Belle Meade Police Department
 4705 Harding Pike
 Nashville, Tennessee 37205

Product Code	Product Name	Quantity	Unit Price	Total
22B-SC-VML-BL	GUARDIAN - VX VML (1) Vehicle Mounted Launcher System - Black, (1) Interior Console, (1) Remote Key Fob and 24 Month Manufacturer Warranty.	8	\$ 5,990.00	\$ 47,920.00
22B-SC-TSP-T1	GUARDIAN - VX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Applies to Annual Subscription Renewal.	8	\$ 1,500.00	\$ 12,000.00
22-SC-INSTALL	GUARDIAN - VX Vehicle Installation Per Unit (INCONUS)	8	\$ 702.00	\$ 5,616.00
22-SC-TRAIN	GUARDIAN - VX On-Site Dispatch and Operator Train the Trainer Module, (1) Shot Box 12 included (INCONUS)	1	\$ 3,500.00	\$ 3,500.00
22B-SC-HH-TTL	GUARDIAN - HX Handheld Launcher System. 12 Month Manufacturer Warranty. Includes: Pelican 1720 Rifle Case w/custom insert, (2) Battery Mags & Charger, Green Dot Laser Light, Single-point sling, (4) Training Rounds, & (2) Live GPS Rounds.	1	\$ 3,800.00	\$ 3,800.00
22B-SC-HH-TSP	GUARDIAN - HX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access.	1	\$ 480.00	\$ 480.00
SHP	Shipping	1		\$ 200.00

Customer Name: _____

Grand Total: \$ 73,516.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes

Terms & Conditions

Standard Terms and Conditions

Article 1

PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

1.1.2 Services. Prices for additional engineering/installation services other than those needed to install or operate Pursuit Management Equipment and/or other

equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.

1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.

1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:

- (1) the SKU number and Product name;
- (2) the quantity ordered;
- (3) the total purchase price;
- (4) shipping instructions;
- (5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
- (6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

2.1 Packing. Unless otherwise agreed in writing by the Parties, all Products shall be prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3

ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

- (1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
- (2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
 - (2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.
- Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

- (1) the description and quantity of Products ordered;
- (2) the quantity of Products shipped;
- (3) the Delivery Destination and day/date confirming product delivery;
- (4) the Purchase Order number;
- (5) the Purchase Price for each Product;
- (6) the total Purchase Price for the Purchase Order; and
- (7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing.

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

- (1) to sell the StarChase Hardware and Third Party Hardware; and
- (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware to Customer;

(b) unless otherwise agreed to in an Order, all StarChase Hardware and Third Party Hardware will be:

- (1) of genuine and authentic manufacture; and
- (2) new and unused (but may contain some remanufactured components that will operate as new);

(c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;

(d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and

(e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period. The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable. However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems, are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com. Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

6.8 Disclaimer. STARCHASE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of

the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments, settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation, at the other party expense, in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

- (1) shall not be a current or former employee of the parties;
- (2) shall have sufficient expertise in the subject matter of the dispute; and
- (3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction as set forth in Section 6.5 of the Master Agreement. Any arbitration of a dispute shall be held in Virginia Beach, Virginia.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.



January 24, 2023

To Whom It May Concern:

StarChase is the exclusive and sole manufacturer of the StarChase Vehicle Mounted and Handheld tagging and tracking technology. StarChase's technology is a patented product. Unique characteristics make it a stand-alone product in: Electronic/Surveillance (ex: AVL, Automatic Vehicle Location), Law Enforcement Vehicle/Traffic Accessories, and Pursuit Management / Emergency Products Categories.

Our patented products are solely available through StarChase.

- StarChase is the only law enforcement tool (vehicle mounted/installed and hand-held device) that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation.
- StarChase's real-time tracking technology, provides field visibility to dispatchers and assists officers in coordinating apprehension and/or perform suspect surveillance.
- StarChase provides a secure 'tamper proof' historical data tracking record for later analysis and court admissibility.
- StarChase can be integrated with existing mission critical agency applications (i.e., dispatch CAD environment).
- StarChase's CoreView mapping data can be downloaded to agency servers for indefinite historical record keeping.

Respectfully Submitted,

Trevor Fischbach

Trevor A. Fischbach, President
StarChase, LLC.

Corporate: StarChase, LLC. Po Box 10057, Virginia Beach VA 23450
Office: 757-447-3625 | email: sales@starchase.com | www.starchase.com



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: July 12, 2023
Re: New Pistols and Holsters

BACKGROUND

The Belle Meade Police Department Officers currently carry .45 caliber handguns. These guns have become dated and very few agencies now carry the larger caliber weapon. The 9mm handgun is more practical. It holds more ammunition, and the slimmer frame allows officers to have better control of the weapon.

RECOMENDATION

The Board of Commissioners is recommended to approve a purchase totaling \$3,596.30, for new duty weapons and holsters, from Craig's Firearms utilizing state contract pricing (SWC#357).

FISCAL IMPACT

In the FY 2024 General Fund Budget – Public Safety – Operating Supplies account 110-42100-320, \$3,910 is budgeted and available to support this expense. The cost of the new handguns after trade in of the .45 Glocks is \$1,491.80 and new holsters is \$2,104.50. The total project cost expense is estimated at \$3,596.30, under the budgeted amount available.

ATTACHMENT

Quotes from Craig's Firearms.

8761 Chapman Highway, Knoxville, TN 37920
 Phone 865-573-4567 ~ Fax 865-573-0820

SWC#357

TO: LT. MANGRUM PHONE: _____
 AGENCY: BELLE MEADE PD EMAIL: _____
 DATE: 06/27/23 Quote will be honored for 30 days.

A copy of this quote must accompany your purchase order. EACH MANUFACTURER MUST HAVE A SEPARATE PURCHASE ORDER.				
ALL REMINGTON PRODUCTS REQUIRE A SEPARATE PURCHASE ORDER FOR EACH LINE ITEM.				
AGENCIES ARE RESPONSIBLE FOR ALL TAXES		AGENCY ORI NUMBER MUST BE ON ALL PURCHASE ORDERS		
PART #	ITEM DESCRIPTION	PRICE	QTY.	EXT.
	GLOCK 45, AMERIGLO BOLD, 5.5LBS TRIGGER, 3 MAGAZINES, BACKSTRAP KIT	\$428.50	15	\$6,427.50
				\$0.00
	GLOCK 43X, AMERIGLO BOLD, 5.5LBS TRIGGER, 3 MAGAZINES	\$393.10	3	\$1,179.30
				\$0.00
				\$0.00
	TRADING			\$0.00
	GLOCK 21	\$305.00	-19	-\$5,795.00
	GLOCK 30	\$320.00	-1	-\$320.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				<u><u>\$1,491.80</u></u>

AGENCY ACKNOWLEDGEMENT OF TERMS:

I accept this quote as written.

Agency representative's Signature: _____

Agency representative's printed name:
 Please do not pay from this quote. Invoice will follow.

Please call with any questions about this quote.

Thank you,

HANK AHLFELD
 Law Enforcement Sales

* Govt. agency prices do not include sales tax or FET where applicable

* Prices are due and payable NET 30 days for each invoice

* Trade-In pistols must be in good, serviceable working order

* Deductions made if trade-ins are damaged or not as specified

* Trade-In or exchange pistols must be complete with 3 magazines, working sights, and in original box, unless otherwise noted.

* Trade-In or exchange pistols must be turned in within 30 days after receipt of new Glock pistols.

**THIS PAGE LEFT
INTENTIONALLY
BLANK**

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for Inst
6/5/2023	420	Ellendale Ave	Dylan Hood	Backing Up	Breaker was tripped inside house	☒ Reset breaker inside house			
6/6/2023	4428	E. Brookfield	Dylan Hood	Red Light	Bad start cap	☒ Replaced start cap			
6/7/2023	308	Sutherland Av	Dylan Hood	Red Light	T/R 240 13.2	☒			
6/8/2023	6	Lynwood Ln	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump 10765710		WGL20-21	Replacement
6/9/2023	4412	Shepard Pl	Nathan Mcvay	Red Light *	Bad Extreme Pump	☒ 1 pump		WH720955	Replacement
6/9/2023	4406	Iroquois Ave	Nathan Mcvay	Red Light	Bad Start Relay	☒ Relay			
6/9/2023	1022	Chancery Ln	Nathan Mcvay	Red light	T/R number 2 pump	☒ Broke wire			
6/9/2023	4410	Harding Pl	Nathan Mcvay	Red Light	T/R 240 10.2	☒			
6/9/2023	908	Westview Ave	Nathan Mcvay	Red Light	T/R 244 12.4	☒			

