



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA PACKET
SEPTEMBER 18, 2023, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
SPECIAL MEETING
SEPTEMBER 18, 2023, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

A. Special Presentation: Officer Tyler Parrish - Outstanding Service Award

Attachment: [MEMO and FORM for Tyler Parrish- Outstanding Service.pdf](#)

B. Special Presentation: Annual Stormwater (MS4 Permit) Report with Steve Casey, P.E., CPESC, Vice President of Civil & Environmental Consultants, Inc.

III. MINUTES pg 7

Consideration of the minutes of the Regular Meeting held August 16, 2023

Attachment: [Minutes - BoC August 16 2023.pdf](#)

IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 12

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

B. Approve Bid Award and Contract with JR and Associates for Creek Debris Removal and Maintenance in a total amount not to exceed \$140,000 for FY 2023-2024 - Nathan McVay pg 18

Attachment: [PW Memo - Creek Debris Bid Award FY 24.pdf](#)

C. Approve the purchase of annual holiday wreaths from Boy Scouts of America, Troop 6 in an amount not to exceed \$5,500 - Nathan McVay pg 24

Attachment: [PW - Holiday Wreaths Memo.pdf](#)

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D. Update on Grant Projects - Jennifer Moody pg 26

Attachment: [Memo Grant Projects Monthly Report.pdf](#)

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Charles Williams pg 28

Attachment: [PD all Monthly Reports.pdf](#)

2. Approve a Grant Award Contract with the Tennessee Highway Safety Office for traffic enforcement, including speed reduction efforts, for FY 2024

in the amount of \$20,000 with no local matching funds required - Charles Williams pg 34

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

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- 3. Approve a Grant Award and Contract with the Tennessee Highway Safety Office for traffic enforcement, including alcohol countermeasures, in the amount of \$36,000 with no local matching funds required - Charles Williams pg 56**

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

- 4. Approve a Grant Award of \$1,500 from Public Entity Partners for a "Safety Partners" 50% matching grant to support the replacement of bullet proof vests for the Belle Meade Police Department - Charles Williams pg 76**

Attachment: [PEP Safety Partners Grant for FY 2024.pdf](#)

B.Health and Sanitation

- 1. Monthly Reports - Nathan McVay pg 78**

Attachment: [August Sewer Service Calls.pdf](#)

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

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- 2. Discussion of Wholesale Agreement between Belle Meade and Metro-Nashville (Sewer Service) - Jennifer Moody pg 84**

Attachment: [HS - Agenda Memo - Oct 2023 Wholesale Rate Increase.pdf](#)

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C.Building/Zoning/Planning

- 1. Monthly Reports - Mary Samaniego pg 120**

Attachment: [BZP - August 2023 Report.pdf](#)

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D.Waste Collection - No Matters

E.Beautification/ Landscape

- 1. Monthly report - Laura Katherine Wood**

F.City Communications and Technology

- 1. Approve the purchase of Microsoft Licenses through Keystone Business Solutions, under 3-year cooperative purchasing agreement, totaling \$9,083.52 for each annual renewal - Jennifer Moody pg 130**

Attachment: [CIT - Memo Microsoft Licenses Renewal.pdf](#)

VI.ADMINISTRATION

Finance

1. Financial Statements - August 2023 - Leigh Mills pg 138

Attachment: [GENERAL FUND JUL 23 - 2.pdf](#)
Attachment: [GENERAL FUND JUL 23.pdf](#)
Attachment: [July 2023 Capital Budget report.pdf](#)
Attachment: [MONTHLY FINANCIAL STMTS- SEWER JUL 23.pdf](#)
Attachment: [SEWER JUL 23 - 2.pdf](#)
Attachment: [THIS PAGE LEFT INTENTIONALLY BLANK.pdf](#)

2. Investment Schedules - Leigh Mills pg 148

Attachment: [LGIP SEWER FUND AUG 2023.pdf](#)
Attachment: [LGIP GENERAL FUND AUG 2023.pdf](#)

3. Approval of Invoices Over \$5,000 - pg 150

1. Civil & Environmental Consultants, Inc. - \$5,358.25
2. Clean Earth Collections, LLC - \$8,857.50
3. Gibbs Brothers Construction, Inc. - \$40,200.00
4. HE Parmer Company, Inc. - \$14,662.00
5. KCI Technologies, Inc. - \$21,464.17
6. KCI Technologies, Inc. - \$15,021.00
7. Mobile Communications America - \$5,206.00
8. Municipal Inspection Partners - \$5,350.00
9. Omnigo Software - \$10,394.26
10. Sessions Paving - \$294,255.00
11. Stansell Electric - \$15,207.00
12. Straeffer Pump & Supply - \$15,230.00
13. Sweeping Corp of America (Sani-Tech JetVac Services) - \$37,055.93
14. Wascon, Inc. - \$8,075.84

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

A. Facilities - No Matters

B. Human Resources / Personnel - No Matters

VII. LEGISLATION

VIII. OTHER MATTERS

A. Discussion of Meeting Schedule for November - Jennifer Moody

The next scheduled meeting of the Board of Commissioners will be Wednesday, October 18, 2023 at Belle Meade City Hall 4705 Harding Pike Nashville, TN



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners

cc: Jennifer Moody

From: Chief Chuck Williams

Date: August 28, 2023

Re: David and Cindy Wilds' Outstanding Service Award

BACKGROUND

On Aug 4th while heading into work, Officer Tyler Parrish stopped to wash his car. While there, he noticed Metro Officers dealing with a subject in the parking lot adjacent to the car wash. After a few moments the subject fled on foot in the direction officer Parrish was sitting. Officer Parrish quickly responded and assisted with the capture of the individual who turned out to be a suspect in an attempted bank robbery. Metro Police Department contacted me and advised how much they appreciated Officer Parrish's assistance.

Officer Parrish was selected by the David and Cindy Wilds Committee Members to receive the outstanding service award.

FISCAL IMPACT

This money will come from the David and Cindy Wilds Exemplary Service Fund.

ATTACHMENT

Nomination Form

**DAVID & CINDY WILDS EXEMPLARY SERVICE AWARD
NOMINATION FORM**

Date: August 28, 2023

Name of person being nominated for award: Officer Tyler Parrish

For the following Award:

 Exemplary Service Award

 X Outstanding Service

Nominating Person: Chief Chuck Williams/Sgt. David Wright

Please elaborate in the Narrative below as to why this employee deserves recognition or state a specific reason to which this employee should be recognized. For example, explain the actions of the officer i.e., meritorious conduct for professionalism and compassion at a death scene. Also, attach appropriate documentation (i.e.-newspaper articles, crime reports, etc.).

Narrative:

On Aug 4th while heading into work, Officer Parrish stopped to wash his car. While there, he noticed Metro Officers dealing with a subject in the parking lot adjacent to the car wash. After a few moments the subject fled on foot in the direction officer Parrish was sitting. Officer Parrish quickly responded and assisted with the capture of the individual who turned out to be a suspect in an attempted bank robbery. Metro Police Department contacted me and advised how much they appreciated Officer Parrish assistance.

I feel that this action shows his dedication to safety, and I am proud to nominate him for the David and Cindy Wilds' Outstanding Service Award.



MINUTES
BOARD OF COMMISSIONERS – REGULAR MEETING
AUGUST 16, 2023, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE

The meeting was called to order at 4:01 by Mayor Rusty Moore

Commissioners Present

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

Staff Present

- City Manager Jennifer Moody
- Chief of Police Chuck Williams
- Finance Director Leigh Mills
- Planning Director Mary Samaniego
- Police Lieutenant Mack Mangrum
- Assistant Public Works Director Nathan McVay
- City Recorder Rusty Terry
- Court Clerk Kim Huffines
- City Attorney Director Doug Berry
- Building Consultant Andrew Pieri

PLEDGE OF ALLEGIANCE - Led by Mayor Moore

Following the Pledge of Allegiance Mayor Moore recognized Jim Hunt for his service to the city of Belle Meade

PUBLIC COMMENTS

Councilman Thom Druffel provided an update from the recent Metro Council meeting, noting that the LPR program was passed by the council.

Rick Williams from Congressman Andy Ogle's office wanted to offer any assistance as needed from the city.

MINUTES pg 5

Consideration of the minutes of the Regular Meeting held July 12, 2023

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

PUBLIC WORKS

Monthly Reports - pg 11

Assistant Public Works Director Nathan McVay stated that the Sutherland Avenue project was 95% complete with only the stripping to be completed.

Approve a Professional Services Agreement with Barge Civil Associates, LLC to update the City's roadway maintenance specifications, in an amount not to exceed \$4,500.00, excluding reimbursable expenses - pg 19

McVay stated that Barge had gone through bid specs for Public Works and updating those.

Vice-Mayor Haley Dale asked if it was a fee not to exceed \$4,500 per serviceable incident or for duration.

City Manager Jennifer Moody explained that the city is procuring engineering consulting services for Barge to re-write our road maintenance specifications so that we can bid the work out. Noting that we currently use Gibbs Brothers but that every three years we have to bid out that contract.

Vice Mayor Dale stated, so they are re-writing the bid contracts for a fee not to exceed \$4,500.

City Manager Moody stated yes.

Mayor Moore stated that the funding is budgeted in the general fund.

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

Update on Grant Projects - Jennifer Moody

City Manager Moody stated that the Walnut Drive project is moving closer to final design, noting that the hope is to start the project in the fall. The Harding Pike sidewalk project is in the environmental review process and that she received monthly updates on the process. The TDEC project grant for the intersection of Lynwood Boulevard, Lynwood Terrace and Lynwood Lane continues to progress to final design as well. Moody noted that the city is working with KCI on the Master Plan project for traffic calming options, and the past week Commissioner Bryan arranged a meeting with planners from Nashville, stating it was a good conversation, as they are currently working with the Belle Meade Highlands on traffic calming as well.

CITY SERVICES

Public Safety

Monthly Reports - pg 23

Chief Chuck Williams stated that the StarChase equipment approved in July had arrived and would be installed and officer would be trained, noting that they were going to invite Metro's Auto Theft Department to attend the training adding it could also be a good tool for them.

Approve the purchase of a utility vehicle, in the total amount of

\$18,869.65, under state contract pricing, from Columbia Powersports Supercenter. LLC for the Belle Meade Police Department - pg 29

Chief Williams stated the purchase had been approved and the funds are in the budget noting Columbia Powersports Supercenter is on state contract and requested approval for the purchase.

A discussion ensued about uses, lighting, markings and storage.

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

Health and Sanitation

Monthly Reports - pg 37

Assistant Public Works Director McVay wanted to recognize Dylan Hood for his hard work handling all the departments calls during his and Director Smith's absence due to illness.

Building/Zoning/Planning

Monthly Reports - pg 45

Building Consultant Pieri reviewed the reports of the past month, noting he would begin working on code enforcement issues, and would provide additional details on that at the next meeting.

Waste Collection - No Matters

Beautification/ Landscape

Monthly report - Laura Katherine Wood

Wood stated that Mr. Colclasure on Millrace Lane, had requested the city put in an island at the dead-end of Millrace Lane adding that he would light and water it. Wood stated while the Beautification Committee thought it was a good idea, they could not approve it and were presenting it to the Commissioners for consideration.

A discussion ensued about the proposal and next steps; it was determined to present the plans to Public Works.

Wood also updated the commissioners on the past Garden Tours their successes, and the September tours.

Wood noted that the committee continues to work on plans for the Belle Meade Boulevard project and Caldwell property project.

City Communications and Technology - No Matters

ADMINISTRATION

Finance

Financial Statements - June 2023 pg 51

Finance Director Leigh Mills provided highlights on the city financials and

year end details of expenses compared to budget.

Investment Schedules - pg 61

Approval of Invoices Over \$5,000 pg 63

Wascon - \$11,216.58

Wascon - \$18,694.30

Clean Earth Collections LLC - \$8,702.50

Commonwealth Chemical Inc - \$24,300.00

KCI Technologies, Inc - \$7,094.50

Municipal Inspection Partners - \$5,550.00

Cummins Sales and Service - \$5,765.77

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

Facilities

Approve City Hall Generator Repairs with Cummins Sales and Service in the total amount of \$5,765.77 - pg 71

City Manager Moody stated that during a recent storm the generator for the building did not come on as it should have, it was determined a control board was needed; Moody noted that it was a critical piece of infrastructure and it was necessary to make the repairs, and she was asking for the commissioners to approve the expense.

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

Human Resources / Personnel

City Manager Moody recognized City Recorder Rusty Terry had received his certification from the state, as is required by the state comptrollers office.

Moody also recognized Mary Samaniego in her new role as Planning Director.

LEGISLATION

PUBLIC HEARING ON ORDINANCE 2023-6 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 pg 75

The Public Hearing was opened by Mayor Moore, there being no questions or comments from the public, the hearing was closed.

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 - pg 77

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

OTHER MATTERS

Commissioner Clayton updated the other commissioners on the progress of the first City of Belle Meade Christmas Parade.

Mayor Moore asked that the commissioners look at moving the September 20, 2023 meeting to September 13, 2023 as two commissioners will be out.

City Manager Moody stated that the General Election will be held on September 14, and that setup for voting is on Wednesday September 13, 2023.

Following a discussion of optional dates, Monday September 18, 2023 at 4:00 p.m. was selected.

Motion to move the Wednesday, September 20, 2023 meeting to Monday, September 18, 2023: Dale Second: Clayton Vote: All aye

The meeting adjourned at 5:30 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
8/1/2023	Repaired a backflow in island #2.			Belle Meade Blvd.		Nathan & Dylan	Completed	8/1/2023
8/1/2023	Looked at stump for removal		4400	Manor		Nathan	Completed	8/1/2023
8/1/2023	Picked up limbs			Deer Park/Pocket Park		Nathan	Completed	8/1/2023
8/2/2023	Picked up a planter box in one of the islands.			Island 19		Nathan	Completed	8/2/2023
8/2/2023	Picked up a cardboard box in a island.			Island 34		Nathan	Completed	8/2/2023
8/2/2023	Cleaned the spider webs off of City Hall and the shop.			City Hall		Dylan	Completed	8/2/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
8/3/2023	Cut a tree that fell on a car in the road.			Chickering Road		Nathan & Dylan	Completed	8/3/2023
8/3/2023	Replaced a yield sign in the island on Westover.			Westover / Harding Place		Nathan & Dylan	Completed	8/3/2023
8/4/2023	Pulled up all of the election signs.			City Hall		Larry & Dylan	Completed	8/4/2023
8/4/2023	Straightened a speed limit sign.			Harding Place		Nathan & Dylan	Completed	8/4/2023
8/7/2023	Hung up a picture in PD.			Police Department		Nathan & Dylan	Completed	8/7/2023
8/8/2023	Checked on a possible water leak.			Leake / Park Hill		Nathan & Dylan	Completed	8/8/2023
8/8/2023	Set up the court room for court.			City Hall		Nathan & Dylan	Completed	8/8/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
8/10/2023	Cleaned out catch basin.			Lynwood / Glen Eden		Dylan	Completed	8/10/2023
8/10/2023	Picked up trash from islands #15 and #34.			Belle Meade Blvd.		Dylan	Completed	8/10/2023
8/11/2023	Straightened a speed limit sign.			Iroquois		Dylan	Completed	8/11/2023
8/11/2023	Cut a large limb out of the road.		609	Westview		Dylan	Completed	8/11/2023
8/11/2023	Pulled a political sign on the side of the road.			Harding Rd / Clarendon		Dylan	Completed	8/11/2023
8/12/2023	Cut a tree out of the road.		4414	Iroquois		Dylan	Completed	8/12/2023
8/13/2023	Cut a tree out of the road.		1025	Chancery		Dylan	Completed	8/13/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
8/16/2023	Cleaned up the shop.			City Hall		Nathan & Dylan	Completed	8/16/2023
8/17/2023	Picked up a water heater laying on the side of the road.			Harding Place / Belle Meade		Nathan	Completed	8/17/2023
8/18/2023	Fixed the chair in dispatch			Police Department		Nathan & Dylan	Completed	8/18/2023
8/21/2023	Checked the LED cross walk signs to make sure they were working.			Harding Pl / Jackson Blvd		Nathan & Dylan	Completed	8/21/2023
8/22/2023	Picked up a bag of trash in the road.			Jackson / Belle Meade Blvd.		Dylan	Completed	8/22/2023
8/22/2023	Defrosted the mini fridge.			City Hall		Nathan	Completed	8/22/2023
8/23/2023	Straightened a street name sign.			Lynwood / Tyne		Dylan	Completed	8/23/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
8/23/2023	Straightened a stop sign.			Lynwood Ter. / Lynwood Blvd.		Dylan	Completed	8/23/2023
8/23/2023	Straightened a stop sign.			Westview / Lynwood		Dylan	Completed	8/23/2023
8/24/2023	Replaced a 30 MPH sign with a 25 MPH sign.			Enquier / Harding Pl		Nathan & Dylan	Completed	8/24/2023
8/24/2023	Replaced a 30 MPH sign with a 25 MPH sign.			Enquier / Iroquois		Nathan & Dylan	Completed	8/24/2023
8/24/2023	Replaced a 30 MPH signs with a 25 MPH sign.			Enquier / Leake		Nathan & Dylan	Completed	8/24/2023
8/25/2023	Cleaned up the dumpster area.			City Hall		Nathan	Completed	8/25/2023
8/25/2023	Cleaned up all of the trash in the back parking lot.			City Hall		Nathan	Completed	8/25/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
8/28/2023	Put out all of the flags.			Belle Meade Blvd		Nathan & Dylan	Completed	8/28/2023
8/28/2023	Put out all of the "Left lane for passing or turning" signs.			Belle Meade Blvd		Nathan & Dylan	Completed	8/28/2023
8/28/2023	Picked up trash out of the islands.			Belle Meade Blvd.		Nathan & Dylan	Completed	8/28/2023
8/30/2023	Straightened a stop sign.			Forsythe / Westview		Dylan	Completed	8/30/2023
8/30/2023	Fixed the paddle bored sign that was hit and knocked over.			Park Hill		Dylan	Completed	8/30/2023
8/31/2023	Fixed the front door of City Hall so it will lock.			City Hall		Nathan & Dylan	Completed	8/31/2023



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody
Date: September 18, 2023
Re: Bid Award to JR & Associates for Creek Debris Removal and Maintenance

BACKGROUND

As part of its stormwater maintenance program, the City of Belle Meade annually contracts for labor and equipment to clear out fallen trees, remove undergrowth, and other debris from select creek reaches within the City. The contract is initially for one-year but may be extended up to an additional year.

A bid notice was advertised in the Belle Meade News and on the City's website. Proposals received were opened at 10 a.m. on Monday, September 11, 2023 at City Hall. Only one responsive bid was received from JR & Associates. The bid proposal package, providing unit costs for equipment and labor, has been reviewed by the City Manager, Public Works Director and the City's contracted Stormwater Engineer, Steve Casey, for completeness and is recommended for approval by the Board of Commissioners.

Upon review, there are no increases in the unit costs for equipment rental and most labor rates have been decreased. Overall, the bid proposal appears to have changed very little from the prior two years. JR & Associates have been the successful bidder for this work since the City began cleaning creeks in the mid-1990s. They are familiar with the contract requirements and the TDEC restrictions for working in and around the creeks. They employ a dependable, hardworking crew and work very well in cooperation and under the guidance of the Belle Meade Public Works Department.

RECOMMENDATION

The Board is recommended to approve the Bid Award and Contract with JR and Associates for the annual Creek Debris Removal and Maintenance work for FY 2023-2024, in a total amount not to exceed \$140,000.

FISCAL IMPACT

The City budgets annual for this work in the General Fund under Stormwater – Maintenance and Repair -Other. For FY 2023-2024, \$140,000 has been budgeted in the account number 110-43150-

269 and the contracted work will not be allowed to exceed the funds budgeted, without additional approval from the Board of Commissioners.