Wednesday, July 5, 2023

Page 1 of 3

Date	St #	Address	Service Tech	Problem	Remarks	FMI	Parts Replac	Serial #	Reason for Inst
6/11/2023	919	Westview Ave	Dylan Hood	Odor	Pumps working 6.0 5.9	☑			
6/11/2023	414	W Brookfield A	Dylan Hood	Red Light	T/R 240 9.9	☑			
6/12/2023	202	Dear Park Dr	Dylan Hood	Red Light	Bad Pump	☑	Replaced Pump	WH746383	Replacement
6/13/2023	413	Ellendale Ave	Dylan Hood	Red Light	Bad Pump	☑	Replaced Pump	WH123456	Replacement
6/20/2023	4406	Iroquois Ave	Dylan Hood	Red Light	Bad Pump	☑	Replaced Pump	WGL20-21	Replacement
6/24/2023	420	Jackson Blvd	Dylan Hood	Red Light *	Bad Pump	☑	Replaced Pump	WH836208	Replacement
6/26/2023	3	Carriage Hill	Dylan Hood	Backing Up	Bad 1 amp fuse and start relay	☑	Replaced 1 amp fuse and start relay		
6/26/2023	200	Jackson Blvd	Nathan McVay	Red Light *	Bad Pump	☑	Replaced Pump	WH123456	Replacement
6/27/2023	108	Clarendon Ave	Dylan Hood	Red Light	Bad Pump	☑	Replaced Pump	WGL20-21	Replacement
6/27/2023	412	Westview Ave	Dylan Hood	Issues	Pump working fine	☑			
Wednesday, July 5, 2023									
Page 2 of 3									

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for Inst
6/29/2023	4500	Malone Ave	Dylan Hood	Red Light	Bad off float	☒ Replaced off float			
6/30/2023	422	Ellendale Ave	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WH490984	Replacement
6/30/2023	4309	Signal Hill Dr	Dylan Hood	Red Light	T/R 240 14.0	☒			
Wednesday, July 5, 2023									
						Page 3 of 3			

City of Belle Meade
June TN One Calls

ticketId	workStreet	workdonefor
8643036	HARDING PL	SUPERIOR TRAFFIC CONTROL
8643042	HARDING PL	SUPERIOR TRAFFIC CONTROL
8643047	HARDING PL	SUPERIOR TRAFFIC CONTROL
8643050	HARDING PL	SUPERIOR TRAFFIC CONTROL
8643056	BELLE MEADE BLVD	SUPERIOR TRAFFIC CONTROL
8643066	LEAKE AVE	SUPERIOR TRAFFIC CONTROL
8643693	HARDING PL	PIEDMONT
8643908	W TYNE DR	JONES BROS
8643923	CANTERBURY DR	JONES BROS
8643939	W BROOKFIELD AVE	JONES BROS
8643941	W BROOKFIELD AVE	JONES BROS
8647345	LEAKE AVE	CITY OF BELLE MEADE
8647377	SCOTLAND PL	CULLEN AND KERRY ROBERTS
8650647	BELLE MEADE RD	SUPERIOR TRAFFIC CONTROL
8650648	LEAKE AVE	SUPERIOR TRAFFIC CONTROL
8651187	CHICKERING RD	TURNER RESIDENCE
8652079	HARDING PL	PIEDMONT
8652503	JACKSON BLVD	COMCAST
8652772	LYNNWOOD TER	WILSON SISK
8652818	MILLRACE LN	PIEDMONT
8657695	CHICKERING RD	SABIA CONSTRUCTION
8658272	HARDING PL	PIEDMONT NATURAL GAS
8660021	FORSYTHE PL	METRO WATER AND SEWER
8660364	LYNNWOOD BLVD	NORMA WARREN
8664195	CANTERBURY DR	CASTLE HOMES
8664213	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
8665101	CHICKERING RD	JUSTIN PRINCE
8665882	LYNNWOOD BLVD	WILLIAM GRIFFIN
8666382	WEBSTER LN	HOMEOWNER
8668351	BELLE MEADE BLVD	PHIPPS CONSTRUCTION (JASON)
8669935	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
8671203	LYNNWOOD BLVD	TRACE CONSTRUCTION
8672841	SCOTLAND PL	BRENTWOOD BUILDERS
8674269	ROYAL OAKS DR	PIEDMONT NATURAL GAS
8677235	FORSYTHE PL	TROY BLACK
8677447	CHICKERING RD	SHIROCK
8678432	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8679011	PADDOCK LN	AT&T
8679885	W TYNE DR	FRIST
8680448	WALNUT DR	DAVID BUTREY
8681432	LYNNWOOD BLVD	PIEDMONT
8681463	BELLE MEADE BLVD	PIEDMONT
8682018	WESTOVER DR	METRO PUBLIC WORKS SIGN SHOP
8682343	HARDING PL	PIEDMONT
8682494	DEER PARK CIR	PIEDMONT
8683289	BELLE MEADE BLVD	PHEPS CONSTRUCTION

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

8684631	PADDOCK LN	NEELY COBLE
8685950	HARDING PL	NDOT
8690676	LEAKE AVE	CITY OF BELLE MEADE
8691159	LYNNWOOD BLVD	LOUIS CLOSE
8691530	SCOTLAND PL	BRENTWOOD BUILDERS
8694480	HARDING PL	RICHLAND
8695166	HARDING PL	EL JACK CUSTOM HOMES LLC
8699589	CHICKERING RD	SABIA CONSTRUCTION
8700382	SCOTLAND PL	PIEDMONT
8700470	BELLE MEADE BLVD	ROB FALK
8701040	MILLRACE LN	PIEDMONT
8703111	SCOTLAND PL	RICHARD FRANCIS
8703530	SCOTLAND PL	CULLEN AND KERRY ROBERTS
8703534	LYNNWOOD TER	WILSON SISK
8703641	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
8703664	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
8705258	WEBSTER LN	HOMEOWNER
8705294	ROYAL OAKS DR	CRESTLINE BUILDERS
8705514	CANTERBURY DR	CASTLE HOMES
8705530	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
8707575	HARDING PL	PIEDMONT
8707957	BELLE MEADE BLVD	HAMMOND AND BRANDT
8708084	HONEYWOOD DR	METRO WATER AND SEWER
8708370	BELLE MEADE BLVD	SMITH LANDSCAPING
8708686	ROYAL OAKS DR	PIEDMONT NATURAL GAS
8708917	LYNNWOOD TER	ANDREA SALMAN
8710131	FORSYTHE PL	APPLE
8710874	BELLEVUE DR S	FRANK STAUSSER
8711044	LYNNWOOD LN	COMCAST
8711281	ENQUIRER AVE	COMCAST
8711512	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
8711973	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8712492	LYNNWOOD BLVD	METRO WATER AND SEWER
8714313	PARK HILL	HOME OWNER
8717982	HARDING PL	NDOT
8721342	LYNNWOOD BLVD	HITT RESIDENCE
8721429	CHICKERING LN	HOMEOWNER
8722357	CHICKERING RD	NES
8722601	LYNNWOOD BLVD	TRACE CONSTRUCTION
8723107	LYNNWOOD BLVD	PIEDMONT
8723126	BELLE MEADE BLVD	PIEDMONT
8723263	HARDING PL	PIEDMONT
8723278	LEAKE AVE	CITY OF BELLE MEADE
8723359	LYNNWOOD BLVD	TRACE CONSTRUCTION
8726217	IROQUOIS AVE	CITY OF BELLE MEADE
8726332	CLARENDON AVE	BURK AND CAROLINE LINDSEY
8726494	DEER PARK CIR	RAMSEY DAUGHTERY

City of Belle Meade
June TN One Calls

8727384
8730156
8731378
8734843

IROQUOIS AVE
CHICKERING RD
PADDOCK LN
NICHOL LN

CITY OF BELLE MEADE
SABIA CONSTRUCTION
BUCK FORCUM
PIEDMONT

May 2023 - Monthly Report

May 31, 2023

All,

I am pleased to present the detailed activities of the building, code enforcement, and planning departments.

Building Department Activities:

1. Building permits Issued = 9
2. Building inspection report (attached)
 - a. Total inspections = 29
 - b. Inspections passed = 21
 - c. Inspections failed = 6
 - d. Pending = 2
3. Code Enforcement
 - a. 2 cases (attached)

Planning and Zoning Activities

1. BZA – 2 cases (2 application rescinded)
2. Planning Commission – 1 case (1 application approved)
3. Historic Zoning Commission – 2 cases (1 application approved with conditions, 1 application deferred)

Stormwater

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

Boards and Committees:

1. At the request of the BZA, I have created a DRAFT Board of Zoning Appeals application checklist for in-ground swimming pool appeals. (attached)

Service Agreement

Attached to my report you will find a revised service agreement extending my company's services past the current expiration date of June 30, 2023. The proposed terms are now month-to-month with a 60 day termination clause which applies to building inspection services only.

I will continue to provide planning services until such time that a new planner is hired, and City Manager Moody has determined that in-house assistance is no longer needed.

It is my hope to continue providing building inspection services for the foreseeable future. If at any time the city wishes to include mechanical and plumbing inspections as part of my duties, there will be no added cost to perform those inspections.

Changes to the service agreement is as follows:

- 5. *Term is for 1 year, but planning services are now month-to-month*
- 18. *Termination for service agreement is 60 calendar days*

Fee Schedule

- *Line item is added for commercial inspections*
- *Code enforcement case processing is now \$100.00*

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



Andrew Pieri
Building Consultant

Board of Zoning Appeals Conditional Use Application – Pools

Swimming pools are permitted in the City of Belle Meade but require approval by the Board of Zoning Appeals subject to the Belle Meade Zoning Ordinance as follows:

Section 14-202 Conditional Uses

(c) Conditional uses. When permitted by the board of zoning appeals, and subject to:

(i) such conditions and safeguards (specifically including, but not limited to, provisions for vegetative screening and/or lighting) as the board may require to protect the character of the community,

(ii) a finding by the board that the same will not interfere substantially with the use and enjoyment of adjacent property by its owners and occupants, and

(iii) the approval by the board of the size, dimensions, and location of the same, the following may be constructed or erected within the building envelope:

- (A) Greenhouses,
- (B) Potting sheds,
- (C) Cabanas,

(D) Swimming pools, together with all mechanical equipment necessary to the operation of the same; provided that: Every swimming pool shall be completely enclosed, either by the structural wall or walls of the dwelling to which it is an accessory, or by a fence or wall, not less than six feet (6') in height above the exterior adjoining grade, of the type required by the latest edition of the International Residential Code for one (1) and two (2) family dwellings which has been adopted by the City of Belle Meade.

(1) Any opening in said enclosure shall be capable of being closed with lock and key and shall be kept so secured at all times, except when attended by the owner of the property or his authorized representative.

(2) All pool lighting shall be located within the pool itself or no more than twenty four inches (24") above ground level around the pool.

(E) Pool houses.

Each applicant shall provide the following information to the City of Belle Meade before being placed on the Board of Zoning Appeals agenda:

- A completed Board of Zoning Appeals (BZA) application
- Payment of \$600 application fee
- A fully dimensioned boundary survey including the building envelope as well as the distance from the building envelope to all property lines
 - A topographic survey if the pool is located on a sloped lot
- Site plan indicating the placement of the pool relative to utilities and other structures. The site plan shall include all permanent items and structures to be located within the pool enclosure (i.e. gazebos/shade structures, outdoor kitchens, fire pits, planters, water fountains and landscaping).
- A detailed layout of the pool, including fence and all access control, all pool facilities and related structures and all necessary dimensions of both pool and surrounding areas, as well as pertinent elevation data.
 - All pool mechanical equipment - Location of the equipment is to be provided on a scaled plan accompanied by proper dimensioning.
 - Pool equipment must be within the building envelope.
- A detail of the fence including all applicable dimensions to comply with **Belle Meade Zoning Code Section 14-204 (1)(g)**
- Any other information as requested by the Building Department.



INSPECTIONS

Request Detail Report

5/1/2023 - 5/31/2023

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
624823493	5/31/2023	M.p. Daniel	512 Parmer ave	Slab inspection		Inspection Passed
624789920	5/31/2023	Absolute Pools LLC	424 Sunnyside Drive Nashville, TN 37205	Final		Pending
624624221	5/30/2023	M.p. Daniel	512 Parmer ave	Slab inspection		Inspection Failed
624280188	5/30/2023	Cook Builders	202 Sunnyside Dr	Rough framing	Please call before entry	Inspection Failed
624197519	5/29/2023	Phipps Construction Company, Inc	308 Walnut Drive	Final	Please call Ed Roberts ahead of time. Both owners work. His number is (615)-428-6210	Pending
623931101	5/26/2023	Hudson Walker Builders, LLC	216 Lynnwood Blvd	Framing		Inspection Passed
623619197	5/25/2023	Micheal Cronin Acoustic	1 Webster	Occupancy discussion/ad vise		Inspection Passed
622666879	5/23/2023	Wisdom Construction	4320 Signal Hill Drive	Rough in	Please call before heading to the jobsite	Inspection Passed
622530782	5/22/2023	Vesta Homes, LLC	4416 Chickering Ln	Insulation		Inspection Passed
621906974	5/19/2023	BlueSky Properties LLC	510 Park Hill	Insulation Inspection		Inspection Failed
621665826	5/18/2023	Siteworks	1206 Canterbury Dr Nashville, TN 37205 United States	Pool final		Inspection Passed

Page: 1 of 3

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
621662938	5/18/2023	Ramsey-Daugherty Company Inc	215 deer Park Cir	Footing	Need to meet to observe gas line	Inspection Failed
621417458	5/17/2023	Vesta Homes, LLC	4416 Chickering Ln	Insulation		Inspection Failed
621274502	5/17/2023	Siteworks	22 Lynnwood Lane	Progress/drainage rough in		Inspection Passed
620911697	5/16/2023	Montgomery Classic Construction	436 Lynnwood Blvd	Foundation and Slab inspection		Inspection Passed
620814588	5/16/2023	Absolute Pools LLC	424 Sunnyside Drive Nashville, TN 37205	Final		Inspection Failed
620492215	5/15/2023	Outdoor Structures DBA Watermark Pools	309 Westview Ave	Pool Final		Inspection Passed
620440592	5/15/2023	Phipps Construction	1216 Belle Meade Blvd.	Insulation Inspection		Inspection Passed
619135577	5/9/2023	GreatHouse Company LLC	322 walnut drive	hardscape	call me 30 minutes before inspection please	Inspection Passed
619134133	5/9/2023	Cook builders	1 Carriage Hill	Insulation	Like to meet you there if possible	Inspection Passed
618818980	5/8/2023	Cook Builders	202 Sunnyside Dr	Concrete slab		Inspection Passed
618728730	5/8/2023	Hammond & Brandt Builders	506-C Park Center Dr	Framing/Insulation		Inspection Passed
618164487	5/5/2023	Phipps Construction	1216 Belle Meade Blvd.	Framing Inspection		Inspection Passed
617707461	5/3/2023	Brown & Kennedy LLC	306 Clarendon Ave	Footing Inspection	Please let Jason know when you will do inspection he will want to be there	Inspection Passed

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
617674610	5/3/2023	Siteworks	1 Webster In	Concrete	Concrete band around permeable drive. front entry gate footers we are pouring tomorrow at 12:00 sorry for the last minute let me know if there is any issues.	Inspection Passed
617339963	5/2/2023	Vesta Homes	4416 Chickering Ln	Frame		Inspection Passed
617282564	5/2/2023	Cook builders	1 carriage hill	Framing	Please call. I would like to meet you there.	Inspection Passed
617255489	5/2/2023	Cook builders	621 Westview	Fireplace slab	Front left	Inspection Passed
616684387	5/1/2023	Catalyst builders	1108 Nichol lane	Insulation		Inspection Passed

Total Records: 29

5/31/2023



Municipal
Inspection Partners
 Review-Enforce-Inspect

Code Enforcement Case Report

5/1/2023 - 5/31/2023

Case #	Case Date	Main Status	Jurisdiction	Violation Address	Violation Description
179	5/12/2023	Active	Belle Meade - TN	215 Lynwood Terrace	No EPSC measures and no right-of-way permit
178	5/10/2023	Active	Belle Meade - TN	307 Walnut	Fence is too tall.

Total Records: 2

5/31/2023

June 2023 - Monthly Report

All,

I am pleased to present the detailed activities of the building, code enforcement, and planning departments.

Building Department Activities:

1. Building permits Issued = 8
 - a. Valuation - \$3,425,450.00
 - b. Permit Fees - \$16,780.00
2. Building inspection report (attached)
 - a. Total inspections = 13
 - b. Inspections passed = 12
 - c. Inspections failed =1
3. Code Enforcement
 - a. 2 cases (attached)

Planning and Zoning Activities

1. BZA – 2 cases (1 approved and 1 deferred)
2. Planning Commission – 1 case (1 application approved)
3. Historic Zoning Commission – 1 case (1 application deferred)

Stormwater

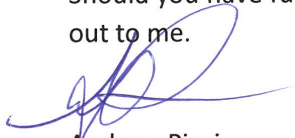
There was (1) one application sent to the City Engineer for review.

Service Agreement

I provided City Manager Moody with a revised service agreement for building inspection services only. The revised agreement includes commercial building inspection services as this was not included in the last agreement. Also, this agreement will also cover residential plumbing and mechanical inspections.

One more point on inspections. At any time, I can provide no less than (3) inspectors to cover inspections in the City of Belle Meade. This will ensure there is always an inspector available without delay.