ATTACHMENTS

Bid Summary

JR & Associates Unit Cost Proposal

List of Creek Areas for FY 2023-2024



CITY OF BELLE MEADE
BID OPENING – September 11, 2023 – 10:00 am CST
Creek Debris Removal and Maintenance FY 2024
(with possible 1-year extension for FY 2025)

Bidder Name	Total Bid Price	State License with Expiration Date (Y / N)	Iran Divestment Certification (Y / N)	Drug-Free Affidavit (Y / N)
JR & Associates	Unit Costs (see attached)	Y	Y	Y

CITY OF BELLE MEADE
CREEK DEBRIS REMOVAL MAINTENANCE PROJECT – 2023

BIDDER NAME: JK + Associates

Item	Description	Rate/ Hour
A. Equipment Rental Schedule		
1	Tandem or Tri-axle trucks	55.00
2	Single axle truck	40.00
3	Pickup truck	30.00
4	Bobcat loader	35.00
5	Rubber tired backhoe	55.00
6	Other (list <u>Chain saws, wood chips, pond scoops, oil</u>)	50.00
B. Labor <u>wood chips, pond scoops, oil, rakes etc. (camera media)</u>		
1	Superintendent	25.00
2	Lead person (foreman)	20.00
3	Laborer:	
	Class A (No. of Laborers <u>3</u>)	15.00
	Class B (No. of Laborers <u>2</u>)	12.00
	Others (No. of Laborers <u> </u>)	
4	Truck Driver	18.00
5	Power Equipment Operator	15.00
	Class A (No. of Operators <u>1</u>)	12.00
	Class B (No. of Operators <u>1</u>)	12.00
	Others (No. of Operators <u>1</u>)	12.00
C. Materials		Rate/Ton
1	Sediment Filter Bag & Pump	Each \$ 120.00
2	Sand Bags	Each \$ 8.00
3	Straw Rolls	Rate/LF \$ 1.10
4	Seeding & Mulching	Rate/SY \$ 8.00

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Rates on all equipment Includes all Dumping fees!

Notes:

- 1) Rates are to be determined by Bidder.
- 2) Contractor shall be paid based on actual equipment, labor, and material utilized. Contractor shall submit certified records showing amount of hours and quantity of materials used for each category for which payment is being requested.
- 3) Laborer and Equipment Operator Classifications are based upon Tennessee Department of Transportation Classifications.
- 4) Silt fence with backing and stone shown in EC-STR-2 Sediment Filter Bag are not required for the work of this contract.

We, the undersigned Bidder, declare that this proposal is made without connection with any other person or persons making proposals for the same work and that it is, in all respects, fair and in good faith without collusion or fraud.

License # <u>57339</u>	Respectfully submitted, <u>JR+ Associates</u> Contractor Name
Expiration date of same <u>May 31 - 2024</u>	By <u>[Signature] (owner)</u> Title
Addendum #1 <u>/</u>	Address <u>907 Fairhead</u>
Addendum #2 <u>/</u>	<u>Dickson TN 37025</u>
Addendum #3 <u>/</u>	Telephone <u>615-289-2486</u>

CREEK DEBRIS REMOVAL MAINTENANCE CONTRACT**CREEK AREAS NEEDING DEBRIS REMOVAL****LIST IS IN ORDER OF PRIORITY FOR THE FISCAL YEAR 2023-2024****(Please refer to Attachment 3, the color map with numbered locations)**

<u>AREA</u>	<u>CREEK LOCATION</u>
35.	Bridge at Jackson Boulevard and Harding Road
34.	Richland Creek at The Temple
31 – 33.	Leake Avenue to Belle Meade Mansion
17.	Branch culvert under Belle Meade Boulevard
18.	Branch culvert under Belle Meade Boulevard
16.	Creek culvert under Chancery Lane
19.	Culvert under Forsythe Place
15.	Herbert Place to Chancery Lane
14.	Chickering Road to Herbert Place
1.	Chickering Road to Chickering Lane
27.	Belle Meade Boulevard to Enquire Avenue
26.	Culvert under Belle Meade Boulevard to Iroquois Avenue
25.	Shepard Place to Belle Meade Boulevard
22.	Branch culvert under Lynwood Boulevard
45.	Sugartree Branch at Lynwood Boulevard
44.	407 Westview ending at St. Georges
21.	804 Westview Bridge



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay, Assistant Public Works Director
Date: September 18, 2023
Re: Annual Holiday Wreaths

Background

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

For several years, the City has purchased wreaths from the Boy Scouts that have been of good quality and provided with excellent service. Again, this year, the Boy Scouts are the apparent lowest price and therefore, are the recommended vendor for this purchase.

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

Recommendation

The Board is recommended to approve purchasing wreaths from the Boy Scouts of America, at a total anticipated cost not to exceed \$5,500.

Fiscal Impact

Currently, \$46,575 is available for Horticultural Supplies and Services in the Beautification Fund account number 123-44730-321. This account also supports the purchase of bedding plants, bulbs, new and replacement trees, and boxwood treatments.

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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: September 18, 2023
Re: Updates on Grant Projects

1. TDOT – HARDING PL SIDEWALKS – as of 9/11/23

- a. Our project engineers have worked on pulling together property deeds and performing research necessary for the project. Letters to property owners have been mailed and survey field work is currently being completed by CEC. Next, Benesch will begin preliminary design of the sidewalk layout.

2. TDEC – SEWER COLLECTION SYSTEM - ASSET MANAGEMENT PLAN, TELEMETRY PROJECT

- a. Submitted required Title VI documentation to the Grant Management System and 100% of city employees have completed the annual Title VI training as of 9/08/2023.
- b. Next step is to develop and advertise a Request for Qualifications for Engineering Services to assist us with development of an Asset Management Plan for the Sewer Collection System.

3. ARPA – WALNUT DR PROJECT and CULVERT REHAB AT SUTHERLAND/BMB – as of 09/08/2023

- a. Culvert replacement at Sutherland/BMB – Construction is complete; CEC engineers are conducting final inspection and review of the final invoice prior to payment.
- b. The Walnut Drive Project continues to be in final design phase. The project team continues to work towards obtaining Easement Agreements from two property owners, each property serves as the only outlet points for the drainage area. Also, final design completion is awaiting data from geotechnical sampling of the roadway base and subgrade soils. Meetings were held with multiple property owners this past week. A project webpage is being developed that will include copies of plan sheets so neighbors can see the overall design. Also, regular email updates to neighbors will be reinitiated as soon as the webpage is complete.
- c. Completed US Treasury annual reporting prior to April 30th deadline and we have spent about \$175,000 of the \$848,000 in federal funding awarded (this is about 20%).

4. MASTER PLAN PROJECT – TRAFFIC CALMING – KCI ENGINEERING – as of 9/08/2023

- a. Data collection efforts are completed and have been internally reviewed for quality control. A summary has been provided highlighting the key findings for each study street and outlining next steps.

- b. The team is now identifying locations and types of traffic calming improvements that would be appropriate to address the observed behaviors.
- c. Jennifer, Mary and Laura Katherine participated in a coordination meeting on September 1st with KCI and the Beautification Committee to discuss considerations for the final recommended treatments on Belle Meade Boulevard.

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

Call Type	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
Alarms	34	43	34	39	46	42	38
Arrests	19	7	8	9	12	9	9
Burglary	0	0	0	0	1	0	1
Citations Issued	334	388	304	301	337	415	315
Community Contacts	162	229	240	221	229	280	221
Fingerprint Customers	32	17	27	21	26	20	11
House Checks	626	986	560	799	851	1,157	704
LPR Camera Hits	13	5	5	8	7	10	10
Non-Residential Checks	855	922	799	959	874	912	787
Reports Taken	34	18	29	27	23	29	19
Theft of Property	4	0	0	3	2	1	0
Traffic Crashes	9	7	12	7	3	6	5
Total Patrol Miles	9,357	10,114	8,472	9,264	8,328	10,811	9,171
P.D. Monthly Revenue	\$28,793.80	\$27,786.84	\$26,892.45	\$19,550.87	\$20,935.65	\$9,112.70	\$18,559.05

Belle Meade Police Department
Monthly Statistics

August 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	19	20	20	7	13	1	1			3	11	64	56	832
Cloxtan	12	21	15	3	28	1			1			63	84	645
Corter	15	5	5	2	2							89	96	717
Doty	9	8	15	10	2	3			1			67	80	743
Dunn		2	3	1										85
Germany	3	12	24	12	26		1							288
Linane	13	12	13	4		2			1			54	89	923
Parrish	23	10	16	4	2	3	1		1			55	104	746
Read	27	74	54	17	70	3			1	3		6	4	785
Roark	23	49	58	34	56	1			1			41	24	909
Samol	24	20	18	6	2	1			1			75	126	879
Scarbrough	18	11	14	5	13	2	1		1	4		71		614
Wright	29	10	15	5	7	2	1			1		116	124	621
Yokley		61	52	31					1			3		384
Totals:	215	315	322	141	221	19	5	0	9	11	11	704	787	9,171

LPR REPORT – AUGUST 2023

Wanted Person - 1

- 1 - Officers located and stopped the vehicle. Subject was taken into custody and turned over to Mt. Juliet Police.

Missing Person - 2

- 1 - Officers located and attempted to stop the vehicle. The vehicle fled and officers terminated the pursuit. Metro later advised both missing subjects had been taken into custody.
- 1 - Officers located and stopped the vehicle. The missing person was not in the car but had been located earlier that day.

Stolen Tag - 2

- 1 - Officers located and stopped the vehicle. The stolen tag was seized and the driver was charged.
- 2 - Officers located and attempted to stop the vehicle but the driver refused to stop. Metro was notified and officers did not pursue.

Stolen Vehicles - 4

- 1 - Officers checked the area but were unable to locate the vehicle.
- 1 - Officers located and stopped the vehicle. The driver was taken into custody and the vehicle was towed for the owner to retrieve.

LPR REPORT – AUGUST 2023

- 2 - Officers located and attempted to stop the vehicle but the driver refused to stop. Metro was notified and officers did not pursue.

Bolo - 1

- 1 - The vehicle had been entered into the LPR system due to a stalking case with one of the Belle Meade residents. Officers located the observed the vehicle until it exited the city limits without incident.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

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
Jul-23	1621.122	160.372	99.224	0.000	50.300
Aug-23	1723.780	138.584	187.860	0.000	22.813

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

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
Jul-23	\$5,206.58	\$509.00	\$298.85	\$0.00	\$144.03
Aug-23	\$5,920.93	\$478.23	\$631.80	\$0.00	\$76.31



Police Department Monthly Report September 2023

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: August 11, 2023 to September 5, 2023

NEW CASES ASSIGNED

23-0207 Matter of Record At this time we are investigation a complaint of fraudulent activity concerning a real estate matter. Investigation is continuing to determine if a criminal act has been committed.

23-0212 Burglary. Non-residential burglary. Home has been vacant for extended period of time.

Continuing Investigations:

Grand Jury Presentation: Major felony indictments on out

Mail theft investigations continuing. Assisting residents with reports and problems arising from these events.

ASSISTING OTHER AGENCIES

Metro Nashville Police - Belle Meade resident filed a fraud report with the Metro Police Department. I will be doing the investigation on this matter.

Stolen vehicle from Green Hills area. Suspects and vehicle traveled thru and left the Belle Meade area. Video footage requested and given.

Working with Fraud Investigators on cases related to ongoing Belle Meade investigations.

Wilson County Sheriff's Department. Ongoing investigation into identity theft, money laundering, fraud and forgery

Assisting Residents.

Assisted resident with securing a building that had been vandalized.

Assisted resident with a public records background check.



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: September 6, 2023
Re: Traffic Safety Grant

BACKGROUND

The Belle Meade Police Department was awarded a \$20,000 grant from the Tennessee Highway Safety Office (THSO) for traffic enforcement. The grant will help cover the cost of our two part-time traffic enforcement officers, travel for training, and purchase equipment for the department.

RECOMENDATION

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

FISCAL IMPACT

This will be a reimbursement grant and will not impact the budget.

ATTACHMENTS

Grant Contract
Grant Budget

06-21-23 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2023		End Date September 30, 2024		Agency Tracking # Z24THS020	Edison ID 78563 (PT)
Grantee Legal Entity Name Belle Meade Police Department					Edison Vendor ID 4055
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.600 Grantee's fiscal year end - June 30			
Service Caption (one line only) Network Coordinator					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$20,000.00			\$20,000.00
TOTAL:		\$20,000.00			\$20,000.00
Grantee Selection Process Summary ☒ Competitive Selection Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN. ☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

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

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

Grantee Edison Vendor ID # 4055

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

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

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

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policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

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

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

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- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.
- B. TERM OF CONTRACT:**
- This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- C. PAYMENT TERMS AND CONDITIONS:**
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

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- and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

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construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

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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.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

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Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Chuck Williams, Chief
 Belle Meade Police Department
 4705 Harding Road
 Nashville, Tennessee Tennessee 37205
 cwilliams@citybellemeade.org
 Telephone # (615) 297-0241
 FAX # (615) 297-0255

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. 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.

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- 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.

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.

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

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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 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.

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- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

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offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- 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 subsection 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 subsections a-d.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

Federal Funding Accountability and Transparency Act (FFATA).

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

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The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

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- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Belle Meade Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

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ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Belle Meade Police Department
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	69A37523300004020TN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$20,000.00
Total amount of federal funds obligated to the subrecipient	\$20,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,971,702.69
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT ONE
PAGE 1

GRANT BUDGET				
Agency Name: Belle Meade Police Department				
Project Title: Network Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$10,000.00	\$0.00	\$10,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$7,000.00	\$0.00	\$7,000.00
11, 12	Travel, Conferences & Meetings	\$3,000.00	\$0.00	\$3,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$20,000.00	\$0.00	\$20,000.00
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 Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf). 2. Applicable detail follows this page if line-item is funded.				

ATTACHMENT ONE
PAGE 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: September 18, 2023
Re: Traffic Safety Grant

BACKGROUND

The Belle Meade Police Department was awarded a \$36,000 grant from the Tennessee Highway Safety Office (THSO) for traffic enforcement, specifically related to alcohol countermeasures highway safety projects as defined in the Tennessee Highway Safety Plan. The grant will help cover the cost of out two part-time traffic enforcement officers and purchase equipment for the department.

RECOMENDATION

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

FISCAL IMPACT

This will be a reimbursement grant and will not impact the budget.

ATTACHMENTS

Grant Contract
Grant Budget

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 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2023		End Date September 30, 2024		Agency Tracking # Z24THS019	
Edison ID 78559 (AL)					
Grantee Legal Entity Name Belle Meade Police Department					Edison Vendor ID 4055
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.607 Grantee's fiscal year end - June 30			
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$36,000.00			\$36,000.00
TOTAL:		\$36,000.00			\$36,000.00
Grantee Selection Process Summary ☒ Competitive Selection Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN. ☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

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

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

Grantee Edison Vendor ID # 4055

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

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

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

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policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

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

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

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- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Six Thousand Dollars and Zero Cents (\$36,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

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- and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

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construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

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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.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

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Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Chuck Williams, Chief
 Belle Meade Police Department
 4705 Harding Road
 Nashville, Tennessee Tennessee 37205
 cwilliams@citybellemeade.org
 Telephone # (615) 297-0241
 FAX # (615) 297-0255

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. 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.

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- 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.

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.

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

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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 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.

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- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

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offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- 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 subsection 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 subsections a-d.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

Federal Funding Accountability and Transparency Act (FFATA).

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

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The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

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- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Belle Meade Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

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ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Belle Meade Police Department
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	69A37523300001540TNA
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$36,000.00
Total amount of federal funds obligated to the subrecipient	\$36,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,552,732.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT ONE
PAGE 1

GRANT BUDGET				
Agency Name: Belle Meade Police Department				
Project Title: Enforcement of Tennessee Driving Under the Influence Laws				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$18,000.00	\$0.00	\$18,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$18,000.00	\$0.00	\$18,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$36,000.00	\$0.00	\$36,000.00
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 Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf). 2. Applicable detail follows this page if line-item is funded.				

Jennifer Moody

From: Charles Williams
Sent: Tuesday, September 12, 2023 12:09 PM
To: Jennifer Moody
Subject: FW: SAFETY PARTNERS GRANT NOTIFICATION LETTER

Follow Up Flag: Follow up
Flag Status: Flagged

FYI- This money will be used to offset bulletproof vests purchases.

Chuck

From: Tahtia Mitchell <TMitchell@PEpartners.org>
Sent: Tuesday, September 12, 2023 11:58 AM
To: Charles Williams <CWilliams@citybellemeade.org>
Subject: SAFETY PARTNERS GRANT NOTIFICATION LETTER



September 12, 2023

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

Subject: “SAFETY PARTNERS” MATCHING GRANT – APPROVED STATUS

Congratulations! This letter serves as official notification to the Belle Meade, City of that you have been **approved** for the 2023-2024 “Safety Partners” Matching Grant Program, for which you applied.

A Grant in the amount of \$1,500.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to at least \$3,000.00 to be eligible to receive the full reimbursement of \$1,500.00. Your 2023-2024 Priority Classification Rating is Class IV.

Important! The deadline for all reimbursement receipts is April 1, 2024. If you have already sent us **proof of payment** for approved purchases, you will be receiving your Grant check shortly. If you have not sent this information, please do so by **April 1, 2024**, along with a copy of this notification. Please keep in mind that if we do not receive reimbursement items in a timely manner you may jeopardize your eligibility to receive funding the

following fiscal year. If proof of payment is not received by this date, your reimbursement dollars may be reappropriated. Your check will not be processed until we have verification of payment. Please see list of mandatory items needed for reimbursement below.

GRANT REIMBURSEMENT CHECKLIST:

1. "Notification of Approval" letter
2. Signed Resolution/Motion
3. Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.
4. Two proofs of payment which must include the following:
 - A. CANCELLED check/bank statement OR credit card receipt/credit card statement OR Automated Clearing House (ACH) OR Automated Funds Transfer (AFT)
 - B. Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.

Forward all receipts/documentation to:
Tahtia Mitchell
Grant & Scholarship Program
Email: Tmitchell@PEpartners.org or Fax: 615-371-9212

Best Regards,



Chester Darden
Director of Loss Control

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

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
8/1/2023	423	Sunnyside Dr	Dylan Hood	Issues	Broken discharge line	☒	Repaired the discharge line.		
8/2/2023	520	Jackson Blvd	Nathan McVay	Backing Up	Internal issues pump working fine.	☒			
8/3/2023	908	Westview Ave	Dylan Hood	Red Light	T/R 240 11.6	☒			
8/7/2023	917	Chancery Ln	Dylan Hood	Issues	Pumps working fine.	☒			
8/7/2023	208	Lynwood Ter	Dylan Hood	Red Light	T/R 240 14.6	☒			
8/7/2023	113	Westhampton	Dylan Hood	Red Light	T/R 242 11.2	☒			
8/14/2023	618	Enquirer Ave	Dylan Hood	Red Light	Bad Pump	☒	Replaced Pump	WH447169	Replacement
8/14/2023	411	Royal Oaks Dr	Dylan Hood	Odor	Pump is good but alarm float was bad.	☒	Replaced alarm float		
8/15/2023	506	Park Center A	Nathan McVay	Red Light	Bad Pump	☒	Replaced Pump	WGL20-21	Replacement

Monday, September 11, 2023

Page 1 of 2

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
8/16/2023	400	Sunnyside Dr	Dylan Hood	Red Light	Bad Pump	☒	Replaced Pump	WH609537	Replacement
8/21/2023	512	Parmer Ave.	Dylan Hood	Start Up	Start Up	☒		WH852841 WH852836	New Construction
8/23/2023	4433	Georgian Pl	Nathan McVay	Red Light **	T/R 240 10.6	☒			
8/28/2023	402	W Brookfield A	Dylan Hood	Red Light	No red light but the on float was hung under the pump.	☒	moved the on float.		
8/28/2023	4312	Glen Eden Dr	Dylan Hood	Seeping	Breaker was tripped in control box	☒	Reset breaker		
8/28/2023	1216	Canterbury Dr	Dylan Hood	Red Light	T/R 243 12.8	☒			
8/28/2023	208	Lynwood Ter	Dylan Hood	Red Light	Bad run capacitor	☒	Replaced run capacitor		
8/30/2023	408	Jackson Blvd	Nathan McVay	Seeping	Broken discharge line	☒	Fixed the discharge line		

Monday, September 11, 2023

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City of Belle Meade**Aug. 23 TN One Calls**

Ticket Number	Work Street	Work Done For
232131777	SUNNYSIDE DR	REAL LECLERC
232133182	ELLENDAL AVE	M T DANIELS CONSTRUCTION
232133506	MILLRACE LN	PIEDMONT
232133859	WARNER PL	HOMEOWNER
232135138	CHICKERING RD	COMCAST
232142354	WALNUT DR	COMCAST
232143603	HARDING PL	MARK STEVEN
232151587	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
232151600	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
232151828	NICHOL LN	COMCAST
232153278	CHICKERING RD	AT&T
232161846	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
232161922	SCOTLAND PL	CULLEN AND KERRY ROBERTS
232161932	LYNNWOOD TER	WILSON SISK
232161969	HARDING PL	PIEDMONT NATURAL GAS
232161974	HARDING PL	PIEDMONT NATURAL GAS
232163077	DEER PARK DR	PIEDMONT
232163673	HOWELL PL	ELIZABETH BRUNS
232163776	SCOTLAND PL	RICHARD FRANCIS
232163782	BONAVENTURE PL	KRISTY EDWARDS
232171028	WESTHAMPTON PL	BONNERS LAWN AND LANDSCAPING
232192154	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
232192395	ROYAL OAKS DR	MITCH PUIN
232193614	HARDING PL	NDOT
232194664	LYNNWOOD BLVD	AT&T
232204111	HARDING PL	PIEDMONT
232204292	BELLE MEADE BLVD	PIEDMONT
232204400	ELLENDAL AVE	PIEDMONT
232205008	LYNNWOOD BLVD	TRACE CONSTRUCTION
232205023	HARDING PIKE	JOSH LEEFEVER CONSTRUCTION
232205805	LYNNWOOD BLVD	MARGARET LOVETT
232206405	DAVIDSON RD	MIDDLE TENNESSEE INFRASTRUCTURE
232211349	EVELYN AVE	PRESTON RESIDENCE
232212987	WESTOVER AVE	BILL MCKNIGHT
232213167	WEBSTER LN	HOMEOWNER
232213452	ELLENDAL AVE	ATT
232221337	BELLE MEADE BLVD	NES REF NUM 220302113
232221938	DEER PARK DR	HOMEOWNER
232223662	HARDING PL	BELLE MEADE TER
232224152	LYNNWOOD TER	ATT
232232020	JACKSON BLVD	JIMMY CARTWELL
232232394	NICHOL LN	PIEDMONT
232233043	LYNNWOOD BLVD	LYNN WOODS
232262428	WESTVIEW AVE	GRACE CLAYTON
232262646	CLARENDON AVE	NES REF NUM 221102013
232262930	ROYAL OAKS DR	MITCH PUIN

City of Belle Meade**Aug. 23 TN One Calls**

232263419	HARDING PIKE	COMCAST
232264015	CHICKERING RD	HOMEOWNER
232264764	ROYAL OAKS DR	MITCH PUIN
232264945	ROYAL OAKS DR	MITCH PUIN
232271966	ELLENDALE AVE	PIEDMONT
232272240	CHICKERING RD	SABIA CONSTRUCTION
232281269	ROYAL OAKS PL	PIEDMONT
232281714	NICHOL LN	PEIDMONT
232282895	MILLRACE LN	NASHVILLE SITE WORKS
232284115	MILLRACE LN	PIEDMONT
232294265	LYNNWOOD BLVD	LYNN WOODS
232294347	CHICKERING RD	SHAWN POKRANT
232294437	HARDING PL	METRO WATER AND SEWER
232301537	CARRIAGE HILL	JESSICA DOUGLAS
232301552	JACKSON BLVD	HOOGLAND
232301621	JACKSON BLVD	PIEDMONT
232302013	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
232302096	WESTOVER AVE	JAY AND ROANNE MCKNIGHT
232303273	WESTOVER AVE	BILL MCKNIGHT
232331284	CHICKERING RD	AT&T
232332064	ROYAL OAKS DR	MITCH PUIN
232332362	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
232332497	DEER PARK DR	PIEDMONT
232333234	MILLRACE LN	PROPERTY OWNER
232333892	LYNNWOOD BLVD	H & R PROPERTIES
232334291	BELLE MEADE BLVD	ASHLEY
232334923	BELLE MEADE BLVD	PIEDMONT
232335043	ELLENDALE AVE	PIEDMONT
232336010	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
232336024	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
232341563	DAVIDSON RD	MIDDLE TENNESSEE INFRASTRUCTURE
232343237	WESTVIEW AVE	JOHN DABROIK
232343772	DEER PARK CIR	HOMEOWNER
232343879	IROQUOIS AVE	MAGGIE OCONNER
232344452	BELLE MEADE BLVD	HOMEOWNER
232345177	PEMBROKE AVE	JENNIFER GRAY
232345339	HARDING PL	METRO WATER AND SEWER
232346311	IROQUOIS AVE	ATT
232346355	CARRIAGE HILL	OWEN BUILDERS
232346680	HARDING PL	RICHLAND
232352301	CHICKERING LN	COMCAST
232352782	HARDING PL	ERIC & LINDSEY MORRISON
232353396	TYNE BLVD	TENNESSEE VALLEY HOMES
232353603	ELLENDALE AVE	COMCAST
232354272	CANTERBURY DR	CASTLE HOMES
232354288	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
232354408	LYNNWOOD BLVD	TRACE CONSTRUCTION

City of Belle Meade**Aug. 23 TN One Calls**

232361595	PARK HILL	MANUEL RUSS
232361864	NICHOL LN	HOMEOWNER
232362560	LYNNWOOD BLVD	TRACE CONSTRUCTION
232362573	HARDING PIKE	JOSH LEEFEVER CONSTRUCTION
232363357	CHICKERING LN	AT&T UTILITY OPERATIONS
232371324	ELLENDALE AVE	ATT
232372235	NICHOL LN	LYNDA GILLMORE
232372481	LYNNWOOD BLVD	COMCAST
232373331	LYNNWOOD BLVD	NES REF NUM 220802318
232373558	WEBSTER LN	HOMEOWNER
232401150	LYNNWOOD TER	ATT
232404395	HARDING PL	METRO STORMWATER
232405681	SCOTLAND PL	CULLEN AND KERRY ROBERTS
232405686	LYNNWOOD TER	WILSON SISK
232412712	ELLENDALE AVE	PIEDMONT
232413665	IROQUOIS AVE	MAGGIE OCONNER
232414099	CHICKERING RD	HOMEOWNER
232422464	JACKSON BLVD	DONNA MASTRAN
232422748	MILLRACE LN	PIEDMONT
232424281	CANTERBURY DR	JEFF KEETER
232424926	ELLENDALE AVE	MAX GOLDBERG
232431296	LYNNWOOD LN	AT&T UTILITY OPERATION
232432653	IROQUOIS AVE	HOMEOWNER
232433673	BELLE MEADE BLVD	BANKS LINK
232434105	WESTVIEW AVE	CITY OF BELLE MEADE
232434186	SUNNYSIDE DR	CITY OF BELLE MEADE

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
Doug Berry, City Attorney

From: Jennifer Moody

Date: September 18, 2023

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

BACKGROUND

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

The terms of the Agreement explain that the City of Belle Meade will pay a wholesale rate that is to be adjusted on October 1st of each year. In the initial year, and every 5-years thereafter, the wholesale rate is determined based upon a third-party consultant's rate study. All wholesale customers participate in selection of the third-party consultant and share in the cost of the study. In the intervening years, the rate is adjusted (increased or decreased) based up the lesser of two indices – one is the NACWA Service Charge Index and the other is the Consumer Price Index – All Urban Consumers (CPI-U).

The City received a notice, dated August 16, 2023, that the new wholesale rate effective October 1, 2023 will be \$1.53 per CCF. This is a 4.5% increase over last year's rate and is based upon the NACWA Service Charge Index, which was significantly lower this year than the CPI-U of 8.5%. Below is the history of wholesale rates during the current 5-year period.

Year	2019	2020	2021	2022	2023
Utility Price	\$1.38	\$1.40484	\$1.4217	\$1.46	\$1.53
Lowest Index of Two:					
NACWA	-	3.80%	2.90%	3.10%	4.50%
CPI-U	-	1.80%	1.20%	5.30%	8.50%

The last rate study was conducted in 2019. A new rate study will need to begin in late 2023/early 2024 to reset the base rate for an effective date on October 1, 2024. Mr. Jim Snyder, External Affairs Legislative Director with Metro Water and Sewer Services, has been extremely helpful explaining the background of the City's relationship with Metro. He advises that we should expect communication from him in October or November of this year regarding our participation in hiring a consultant for the rate reset study. He stated that Metro budgets approximately \$80,000-100,000 for the study and that the actual cost will be shared among all

wholesale customers (approx. seven cities). In early calendar year 2024, the rate study will be developed and, similarly, with this being the last year of the current Agreement, they intend to provide a draft of a new 10-year Agreement.

BELLE MEADE SEWER USER FEES

The City of Belle Meade collects a “Belle Meade Surcharge” which is a user charge that generates revenue for the maintenance of the City of Belle Meade’s sewer collection system. The current sewer charges, as of July 1, 2023, are \$3.26 per 100 cubic feet of water consumed, with a minimum of \$30.03 per month per user. This rate was a 2% increase implemented based upon a 2021 rate study by Mr. Buddy Petty of RateStudies, Inc.

Year	2019	2020	2021	2022	2023	2024	2025	2026
Belle Meade Sewer User Surcharge	\$2.85 (-)	\$2.85 (-)	\$3.14 (10%)	\$3.20 (2%)	\$3.26 (2%)	\$3.32 (2%)	\$3.39 (2%)	\$3.46 (2%)

Prior to the 2021 study, the City maintained a rate of \$2.85 per 100 cubic feet for five years (2016-2020). The recommended rates for 2022-2026 included a 10% increase for FY 21/22, a 2% increase for each fiscal year after. In 2021, at the time the study was delivered, these increases were anticipated to support the operations of the Sewer Fund, including depreciation, and provide sufficient cash to cover Metro Services fee increases and fund the Wastewater Capital Improvement Plan.

However, in the last two year, the actual cost of Metro Sewer Services and their related fee to the City of Belle Meade has increased at rates much higher than those assumed under the study. The study assumptions were that the Metro Services fee would average 1.5% annual increases. Historical trends would have supported that prior to 2022. More recently, the actual 4-year average is 2.65% with last year being a 3.10% increase and the new 2023 rate being an increase of 4.5%.

Recommendation

No action is requested tonight. The Board is recommended to review all attachments in preparation for future agenda items related to the wholesale rate reset study and contract renewal with Metro Nashville. Additionally, the City Manager and Finance Director intend to contact Mr. Buddy Petty, who developed the rate recommendations for the City’s Sewer Fund, to request that he update the underlying assumptions and revise recommendations for FY 2025 and FY 2026. New recommendations will support future rate adjustment recommendations that will be presented to the Board of Commissioners for approval.

Fiscal Impact

The City’s budget adopted for this fiscal year did not anticipate these more significant increases in the Metro wholesale rate. We will need to monitor our receipts after the October 1st rate goes into effect and it could result in the need for a budget amendment. Based on the last two Metro fee increases, it is likely that the Board consider making annual adjustments for sewer user charges greater than 2% to proactively prevent needing to make a single, larger adjustment in the future.

Attachments

Agreement expiring October 1, 2024
New Rate Notice dated August 16, 2023
2022 Cost of Clean Water Index, NACWA
Belle Meade User Fee Rate Study, 2021

AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of Aug., 2014, by and between the Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Belle Meade ("Customer").

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

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

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

THE PARTIES AGREE AS FOLLOWS:

1. Effective Date; Term. This Agreement shall become effective only after its approval by the Metropolitan Council and filing with the Metropolitan Clerk. The term shall commence on October 1, 2014 and end on October 1, 2024.
2. Transportation and Treatment Service. Metro agrees to accept into the Metro System sewage flows from the Customer System for transportation and treatment.
3. Billing. The parties agree that Metro will read the water meters for Customer's water and sewerage customers and, based on the meter readings obtained, bill such customers for:
 - a. water service at the applicable rates set forth in the Metropolitan Code of Laws; plus
 - b. sewerage service at the Utility Price established in this Agreement; plus
 - c. a surcharge of 10% of the amount due for sewer service as provided in BL2010-790; plus
 - d. an administrative fee of 10% of the charges due for wholesale sewerage service at the Utility Price; plus
 - e. a surcharge ("Belle Meade Surcharge") as directed by Customer.
4. Surcharge Payments. Once each month, Metro will remit all Belle Meade Surcharge payments collected on behalf of Customer in the previous month.

5. Metro Transportation and Treatment Utility Price. The Utility Price on October 1, 2014 shall be \$1.30 per hundred cubic feet of flow.
6. Annual Utility Price Adjustments. On October 1 of each year during the term of this Agreement, the Utility Price shall be adjusted for the following calendar year.
 - a. For the calendar years beginning October 1 of each year except 2019, the Utility Price then in effect shall increase or decrease by a percentage equal to the smaller of: (1) the percentage increase or decrease from the previous calendar year in the Service Charge Index compiled and published by the National Association of Clean Water Agencies; or (2) the percentage increase or decrease from the previous calendar year of the annual average in the Consumer Price Index – All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics. If one of the indexes identified in this paragraph ceases to be published during the term of this Agreement, a comparable index acceptable to the parties shall be substituted.
 - b. For the calendar year beginning October 1, 2019, the Utility Price shall be set using the utility approach method used by Metro and its wholesale customers, including Customer, to establish the Utility Price, which method is described below.
 - i. The operating cost component shall be calculated using Metro's then current fiscal year budgeted costs for operation and maintenance of joint facilities divided by the total treated flow through all Metro facilities expressed as an average annual flow for the three previous fiscal year periods. Joint facility costs are defined as Metro's budgeted operations and maintenance costs for wastewater services only, exclusive of debt service costs, capital outlay, capital improvements plan (CIP) and storm water costs. Joint facility costs include costs for the operation of facilities that provide benefit to both wholesale and retail customers. Typically, joint facility costs would include costs associated with the operation of all core system assets, including wastewater treatment plants, wastewater interceptors and pump stations. Joint facility costs do not include retail costs, such as costs for the operation of system components that generally do not benefit wholesale customers. Retail costs would include costs associated with the local service wastewater collection lines, as well as customer service and billing and collection costs.
 - ii. The capital cost component includes both a return on assets calculation and an allocated portion of depreciation expense.

- (a) The return on assets calculation considers the original cost less depreciation of Metro's capital assets that benefit both wholesale and retail customers. Capital assets include wastewater treatment plant assets, including sludge management and odor control facilities, pump station assets, wastewater interceptors and large force mains that are determined to benefit both wholesale and retail customers. This return on asset base shall not include construction work in progress. The capital allocation to wholesale customers, as a class, shall be based on their proportionate share of treated flows. The resultant capital allocation shall be multiplied by a capital cost return component based on Metro's weighted cost of debt, plus 200 basis points (two percentage points). Metro's weighted cost of debt shall be based on outstanding bond issues for wastewater debt listed in the most recent official statement for Metro bonds.
- (b) The allocated portion of depreciation expense shall be based on the annual depreciation of wastewater assets that benefit both wholesale and retail customers. The allocated portion of depreciation expense to wholesale customers, as a class, shall be based on their proportionate share of treated flows.
- (c) The sum of the return on assets calculation and the allocated portion of depreciation expense shall be divided by the total treated flow of all wholesale customers, as a class, expressed as an average annual flow for the three previous fiscal year periods.
- (d) For the fiscal year beginning July 1, 2008, the undepreciated value of the joint use assets is \$46,000,000.
- (e) Metro will update the rate base to reflect the retirement and addition of joint use assets since the valuation point used to establish the rate set forth in paragraph 6 which was Metro's July 1, 2008 – June 30, 2009 fiscal year.
- (f) Depreciation amounts will be based upon the depreciation policies and procedures used by Metro, provided such depreciation policies and procedures are consistent with generally accepted accounting principles and policies applicable to municipal water and sewer utilities.

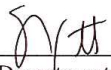
7. Selection of Rate Consultant. Not later than October 1, 2018, Metro and Customer shall jointly engage a qualified and mutually acceptable rate consultant to develop the Utility Price as contemplated in Paragraph 6 of this Agreement. The costs for the

development of the Utility Price pursuant to this Paragraph shall be borne jointly by Customer and Metro.

8. Additional Capacity. The parties acknowledge that neither has any ownership rights to additional capacity in the sewage collection, transportation and treatment systems of the other. Neither party shall have the right to compel the acceptance of flows into the other party's system except as specifically contemplated in this Agreement.
9. Extension. The term of the Agreement shall end on October 1, 2024, but may be extended by the parties upon such terms as they may then agree. Neither party shall be entitled to a refund of any payment made under this Agreement upon the termination or expiration of this Agreement. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of the term referenced above.
10. Reselling of Service. Services provided to Customer under this Agreement may not be resold to any other governmental or other entity other than Customer's retail customers.
11. Assignment. Customer shall not assign its rights under this Agreement without Metro's express written consent.
12. Modification. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
13. Mediation. In the event of a dispute between the parties on any matter arising under this Agreement which the parties cannot reconcile, the dispute shall be submitted to mediation in accordance with the terms of this paragraph before any complaint can be filed in a court of law or equity for a breach of this Agreement. In the event the dispute involves the Utility Price to be paid by the Customer for wholesale sewer treatment service, the mediator shall have experience in performing utility rate cost of service studies. If the parties cannot agree upon a qualified mediator, a qualified mediator shall be appointed by the Clerk and Master of the Davidson County Chancery Court upon application by the parties certifying their inability to agree upon a qualified mediator. The mediator shall establish the procedures for the mediation.
14. Governing Law and Forum. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought in a court of competent jurisdiction in Davidson County, Tennessee.

THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY

APPROVED:



Director, Department of Water and
Sewerage Services

APPROVED:



Director, Department of Finance

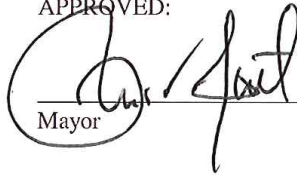
APPROVED AS TO FORM
AND LEGALITY:



Metropolitan Attorney

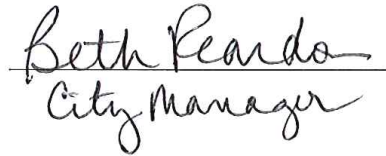
CITY OF BELLE MEADE

APPROVED:



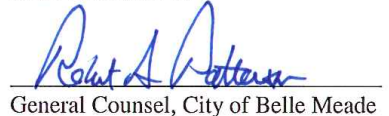
Mayor

ATTEST:



City Manager

APPROVED AS TO FORM
AND LEGALITY:



General Counsel, City of Belle Meade
Robert S. Patterson

Approved at July 1, 2014
Board of Commissioners Meeting

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JOHN COOPER
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



DEPARTMENT OF WATER AND SEWERAGE SERVICES
Office of the Director
1600 Second Avenue, North
Nashville, Tennessee 37208-7206

August 16, 2023

Ms. Beth Reardon, City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

RE: New Utility Price per Wholesale Agreement Dated August 8, 2014

Dear Ms. Reardon,

In accordance with the requirements of the above referenced agreement, we are hereby advising you of the new wholesale rate to be effective October 1, 2023.

Enclosed is the calculation sheet along with a copy of the NACWA 2022 Service Charge Index and the Consumer Price Index–All Urban Consumers (CPI-U) Annual Average Percentage Change for 2022. The new rates are computed using the current rate and the NACWA because it had the lower index change.

The new utility price is \$1.53 per CCF.

Metro Water Services will bill the new rate with the October 2023 billing. Should you have any questions concerning this information, please contact me at 615-456-0248.

Sincerely,

DocuSigned by:

Jim Snyder

940F9D555EBA48E...

Jim Snyder
External Affairs Legislative Director

Enclosure

cc: Scott A. Potter, Director
Amanda Deaton-Moyer, Assistant Director
Shannon Frye, Assistant Director
John Honeysucker, Assistant Director
Wholesale Rate Billing Team



If you need assistance or an accommodation, please contact Metro Water Services,
at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

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City of Belle Meade

Legal Authority: Wholesale Agreement dated August 8, 2014, Paragraph 6

Utility Price Effective Date: October 1, 2023

Rates prepared by Jim Snyder:  Date: 8/16/2023

Rates reviewed by Amanda Deaton-Moyer:  Date: 8/15/2023

Rates authorized for billing: Scott Potter  Date: 8/16/2023

Utility Price per CCF of flow as of Oct 2023 is **\$1.53**

Year		2019		2020		2021		2022		2023
Utility Price		\$1.38		\$1.40		\$1.42		\$1.46		\$1.53
Lowest Index of:										
NACWA		-		3.80%		2.90%		3.10%		4.50%
CPI-U		-		1.80%		1.20%		5.30%		8.50%

Note: Belle Meade Surcharge is \$0.90 as of September 1, 2014

Note: Belle Meade Surcharge is \$1.90 as of October 1, 2015

Note: Belle Meade Surcharge is \$2.85 as of April 20, 2016

Note: Belle Meade Surcharge is \$3.14 as of July 1, 2021

Note: Belle Meade Surcharge is \$3.20 as of July 1, 2022

Note: Belle Meade Surcharge is \$3.26 as of July 1, 2023

References:

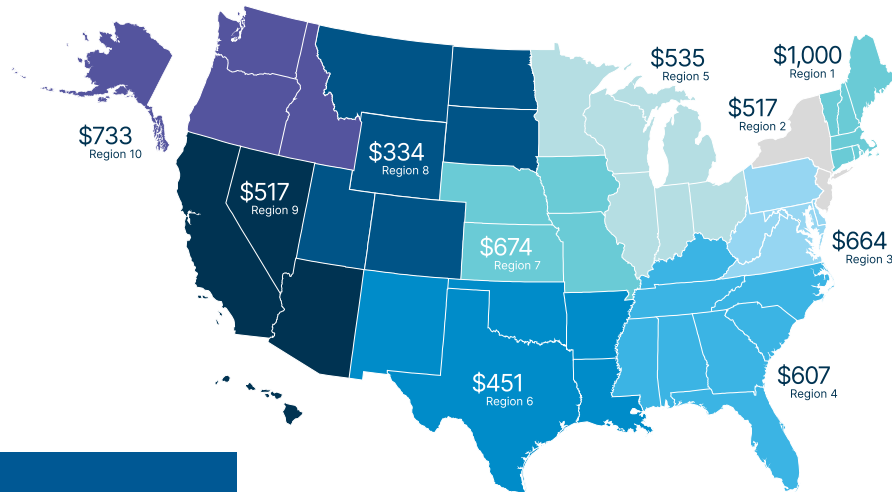
[Belle Meade Agreement dated August 8, 2014](#)[NACWA INDEX](#)[CPI-U](#)

Metro Nashville Wholesale Wastewater Rate Update dated May 3, 2019

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2022 Cost of Clean Water Index

NACWA 



Regional Average Annual Charges, 2022
All Respondents

107 Million
POPULATION SERVED

173
UTILITY RESPONDENTS

\$569
AVERAGE NATIONAL ANNUAL
SEWER SERVICE CHARGE

4.5%
INCREASE IN SEWER CHARGES
2021-2022

8.0%
INCREASE IN CONSUMER
PRICE INDEX 2021-2022

Average Charge for Wastewater Services Increased 4.5% in 2022

NACWA's 2022 *Cost of Clean Water Index* indicates that the average cost of wastewater services rose 4.5 percent in 2022. The average increase was the highest reported since 2013, but lower than the increase in the rate of inflation as measured by the Consumer Price Index (CPI) (see *Annual Change in Cost of Clean Water Index vs. Inflation* chart on page 2). This marks the second straight year that national charges for wastewater collection and treatment services have been outpaced by inflation.