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



Andrew Pieri
Building Consultant



Municipal
Inspection Partners
Review-Enforce-Inspect

Request Detail Report

6/1/2023 - 6/30/2023

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
632517847	6/28/2023	Broderick Builders Inc	424 Royal Oaks Dr	Framing	Right side of the house, office area with 2 baths. Main kitchen and living room is not ready for framing inspection yet	Inspection Passed
632199445	6/27/2023	The Wills Company	4411 Herbert Place	final	call me and I can meet you there. Kenny Pitman 615-602-6641	Inspection Passed
631819312	6/26/2023	The Porch Company	212 Belle Meade Blvd	Footing inspection	Morning inspection please	Inspection Passed
631115001	6/23/2023	Mckenzie Construction	4408 Shepard Place	Framing	We have attached the engineer letter for the only structural change to the house.	Inspection Passed
630806346	6/22/2023	Gatepost construction	317 lynwood blvd	Garage pad ready for concrete. Footer/ rebar inspection		Inspection Passed
629950054	6/20/2023		533 Bellemeade Blvd	Sub slab inspection		Inspection Passed
629359097	6/16/2023	Powell LLC	1106 Nichol Lane	Insulation	Please call with any questions or concerns. Thanks.	Inspection Failed

Page: 1 of 2

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
628894490	6/14/2023		211 Deer Park Dr	Final	Call in AM with meeting time	Inspection Passed
628045418	6/12/2023	Phipps Construction	308 walnut street	Final		Inspection Passed
627525578	6/9/2023	Cook Builders	202 sunnyside dr	Insulation	Please call when coming	Inspection Passed
626888774	6/7/2023	The Parent Co.	815 Belle Meade blvd	Framing - women's locker room.	Call when on way	Inspection Passed
626853035	6/7/2023	The Maintenance Company	700 Enquirer Ave.	Final: Pool, hardscape, side entry		Inspection Passed
626819101	6/7/2023	Micheal Cronin Acoustic	1 Webster lane	Occupancy (or temp occupancy)		Inspection Passed

Total Records: 13

6/30/2023



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: July 12, 2023
Re: Re-Appointment of Member to the Municipal Planning Commission

BACKGROUND

In accordance with Belle Meade Municipal Code 14-101(1), the Belle Meade Planning Commission consists of ten members, one of the members shall be the mayor of the City of Belle Meade and another of the said ten members shall be a commissioner chosen by the Board of Commissioners. The other eight members shall be appointed by the mayor who shall make the appointment in writing and shall file said written appointment with the city recorder. Members shall serve for three years.

The term of Ms. Nina Davidson is scheduled to expire June 2023. Mr. John Eason resigned in November 2022 and Mr. Steve Horrell resigned in March of 2023; both left unexpired terms ending in June 2025. The unexpired terms were filled at the Board's regular meeting on June 21, 2023 with the appointments of Carter Dawson and Ashley Levi. Here is a list of the current members:

Municipal Planning Commission (MPC)		Term Expires
Member	<i>Carter Dawson</i>	June 2025
Member	<i>Ashley Levi</i>	June 2025
Member (Mayor)	Rusty Moore	Nov 2024
Member (Commissioner)	Haley Dale	Nov 2024
Member	James Hastings	June 2024
Member	<i>Nina Davidson</i>	June 2023
Member	Karen Rich	June 2024
Member	Larry Wieck	June 2025
Member	Gavin Duke	June 2025
Member	Scott Kendall	June 2025

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to reappoint as follows: Nina Davidson to a new three-year term ending in June 2026.

**THIS PAGE LEFT
INTENTIONALLY
BLANK**



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: July 12, 2023
Re: Appointment of Chairman of the Board of Zoning Appeals

BACKGROUND

In accordance with Belle Meade Municipal Code 2-101, the Belle Meade Board of Zoning Appeals consists of seven members serving staggered, three-year terms. The Board of Commissioners, upon passage of Ordinance 2023-1, increased the membership from five (5) members to seven (7) members. This created two new members that need to be initially filled.

The mayor, with the concurrence of the Board of Commissioners, shall appoint one of the members to serve as the chairman during their term. The chairman may select one of the members to serve as the vice chairman who shall preside over the meetings during the absence of the chairman.

Following appointments at the May and June board meetings; below is a list of the current members:

Board of Zoning Appeals (BZA)	Term Expires
Joe Dughman	June 2023
Chris Tardio	June 2025
Charles Atwood	June 2026
Johnny Phipps	June 2026
Pete Zabaski	June 2026
Erick Clifford	June 2026
Ron Farris	June 2026

RECOMMENDATION

The Mayor is recommended to appoint a new Chairman for the Board of Zoning Appeals from the current list of members.

**THIS PAGE LEFT
INTENTIONALLY
BLANK**



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: July 12, 2023
Re: Appointment of Members to the Board of Building Code Appeals

BACKGROUND

In accordance with Belle Meade Municipal Code 12-104, the Belle Meade Board of Building Code Appeals consists of five (5) members, which shall have full power and authority to hear appeals and to apply and construe the provisions of this chapter (Title 12, Chapter 1: Building Regulations).

The chairman, vice chairman, and two additional members of this board, shall be qualified by experience and training to pass upon matters pertaining to building construction. These four members shall be appointed by the mayor and the remaining member shall be a member of and elected by the Board of Commissioners. The members terms are three (3) years. The term of the elected member shall be concurrent with the term of such member on the board of commissioners.

Here is a list of the current members:

Board of Building Code Appeals (BBCA)		Term Expires
Member	Clay Bright	June 2023
Member	Johnny Phipps	June 2023
Member	Charles Thornburg	June 2023
Member	Jeannette Whitson	June 2023
Member	Rusty Moore	Nov 2022

RECOMMENDATION

The Mayor is recommended to reappoint all citizen members to fill new three-year terms expiring June 2026 and the Board of Commissioners is recommended to elect one of their members to serve on the Board of Building Code Appeals.

**THIS PAGE LEFT
INTENTIONALLY
BLANK**



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody
Date: July 12, 2023
Re: Land Survey of Donated Land (Caldwell family) along Harding Pike

Background

The City of Belle Meade received a generous donation of nearly 3 acres of land adjacent to the city limits near the Hillwood bridge. The property borders Harding Pike, railroad right-of-way and a creek. A survey, which includes topographical survey and identification of large trees that we would intend to preserve, is needed prior to progressing with landscape design. The Beautification Committee will assist with using the survey to develop a design for the property that is representative of plantings along Richland Creek in other segments of the City along Harding Pike.

Recommendation

The Board is recommended to approve Cherry Land Survey to conduct a land survey for the newly donated city property for the lump sum fee of \$3,500.

Fiscal Impact

Currently, funds are available for this expense in the FY 2024 General Fund under Administration – Professional Services – account 110-41000-250. Alternatively, the Board may wish to direct for a future budget amendment the budget to utilize Ceres contributions to cover half or all of this expense in the Beautification Fund – under capital expenses on improvements other than buildings – account 123-44730-930.

Attachments

Cherry Land Survey Quote

.....

City of Belle Meade - General Fund
Condensed Financial Statement - 4 Year Summary
May 31, 2023

	YTD May-23 Actual	YTD May-22 Actual	YTD May-21 Actual	YTD May-20 Actual	Average May 2020 to 2023
Operating Revenue					
Property and other taxes	\$ 3,340,569	\$ 3,319,197	\$ 1,540,933	\$ 1,537,462	\$ 2,434,540
Mixed drink taxes	52,659	51,608	26,491	41,184	42,986
Permits and fees	406,207	478,759	240,637	186,256	327,965
State sales taxes	284,031	301,334	279,859	199,248	266,118
State income taxes	-	209,590	341,284	-	137,718
Gross receipts - TVA	34,879	30,120	33,286	26,862	31,287
Franchise taxes	43,482	82,185	60,668	68,304	63,660
In lieu of tax - utilities	-	-	-	-	-
Public safety charges	4,019	2,205	701	-	1,731
Road Maintenance Fee MOU	323,191	297,872	253,191	193,617	266,968
Public safety charges	56,475	57,068	4,098	49,015	41,664
Stormwater User Fee	298,545	108,173	99,750	100,756	151,806
Court fines and costs	257,388	224,629	127,305	176,177	196,375
State beer tax	1,325	1,325	1,379	1,364	1,348
State-city streets	4,429	4,914	5,299	4,336	4,745
Other revenues (includes grants)	42,980	136,972	98,210	32,777	77,735
Interest earnings	390,272	60,658	112,160	257,834	205,231
Net Change in Value of Investments	(273,516)	(159,503)	(67,572)	74,387	(106,551)
Contributions	26,225	51,752	52,155	15,741	36,468
	<u>\$ 5,293,160</u>	<u>\$ 5,258,858</u>	<u>\$ 3,209,834</u>	<u>\$ 2,965,320</u>	<u>\$ 4,181,793</u>
Operating Expenditures					
General government	\$ 986,394	\$ 732,996	\$ 628,931	\$ 654,801	\$ 750,781
Police	1,907,083	1,736,744	1,675,689	1,555,381	1,718,724
Building inspection	142,258	117,267	107,966	118,580	121,518
Highways and streets	266,349	248,606	272,931	195,924	245,953
Stormwater	149,164	156,885	127,786	140,936	143,693
Solid waste collection	591,870	456,686	449,640	432,109	482,576
Parkways and Blvds	134,933	126,222	100,482	82,901	111,134
	<u>\$ 4,178,052</u>	<u>\$ 3,575,406</u>	<u>\$ 3,363,425</u>	<u>\$ 3,180,632</u>	<u>\$ 3,574,379</u>
Excess rev vs (exp) from Operations	<u>\$ 1,115,108</u>	<u>\$ 1,683,452</u>	<u>\$ (153,592)</u>	<u>\$ (215,312)</u>	<u>\$ 607,414</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	371,966	282,127	933,863	702,632	572,647
Net rev vs net (exp)	<u>\$ 743,142</u>	<u>\$ 1,401,324</u>	<u>\$ (1,087,454)</u>	<u>\$ (917,944)</u>	<u>\$ 34,767</u>
Assets					
Cash	\$ 147,095	\$ 156,736	\$ 109,871	\$ 87,745	
Investments	10,725,464	9,809,567	8,436,130	9,118,334	
Investments - Designated	6,358,473	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,329,233	3,306,275	1,787,609	1,308,568	
Other receivables	108,045	354,040	459,740	13,888	
Other assets	25,628	8,138	15,359	18,285	
	<u>\$ 20,693,938</u>	<u>\$ 19,993,228</u>	<u>\$ 16,823,729</u>	<u>\$ 15,555,885</u>	
Liabilities and Reserves					
Payables and accrued liab	139,176	44,061	37,105	2,359	
Deferred rev - prop taxes	3,329,233	3,306,275	1,787,609	1,308,568	
Deferred rev - ARPA grant	848,007	424,003	-	-	
Designated reserves	6,358,473	6,358,473	6,015,020	5,009,065	
Unrestricted funds	9,275,907	8,459,092	10,071,449	10,153,836	
Revenues < expenditures	743,142	1,401,324	(1,087,454)	(917,944)	
	<u>\$ 20,693,938</u>	<u>\$ 19,993,228</u>	<u>\$ 16,823,729</u>	<u>\$ 15,555,885</u>	