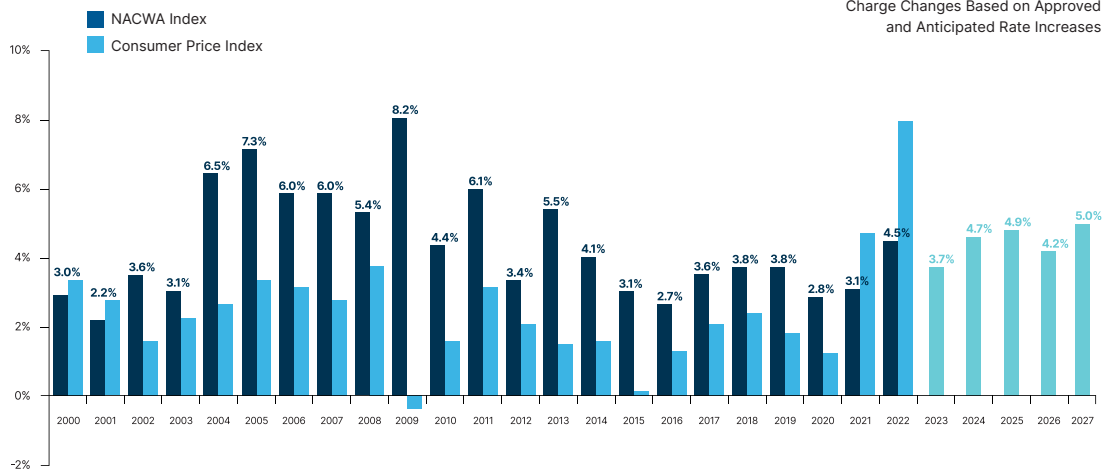
In 2022, the national average amount that a single-family residence paid for wastewater services was \$569. Wastewater service charges vary widely among EPA regions and states, and are affected by demographics, geography, system age, regulatory requirements, and a range of other issues. To illustrate these variations, the *Regional Average Annual Charge* map (above) shows a breakdown of average charges by EPA region. The average service charge by Region varies from a low of \$334 in EPA Region 8 to a high of \$1,000 in EPA Region 1.



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Annual Change in Cost of Clean Water

Index vs. Inflation



The *Annual Change in Cost of Clean Water Index vs. Inflation* chart (above) presents a national snapshot of the increase in service charges, as compared to inflation, since 2000. Table A-1 provides additional detail, including a breakdown of *NACWA Index* values and service charges back to 1985, the base year for the *Index*. The values for 2022 are based on the responses from 173 NACWA members serving over 107 million people.

Customers pay for sewer services in a variety of ways. Charges may be based on property values, gallons of water used, on a flat rate, or include some combination of these values. Because of this variability, the *NACWA Index* uses what the average single-family residence pays annually because it is a more consistent measure to track the cost of services over time. In 2022, the majority of clean water utilities implemented rate structures that resulted in increases in the average annual household service charge. However, in some communities, volume-based rates increased, but average service charges dropped due to reductions in actual or estimated residential water use or decreased revenues. Additional national and regional data are included in Tables A-1 and A-3.

Average Annual Service Charge Has Doubled in Past 17 Years

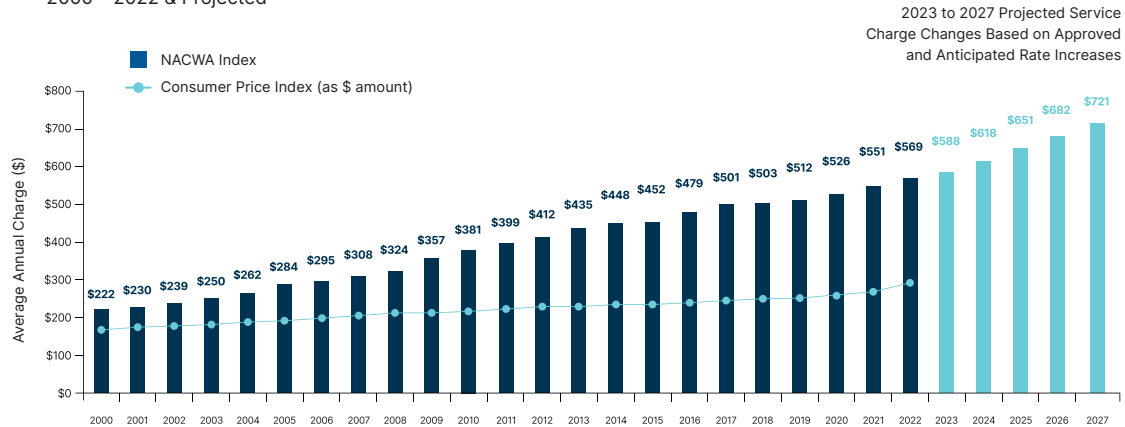
The *Average Annual Service Charge* chart (page 3) presents a national snapshot of wastewater service charges since 2000 and provides a projection of average charges through 2027. In comparison to the Consumer Price Index (CPI), the annual sewer service charge has increased at double the rate of the CPI since 2000 and has doubled in value since 2005. The average annual sewer charge of \$569 represents 2.0 percent of the 2022 Federal poverty income threshold (\$27,750) for a family of four.



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Average Annual Service Charge

2000 – 2022 & Projected

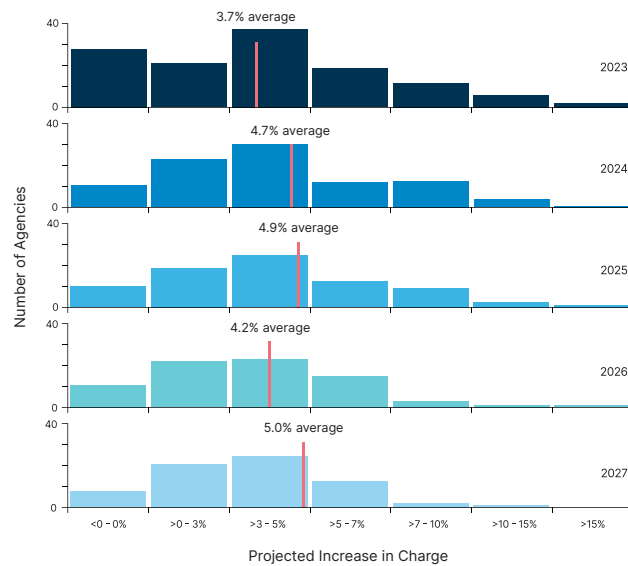
**Rate Increases Projected to Climb Higher for 2023 to 2027**

Fewer agencies reported no change in rates for the upcoming two years than in the 2021 survey. Many agencies appear to be offsetting delayed rate increases due to the pandemic and adjusting rates higher than in previous years to keep pace with inflationary costs and regulatory requirements. Projected rate increases in the 3 to 5 percent category were predominate among those agencies providing estimates.

From 2023-2027, rates are projected to rise approximately 4 to 5 percent per year (see *Projected Increases in Charges* chart which shows the distribution of projected increases in charges among agency respondents). Increasing costs due to inflation impacts on both O&M and capital spending, as well as costs of consent decree and regulatory compliance with nutrients, CSOs, and sewer system improvements were the top reasons cited by respondents for large projected rate increases. Other related drivers for rate increases included: replacement of aging infrastructure, plant improvements, plant construction due to growth, and decreases in per capita consumption.

Projected Increases in Charges

2023 - 2027



Disclaimers: The NACWA Index strives to use the best available data each year when determining current and historical household charges and trends. These data are intended for comparison purposes only, and are subject to change from one year to the next. While this document presents the most up-to-date data available, if better data become available in the future, the data presented here may be modified.

Additional data and information on the NACWA Index and past year's surveys are available on NACWA's website.



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**U.S. BUREAU OF LABOR STATISTICS**

Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 To: 2023 GO

☐ include graphs ☒ include annual averages[More Formatting Options](#) ➔

Data extracted on: August 10, 2023 (9:46:29 AM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted**Area:** U.S. city average**Item:** All items**Base Period:** 1982-84=100Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	229.324	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.771	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.810	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	234.076	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	239.051	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	245.146	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	249.222	248.012	250.432
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	252.248	250.794	253.703
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	265.510	260.389	270.630
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854	293.003	292.495	291.051	287.984	283.926	292.042
2023	293.565	295.057	296.021	297.730	298.382	299.394	299.899							296.692	

12-Month Percent Change

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted**Area:** U.S. city average**Item:** All items**Base Period:** 1982-84=100Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4	1.4	1.3
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.5	1.7	1.3
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.4	-0.6	-0.2
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0	1.0	0.8	1.2
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.1	2.2	2.1
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8	2.5	2.6	2.5
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3	1.7	1.6	1.7
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4	1.2	1.1	1.3
2021	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8	5.3	3.8	6.7
2022	8.2	8.6	9.4	8.9	9.3	9.8	9.1	8.7	8.5	7.9	7.1	6.3	8.5	9.0	7.9
2023	6.3	5.8	4.5	4.6	3.6	2.3	2.6						4.5		

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Draft

2021 Rate Study

Prepared By:



City of Belle Meade

2021 Wastewater Rate Study

Introduction

Purpose

The purpose of this report is to present a rate study to assist the City of Belle Meade (City) in determining if the current wastewater rates are sufficient for the following:

- Provide an income to meet all expenses, including depreciation.
- Ensure compliance with TCA § 68-221-1010 (included at the end of this report).
- Provide sufficient cash to fund the City's Five-Year Capital Improvement Plan (CIP).

RateStudies LLC was hired to perform this analysis.

Methodology

The methodology used by RateStudies is based on the *American Water Works Association (AWWA) M54 Manual - Developing Rates for Small Systems*. Although rate studies are not an exact science, this report's financial models can be a valuable tool for making financial decisions and setting wastewater rates. Considerations are made to simplify the rate study process to be understandable to utility officials, managers, staff, and customers.

This report presents a comprehensive financial analysis of the City's wastewater system, including a historical 4-year view and a 5-year projection of customer growth, revenue, and expenses. The City's 5-year Capital Improvement Plan and its impact on depreciation are included. The City's staff aided in collecting historical data, developing the Capital Improvement Plan, growth projections, financial projections, and the final recommendations of this report.

This study uses a Cash Flow Analysis and a Change in Net Position Analysis to determine the need for rate increases. Each of these gives an indication of financial stability for the City's wastewater system. Such information is presented in Excel spreadsheets designed to function as digital financial models. Graphs and charts are used to give a visual presentation of each analysis.

The Cash Flow Analysis includes income, expenses, capital improvements, and financing methods for the City's five-year capital improvement plan. The Change in Net Position Analysis contains similar information but includes depreciation as an expense and does not incorporate the City's five-year capital improvement plan. The Change in Net Position Analysis will determine if a rate increase is needed and how much.

Significant Events and Factors

Factors affecting this analysis are the following conditions or significant plans:

- The City's wastewater usage and revenue have declined each year since fiscal year (FY) 2017 and is projected to continue to decline over the next five years.
- Growth in new customers is minimal, with about 5 new customers per year.
- The five-year Capital Improvement Plan (CIP) for the wastewater system totals \$1,775,000 and will add \$146,250 in additional depreciation.
- The City plans to add an additional force main to improve the operation of the wastewater system.
- The additional force main will be financed from the wastewater system's local government investment pool (LGIP).
- Metro, which treats the City's wastewater, increases its rates on an average of 1.5% annually.
- The City has not had a rate increase since 2017.

Recommendations

Based on the projections over the next five years and a review of the Cash Flow Analysis and the Change in Net Position Analysis, it is recommended to increase rates as noted in **Figure 1**.

Proposed Rate Increase					
	2022	2023	2024	2025	2026
Rate Increase	10%	2%	2%	2%	2%

Figure 1

Other Considerations

This report's recommendations are designed to improve the City's finances and meet the requirements of the Tennessee Comptroller over the next five years. It is further recommended to monitor and verify projections presented in this report on an annual basis and to react to unforeseen financial changes and make corrections, as necessary.

Customer Growth and Revenue Projections

Overview

The City depends on customers' revenue to pay for all the wastewater department needs, including the cost of operation, maintenance, depreciation, and capital expenses. A review and analysis of the previous four years of records provide a reasonable basis for making growth and revenue projections over the next five years. The City's begins its fiscal year (FY) on July 1.

Customer Growth

The City's wastewater customer growth has been minimal since FY 2017. The customer base grew by a net of four customers. The customer base is projected to grow by five customers per year over the next five years. The five customers per year represent a 0.05% growth.

Revenue Projections

Wastewater revenue is based on the total amount of water metered for all wastewater customers. Metro reads the water meter and bills the customers for water and wastewater. The wastewater portion of the bill is based on the City's wastewater rates. Metro then subtracts out their fees and remits the remainder back to the City, which is the City's "revenue." The amount of water bought from FY 2017-2020 decreased significantly. Revenue also declined, as shown in **Figures 2 and 3**. The reasons for the decrease in usage and revenue are unknown. Generally, factors causing a decrease would include annual rainfall, the water meters' age (older meters run slower), and customers using water-saving devices.

Customer and Revenue Projections										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Customers	1,054	1,059	1,052	1,058	1,063	1,068	1,073	1,078	1,083	1,088
New Customers Added		5	(7)	6	5	5	5	5	5	5
Percent Change		0.5%	-0.7%	0.6%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Water Bought by Cust	12.9	12.8	12.4	11.7	11.7	11.8	11.8	11.9	11.9	12.0
Percent Change		-0.6%	-3.2%	-6.0%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Average Usage Per Cust Per Month CCF	10.2	10.1	9.8	9.2	9.2	9.2	9.2	9.2	9.2	9.2
Annual Revenue	\$475,231	\$474,328	\$468,674	\$461,609	\$456,866	\$452,162	\$447,497	\$442,869	\$438,281	\$433,730
Percent Change		-0.2%	-1.2%	-1.5%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%

Figure 2

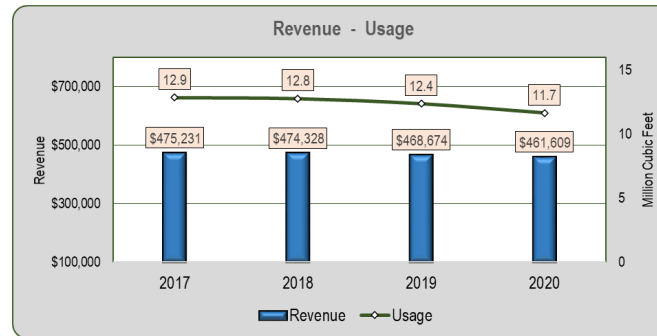


Figure 3

If the City's usage were constant each year, its revenue would still decrease because Metro increases its rates yearly by an average of 1.5%. The increase varies each year because it is determined by the annual change in the Consumer Price Index – Urban (CIP-U). Metro re-calibrates its sewer rates every five years, then applies the CIP-U each year after that. With revenues increasing about 0.5% by adding new customers but decreasing 1.5% because of Metro's increases, revenues are projected to decline 1% each year. **Figure 4** shows the Metro increases for FY 2016-2020.

Metro Wholesale Rate Increases						
	2016	2017	2018	2019	2020	Average
Rate Per 100 Cubic Feet	\$1.32	\$1.34	\$1.37	\$1.38	\$1.40	
% Increase		1.5%	2.2%	0.7%	1.4%	1.5%

Figure 4

Other Income

Figure 5 identifies other income besides revenue from customers.

Other Income											
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Sewer Permits Sewer Permits	1,200	1,100	1,300	1,200	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Installation Charges Installation Charges	102,241	67,256	75,852	61,187	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Sewer Tap Fees Sewer Tap Fees	12,000	11,000	13,000	13,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Miscellaneous	283		1,952		500	500	500	500	500	500	500
Total Other Income	115,724	79,356	92,104	75,387	91,900	91,900	91,900	91,900	91,900	91,900	91,900

Figure 5
Page 4

Capital Improvement Plan

Overview

A Capital Improvement Plan (CIP) is an unaudited planning document used to identify needed capital improvements and other assets, along with methods of financing. Capital assets are defined by the City as assets with an original cost of \$5,000 or more and a useful life of more than three years.

Anticipated Projects

The City's CIP, shown in **Figure 6**, lists anticipated capital improvements and other capital assets, estimated cost, proposed financing, and the year in which each expense would occur.

Financing Future Expenditures

The Capacity Improvement projects are recommended to be financed by accumulated funds in the Local Government Investment Pool (LGIP). Other capital expenses are recommended to be funded through available cash.

Capital Improvement Plan (CIP)									
Capital Expenses	Cost	Financing		2021	2022	2023	2024	2025	2026
		Cash	LGIP						
Capacity Improvement Project	1,000,000	400,000	800,000	200,000	200,000	200,000	200,000	200,000	200,000
Annual Capital Expenses	155,000	155,000		155,000					
Annual Capital Expenses	155,000	155,000			155,000				
Annual Capital Expenses	155,000	155,000				155,000			
Annual Capital Expenses	155,000	155,000					155,000		
Annual Capital Expenses	155,000	155,000						155,000	
Annual Capital Expenses	155,000	155,000							155,000
Total	930,000	930,000	800,000	355,000	355,000	355,000	355,000	355,000	355,000

	2017	2018	2019	2020	AVG
Previous Annual Capital Expenses	110,510	191,950	114,726	112,484	132,418

Figure 6

Depreciation

Overview

Depreciation is a reduction in the value of an asset with the passage of time due to wear and tear. Although depreciation is listed as an expense, it is not paid out to anyone; it remains within the City's cash reserves. Funding depreciation is a process compelling the City to accumulate cash. Over time the accumulated depreciation equals the value of money initially spent on each capital asset. This process allows the City to have enough funds to finance new capital improvements or replace depreciated assets, such as vehicles, pumps, etc. **Figure 7** shows the amount of annual depreciation of each capital expenditure listed in the CIP.

Depreciation for Capital Improvement Plan							
Capital Expenditures	Life - Yrs	2021	2022	2023	2024	2025	2026
Capacity Improvement Project	40	5,000	10,000	15,000	20,000	25,000	30,000
Annual Capital Expenses	8	19,375	19,375	19,375	19,375	19,375	19,375
Annual Capital Expenses	8		19,375	19,375	19,375	19,375	19,375
Annual Capital Expenses	8			19,375	19,375	19,375	19,375
Annual Capital Expenses	8				19,375	19,375	19,375
Annual Capital Expenses	8					19,375	19,375
Annual Capital Expenses	8						19,375
Total		24,375	48,750	73,125	97,500	121,875	146,250

Figure 7

Figure 8 is a simplified depreciation schedule showing the past four years and projections for the next five. Without any additions to wastewater system fixed assets, the current wastewater depreciation schedule decreases from \$236,193 in FY 2020 to \$73,321 in FY 2025. The sizeable reduction in depreciation is due to the original wastewater system (started in 1983) being completely depreciated, reducing expenses by \$115,250. However, new additions proposed in the CIP will add \$121,875 in new depreciation. **Figure 9** shows a graphical representation of scheduled depreciation of existing assets and additional depreciation of new assets placed in service via the anticipated capital improvement projects.

Requirement

Tennessee state law requires that all utility systems depreciate capital assets. The Governmental Accounting Standards Board (GASB) requires depreciation is to be an operating expense in the "Statement of Revenues, Expenses, and Change in Net Position" section of the annual audit. Therefore, the utility must provide sufficient revenue to "fund" the depreciation expense.

Calculating the Costs

Although several methods of determining depreciation, the "straight line" method is used by the City. The calculation is simply dividing the cost of an asset by its useful life. Depreciation has been calculated on each class of depreciable property using the straight-line method. The City defines a capital asset as having a value of \$5,000 or more and having a useful life of more than one year.

The depreciation schedule is a listing of each asset, its original cost, the year it went into service, and its useful life. An annual depreciation amount is determined, the accumulated depreciated amount is calculated, and the book value is determined. When the accumulated depreciated amount equals the original cost, the book value goes to zero. The annual amount of depreciation also goes to zero. Unless new assets are added, the total annual depreciation will either stay the same or eventually go away.

Other Considerations

Assets are to be depreciated regardless of the method of financing, including assets acquired with grants or purchased by developers. An asset begins to depreciate when placed into service, not when it is bought or under construction.

Depreciation										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Scheduled Depreciation	240,191	245,839	245,146	236,193	236,193	223,488	219,127	92,094	73,321	54,307
Five-Year CIP Depreciation					24,375	48,750	73,125	97,500	121,875	146,250
Total Depreciation	240,191	245,839	245,146	236,193	260,568	272,238	292,252	189,594	195,196	200,557

Figure 8

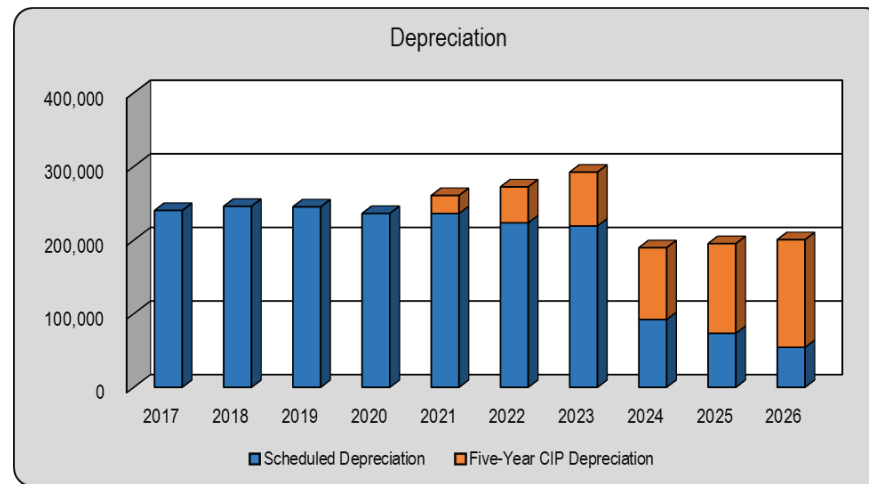


Figure 9

General Expenses

Overview

General expenses are listed in the annual audit report's "Statement of Revenues, Expenses, and Changes in Net Position" page. Items such as salaries and benefits, repair and maintenance, operating supplies, and other operating expenses are included. Depreciation is an expense and is included in the Change in Net Position Analysis but is not shown as an expense in the Cash Flow Analysis. The City's trial balance sheets were used as a more detailed accounting of the wastewater general expenses.

Methodology

Work sessions were held with the City's staff to make projections of each line item listed. The cost of each expense for the previous four years was used in determining the projections for the next five years. The wastewater's FY 2020 budget and the actual cost from July 1 through December 31 helped determine the projected cost for the current FY 2021.

Analysis

Although the total cost of the expenses has varied over the past four years, it is the staff's consensus that future costs will increase about five percent per year for FY 2022 – FY 2025. The most significant line-item increase is the cost of chemicals used for odor control, which is estimated to cost about 32% in FY 2021, more than the year before. **Figure 10** shows a summary of the total expenses with a graphical representation.

Other Considerations

For a small city like Belle Meade, operating expenses can vary widely from year to year. A significant repair item or the need to buy large quantities of materials & supplies can make a difference in general expenses. A considerable, unexpected expense would have a negative impact on the Cash Flow and the Change in Net Position.

General Expenses										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Salaries	40,935	45,923	45,678	43,607	45,090	46,894	48,769	50,720	52,749	54,859
Oasi (Employer's Share)	3,077	3,478	3,450	3,110	3,449	3,587	3,730	3,880	4,035	4,196
Health And Dental Insurance	102	69	75	4,858	5,917	6,213	6,523	6,850	7,192	7,552
Retirement - Current	2,879	3,574	3,813	3,548	3,607	3,751	3,901	4,057	4,220	4,388
Employee Education And Training	495	195		250	800	840	882	926	972	1,021
Telephone And Telegraph	1,227	1,051	1,236	1,013	1,200	1,260	1,323	1,389	1,459	1,532
Other Professional Svcs.	6,244	4,983	6,136	9,268	10,730	10,945	11,163	11,387	11,614	11,847
Repair And Maintenance Services	19,370	52,070	43,443	58,434	50,000	52,500	55,125	57,881	60,775	63,814
Repair & Maint.-Motor Vehicles	1,205	2,169	344	1,144	750	825	908	998	1,098	1,208
Office Supplies & Refreshments			804	42	400	408	416	424	433	442
Operating Supplies	353	631	1,933	42	400	408	416	424	433	442
Chemicals	82,104	99,808	86,172	93,440	123,000	129,150	135,608	142,388	149,507	156,983
Clothing And Uniforms	1,097	1,146	915	1,497	1,330	1,357	1,384	1,411	1,440	1,468
Gas, Oil, Diesel Fuel, Grease, Etc.	2,734	2,543	2,368	2,303	4,235	4,320	4,406	4,494	4,584	4,676
Consumable Tools	349	328	345	114	400	420	441	463	486	511
Insurance	5,344	4,844	4,886	4,491	5,400	5,670	5,954	6,251	6,564	6,892
Total Expenses	167,513	222,810	201,599	227,163	256,708	268,547	280,950	293,945	307,561	321,829
<i>Percent Change</i>		33%	-10%	13%	13%	5%	5%	5%	5%	5%

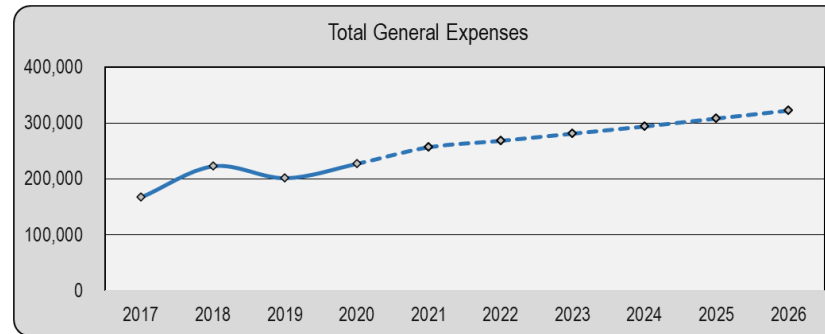


Figure 10

Cash Flow Analysis with No Rate Increases

Overview

It is essential for the City to know the amount of cash it has on hand and whether its cash reserves are growing or being depleted. Cash is necessary to pay for the utility's operational and maintenance needs, debt service payments, and capital expenditures to preserve its infrastructure. Also, cash is needed to retain its staff, deliver services to customers, and maintain a healthy cash reserve. Therefore, it is vital to predicting its anticipated expenditures and how much cash the City expects to receive from its customers and other sources. Such an examination is called a Cash Flow Analysis. If the projected Cash Flow reaches an amount detrimental to the City's wastewater operation, then a rate increase is needed.

Methodology

The Cash Flow Analysis is configured like a cash budget showing the amount of cash at the beginning of the fiscal year, the amount of income (including customer charges and miscellaneous fees), general expenses, and debt payment. The Cash Flow Analysis does not include depreciation as an expense. Adding income and subtracting expenses provides the amount of cash available for capital expenses or adding to the cash reserves. Additional financing from contributions (tap and connection fees), loans, and grants are also included. The City operates on an accrual accounting basis, so an accrual adjustment line item is added to facilitate a cash amount at the end of the year. It is difficult to project the accrual adjustment (reconciliation of operating income) in future years, so it is not included in the projected years. The cash balance at the end of one year becomes the amount of cash available at the beginning of the following year.

The Cash Flow Analysis is developed without rate increases to provide a base for understanding the current rates' effectiveness and the need for future rate increases.

Figure 11 shows the Cash Flow Analysis with no rate increases over the next five years. The income less expenses show a decline in cash from FY 2019 – 2020 and are projected to continually decline through FY 2025. The cash flow also shows cash being transferred to the LPIG through FY 2020, but \$800,000 will be withdrawn to finance the CIP.

It is prudent for the City to maintain a cash reserve that is ample to cover emergencies and pay for items needing to be replaced unexpectedly. The extent of cash reserves required should be evaluated each year to determine if additional action is necessary regarding setting rates.

Figure 13 is a graphical representation of the Cash Flow Analysis showing total income, total expenses, and cash ending each year. The trend lines for the income and expenses are converging, indicating action needing to be taken before expenses become greater than the income.

Other considerations

Having a better understanding of cash flow and the accumulation or depletion of cash can support developing a multi-year capital improvement plan and future project financing.

Cash Flow Analysis - No Rate Increases										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Cash Beginning Jul 1	125,000	23,937	75,771	91,623	169,133	506,191	826,707	1,130,154	1,415,978	1,283,597
Income										
Revenue	475,231	474,328	468,674	461,609	456,866	452,162	447,497	442,869	438,281	433,730
Other Income	115,724	79,356	92,104	75,387	91,900	91,900	91,900	91,900	91,900	91,900
Total Income	590,955	553,684	560,778	536,996	548,766	544,062	539,397	534,769	530,181	525,630
Expenses										
General Expenses	167,513	222,810	201,599	227,163	256,708	268,547	280,950	293,945	307,561	321,829
Income Less Expenses	423,441	330,874	359,180	309,833	292,058	275,516	258,447	240,824	222,619	203,801
Financing										
LGIP					200,000	200,000	200,000	200,000		
Capital Improvements										
Capital Improvements	110,510	191,950	114,726	112,484	355,000	355,000	355,000	355,000	355,000	355,000
Annual Net Gain (Loss)	312,931	138,924	244,454	197,349	137,058	120,516	103,447	85,824	(132,381)	(151,199)
Year End Cash										
Reconciliation	(4,864)	62,910	(48,602)	10,161						
Cash Ending June 30	433,067	225,771	271,623	299,133	306,191	626,707	930,154	1,215,978	1,283,597	1,132,398
LGIP Transfer	385,000	150,000	180,000	130,000	(200,000)	(200,000)	(200,000)	(200,000)	0	0
Available Cash	48,067	75,771	91,623	169,133	506,191	826,707	1,130,154	1,415,978	1,283,597	1,132,398
Interest	1,256	6,044	13,881	12,394	2,500	2,833	3,127	3,382	3,594	3,287
Accumulated LGIP	386,256	542,301	736,182	878,576	681,076	483,909	287,036	90,418	94,012	97,300
Total Cash with LGIP	434,323	618,072	827,805	1,047,709	1,187,267	1,310,616	1,417,190	1,506,396	1,377,610	1,229,698

Figure 11

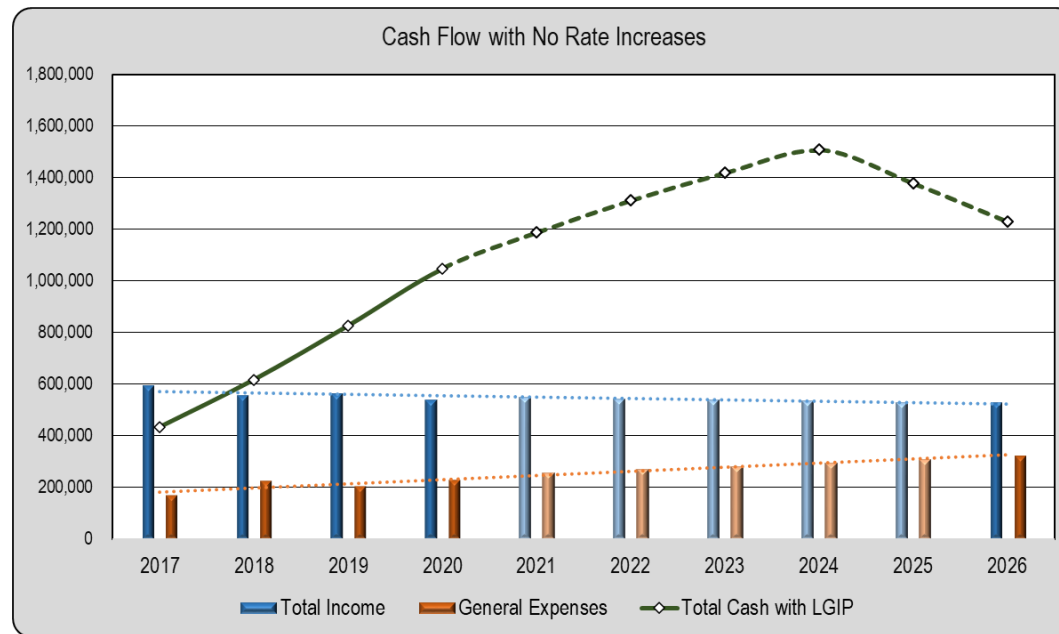


Figure 12

Change in Net Position Analysis with No Rate Increases

Overview

Net position is generally defined as assets minus liabilities. The City's wastewater assets include all cash (unrestricted and restricted), land, and the "net value" of everything owned, such as pipes in the ground, tanks, pumps, building, furniture, vehicles, and other purchases necessary to the operation of the utility. The net value is defined as the original cost of a capital asset less its accumulated depreciation. Each year there is a change in net position because of the amount of cash changes with increasing or decreasing revenues and expenses, and the amount of the net capital asset value changes because of new capital assets being purchased, all capital assets being depreciated, and possibly some capital assets being totally depreciated. This Change in Net Position is calculated in a section of the City's audit report called "Statement of Revenues, Expenses, and Changes in the Net Position." The Change in Net Position Analysis in this report contains the same data and information in that annual audit section.

Methodology

The Change in Net Position Analysis is different from the Cash Flow Analysis. It includes depreciation as an operating expense. However, it does not have the amount of money paid for capital improvements. The change in net position does not flow from one year to the next like the cash flow. Instead, the change in net position is calculated each year. TCA § 68-221-1010 states the City is subject to actions by the Water and Wastewater Financing Board if the Change in Net Position is negative for two consecutive years.

The Change in Net Position Analysis is developed without rate increases to provide a base of understanding the current rates' effectiveness and the need for future rate increases.

Figure 13 is the Change in Net Position Analysis with a graphical representation. The Change in Net Position has been declining since FY 2019 and is projected to be negative in FY 2023. The reduction in depreciation in FY 2024 and FY 2025 creates a positive Change in Net Position for those years. The depreciation decrease is due to the original wastewater system being fully depreciated, saving an annual operating expense of \$115,250.

Just as the cash flow is indicating future financial challenges, so is the change in net position. Although the City gets a big financial break due to the total depreciation of the original system, the operating income shows a continual decline in FY 2025 – 2026.

Although best intentions and thoughtful analysis are applied in making projections, there is a margin of error to be considered when evaluating the results. The change in net position of \$6,111 in FY 2022 and \$6,531 in FY 2026 may be lower because of the margin of error in making projections. It is best not to rely on such low projections. Increases in rates should be sufficient to produce at least \$100,000 in change net position.

Change in Net Position - No Rate Increases										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Operating Revenue										
Revenue	475,231	474,328	468,674	461,609	456,866	452,162	447,497	442,869	438,281	433,730
Other Income	115,724	79,356	92,104	75,387	91,900	91,900	91,900	91,900	91,900	91,900
Total Operating Revenue	590,955	553,684	560,778	536,996	548,766	544,062	539,397	534,769	530,181	525,630
Operating Expenses										
General Expenses	167,512	222,809	201,599	227,163	256,708	268,547	280,950	293,945	307,561	321,829
Depreciation	240,191	245,839	245,146	249,155	260,568	272,238	292,252	189,594	195,196	200,557
Total Expenses	407,703	468,648	446,745	476,318	517,276	540,785	573,202	483,539	502,758	522,386
Operating Income (Loss)	183,251	85,036	114,034	60,678	31,491	3,278	(33,805)	51,230	27,423	3,244
Non-operating Income										
Interest	1,257	6,044	13,881	12,394	2,500	2,833	3,127	3,382	3,594	3,287
Change in Net Position										
Change in Net Position	184,508	91,080	127,915	73,072	33,991	6,111	(30,678)	54,612	31,017	6,531

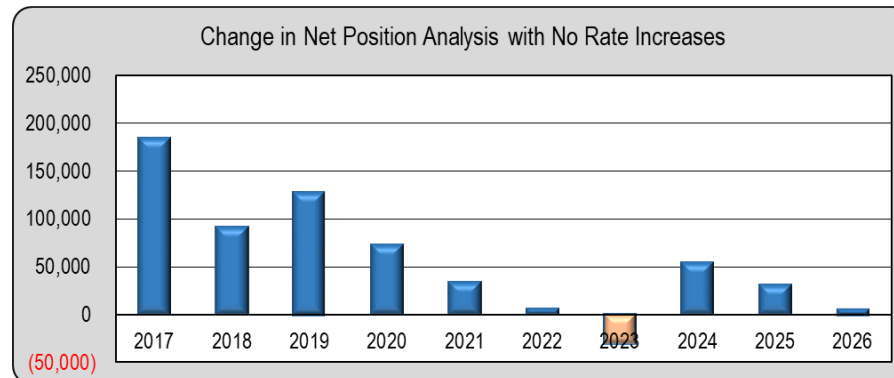


Figure 13

Page 14

Cash Flow Analysis with Rate Increases

Figure 14 shows the Cash Flow Analysis with the recommended annual rate increases. Although the City has sufficient cash through FY 2026, the amount of change in net position demonstrates a greater need for rate increases. However, the proposed rates also improve the revenue trend, as shown in **Figure 15** of the Cash Flow Analysis.