City Of Belle Meade - General Fund
Condensed Financial Statement - (Budget vs Actual)
May 31, 2023

	Fiscal 2023 Budget	YTD 2023 Budget	YTD May-23 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,277,517	\$ 3,277,517	\$ 3,340,569	\$ 63,052	0%
Mixed drink taxes	50,000	37,500	52,659	15,159	40%
Permits and fees	454,000	416,167	406,207	(9,960)	-2%
State sales taxes	309,468	232,101	284,031	51,930	22%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	29,274	29,274	34,879	5,605	19%
Franchise taxes	75,000	56,250	43,482	(12,768)	-23%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	323,191	323,191	323,191	-	0%
Public safety charges	45,000	41,250	56,475	15,225	37%
Stormwater User Fee	303,266	303,266	298,545	(4,721)	-2%
Court fines and costs	234,916	215,340	257,388	42,049	20%
State beer tax	1,310	983	1,325	342	35%
State-city streets	5,102	3,827	4,429	602	16%
Sports betting tax	4,182	3,137	4,019	883	28%
Other revenues	909,325	-	42,980	42,980	0%
Interest earnings	150,000	137,500	390,272	252,772	184%
Net Change in Value of Investments	-	-	(273,516)	(273,516)	0%
Contributions	18,000	18,000	26,225	8,225	46%
	<u>\$ 6,194,551</u>	<u>\$ 5,095,301</u>	<u>\$ 5,293,160</u>	<u>\$ 197,859</u>	<u>420%</u>
Operating Expenditures					
General government	\$ 1,110,443	\$ 1,016,073	\$ 986,394	\$ 29,679	-3%
Police	2,103,724	1,928,414	1,907,083	21,331	-1%
Building inspection	144,764	132,700	142,258	(9,558)	7%
Highways and streets	344,442	315,739	266,349	49,389	-16%
Stormwater	207,960	190,630	149,164	41,466	-22%
Solid waste collection	594,200	544,683	591,870	(47,186)	9%
Parkways and Blvds	136,940	125,528	134,933	(9,404)	7%
	<u>\$ 4,642,474</u>	<u>\$ 4,253,768</u>	<u>\$ 4,178,052</u>	<u>\$ 75,716</u>	<u>-18%</u>
Excess rev vs (exp) from Operations	<u>\$ 1,552,078</u>	<u>\$ 841,533</u>	<u>\$ 1,115,108</u>	<u>\$ 122,143</u>	<u>438%</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	3,562,732	593,789	371,966	221,822	-37%
Net rev vs net (exp)	<u>\$ (2,010,654)</u>	<u>\$ 247,745</u>	<u>\$ 743,142</u>	<u>\$ 495,397</u>	<u>-912%</u>
Assets					
			May 31, 2023	May 31, 2022	
Cash			\$ 147,095	\$ 156,736	
Investments			10,725,464	9,809,567	
Investments - Designated			6,358,473	6,358,473	
Property taxes receivable			3,329,233	3,306,275	
Other receivables			108,045	354,040	
Other assets			25,628	8,138	
			<u>\$ 20,693,938</u>	<u>\$ 19,993,228</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 139,176	\$ 44,061	
Deferred rev - prop taxes			3,329,233	3,306,275	
Deferred rev - ARPA grant			848,007	424,003	
Designated reserves			6,358,473	6,358,473	
Unrestricted funds			9,275,907	8,459,092	
Revenues < expenditures			743,142	1,401,324	
			<u>\$ 20,693,938</u>	<u>\$ 19,993,228</u>	

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
May 31, 2023

ASSETS	FY 2023	FY 2022
Current assets:		
Cash and cash equivalents	\$ 277,092	\$ 162,158
Cash and cash equivalents- restricted	-	-
Investments	1,505,327	1,381,592
Receivables (net of allowance for uncollectible)	43,178	39,247
Prepays	1,348	428
Inventory	15,064	5,548
Total current assets	<u>1,842,009</u>	<u>1,588,973</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,214,133	6,945,640
Accumulated Depreciation	<u>(6,499,371)</u>	<u>(6,251,659)</u>
Total capital assets (net of accumulated depreciation)	<u>1,270,360</u>	<u>1,249,579</u>
TOTAL ASSETS	<u>\$ 3,112,369</u>	<u>\$ 2,838,552</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	25,041	6,132
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>25,041</u>	<u>6,132</u>
Long-term liabilities:		
Accrued leave	4,431	4,543
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,543</u>
TOTAL LIABILITIES	<u>29,472</u>	<u>10,675</u>
NET POSITION		
Change in Net Position	473,331	399,601
Net investment in capital assets	588,920	836,632
Restricted	-	-
Unrestricted	<u>2,020,645</u>	<u>1,591,644</u>
TOTAL NET POSITION	<u>3,082,897</u>	<u>2,827,877</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,112,369</u>	<u>\$ 2,838,552</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended May 31, 2023

	FY 2023 BUDGET	FY 2023 BUDGET YTD	FY 2023 ACTUAL YTD	FY 2022 ACTUAL YTD	Variance Actual vs Last Yr.
Operating revenues:					
Sewer user fees	\$ 502,091	\$ 460,250	\$ 502,686	\$ 465,397	8%
Permits	1,600	1,467	2,400	2,400	0%
Total operating revenues	503,691	461,717	505,086	467,797	8%
Operating expenses:					
Salaries	61,758	56,612	47,835	45,286	6%
Payroll Taxes	4,265	3,910	3,558	3,272	9%
Health/Dental & Life Ins.	12,527	11,483	11,602	9,733	19%
Retirement	4,461	4,089	3,782	3,663	3%
Clothing & Uniforms	1,330	1,219	853	823	4%
Education & Training	820	752	519	935	0%
Telephone, Internet	1,200	1,100	1,051	996	6%
Professional Services	15,390	14,108	4,947	3,757	0%
Insurance	5,400	4,950	4,046	4,687	-14%
Repair & Maintenance Pumps	43,950	40,288	15,069	27,872	0%
Repair & Maintenance Vehicle	1,000	917	8,097	709	1042%
Repair & Maintenance Other Equipment	1,000	917	-	-	0%
Operating Supplies	1,350	1,238	835	1,058	-21%
Chemicals	115,000	115,000	104,323	102,186	2%
Gasoline, Oil	9,560	8,763	4,495	3,667	0%
Consumable Tools	400	367	211	365	0%
Depreciation	250,000	-	-	-	0%
Total operating expenses	529,411	265,710	211,223	209,010	1%
Operating income	(25,720)	196,007	293,863	258,787	14%
Nonoperating revenues:					
Interest income	250	229	47,633	1,638	2808%
Other income	333,323	-	-	12,500	-100%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	333,573	229	47,633	14,138	0%
Income before contributions and transfers	307,853	196,236	341,496	272,925	25%
Contributions and transfers					
Tap and access fees	16,000	14,667	24,000	24,000	0%
Capital contributions	55,850	51,196	107,835	102,676	5%
Total contributions and transfers	71,850	65,863	131,835	126,676	4%
Change in position	379,703	262,098	473,331	399,601	18%
Net position, beginning of year		-	-	-	
Net position, end of year	\$ 379,703	\$ 262,098	\$ 473,331	\$ 399,601	

City of Belle Meade, Tennessee
4 Year summary
Proprietary Fund (Sewer Fund)
May 31, 2023