Cash Flow Analysis - With Rate Increases										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Cash Beginning Jul 1	125,000	23,937	75,771	91,623	169,133	506,191	871,923	1,229,965	1,579,757	1,520,713
Income										
Revenue	475,231	474,328	468,674	461,609	456,866	497,378	502,091	506,837	511,617	516,431
Rate Increase						10%	2%	2%	2%	2%
Other Income	115,724	79,356	92,104	75,387	91,900	91,900	91,900	91,900	91,900	91,900
Total Income	590,955	553,684	560,778	536,996	548,766	589,278	593,991	598,737	603,517	608,331
Expenses										
General Expenses	167,513	222,810	201,599	227,163	256,708	268,547	280,950	293,945	307,561	321,829
Income Less Expenses	423,441	330,874	359,180	309,833	292,058	320,732	313,041	304,792	295,956	286,502
Financing										
LGIP					200,000	200,000	200,000	200,000		
Capital Improvements										
Capital Improvements	110,510	191,950	114,726	112,484	355,000	355,000	355,000	355,000	355,000	355,000
Annual Net Gain (Loss)	312,931	138,924	244,454	197,349	137,058	165,732	158,041	149,792	(59,044)	(68,498)
Year End Cash										
Reconciliation	(4,864)	62,910	(48,602)		10,161					
Cash Ending June 30	433,067	225,771	271,623	299,133	306,191	671,923	1,029,965	1,379,757	1,520,713	1,452,216
LGIP Transfer	385,000	150,000	180,000	130,000	(200,000)	(200,000)	(200,000)	(200,000)		
Available Cash	48,067	75,771	91,623	169,133	506,191	871,923	1,229,965	1,579,757	1,520,713	1,452,216
Interest	1,256	6,044	13,881	12,394	2,500	2,833	3,235	3,620	3,986	3,855
Accumulated LGIP	386,256	542,301	736,182	878,576	681,076	483,909	287,144	90,764	94,750	98,605
Total Cash with LGIP	434,323	618,072	827,805	1,047,709	1,187,267	1,355,832	1,517,109	1,670,522	1,615,464	1,550,821

Figure 14

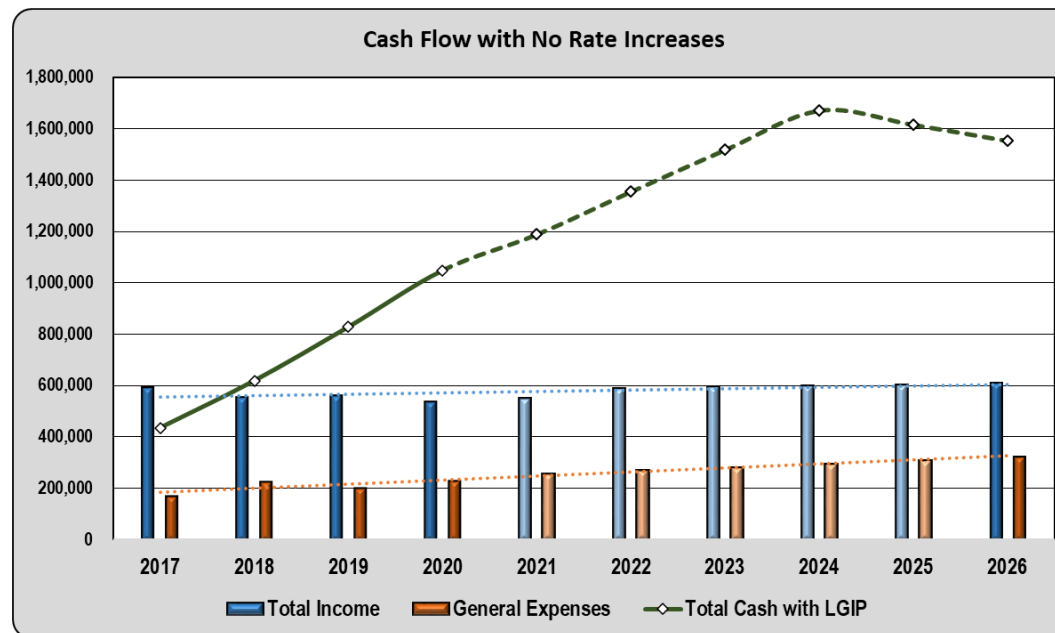


Figure 15

Change in Net Position Analysis with Rate Increases

Figure 16 is the Change in Net Position Analysis with rate increases, and **Figure 17** is the graphical representation. Although the recommended rate increases the change in net position to a safe level, there is a declining trend for FY 2024 – FY 2026. The City should monitor the change in net position annually and take appropriate action for any unforeseen changes in income and/or expenses.

Change in Net Position - With Rate Increases										
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Operating Revenue										
Revenue	475,231	474,328	468,674	461,609	456,866	497,378	502,091	506,837	511,617	516,431
Other Income	115,724	79,356	92,104	75,387	91,900	91,900	91,900	91,900	91,900	91,900
Total Operating Revenue	590,955	553,684	560,778	536,996	548,766	589,278	593,991	598,737	603,517	608,331
Operating Expenses										
General Expenses	167,512	222,809	201,599	227,163	256,708	268,547	280,950	293,945	307,561	321,829
Depreciation	240,191	245,839	245,146	249,155	260,568	272,238	292,252	189,594	195,196	200,557
Total Expenses	407,703	468,648	446,745	476,318	517,276	540,785	573,202	483,539	502,758	522,386
Operating Income (Loss)	183,251	85,036	114,034	60,678	31,491	48,494	20,790	115,198	100,760	85,946
Non-operating Income (Expenses) and Transfers										
Interest	1,257	6,044	13,881	12,394	2,500	2,833	3,235	3,620	3,986	3,855
Change in Net Position										
Change in Net Position	184,508	91,080	127,915	73,072	33,991	51,327	24,025	118,818	104,746	89,800

Figure 16

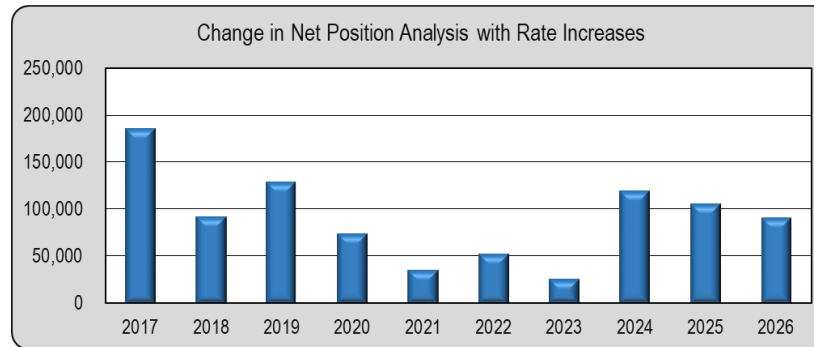


Figure 17

Figure 18 is a table showing the impact of the first year's 10% increase in rates. The average Belle Meade residential customer's monthly increase using 600 cubic feet of water will be \$4.34.

2021 Wastewater Rates		2022 Wastewater Rates			
Minimum		Minimum		% Inc.	
\$26.25		\$28.88		10%	
Per 100 Cubic Feet		Per 100 Cubic Feet			
\$2.85		\$3.14		10%	
Water Sold Cubic Feet	Monthly Charge	Water Sold 100 Cubic Feet	Monthly Charge	Diff.	Percent Increase
200	\$31.95	200	\$35.15	\$3.20	10%
600	\$43.35	600	\$47.69	\$4.34	10%
800	\$49.05	800	\$53.96	\$4.91	10%
1,000	\$54.75	1,000	\$60.23	\$5.48	10%
2,500	\$97.50	2,500	\$107.25	\$9.75	10%
5,000	\$168.75	5,000	\$185.63	\$16.88	10%

Est. Avg. Monthly Bill

Figure 18

Page 18

Comparison with other Cities and Utility Districts

Figure 19 is a comparison of monthly bills with four other cities and two utility districts. The average residential Belle Meade customer is estimated to use about 800 cubic feet of water per month or 6,000 gallons of water per month. The overall average usage for all customers, including churches and the Belle Meade Country Club, is about 10 ccf (1,000 cubic feet, or 7,500 gallons), as indicated in **Figure 2**.

The City remains competitive in rates with the other cities and utilities even after the recommended rate increase to be implemented on July 1, 2021.

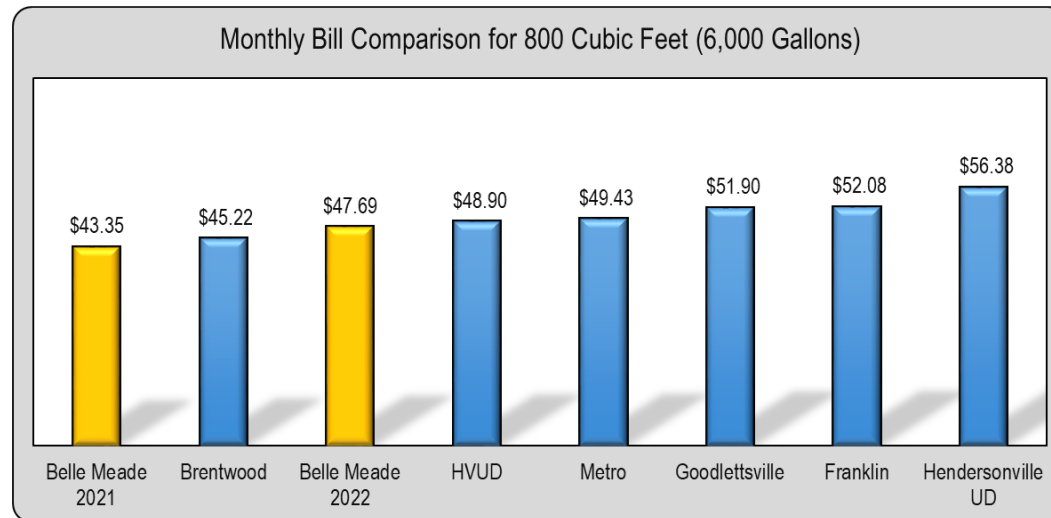


Figure 19

Tenn. Code Ann. § 68-221-1010

Current through the 2019 Regular Session

§ 68-221-1010. Facilities with earnings or operating deficit or operating in default.

(a)

(1) Within sixty (60) days from the time that an audit of a water system or wastewater facility is filed with the comptroller of the treasury, the comptroller of the treasury, shall file with the board the audited annual financial report of any water system or wastewater facility that has a deficit total net position in any one (1) year, has a negative change in net position for two (2) consecutive years or is currently in default on any of its debt instruments. For purposes of this section, “change in net position” means total revenues less all grants, capital contributions, and expenses, but without reduction for any excluded non-cash items. For purposes of this section, “excluded non-cash items” means any non-cash charges arising from changes to or the implementation of pension and other post-employment benefit standards promulgated by the governmental accounting standards board.

(2) Notwithstanding any other law to the contrary, a government joint venture that supplies or treats water or wastewater for wholesale use only to other governments shall not fall under the jurisdiction of the water and wastewater financing board for the purpose of reporting negative change in the net position annually, but must be referred to the board if the government joint venture is in a deficit or default position as provided herein.

(b)

(1) Within sixty (60) days from the receipt of the audited annual financial report filed by the comptroller of the treasury, the board shall schedule a hearing to determine whether the water system or wastewater facility described in the report is likely to continue in a deficit position. In reaching its determination, the board shall consider current user rates charged by the water system or wastewater facility, the size of the facility and the local government served by it, the quality of the facility's operation and management, and other relevant criteria.

(2) Upon a determination that the water system or wastewater facility is likely to remain in a deficit position, the board may order the management of the water system or wastewater facility to adopt and maintain user rate structures necessary to:

- (A) Fund operation, maintenance, principal and interest obligations and adequate depreciation to recover the cost of the water system or wastewater facility over its useful life;
- (B) Liquidate in an orderly fashion any deficit in total net position; and
- (C) Cure a default on any indebtedness of the water system and wastewater facility.

(3) Any such order shall become final and not subject to review unless the parties named therein request by written petition a hearing before the board, as provided in §§ 68-221-1007 — 68-221-1013, no later than thirty (30) days after the date such order is served. Any hearing or rehearing provided by §§ 68-221-1007 — 68-221-1013 shall be brought pursuant to the

Uniform Administrative Procedures Act, compiled in title 4, chapter 5, part 3. Such hearing may be conducted by the board at a regular or special meeting by any member or panel of members as designated by the chair to act on its behalf, or the chair may designate an administrative judge who shall have the power and authority to conduct hearings in the name of the board to issue initial orders pursuant to the Uniform Administrative Procedures Act.

(c) In the event a water system and wastewater facility fails to adopt user rate structures pursuant to a final order of the board, the board may petition the chancery court in a jurisdiction in which the water system and wastewater facility is situated or in the chancery court of Davidson County to require the adoption of the user rate structures ordered by the board or to obtain other remedial action, which, in the discretion of the court, may be required to cause the water system and wastewater facility to be operated in a financially self-sufficient manner.

(d)

(1) Within sixty (60) days from the time that an audit of a water system is filed with the comptroller of the treasury, the comptroller of the treasury shall file with the board the audited annual financial report of any water system whose water loss as reported in the audit is excessive as established by rules promulgated by the board. Failure of the water system to include the schedule required in this section constitutes excessive water loss and the water system shall be referred to the water and wastewater financing board.

(2) In the event a water system fails to take the appropriate actions required by the board to reduce the water loss to an acceptable level pursuant to § 68-221-1009(a)(7), the board may petition the chancery court in a jurisdiction in which the water system is operating to require the water system to take such actions.

(3) By February 1 of each year, the comptroller of the treasury shall provide a written report to the speaker of the house of representatives and the speaker of the senate listing the average annual water loss contained in the annual audit for those utility systems described in § 68-221-1007.

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August 2023 – Monthly Building, Stormwater, Planning and Code Enforcement Report

Building Activity

- Building Permits Issues – 14
 - Valuation - \$11,796,600
 - Permit Fees - \$64,844
 - Permit Fees for working without a permit - \$3,920
- Building Inspections – 27
 - Inspections passed – 21
 - Inspections failed – 6

Stormwater Activity

- Land Disturbance Permit Applications – 1
- Land Disturbance Permit Issued – 2

Planning Activity

- Board of Zoning Appeals applications – 4
 - Approved – 3
 - Deferred – 1
- Historic Zoning Commission applications – 2
 - Approved – 2

- Planning Commission applications – 0

Code Enforcement Activity

- Building Cases – 3
 - New - 1
 - Resolved - 1
- Stormwater Cases – 0
 - New - 0
 - Resolved - 0
- Planning Cases – 2
 - New - 2
 - Resolved - 0
- Property Maintenance Cases – 11 “Open” cases as of 8/31/2023
 - New Complaints received in August - 6
 - Resolved – 18 (high due to clearing of backlog of cases)

BUILDING INSPECTIONS 1 of 4



Municipal
Inspection Partners
Review-Enforce-Inspect

Request Detail Report

8/1/2023 - 8/31/2023

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
649096411	8/29/2023		712 Lynwood Blvd	Exterior final		Inspection Failed
648229289	8/25/2023	Craftlogic Construction	4406 Honeywood Drive	Framing Letter...no inspection yet	Framing Letter...waiting on finishing all rough-ins for MEP	Inspection Passed
647872982	8/24/2023	Hudson Walker Builders, LLC	216 Lynwood Blvd	Final building inspection for pool house		Inspection Passed
647422815	8/22/2023	CenterStone Building Group	1220 Chickering Road	Footings		Inspection Passed
646946295	8/21/2023	H&S Construction	215 Deer Park Circle	final	please let me know in advance and i can meet you to make sure we can get in the house	Inspection Passed
645834776	8/16/2023	Wisdom Construction	4320 Signal Hill Drive	Final	Please call before heading to the site so we can meet you	Inspection Passed
643558310	8/8/2023	GP Luxury	3912 Trimble Ave.	Insulation inspection	Please let me know ahead of time when you can come. Thank You	Inspection Passed
643357955	8/8/2023		626 Royal Oaks Place	Insulation		Inspection Passed
643356150	8/8/2023		712 Lynwood Blvd	Interior Final		Inspection Passed

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20F4

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
642813567	8/6/2023	GP Luxury	3912 Trimble Av	Framing	Caldwell is out of town. I will be driving from Brentwood. If you could let me know about what time, I can have the house open.	Inspection Passed
641822622	8/2/2023		626 Royal Oaks PL	Insulation		Inspection Failed

Total Records: 11

8/31/2023

3 of 4



Municipal
Inspection Partners
 Review-Enforce-Inspect

Permit Inspection Report

8/1/2023 - 8/31/2023

Permit #	Date	Jurisdiction	Project Address	Inspection Type	Description	Inspection Status
11143	8/28/2023	Belle Meade - TN	317 lynwood blvd	Insulation		Pass
11141	8/24/2023	Belle Meade - TN	216 Lynnwood Blvd	Final Inspection	Pool alarm not secured and no gate security	Fail
11142	8/24/2023	Belle Meade - TN	4410 Honeywood Dr	Framing	1 6x6 not secured in center of room. 2 LVL's throughout roof rafters not properly anchored.	Fail
11139	8/23/2023	Belle Meade - TN	306 CLARENDON AVE	Insulation		Pass
11140	8/23/2023	Belle Meade - TN	106 Westhampton Place	Insulation		Pass
11134	8/17/2023	Belle Meade - TN	212 Belle Meade Blvd	Framing		Pass
11135	8/17/2023	Belle Meade - TN	317 lynwood	Framing		Pass
11136	8/17/2023	Belle Meade - TN	106 Westhampton Place	Framing		Pass
11137	8/17/2023	Belle Meade - TN	306 CLARENDON AVE	Insulation	INSULATION IS NOT COMPLETE!	Fail
11138	8/17/2023	Belle Meade - TN	1306 Chickering Road	Slab		Pass
11133	8/12/2023	Belle Meade - TN	717 Westview Avenue	Footings		Pass

Page: 1 of 2

4 of 4

Permit #	Date	Jurisdiction	Project Address	Inspection Type	Description	Inspection Status
11131	8/9/2023	Belle Meade - TN	4411 Truxton Place	Insulation		Pass
11127	8/9/2023	Belle Meade - TN	4411 Truxton Place	Footings		Pass
11130	8/7/2023	Belle Meade - TN	4422 Iroquois Ave	Framing		Pass
11127	8/2/2023	Belle Meade - TN	4411 Truxton Place	Final Inspection		Pass
11109	8/2/2023	Belle Meade - TN	626 Royal Oaks Pl	Inspection	Insulation is inadequate in multiple locations.	Fail

Total Records: 16

8/31/2023

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2023

	Date of Complaint	Violation Address	Owner	Description	Department	Status upon Followup (Open/Closed)	NOTES
1	1/24/2023	4403 Harding Pl	Ginette & Bobby Stone (son)	Tarp on Roof	Property Maintenance	CLOSED	tarps have been removed and roof repaired
2	2/2/2023	112 Belle Meade Blvd		work does not match approved plans; no silt fence; no tree removal permit	Building	CLOSED	
3	2/17/2023	215 Paddock Ln		working in violation of Zoning Ord; too close to property line	Building	CLOSED	
4	3/22/2023	306 Clarendon Ave		HZC approval required	Building	CLOSED	
5	3/28/2023	411 Lynwood Blvd	Dr. James Perry Fields	vacant; hoarding; paint peeling; overgrown	Property Maintenance	CLOSED	
6	5/13/2023	407 W Tyne Dr	Cecile A. Long Seshul	Overgrown area along creek in front yard	Property Maintenance	CLOSED	unfounded as property tax maps show this area as owned by the Country Club and is intentional part of that hole of the golf course
7	5/30/2023	911 Westview Ave	James B. Ezzell	Driveway needs repair	Property Maintenance	CLOSED	6/5/2023 - Mr. Ezell spoke with Larry Smith and intends to pave the driveway, paint and clear the gutters
8	6/2/2023	903 Lynwood Blvd		Fence violation	Building	CLOSED	
9	6/2/2023	4310 Sunnybrook Dr		No fence permit; 3 trees cut down without permit	Building	CLOSED	
10	6/2/2023	632 Royal Oaks Pl	Tara Cavazos	overgrown yard	Property Maintenance	CLOSED	unfounded upon inspection
11	6/2/2023	4304 Iroquois Ave	Schneider Trust	Trash in middle and back part of lot	Property Maintenance	CLOSED	
12	6/2/2023	619 Westview Ave	Thomas Connor, Jr.	tarp serving as window	Property Maintenance	CLOSED	Permit applied for 9/11/2023
13	7/13/2023	216 Deer Park Dr	Anna Molette (Tenant) but Tax Card Owner is Vance & Lara Derryberry	backyard shed with vegetation/overgrown	Property Maintenance	CLOSED	
14	7/21/2023	4421 Sheppard Pl	Truitt & Carrie Ellis	work without permit	Building	CLOSED	
15	8/2/2023	423 Lynwood Blvd	E.C. Scruggs	overgrown yard	Property Maintenance	CLOSED	unfounded upon inspection
16	8/15/2023	419 or 425 Jackson Blvd	n/a	work without a permit	Building	CLOSED	Neighbor believes a pickle ball court is being constructed, should require a CUP from BZA prior to a permit being issued; No construction activity is visible from the street at either 419 nor 425 Jackson Blvd

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2023

	Date of Complaint	Violation Address	Owner	Description	Department	Status upon Followup (Open/Closed)	NOTES
							unfounded upon inspection
17	8/21/2023	604 Lynwood Blvd		work without permit	Building	CLOSED	
18	8/28/2023	429 Westview Ave		work without permit	Building	CLOSED	

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2023

	Date of Complaint	Violation Address	Owner	Description	Department	Status upon Followup (Open/Closed)	NOTES
1	3/28/2023	207 Scotland Pl	Margaret Davitt	overgrown; vehicles parked on grass	Property Maintenance	OPEN	sent NOV letter
2	5/10/2023	307 Walnut Dr	David Buttrey	work without permit; fence over height limit and in wrong location	Building	OPEN	Preparing to issue citation to city court
3	5/12/2023	215 Lynwood Terr		no erosion control in place; no ROW permit	Building	OPEN	sent NOV letter
4	5/31/2023	105 Lynwood Blvd	Ruth Cowan	Exterior Structure Maintenance Issues; yard overgrown in some areas	Property Maintenance	OPEN	neighbors primary concern is an unmaintained landscape area, not visible from the street
5	6/2/2023	714 Lynwood Blvd	John Platz, Jr.	tarp on roof	Property Maintenance	OPEN	sent NOV letter
6	6/2/2023	717 Lynwood Blvd	Elaine Glezer	lot overgrown and inoperable vehicle; not habitable	Property Maintenance	OPEN	sent NOV letter
7	6/28/2023	307 Walnut Dr	David Buttrey	work without permit; fence over height limit and in wrong location	Building	OPEN	Preparing to issue citation to city court
8	7/5/2023	4435 E Brookfield Ave	Susan Freeman	dilapidated structure (possible not habitable and without power); broken windows; tarps, gutters on ground; outdoor storage	Property Maintenance	OPEN	sent NOV letter; sister is in communication and making progress
9	7/31/2023	112 Lynwood Blvd		no erosion control in place	Building	OPEN	sent NOV letter; will reinspect
10	8/15/2023	607 Belle Meade Blvd	Joshua Payne	short-term rental	Planning	OPEN	Called on 08.22.23. Mr. Payne denied he was renting out for short-term rental. Informed him that it was not permitted less than 30 days.
11	8/29/2023	416 Royal Oaks/413 Lynwood Blvd	Derek Van Mol & Marcie Van Mol	Illegal subdivision in 2014	Planning	OPEN	sent NOV to owner; Spoke with Doug Berry on 09.05.23; building permits will not be issued for this property

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: September 18, 2023
Re: Microsoft Licensing Renewals – Microsoft Office Applications and Windows
 Operating System Licensing Subscription Renewal for three-year commitment
 October 1, 2023 – September 30, 2026.