ASSETS	FY 2023	FY 2022	FY 2021	FY 2020
Current assets:				
Cash and cash equivalents	\$ 277,092	\$ 162,158	\$ 201,744	\$ 174,952
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,505,327	1,381,592	1,079,945	877,751
Receivables (net of allowance for uncollectible)	43,178	39,247	38,908	38
Prepays	1,348	428	292	374
Inventory	15,064	5,548	8,688	5,634
Total current assets	<u>1,842,009</u>	<u>1,588,973</u>	<u>1,329,577</u>	<u>1,058,749</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	71,723
Improvements other than buildings	555,598	555,598	541,158	454,646
Machinery and equipment	7,214,133	6,945,640	6,789,766	6,674,948
Accumulated Depreciation	(6,499,371)	(6,251,659)	(6,008,191)	(5,759,035)
Total capital assets (net of accumulated depreciation)	<u>1,270,360</u>	<u>1,249,579</u>	<u>1,322,733</u>	<u>1,442,282</u>
TOTAL ASSETS	<u>\$ 3,112,369</u>	<u>\$ 2,838,552</u>	<u>\$ 2,652,310</u>	<u>\$ 2,501,031</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	25,041	6,132	4,980	4,724
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>25,041</u>	<u>6,132</u>	<u>4,980</u>	<u>4,724</u>
Long-term liabilities:				
Accrued leave	4,431	4,543	3,412	2,640
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,543</u>	<u>3,412</u>	<u>2,640</u>
TOTAL LIABILITIES	<u>29,472</u>	<u>10,675</u>	<u>8,392</u>	<u>7,364</u>
NET POSITION				
Change in Net Position	473,331	399,601	374,575	298,998
Net investment in capital assets	588,920	836,632	1,080,100	1,329,255
Restricted	-	-	-	-
Unrestricted	2,020,645	1,591,644	1,189,242	865,414
TOTAL NET POSITION	<u>3,082,897</u>	<u>2,827,877</u>	<u>2,643,917</u>	<u>2,493,667</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,112,369</u>	<u>\$ 2,838,552</u>	<u>\$ 2,652,310</u>	<u>\$ 2,501,031</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended May 31, 2023

	May 2023 FY Actual YTD	May 2022 FY Actual YTD	May 2021 FY Actual YTD	May 2020 FY Actual YTD	4 Year Average
Operating revenues:					
Sewer user fees	\$ 502,686	\$ 465,397	\$ 426,017	\$ 425,610	\$ 454,928
Permits	2,400	2,400	4,600	1,200	2,650
Total operating revenues	\$ 505,086	\$ 467,797	\$ 430,617	\$ 426,810	\$ 457,578
Operating expenses:					
Salaries	\$ 47,835	\$ 45,286	\$ 41,487	\$ 39,055	\$ 43,416
Payroll Taxes	3,558	3,272	3,006	2,836	3,168
Health/Dental & Life Ins.	11,602	9,733	5,336	4,357	7,757
Retirement	3,782	3,663	3,265	3,271	3,495
Clothing & Uniforms	853	823	847	1,279	951
Education & Training	519	935	125	250	457
Telephone, Internet	1,051	996	1,012	922	995
Professional Services	4,947	3,757	11,027	8,908	7,160
Insurance	4,046	4,687	3,212	4,116	4,015
Repair & Maintenance Pumps	15,069	27,872	25,488	52,117	30,137
Repair & Maintenance Vehicle	8,097	709	1,179	969	2,739
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	835	1,058	463	87	611
Chemicals	104,323	102,186	107,973	93,440	101,981
Gasoline, Oil	4,495	3,667	1,544	2,196	2,975
Consumable Tools	211	365	433	116	281
Depreciation	-	-	-	-	-
Total operating expenses	\$ 211,223	\$ 209,010	\$ 206,397	\$ 213,919	\$ 210,137
Operating income	\$ 293,863	\$ 258,787	\$ 224,220	\$ 212,891	\$ 247,441
Nonoperating revenues:					
Interest income	47,633	1,638	1,369	12,120	15,690
Other income	-	12,500	26,559	1,598	10,164
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	47,633	14,138	27,928	13,718	25,854
Income before contributions and transfers	341,496	272,925	252,148	226,609	273,295
Contributions and transfers					
Tap and access fees	24,000	24,000	26,200	13,000	21,800
Capital contributions	107,835	102,676	96,227	59,389	91,532
Total contributions and transfers	131,835	126,676	122,427	72,389	113,332
Change in position	473,331	399,601	374,575	298,998	386,627
Net position, beginning of year	-	-	-	-	-
Net position, end of year	\$ 473,331	\$ 399,601	\$ 374,575	\$ 298,998	\$ 386,627

City of Belle Meade
Other Revenue Breakdown
For the month ended, May 31, 2023

Grant - State of TN: Highway Safety	\$ 25,126
Land Sale	3,100
Grant - PEP	1,500
Vending Machine proceeds/Other	305
Insurance Proceeds	10,830
Voting Space rental	1,050
Recycle Cans	475
Book Sales - "Belle Meade : A Legacy of Land, Lives and Loves"	594
Totals	<u>\$ 42,980</u>



Capital Budget Report - General Fund - May 31, 2023



Project/Budget Item	FY 23	FY 24	FY 25	FY 26	FY 27	Total	Actual Spent FY 23	Budget Variance FY 23
Fleet Replacement								
Vehicle Replacement-Undesignated	\$115,125	\$153,788	\$223,430	\$131,685	\$78,400	\$702,428	\$126,423	(\$11,298)
Total Fleet Replacement	\$115,125	\$153,788	\$223,430	\$131,685	\$78,400	\$702,428	\$126,423	(\$11,298)
Machinery and Equipment								
Furnishings and Office Equipment	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$8,750	\$0	\$1,750
Ticketwriters, Mounts, InCar Video	\$119,485	\$82,000	\$82,000	\$80,000	\$80,000	\$443,485	\$46,937	\$72,548
Computers, Monitors, Servers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Machinery and Equipment	\$121,235	\$83,750	\$83,750	\$81,750	\$81,750	\$452,235	\$46,937	\$74,298
Streets								
Street paving- Per paving plan	\$326,372	\$300,000	\$300,000	\$300,000	\$300,000	\$1,526,372	\$92,830	\$233,542
Street paving- Master Plan, other	\$1,900,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,900,000	\$0	\$1,900,000
Total Streets	\$2,226,372	\$800,000	\$800,000	\$800,000	\$800,000	\$5,426,372	\$92,830	\$2,133,542
Stormwater								
Stormwater Infrastructure Cond Asses.								
Stormwater Imp- Undesignated	\$1,100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$1,300,000	\$105,777	\$994,223
Total Stormwater	\$1,100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$1,300,000	\$105,777	\$994,223
Total	\$3,562,732	\$1,087,538	\$1,157,180	\$1,063,435	\$1,010,150	\$7,881,035	\$371,966	\$3,190,766

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

**City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
June 30, 2023**

First Horizon Advisors Account	2023	
	Year to Date	
Beginning Balance	\$	7,485,428.15
Additions & Withdrawals		(252,674.62)
Interest Income		12,674.62
Taxes, Fees & Expenses		-
Change in Value		4,600.17
Ending Balance	\$	7,250,028.32

Interest Income (includes First Horizon Checking Account):

July 2022	\$	2,238.07
August		8,476.89
September		7,856.41
October		4,374.63
November		8,329.21
December		9,215.03
January 2023		9,255.69
February		5,640.42
March		8,545.64
April		8,345.07
May		17,339.20
June		12,674.62

TOTAL	\$	102,290.88
--------------	-----------	-------------------

City of Belle Meade**Investment Schedule - General Fund****Local Government Investment Pool****Balance at June 30, 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	\$ 9,361,626	5.06%	4.91%	Earnings rate is monthly average
<u>Interest Earnings</u>					
	Current month		\$ 40,319.00		
	Fiscal year-to-date		\$ 340,975.04		
<u>Cash Transfers</u>					
<u>From Investment Pool to Operating Cash (withdrawal):</u>					
	6/8/2023		\$ 150,000.00		
	6/30/2023		\$ 350,000.00		
	Total		\$ 500,000.00		
<u>From Operating Cash to Investment Pool (deposit):</u>					
	Total		\$ -		
<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.				13,535.79	
			\$	861,542.87	

City of Belle Meade**Investment Schedule - Sewer Fund****Local Government Investment Pool****Balance at June 30, 2023**

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,511,587	5.06%	4.91%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 6,260.51
Fiscal year-to-date	\$ 53,893.74

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

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

From Operating Cash to Investment Pool (deposit):

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

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

Invoice

Invoice Number: 202339
June 29, 2023

Burris, Thompson & Associates
3259 Vinemont Dr.
Thompsons Station TN 37179-2924
(615) 500-7931

Fed. Tax ID # 62-1782199

To:

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

Description	Amount
Professional Services related to the Compensation Study for the period ending June 30, 2023, including:	
o Initial planning meeting with City Manager and Finance/HR Director; meetings with department heads.	\$ 1,080.00
o Reviewed job descriptions; compiled market data for all City jobs and compared to City salaries.	\$ 1,350.00
o Developed Pay Structure (Pay Grades and Pay Ranges); assigned jobs to Pay Grades; reviewed with City Manager and Finance/HR Director	\$ 900.00
o Recommended individual employee pay adjustments; developed cost projections. Reviewed with City Manager and Finance/HR Director; revisions based on feedback.	\$ 1,080.00
o Presentation to Board; final report of methodology, findings, and recommendations; implementation assistance.	\$ 1,620.00
Expenses	\$ N/A
Total Amount Due	\$ 6,030.00

Payable Upon Receipt
ORIGINAL



(800) 624-9698
www.PEpartners.org

BELLE MEADE, CITY OF
 4705 HARDING ROAD
 NASHVILLE, TN 37205-2809

Invoice Date: 7/3/2023
 Invoice Due Date: 8/17/2023
 Invoice Number: 2450075-IN

Location Code: 4331
 Agent Number: 1786

Account Number: 50-0101620

Policy No.: PPR-4331-24

Policy Period: 07/01/2023 to 07/01/2024

Renewal-Single Payment

Billing Period: 07/01/2023 to 07/01/2024

Code	Description of Coverages	Amount
51C	BUILDINGS & PERSONAL PROPERTY	\$16,881.00
52C	EDP EQUIPMENT	\$527.00
53C	MOBILE EQUIPMENT	\$437.00

*Please send a copy of invoice
 with payment to:*

Total Invoice: \$17,845.00

PUBLIC ENTITY PARTNERS
 PO BOX 116553
 ATLANTA, GA 30368-6553



(800) 624-9698
www.PEpartners.org

BELLE MEADE, CITY OF
 4705 HARDING ROAD
 NASHVILLE, TN 37205-2809

Invoice Date: 7/3/2023
 Invoice Due Date: 8/17/2023
 Invoice Number: 2420046-IN

Location Code: 4331
 Agent Number: 1786

Account Number: 20-0101620

Policy No.: PLI-0344-24

Policy Period: 07/01/2023 to 07/01/2024

Renewal-Single Payment

Billing Period: 07/01/2023 to 07/01/2024

Code	Description of Coverages	Amount
23C	GENERAL LIABILITY	\$2,959.00
26C	LAW ENFORCEMENT LIABILITY	\$16,705.00
25C	ERRORS OR OMISSIONS LIABILITY	\$18,096.00
33C	AUTOMOBILE LIABILITY	\$11,893.00
43C	AUTO PHYSICAL DAMAGE	\$9,814.00

*Please send a copy of invoice
 with payment to:*

Total Invoice: \$59,467.00

PUBLIC ENTITY PARTNERS
 PO BOX 116553
 ATLANTA, GA 30368-6553



(800) 624-9698
www.PEpartners.org

BELLE MEADE, CITY OF
 4705 HARDING ROAD
 NASHVILLE, TN 37205-2809

Invoice Date: 7/3/2023
 Invoice Due Date: 8/17/2023
 Invoice Number: 2410090-IN

Location Code: 4331
 Agent Number: 1786

Account Number: 10-0101620

Policy No.: PWC-0181-24

Policy Period: 07/01/2023 to 07/01/2024

Renewal-Single Payment

Billing Period: 07/01/2023 to 07/01/2024

Code	Description of Coverages	Amount
13C	WORKERS' COMPENSATION	\$64,472.00

*Please send a copy of invoice
 with payment to:*

Total Invoice: \$64,472.00

PUBLIC ENTITY PARTNERS
 PO BOX 116553
 ATLANTA, GA 30368-6553

Municipal Inspection Partners

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



Municipal
Inspection Partners
 Review - Enforce - Inspect

INVOICE

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

INVOICE 10535
 DATE 06/30/2023
 TERMS Net 15
 DUE DATE 07/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/02/2023	OSBI	On-Site Building Inspector 08:00 am - 03:00 pm	7	75.00	525.00
06/05/2023	OSBI	On-Site Building Inspector 08:00 am - 3:00 pm	7	75.00	525.00
06/07/2023	OSBI	On-Site Building Inspector 08:00 am - 3:00 pm	7	75.00	525.00
06/09/2023	OSBI	On-Site Building Inspector 08:00 am - 1:00 pm	5	75.00	375.00
06/12/2023	OSBI	On-Site Building Inspector 08:00 am - 3:00 pm	7	75.00	525.00
06/14/2023	OSBI	On-Site Building Inspector 08:00 am - 3:00 pm	7	75.00	525.00
06/16/2023	OSBI	On-Site Building Inspector 08:00 am - 1:00 pm	5	75.00	375.00
06/21/2023	OSBI	On-Site Building Inspector 08:00 am - 5:30 pm	9.50	75.00	712.50
06/23/2023	OSBI	On-Site Building Inspector 08:00 am - 1:00 pm	5	75.00	375.00
06/26/2023	OSBI	On-Site Building Inspector 9:00 am - 10:30	1.50	75.00	112.50
06/26/2023	OSBI	On-Site Building Inspector 08:00 am - 4:00 pm	8	75.00	600.00
06/28/2023	OSBI	On-Site Building Inspector 08:00 am - 3:00 pm	7	75.00	525.00
06/30/2023	OSBI	On-Site Building Inspector 08:00 am - 12:00 pm	4	75.00	300.00

BALANCE DUE

\$6,000.00

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

ORDINANCE 2023-6

**AN ORDINANCE AMENDING SECTION 14-206 OF THE BELLE MEADE
MUNICIPAL CODE TO CLARIFY THE QUORUM REQUIREMENTS OF THE
BOARD OF ZONING APPEALS.**

WHEREAS, the Board of Commissioners passed Ordinance 2023-2 on April 18, 2023, amending Section 2-101 of the Belle Meade Municipal Code, to increase the number of members of the board of zoning appeals from five (5) to seven (7), effective sixty (60) days from passage; and

WHEREAS, to avoid confusion, it is necessary to also make a conforming change to Section 14-206 of the Zoning Ordinance, which still provides that the presence of three (3) members constitutes a quorum;

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

SECTION ONE Section 14-206 (2) of the Belle Meade Municipal Code is hereby amended to delete the word “three (3)” and to substitute therefor the word “four (4)” with all other language of that subsection to remain the same.

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

Planning Commission Review: _____

Passed on First Reading: June 21, 2023

Public Hearing: _____

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

ORDINANCE 2023-7

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

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

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

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

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

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

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

CHAPTER 6**PLUMBING CODE**

26583134v1

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

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

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

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

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

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

CHAPTER 7

MECHANICAL AND GAS CODE

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

26583134v1

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

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

12-703. Gas and mechanical permit fees.

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

- (1) New residential or commercial project: \$25.00, plus \$10.00 for the first \$1,000.00 of value, and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (2) Existing residential or commercial project (repairs, alterations or additions): \$25.00, plus \$5.00 for the first \$1,000.00 of value and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (3) Fees for the inspection of boilers (based on the boiler's BTU rating):

EXPAND

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

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

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

26583134v1

SECTION 4. This ordinance shall become effective fifteen (15) days after its passage, the health, safety and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading: June 21, 2023

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

26583134v1

12-1

TITLE 12

BUILDING, UTILITY, ETC. CODES¹

CHAPTER

1. BUILDING REGULATIONS.
2. STORMWATER ORDINANCE.
3. STORMWATER FEE ORDINANCE.
4. FLOOD DAMAGE PREVENTION ORDINANCE.
5. TREE MANAGEMENT AND PROTECTION.

CHAPTER 1

BUILDING REGULATIONS²

SECTION

- 12-101. International Residential Code for one and two family dwellings adopted.
- 12-102. Regulations for other structures.
- 12-103. Modifications to dwelling code.
- 12-104. Board of building code appeals.

12-101. International Residential Code for one and two family dwellings adopted. Two (2) copies of which are on file in the office of the building and zoning department being marked and designated as the 2015 International Residential Code, including chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 33, 40 and 42 together with appendix chapters F, H, J, and O as published by the International Code Council and is hereby adopted as the Building Code of the City of Belle Meade for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and not more than three (3) stories in height in the City of Belle Meade, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2015 edition, published by the International Code Council on file in the office of the City of Belle Meade are hereby referred to, adopted and made a part hereof as if fully set out in this section.

¹Chapters 2 "Stormwater Ordinance" and 4 "Flood Damage Prevention Ordinance" have been relocated to this title from title 14 by Ord. #2015-8, Feb. 2015.

²Municipal code reference
Zoning code: title 14.

Exhibit 1

12-2

(2) Notwithstanding the foregoing, plumbing, electrical and/or gas mechanical construction, inspections and permits are covered by and subject to the provisions of the Building Code of the Metropolitan Government of Nashville and Davidson County, and are administered by the metropolitan department of codes administration.

(3) Each property owner is solely responsible for compliance with any applicable metropolitan government building codes and inspections by the City of Belle Meade do not relieve such owner of this responsibility.

(4) That if any section, subsection, sentence, clause or phrase of this section is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The City of Belle Meade hereby declares that it would have passed the ordinance comprising this section, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

(5) That the building and zoning department is hereby ordered and directed to cause the ordinance comprising this section to be published.