Background

The City of Belle Meade is required to hold a license with Microsoft for each user of their proprietary office applications, including Microsoft Word, Excel, Publisher, and PowerPoint. These are annual license fees that are provided under a three-year agreement, typically negotiated at the state-wide or regional level with Microsoft.

The requested subscriptions are available for purchase from the City's existing IT support services vendor, Keystone Business Solutions, under their partnership with one of the largest indirect providers of Microsoft solutions, TD Synnex USA. The licenses would be purchased under a purchasing cooperative for state and local governments, NCPA Omnia master contract, which has been competitively solicited and publicly awarded. The City's existing licenses, which expire on September 30th, were purchased through a third-party vendor, Planet Technologies, who has additionally provided a quote. Details of both quotes are provided below:

	Quantity	Keystone	Planet Technologies
		Unit Cost (Annual Total Cost)	
Microsoft O365 – Annual Licenses	34	\$232.80 (\$7,915.20)	\$242.88 (\$8,257.92)
Microsoft Defender Plan 1 GCC – Annual Licenses	41	\$21.12 (\$865.92)	\$21.12 (\$865.92)
Exchange Online Plan 1 for GCC - Annual License	7	\$43.20 (\$302.40)	\$42.24 (\$295.68)
TOTAL		\$9,083.52	\$9,419.52

Recommendation

The Board is recommended to approve purchasing Microsoft Licenses through Keystone, utilizing competitive pricing available from 3-year cooperative purchasing agreements, at a total annual cost of \$9,083.52.

Fiscal Impact

Currently, \$78,640 in funding is available to support Telephone-Internet-Website in the FY 2024 General Fund (account number 110-41000-245) with \$7,878 being anticipated for these licenses. The difference of \$1,205.52 will need to either be covered by reducing other actual expenditures from this account or we may request to transfer funds to cover this unforeseen increased cost of operations later in the fiscal year.

Attachments

Keystone Proposal
SYNNEX NCPA Contract #01-97



Main: 615-826-3500
 Email: mmiller@wearekeystone.com
 Web: wearekeystone.com

Monthly Services		Recurring	Qty	Ext. Recurring
Software	Microsoft Office 365 GCC G3 m- Annual License Software	\$232.80	34	\$7,915.20
 Microsoft 365				
Software	Microsoft Defender for Office 365 Plan 1 GCC - Annual License Software	\$21.12	41	\$865.92
 Microsoft 365				
Software	Exchange Online Plan 1 for GCC - Annual License Software	\$43.20	7	\$302.40
 Microsoft 365				
Recurring Subtotal				\$9,083.52



Quote #MM-003588 v2

Page: 1 of 2



Main: 615-826-3500
 Email: mmiller@wearekeystone.com
 Web: wearekeystone.com

Microsoft 365 Licenses



Prepared by:

Keystone Business Solutions

Michael Miller
 615-826-3500
 mmiller@wearekeystone.com

Prepared for:

City of Belle Meade

4705 Harding Road
 Nashville, TN 37205
 Jennifer Moody
 (615) 297-6041
 jmoody@citybellemeade.org

Quote Information:

Quote #: MM-003588

Version: 2
 Delivery Date: 09/12/2023
 Expiration Date: 09/30/2023

Recurring Expenses Summary

Description	Amount
Monthly Services	\$9,083.52
Recurring Total:	\$9,083.52

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Keystone Business Solutions

City of Belle Meade

Signature: 

Name: Michael Miller

Title: Founder

Date: 09/12/2023

Signature: _____

Name: Jennifer Moody

Date: _____



Quote #MM-003588 v2

Page: 2 of 2



NCPA Contract #01-97 - Advanced Technology Solutions Aggregator - Terms & Conditions

About NCPA

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. For more information, go to www.ncpa.us.

Who Can Use NCPA's Contracts?

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's [cooperative purchasing contracts](#). These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges & Technical / Vocational Schools)
- Cities, Counties, and any Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

State Statutes

This contract is accessible nationally to public agencies whose state laws allow for intergovernmental contract use. Click here to view [your state's laws on cooperative purchasing](#).

Contract Name

SYNNEX NCPA #01-97 - Advanced Technology Solutions Aggregator

Term

August 1, 2019 thru July 31, 2024 with no additional optional years.

Awarded Manufacturers

NCPA Contract #01-97 covers all vendor product lines available at TD SYNnex. TD SYNnex and manufacturers' standard commercial certifications/authorizations are required for participation, in addition to any requirements specific to Public Sector or this contract.

Freight

All deliveries to NCPA members shall be freight prepaid, FOB Destination for CONUS delivery. For authorized Dealers, all standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis. Additional freight costs may apply for OCONUS delivery, white glove, special and expedited delivery requirements.

<https://www.synnecorp.com/us/govsolv/ncpa/>

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NCPA Contract #01-97 - Advanced Technology Solutions Aggregator - Terms & Conditions

NTE (Not-to-Exceed) Contract Pricing

- **4% Discount from MSRP** applicable to all manufacturing lines, (unless noted in Exceptions below)
- **2% Discount from MSRP** for the following:
 - Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products.
 - Manufacturers: APC, Asus, Avaya, Cisco, Crucial, Google, Global Knowledge Training, Microsoft Software, NEC, Netmotion, Seagate, and F5
- **0% Discount for:**
 - Non-Discountable SKUs
- **Services:** Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Please email fieldservices@TDSYNnex.com with any questions.
- **Dealer is encouraged to offer additional discounts** from the established contract price when possible.

Authorized Dealer Program

SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of TD SYNnex, subject to the following requirements:

- Dealer must obtain a quote from TD SYNnex Sales Rep or Team. TD SYNnex NCPA Team will include the NCPA contract NTE price to the quote.
- End-user pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to TD SYNnex. Quotes can be obtained at NCPA@TDSYNnex.com.
- Both the End-user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- Reseller must have a current account in good standing at TD SYNnex and signed Dealer Agreement. To participate, please send request to NCPA@TDSYNnex.com.
- SYNnex and manufacturers' standard commercial certifications/authorizations are required for participation.

<https://www.synnexcorp.com/us/govsolv/ncpa/>

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NCPA Contract #01-97 - Advanced Technology Solutions Aggregator - Terms & Conditions

Reporting

Authorized Dealer must provide a Report of their sales under this contract no later than the 5th day following the end of the preceding month using the template provided. Use the contract sales report portal to download the most recent template and upload your report each month. Reach out to ContractsSupportTeam@TDSYNEX.com for help if you need to correct a submitted report or adjust a recent entry online.

Submit Sales Reports: <https://www.synnecorp.com/us/govsolv/monthly-contract-reporting/>

Contract Fees

Authorized Dealer is responsible for the payment of the Contract Fee to TD SYNEX, by the 15th day of the reported month.

**Contract fee: 0.80% or 80 Bps for Commodity Products
2.00% or 200 Bps for Enterprise Products**

- The Contract Fee is calculated off the Dealer's combined monthly sales based on the total pricing charged to the NCPA members. Participating manufacturers are encouraged to provide special pricing that offsets this Contract Fee.
- Payment Method: ACH Payment is preferred, reach out to Contracts@TDSYNEX.com for ACH instructions
- Payment by check is also accepted.
 - Mail to:
TD SYNEX Corporation
c/o Public Sector Contracts NCPA SCM551293
39 Pelham Ridge Drive
Greenville, SC 29615

Marketing

There are no restrictions in the marketing of this contract directly to the cooperative membership. The NCPA Program Office can assist TD SYNEX and our participating Dealers with their marketing efforts, training and attendance at industry events and TD SYNEX GovSolv shows.

NCPA has provided a membership list to assist our dealer organization in the marketing of this contract. TD SYNEX will send all Authorized Resellers the membership list on a monthly basis. Reach out to NCPA@TDSYNEX.com for contact information.

NCPA Contact below available to connect w/ end-user/agencies, qualify them & answer any questions.

Jonathan Applegate, Director, Operations

Tele: 832-477-3475

E-Mail: japplegate@ncpa.us

<https://www.synnecorp.com/us/govsolv/ncpa/>

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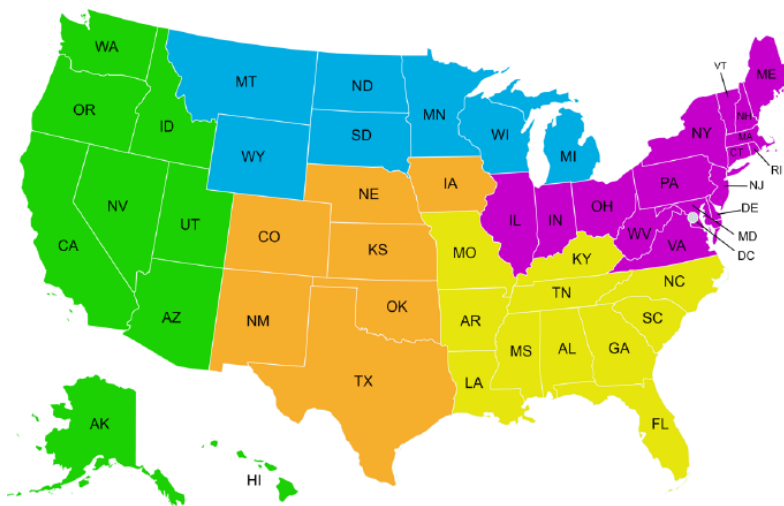


NCPA Contract #01-97 - Advanced Technology Solutions Aggregator - Terms & Conditions

Public Sector Contract Specialists, Reseller Support



Public Sector Specialist Coverage Map



Legend

Please select the BD rep based on the state in which your HQ is located.

- Nicholas Coperine**
Sr. Public Sector Specialist, South East
(914) 618-1524 | Nicholas.Coperine@tdsynnex.com
- Caroline Trembly**
Public Sector Specialist, North Central
(864) 293-3406 | Caroline.Trembly@tdsynnex.com
- Lisa McElroy**
Public Sector Specialist, North East
(703) 254-8907 | Lisa.McElroy@tdsynnex.com
- Travis Matthews**
Public Sector Specialist, South Central
(864) 908-9312 | Travis.Matthews@tdsynnex.com
- Ian Nix**
Public Sector Specialist, West Coast
(202) 688-9978 | Ian.Nix@tdsynnex.com

Jamie Grimm

Public Sector Business Development, Supervisor
(864) 373-7589 | Jamie.Grimm@tdsynnex.com

Randy Finley

Public Sector Business Development, Director
(864) 349-4390 | Randy.Finley@tdsynnex.com

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

	Fiscal 2023 Budget	YTD 2023 Budget	YTD July-23 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,335,457	\$ -	\$ -	\$ -	0%
Mixed drink taxes	60,000	5,000	6,831	1,831	37%
Permits and fees	394,500	32,875	14,020	(18,855)	-57%
State sales taxes	348,120	29,010	30,393	1,383	5%
State income taxes	-	-	1,129	1,129	0%
Gross receipts - TVA	34,812	-	-	-	0%
Franchise taxes	80,000	-	-	-	0%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	323,191	0	-	-	0%
Public safety charges	40,000	3,333	-	(3,333)	-100%
Stormwater User Fee	308,200	25,683	44,501	18,818	73%
Court fines and costs	235,000	19,583	7,862	(11,721)	-60%
State beer tax	1,334	-	-	-	0%
State-city streets	5,309	442	443	1	0%
Sports betting tax	2,901	-	-	-	0%
Other revenues	371,176	-	-	-	0%
Interest earnings	260,000	21,667	57,167	35,500	164%
Net Change in Value of Investments	-	-	16,896	16,896	0%
Contributions	20,000	-	-	-	0%
	\$ 5,825,000	\$ 137,594	\$ 179,243	\$ 41,649	61%
Operating Expenditures					
General government	\$ 983,921	\$ 81,993	\$ 74,946	\$ 7,047	-9%
Police	2,215,649	184,637	171,338	13,299	-7%
Building inspection	152,761	12,730	6,091	6,640	-52%
Highways and streets	358,159	29,847	17,634	12,213	-41%
Stormwater	232,960	19,413	3,646	15,767	-81%
Solid waste collection	633,800	79,225	83,002	(3,777)	5%
Parkways and Blvds	218,000	18,167	10,182	7,985	-44%
	\$ 4,795,250	\$ 426,013	\$ 366,839	\$ 59,174	-229%
Excess rev vs (exp) from Operations	\$ 1,029,750	\$ (288,418)	\$ (187,596)	\$ (17,525)	291%
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	742,041	61,837	4,940	56,897	-92%
Net rev vs net (exp)	\$ 287,709	\$ (350,255)	\$ (192,536)	\$ 157,719	-182%
Assets					
			July 31, 2023	July 31, 2023	
Cash			\$ 81,624	\$ 90,053	
Investments			10,002,963	9,145,934	
Investments - Designated			6,358,473	6,358,473	
Property taxes receivable			3,329,233	3,306,275	
Other receivables			104,012	138,398	
Other assets			141,784	98,714	
			\$ 20,018,088	\$ 19,137,846	
Liabilities and Reserves					
Payables and accrued liab			\$ 98,592	\$ 41,110	
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			9,576,319	9,274,655	
Revenues < expenditures			(192,536)	(266,670)	
			\$ 20,018,088	\$ 19,137,846	

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

	YTD July-23 Actual	YTD July-22 Actual	YTD July-21 Actual	YTD July-20 Actual	Average July 2020 to 2023
Operating Revenue					
Property and other taxes	\$ -	\$ 2,413	\$ 130	\$ 21	\$ 641
Mixed drink taxes	6,831	5,141	4,537	1,340	4,462
Permits and fees	14,020	91,143	61,019	14,265	45,112
State sales taxes	30,393	24,822	27,253	20,852	25,830
State income taxes	1,129	-	-	-	282
Gross receipts - TVA	-	-	-	-	-
Franchise taxes	-	-	-	-	-
In lieu of tax - utilities	-	-	13,353	-	3,338
Public safety charges	-	-	-	-	-
Road Maintenance Fee MOU	-	-	-	-	-
Public safety charges	-	-	5,050	-	1,263
Stormwater User Fee	44,501	1,059	45	-	11,401
Court fines and costs	7,862	21,263	23,777	9,290	15,548
State beer tax	-	-	-	-	-
State-city streets	443	443	482	482	463
Other revenues (includes grants)	-	54	33,809	82,650	29,128
Interest earnings	57,167	11,749	5,866	10,225	21,252
Net Change in Value of Investments	16,896	(519)	(10,040)	(4,546)	448
Contributions	-	-	25,505	-	6,376
	<u>\$ 179,243</u>	<u>\$ 157,568</u>	<u>\$ 190,786</u>	<u>\$ 134,579</u>	<u>\$ 165,544</u>
Operating Expenditures					
General government	\$ 74,946	\$ 94,644	\$ 62,965	\$ 70,619	\$ 75,794
Police	171,338	168,786	191,697	178,083	177,476
Building inspection	6,091	10,894	12,282	11,504	10,193
Highways and streets	17,634	16,169	18,663	16,877	17,336
Stormwater	3,646	41,497	42,364	42,946	32,613
Solid waste collection	83,002	80,888	63,016	61,571	72,119
Parkways and Blvds	10,182	11,359	9,153	7,429	9,531
	<u>\$ 366,839</u>	<u>\$ 424,238</u>	<u>\$ 400,139</u>	<u>\$ 389,029</u>	<u>\$ 395,061</u>
Excess rev vs (exp) from Operations	<u>\$ (187,596)</u>	<u>\$ (266,670)</u>	<u>\$ (209,353)</u>	<u>\$ (254,450)</u>	<u>\$ (229,517)</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	4,940	-	4,455	0	2,349
Net rev vs net (exp)	<u>\$ (192,536)</u>	<u>\$ (266,670)</u>	<u>\$ (213,808)</u>	<u>\$ (254,450)</u>	<u>\$ (231,866)</u>
Assets					
Cash	\$ 81,624	\$ 90,053	\$ 367,132	\$ 78,090	
Investments	10,002,963	9,145,934	7,998,688	9,833,176	
Investments - Designated	6,358,473	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,329,233	3,306,275	3,306,275	1,787,609	
Other receivables	104,012	138,398	186,593	936,512	
Other assets	141,784	98,714	89,059	583	
	<u>\$ 20,018,088</u>	<u>\$ 19,137,846</u>	<u>\$ 17,962,768</u>	<u>\$ 17,645,034</u>	
Liabilities and Reserves					
Payables and accrued liab	98,592	41,110	52,737	25,405	
Deferred rev - prop taxes	3,329,233	3,306,275	3,306,275	1,787,609	
Deferred rev - ARPA grant	848,007	424,003	-	-	
Designated reserves	6,358,473	6,358,473	6,015,020	5,009,065	
Unrestricted funds	9,576,319	9,274,655	8,802,545	11,077,404	
Revenues < expenditures	(192,536)	(266,670)	(213,808)	(254,450)	
	<u>\$ 20,018,088</u>	<u>\$ 19,137,846</u>	<u>\$ 17,962,768</u>	<u>\$ 17,645,034</u>	



Capital Budget Report - General Fund - July 31, 2023



Project/Budget Item	FY 24	FY 25	FY 26	FY 27	FY 28	Total	Actual Spent FY 24	Budget Variance FY 24
Fleet Replacement								
Vehicle Replacement	\$183,896	\$228,091	\$257,745	\$106,441	\$111,763	\$887,937	\$0	\$183,896
Total Fleet Replacement	\$183,896	\$228,091	\$257,745	\$106,441	\$111,763	\$887,937	\$0	\$183,896
Machinery and Equipment								
UTV, Starchase, Video Security System	\$113,712	\$82,000	\$86,100	\$92,169	\$100,764	\$474,745	\$0	\$113,712
Computers, Monitors, Servers	\$21,784	\$0	\$0	\$0	\$0	\$21,784	\$0	\$21,784
Total Machinery and Equipment	\$135,496	\$82,000	\$86,100	\$92,169	\$100,764	\$496,529	\$0	\$135,496
Streets								
Street paving- Per paving plan	\$497,872	\$300,000	\$315,000	\$330,750	\$347,288	\$1,790,910	\$250	\$497,622
Street paving- Master Plan, other	\$240,000	\$500,000	\$525,000	\$551,250	\$578,813	\$2,395,063	\$0	\$240,000
Total Streets	\$737,872	\$800,000	\$840,000	\$882,000	\$926,100	\$4,185,972	\$250	\$737,622
Stormwater								
Stormwater Imp- Undesignated	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$4,690	\$45,310
Total Stormwater	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$4,690	\$45,310
Total	\$1,107,264	\$1,162,591	\$1,238,970	\$1,138,492	\$1,199,403	\$5,846,719	\$4,940	\$1,102,324

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

City of Belle Meade, Tennessee Statement of Net Position Proprietary Fund (Sewer Fund) July 31, 2023		
ASSETS	FY 2023	FY 2022
Current assets:		
Cash and cash equivalents	\$ 244,555	\$ 208,457
Cash and cash equivalents- restricted	1,518,212	1,384,314
Investments		
Receivables (net of allowance for uncollectible)	44,924	46,588
Prepays	-	4,946
Inventory	15,064	15,064
Total current assets	<u>1,822,755</u>	<u>1,659,369</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,234,378	6,944,042
Accumulated Depreciation	(6,499,371)	(6,499,371)
Total capital assets (net of accumulated depreciation)	<u>1,290,605</u>	<u>1,000,269</u>
TOTAL ASSETS	<u>\$ 3,113,360</u>	<u>\$ 2,659,638</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	7,499	22,729
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>7,499</u>	<u>22,729</u>
Long-term liabilities:		
Accrued leave	4,431	4,431
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,431</u>
TOTAL LIABILITIES	<u>11,931</u>	<u>27,160</u>
NET POSITION		
Change in Net Position	17,373	24,512
Net investment in capital assets	588,920	588,920
Restricted	-	-
Unrestricted	2,495,136	2,019,046
TOTAL NET POSITION	<u>3,101,430</u>	<u>2,632,478</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,113,360</u>	<u>\$ 2,659,638</u>