(6) That this section and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect fifteen (15) days from and after the date of its final passage and adoption. (As replaced by ord. 84-13. 1987 Code, § 4-101, as amended by ord. 88-5, § 1; ord. 90-12, § 1; Ord. #94-7, § 1, Sept. 1997; Ord. #97-1, Feb. 1997; and Ord. #2002-12, January 2003, as replaced by Ord. #2007-8, Aug. 2007, and amended by Ord. #2015-7, Aug. 2015, and Ord. #2019-10, Dec. 2019 **Ch8_01-19-22**)

12-102. Regulations for other structures. With respect to buildings or structures other than one and two family dwellings, applicability of Tennessee Code Annotated, title 68, ch. 120, is hereby recognized, and the Building Inspector of the City of Belle Meade is hereby designated as the municipal building official referred to in Tennessee Code Annotated, § 68-120-106. (As replaced by ord. 84-13. 1987 Code, § 4-102, as amended by Ord. #94-7, § 1, Sept. 1994)

12-103. Modifications to dwelling code. For the purposes of this chapter, the following sections of the International Building Code adopted hereby by reference are deleted, modified or amended to read as indicated:

(1) R-105. Permit required. A permit shall be obtained before beginning construction, alteration, or repairs, other than ordinary repairs, using application forms furnished by the Building Official. Ordinary repairs are nonstructural repairs and do not include addition to, alteration of, or replacement or relocation of water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric

ORDINANCE 2023-8

AN ORDINANCE TO AMEND SECTION 12-102 OF THE BELLE MEADE MUNICIPAL CODE TO ADOPT THE INTERNATIONAL BUILDING CODE FOR BUILDINGS OTHER THAN ONE AND TWO FAMILY DWELLINGS AND TO PROVIDE FOR ENFORCEMENT OF THAT CODE BY THE CITY BUILDING OFFICIAL.

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

SECTION I. Section 12-102 of the Belle Meade Municipal Code (the current version of which is attached as Exhibit 1 for reference) and the following substituted therefor:

12-102 Regulations for other structures. With respect to buildings or structures other than one and two family dwellings, the City of Belle Meade hereby adopts the International Building Code, 2018 Edition, chapters 1 through 26, 31, 32, 33, 34, and appendices A, E, F, G, H, I and J only. Whenever in such Code reference is made to the duties of an official as responsible for enforcement, then that person shall be building official of the City of Belle Meade.

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

Passed on First Reading: June 21, 2023

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

26583060v1

**THIS PAGE LEFT
INTENTIONALLY
BLANK**

ORDINANCE 2023-9

AN ORDINANCE TO AMEND SECTION 12-302 OF THE BELLE MEADE MUNICIPAL CODE (“THE STORMWATER FEE ORDINANCE”) TO RENUMBER SUBSECTIONS THAT HAVE BEEN PREVIOUSLY MISNUMBERED AND TO AMEND PROVISIONS CONCERNING BILLING, DELINQUENCIES, AND COLLECTIONS.”

WHEREAS, the current version of Section 12-302 (a copy of which is attached as Exhibit 1 for reference) divides that section into eleven (11) subsections, but, due to a codification error, after sub-section (5), begins renumbering the remaining subsections as (2) through (7); and

WHEREAS, correctly numbered the subsections of Section 12-302 are (1) to (11); and

WHEREAS, in addition to correcting this codification error, there is a need to amend the Stormwater Fee Ordinance to strengthen and clarify provisions concerning, billing, delinquencies and collections;

NOW THEREFORE:

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

SECTION 1. Section 12-302 of the Belle Meade Municipal Code is hereby amended to such that subsections of that section are renumbered (1) through (11).

SECTION 2. Section 12-302 (5) is hereby amended to add the following sentence at the beginning of that subsection:

(5) Stormwater User Fee. There shall be imposed on each and every property in the City, except exempt property, a stormwater user fee. The owner of each non-exempt property shall be obligated to pay stormwater user fees. . . .

SECTION 3. Section 12-302 (6) (misnumbered in the current version of the ordinance as Section 12-302 (3) on page 12-48 of the Belle Meade Municipal Code) is hereby amended to delete that subsection in its entirety and to substitute the following therefor:

(6) Stormwater user fee billing, delinquencies, and collections.

(a) A stormwater user fee bill may be sent through the United States mail or by alternative means, notifying all customers of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for non-payment. Regardless of the status of the party to whom the

bill is initially directed, the owner of each parcel of developed land shall be ultimately obligated to pay the stormwater service fee.

(b) If a customer is under-billed or if no bill is sent for developed land, the city may backbill for a period of up to ten (10) years but shall not assess penalties for any delinquency.

(c) The stormwater user fee shall be paid by the due date on the bill and shall become delinquent as of sixty (60) days following the billing. Any unpaid stormwater user's fee shall bear penalties if it remains unpaid after sixty (60) days following billing.

(d) A late charge will be based upon the unpaid balance with interest thereon at the maximum legal rate, published annually in the Tennessee Administrative Register. Interest shall be applied for each 30-day period or fraction thereof from the date of delinquency until paid. The city shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees. Any charge due under this section which shall not be paid may be recovered at law by the municipality.

(e) Mandatory statement. To the extent that state law, T.C.A. § 68-221-1112, requires it, each bill that shall contain stormwater user fees shall also contain the following statement in bold font: **"THIS FEE HAS BEEN MANDATED BY CONGRESS"**. The stormwater user fee is not a tax but a utility service charge.

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

Passed on First Reading: june 21, 2023

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: July 12, 2023
Re: Resolution 2023-06 to Reduce Speed Limit to 25 mph on Enquirer Ave and Gerald Pl

BACKGROUND

In the current municipal code (Section 15-301), it is unlawful to operate any motor vehicle, other than a truck, at a rate of speed in excess of thirty (30) miles per hour, except that the Board of Commissioners may authorize by resolution the posting of signs with other speed limits, in which case such speed limits shall apply.

The Chief of Police and City Manager have received multiple requests from residents of Gerald Place and Enquirer Avenue requesting that the Commissioners consider reducing the speed limits on each street to 25 mph. Additionally, Gerald Place is not currently posted with any speed limit signs and it was specifically requested that the new speed limit be posted upon approval. Upon the Board's approval, both streets would have new speed limit signs installed.

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

RECOMMENDATION

The Board is recommended to adopt Resolution 2023-06 reducing the speed limits to 25 mph on Enquirer Avenue and Gerald Place.

FISCAL IMPACT

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

ATTACHMENTS

Figure 1 from Belle Meade Together Plan

STREETS AS PLACES

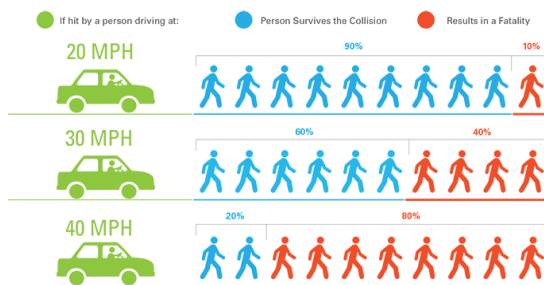
Belle Meade's streets can and should be much more than conduits for moving motor vehicles as quickly and efficiently as possible. In many cases, streets are the bridge between the public and private realms where people interact with each other and the surrounding environment. In this respect, street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

SPEED IS FUNDAMENTAL

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

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

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



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

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

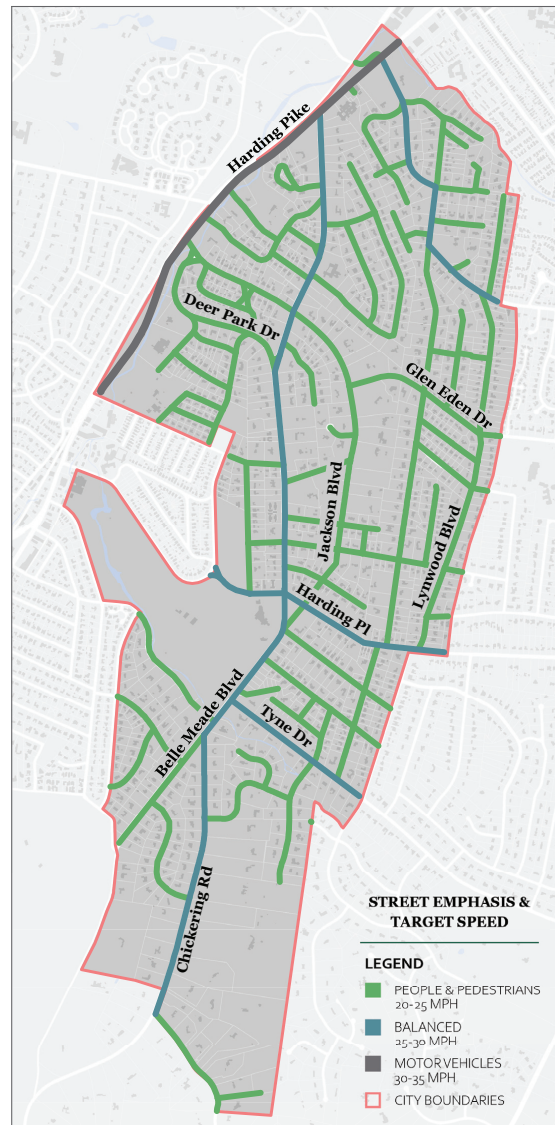


Figure 1. Street Emphasis and Target Speed



RESOLUTION 2023-06

A RESOLUTION TO ESTABLISH A SPEED LIMIT OF TWENTY-FIVE (25) MILES PER HOUR ON ENQUIRER AVENUE AND GERALD PLACE.

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

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

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

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

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

Date of Adoption:

July 12, 2023

Mayor Rusty Moore

City Recorder Rusty Terry