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

	FY 2024 BUDGET	FY 2024 BUDGET YTD	FY 2024 ACTUAL YTD	FY 2023 ACTUAL YTD	Variance Actual vs Last Yr.
Operating revenues:					
Sewer user fees	\$ 506,837	\$ 42,236	\$ 44,925	\$ 46,588	-4%
Permits	1,600	133	-	200	-100%
Total operating revenues	508,437	42,370	44,925	46,788	-4%
Operating expenses:					
Salaries	62,332	5,194	4,724	4,763	-1%
Payroll Taxes	4,309	359	351	356	-1%
Health/Dental & Life Ins.	13,166	1,097	1,169	1,119	4%
Retirement	4,506	376	345	335	3%
Clothing & Uniforms	1,330	111	8	35	-77%
Education & Training	820	68	50	-	0%
Telephone, Internet	1,500	125	90	90	0%
Professional Services	16,430	1,369	-	-	0%
Insurance	5,400	450	450	450	0%
Repair & Maintenance Pumps	43,950	3,663	2,311	903	0%
Repair & Maintenance Vehicle	1,500	125	16	-	0%
Repair & Maintenance Other Equipment	1,000	83	-	-	0%
Operating Supplies	1,350	113	-	-	0%
Chemicals	115,000	28,750	24,300	24,600	-1%
Gasoline, Oil	8,000	667	362	730	0%
Consumable Tools	500	42	-	-	0%
Depreciation	265,000	22,083	-	-	0%
Total operating expenses	546,094	64,674	34,176	33,381	2%
Operating income	(37,657)	(22,305)	10,749	13,407	-20%
Nonoperating revenues:					
Interest income	40,000	3,333	6,624	1,621	309%
Other income	333,323	-	-	-	0%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	373,323	3,333	6,624	1,621	0%
Income before contributions and transfers	335,666	(18,971)	17,373	15,028	16%
Contributions and transfers					
Tap and access fees	16,000	1,333	-	2,000	-100%
Capital contributions	55,850	4,654	-	7,484	-100%
Total contributions and transfers	71,850	5,988	-	9,484	-100%
Change in position	407,516	(12,984)	17,373	24,512	-29%
Net position, beginning of year					
Net position, end of year	\$ 407,516	\$ (12,984)	\$ 17,373	\$ 24,512	

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

ASSETS	FY 2024	FY 2023	FY 2022	FY 2021
Current assets:				
Cash and cash equivalents	\$ 244,555	\$ 208,457	\$ 212,799	\$ 202,923
Cash and cash equivalents- restricted	1,518,212	1,384,314	-	-
Investments	-	-	1,079,973	878,807
Receivables (net of allowance for uncollectibles)	44,924	46,588	47,118	37,908
Prepays	-	4,946	4,687	3,212
Inventory	15,064	15,064	5,548	8,688
Total current assets	<u>1,822,755</u>	<u>1,659,369</u>	<u>1,350,125</u>	<u>1,131,538</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	71,723
Improvements other than buildings	555,598	555,598	555,598	454,646
Machinery and equipment	7,234,378	6,944,042	6,840,481	6,674,406
Accumulated Depreciation	(6,499,371)	(6,499,371)	(6,251,659)	(6,008,191)
Total capital assets (net of accumulated depreciation)	<u>1,290,605</u>	<u>1,000,269</u>	<u>1,144,420</u>	<u>1,192,584</u>
TOTAL ASSETS	<u>\$ 3,113,360</u>	<u>\$ 2,659,638</u>	<u>\$ 2,494,545</u>	<u>\$ 2,324,122</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	7,499	22,729	22,362	11,316
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>7,499</u>	<u>22,729</u>	<u>22,362</u>	<u>11,316</u>
Long-term liabilities:				
Accrued leave	4,431	4,431	4,543	3,412
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,431</u>	<u>4,543</u>	<u>3,412</u>
TOTAL LIABILITIES	<u>11,931</u>	<u>27,160</u>	<u>26,905</u>	<u>14,728</u>
NET POSITION				
Change in Net Position	17,373	24,512	39,364	40,051
Net investment in capital assets	588,920	588,920	836,632	1,080,100
Restricted	-	-	-	-
Unrestricted	2,495,136	2,019,046	1,591,644	1,189,243
TOTAL NET POSITION	<u>3,101,430</u>	<u>2,632,478</u>	<u>2,467,640</u>	<u>2,309,394</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,113,360</u>	<u>\$ 2,659,638</u>	<u>\$ 2,494,545</u>	<u>\$ 2,324,122</u>

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

	July 2024 FY	July 2023 FY	July 2022 FY	July 2021 FY	4 Year
	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Average
Operating revenues:					
Sewer user fees	\$ 44,925	\$ 46,588	\$ 47,118	\$ 37,908	\$ 44,135
Permits	-	200	200	200	150
Total operating revenues	\$ 44,925	\$ 46,788	\$ 47,318	\$ 38,108	\$ 44,285
Operating expenses:					
Salaries	\$ 4,724	\$ 4,763	\$ 4,279	\$ 4,577	\$ 4,586
Payroll Taxes	351	356	367	331	351
Health/Dental & Life Ins.	1,169	1,119	487	525	825
Retirement	345	335	446	393	380
Clothing & Uniforms	8	35	35	35	28
Education & Training	50	-	-	-	13
Telephone, Internet	90	90	90	92	91
Professional Services	-	-	-	-	-
Insurance	450	450	429	292	405
Repair & Maintenance Pumps	2,311	903	-	689	976
Repair & Maintenance Vehicle	16	-	89	89	49
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	-	-	-	-	-
Chemicals	24,300	24,600	23,400	24,640	24,235
Gasoline, Oil	362	730	-	50	286
Consumable Tools	-	-	-	-	-
Depreciation	-	-	-	-	-
Total operating expenses	\$ 34,176	\$ 33,381	\$ 29,622	\$ 31,713	\$ 32,223
Operating income	\$ 10,749	\$ 13,407	\$ 17,696	\$ 6,395	\$ 12,062
Nonoperating revenues:					
Interest income	6,624	1,621	18	231	2,124
Other income	-	-	12,500	25,000	9,375
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	6,624	1,621	12,518	25,231	11,499
Income before contributions and transfers	17,373	15,028	30,214	31,626	23,560
Contributions and transfers					
Tap and access fees	-	2,000	2,000	2,000	1,500
Capital contributions	-	7,484	7,150	6,425	5,265
Total contributions and transfers	-	9,484	9,150	8,425	6,765
Change in position	17,373	24,512	39,364	40,051	30,325
Net position, beginning of year	-	-	-	-	-
Net position, end of year	\$ 17,373	\$ 24,512	\$ 39,364	\$ 40,051	\$ 30,325

City of Belle Meade, Tennessee Statement of Net Position Proprietary Fund (Sewer Fund) July 31, 2023		
ASSETS	FY 2023	FY 2022
Current assets:		
Cash and cash equivalents	\$ 244,555	\$ 208,457
Cash and cash equivalents- restricted	1,518,212	1,384,314
Investments		
Receivables (net of allowance for uncollectible)	44,924	46,588
Prepays	-	4,946
Inventory	15,064	15,064
Total current assets	<u>1,822,755</u>	<u>1,659,369</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,234,378	6,944,042
Accumulated Depreciation	(6,499,371)	(6,499,371)
Total capital assets (net of accumulated depreciation)	<u>1,290,605</u>	<u>1,000,269</u>
TOTAL ASSETS	<u>\$ 3,113,360</u>	<u>\$ 2,659,638</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	7,499	22,729
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>7,499</u>	<u>22,729</u>
Long-term liabilities:		
Accrued leave	4,431	4,431
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,431</u>
TOTAL LIABILITIES	<u>11,931</u>	<u>27,160</u>
NET POSITION		
Change in Net Position	17,373	24,512
Net investment in capital assets	588,920	588,920
Restricted	-	-
Unrestricted	2,495,136	2,019,046
TOTAL NET POSITION	<u>3,101,430</u>	<u>2,632,478</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,113,360</u>	<u>\$ 2,659,638</u>

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

	FY 2024 BUDGET	FY 2024 BUDGET YTD	FY 2024 ACTUAL YTD	FY 2023 ACTUAL YTD	Variance Actual vs Last Yr.
Operating revenues:					
Sewer user fees	\$ 506,837	\$ 42,236	\$ 44,925	\$ 46,588	-4%
Permits	1,600	133	-	200	-100%
Total operating revenues	508,437	42,370	44,925	46,788	-4%
Operating expenses:					
Salaries	62,332	5,194	4,724	4,763	-1%
Payroll Taxes	4,309	359	351	356	-1%
Health/Dental & Life Ins.	13,166	1,097	1,169	1,119	4%
Retirement	4,506	376	345	335	3%
Clothing & Uniforms	1,330	111	8	35	-77%
Education & Training	820	68	50	-	0%
Telephone, Internet	1,500	125	90	90	0%
Professional Services	16,430	1,369	-	-	0%
Insurance	5,400	450	450	450	0%
Repair & Maintenance Pumps	43,950	3,663	2,311	903	0%
Repair & Maintenance Vehicle	1,500	125	16	-	0%
Repair & Maintenance Other Equipment	1,000	83	-	-	0%
Operating Supplies	1,350	113	-	-	0%
Chemicals	115,000	28,750	24,300	24,600	-1%
Gasoline, Oil	8,000	667	362	730	0%
Consumable Tools	500	42	-	-	0%
Depreciation	265,000	22,083	-	-	0%
Total operating expenses	546,094	64,674	34,176	33,381	2%
Operating income	(37,657)	(22,305)	10,749	13,407	-20%
Nonoperating revenues:					
Interest income	40,000	3,333	6,624	1,621	309%
Other income	333,323	-	-	-	0%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	373,323	3,333	6,624	1,621	0%
Income before contributions and transfers	335,666	(18,971)	17,373	15,028	16%
Contributions and transfers					
Tap and access fees	16,000	1,333	-	2,000	-100%
Capital contributions	55,850	4,654	-	7,484	-100%
Total contributions and transfers	71,850	5,988	-	9,484	-100%
Change in position	407,516	(12,984)	17,373	24,512	-29%
Net position, beginning of year					
Net position, end of year	\$ 407,516	\$ (12,984)	\$ 17,373	\$ 24,512	

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

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,524,981	5.25%	5.16%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 6,769.55
Fiscal year-to-date	\$ 13,394.02

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

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

From Operating Cash to Investment Pool (deposit):

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

City of Belle Meade**Investment Schedule - General Fund****Local Government Investment Pool****Balance at August 31, 2023**

<u>Investment Type</u>	<u>Financial Institution</u>	<u>Balance</u>	<u>Current Rate</u>	<u>Previous Rate</u>	<u>Comments</u>
Liquid Investment Account	Local Government Investment Pool	\$ 9,092,074	5.25%	5.16%	Earnings rate is monthly average
<u>Interest Earnings</u>					
	Current month	\$	40,360.68		
	Fiscal year-to-date	\$	80,447.54		
<u>Cash Transfers</u>					
<u>From Investment Pool to Operating Cash (withdrawal):</u>					
Total			\$	-	
<u>From Operating Cash to Investment Pool (deposit):</u>					
Total			\$	-	
Restricted funds in the LGIP balance:					
**** American Rescue Plans Act (ARPA) fund restricted for specific uses.			\$	848,007.08	
** David & Cindy Wilds Exemplary Service Award funds restricted to police				13,594.43	
department employees per specific guidelines.			\$	861,601.51	

Invoice

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

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

September 8, 2023
 Project No: 040-655
 Invoice No: 373448

Project 040-655 City of Belle Meade Develop BMP Manual

email: jmoody@citybellemead.org

cc: lmills@citybellemead.org

Professional Services through August 12, 2023

Task 0004 Engineering review services

Professional Fees

	Hours	Rate	Amount
Casey, Steven 100 Bellevue Drive S - 1st review (reviewing plan mark-ups with JJ)	.25	245.00	61.25
Casey, Steven 1207 Canterbury Dr - mtg w/ Ron Hale and reviewing tree removal application; discussing w/ Christine	.50	245.00	122.50
Casey, Steven 438 Lynnwood Blvd - as-built review first review	.25	245.00	61.25
Casey, Steven 903 Lynnwood Blvd - responding to homeowner's question about wet backyard by email and receiving call from engineer, Jay Fulmer, to discuss	.25	245.00	61.25
Casey, Steven 100 Bellevue Drive S - 1st review	.50	245.00	122.50
Casey, Steven 112 Lynnwood Terrace - 3rd review	.75	245.00	183.75
Casey, Steven 112 Lynnwood Terrace - reviewing resubmittal received 7/24	.25	245.00	61.25
Casey, Steven 113 West Hampton Pl - 1st review	.25	245.00	61.25
Casey, Steven 1207 Canterbury Dr - proposed pool review	.25	245.00	61.25
Casey, Steven 203 Evelyn Ave - 2nd review	.50	245.00	122.50
Casey, Steven 203 Evelyn Ave. - 1st review	.25	245.00	61.25
Casey, Steven 209 Paddock Ln - reviewing land disturbance plans w/ Christine and comparing to email communication from last April	.25	245.00	61.25
Casey, Steven 436 Lynnwood Blvd - 1st construction revision review	.25	245.00	61.25
Casey, Steven 705 Belle Meade Blvd - reviewing 8/9 submittal for alternate level spreader configuration	.25	245.00	61.25

PAID

CK#

BY

ACCT#

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

Project	040-655	City of Belle Meade Develop BMP Manual		Invoice	373448
Casey, Steven		.25	245.00	61.25	
717 Westview Ave - 1st review of 2nd construction revision					
Casey, Steven		.25	245.00	61.25	
717 Westview Ave - 2nd construction revision, 1st review					
Casey, Steven		1.50	245.00	367.50	
Belle Meade Condos at Belle Meade Blvd & Harding Place - pre-application mtg					
Casey, Steven		.25	245.00	61.25	
project mgmt					
Guy-Baker, Christine		.25	155.00	38.75	
203 Evelyn Avenue 3rd Review					
Guy-Baker, Christine		.75	155.00	116.25	
717 Westview Construction Revision 2 1st Review (call with engineer to discuss construction revision)					
Guy-Baker, Christine		.75	155.00	116.25	
100 Bellevue Drive South 1st Review					
Guy-Baker, Christine		.75	155.00	116.25	
1207 Canterbury Drive (call with pool contractor to explain previous submittal and email)					
Guy-Baker, Christine		2.00	155.00	310.00	
209 Paddock Lane 1st Review					
Thompson, Michele		.25	76.00	19.00	
Editing/Formatting					
112 Lynnwood Terrace					
Thompson, Michele		.25	76.00	19.00	
Editing/Formatting					
113 West Hampton Place					
Thompson, Michele		.25	76.00	19.00	
Editing/Formatting					
203 Evelyn Ave.					
Thompson, Michele		.25	76.00	19.00	
Editing/Formatting					
203 Evelyn Aven.					
Thompson, Michele		.25	76.00	19.00	
Editing/Formatting					
436 Lynnwood Blvd, Construction Revision					
Thompson, Michele		.25	76.00	19.00	
Editing/Formatting					
717 Westview Aven, Constr. Revision					
Thornton, Joseph		2.25	134.00	301.50	
100 Bellevue Drive South - 1st Review					
Thornton, Joseph		.50	134.00	67.00	
112 Lynnwood Terrace - 3rd Review Email again to Dewey					
Thornton, Joseph		.50	134.00	67.00	
112 Lynnwood Terrace - 3rd review					
Email Correspondence					
Thornton, Joseph		.25	134.00	33.50	
436 Lynnwood Blvd - 1st CR Review					
Thornton, Joseph		1.50	134.00	201.00	

Project	040-655	City of Belle Meade Develop BMP Manual	Invoice	373448
717 Westview Avenue - 2nd CR 1st Review				
Thornton, Joseph	1.00	134.00	134.00	
717 Westview Avenue - 2nd CR 1st Review				
Thornton, Joseph	.75	134.00	100.50	
203 Evelyn Ave - 1st Review				
Thornton, Joseph	3.00	134.00	402.00	
100 Bellevue Drive South - 1st Review				
Thornton, Joseph	.50	134.00	67.00	
112 Lynnwood Terrace - 3rd review				
Thornton, Joseph	.50	134.00	67.00	
112 Lynnwood Terrace - 3rd Review Call to Adam Dillard				
Thornton, Joseph	.50	134.00	67.00	
112 Lynnwood Terrace - 3rd Review Email again to Dewey				
Thornton, Joseph	2.00	134.00	268.00	
113 WestHampton Place - 1st Review				
Thornton, Joseph	2.25	134.00	301.50	
203 Evelyn Ave - 1st Review				
Thornton, Joseph	1.25	134.00	167.50	
203 Evelyn Avenue - 2nd Review				
Thornton, Joseph	1.25	134.00	167.50	
436 Lynnwood Blvd - 1st CR Review				
Thornton, Joseph	1.50	134.00	201.00	
438 Lynnwood Blvd - As-built Review				
Thornton, Joseph	.25	134.00	33.50	
438 Royal Oaks Drive Asbuilt - Call with Ryan Shields				
Thornton, Joseph	.75	134.00	100.50	
717 Westview Avenue - 2nd CR 1st Review				
Ward, William	.75	113.00	84.75	
203 Evelyn Avenue 1st Review				
	34.25		5,358.25	
			5,358.25	
		Total this Task	\$5,358.25	
		Amount Due This Invoice	\$5,358.25	

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

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

September 5, 2023

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

Dear Ms. Moody:

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

Enclosed is Civil & Environmental Consultants, Inc. (CEC) invoice for services through August 12, 2023. The following table breaks out the cost associated with each project. CEC recommends that you place the following highlighted statement on each applicant invoice the City sends for reimbursement: Please note, you may receive another invoice for the same review (e.g. first review) as CEC's billing period ends on different dates each month. Each billing period is four weeks long.

Project Site (Last name of applicant)	Invoice Amount
100 Bellevue Drive South (Dey residence)	\$1,008.60
1207 Canterbury Drive (Hayles residence)	\$305.10
438 Lynnwood Boulevard (Vintage South Development)	\$300.85
903 Lynnwood Boulevard (Swift residence)	\$66.35
112 Lynnwood Terrace (Sisk residence)	\$604.10
113 Westhampton Place (Hammond residence)	\$353.35
203 Evelyn Avenue (Preston residence)	\$919.85
209 Paddock Lane (Elliot residence)	\$376.36
436 Lynnwood Boulevard (Weidman residence)	\$286.36
705 Belle Meade Boulevard (Lewis residence)	\$66.36
717 Westview Avenue (Morris residence)	\$698.36
715 Belle Meade Boulevard (Belle Meade Condos)	\$372.61

Clean Earth Collections LLC

P O Box 217
Pegram, TN 37143

6152697400	jonathan.cummings3@gmail.com
------------	------------------------------

Invoice

Date	Invoice #
8/14/2023	3219

Bill To
City of Belle Meade Attn: Larry Smith 4705 Harding Rd Nashville, TN 37205

Ship To

P.O. Number	Terms	Job Location	Due Date
	Net 15		8/29/2023

Date	Description	Amount
8/3/2023	August OEM Tree clean up at 1221 Chickering Rd. Grapple truck 1.5 hrs @ \$225 Disposal \$283	620.50
8/14/2023	OEM Complete tree removal with climber at 4414 Iroquois Ave. Labor 12 hrs @ \$105 Grapple truck 12 hrs @ \$225 Disposal \$405	4,905.00
8/15/2023	Service truck 6 hrs @ \$90 OEM Tree clean up at 710 Jackson Blvd. Labor 4 hrs @ \$105 Grapple truck 4 hrs @ \$225 Disposal \$ 297	1,977.00
8/18/2023	Service truck 4 hrs @ \$90 Stump grinding @ 4 locations: - 4414 Iroquois Ave. \$425 - 1221 Chickering Rd. \$205 - 501 Bellemeade Blvd. \$452 - 710 Jackson Blvd. \$300	1,355.00
Thank you for your business. Please call me at (615) 714-2177 with any questions. Thanks, Jonathan		Total \$8,857.50

To pay by credit card visit our website cleaneearthcollections.com

GIBBS BROTHERS CONSTRUCTION, INC.

PAVING CONTRACTORS

INVOICE

CITY OF BELLE MEADE
4705 HARDING ROAD
NASHVILLE, TENNESSEE 37205

INVOICE #: 3434-8281
DATE: August 31, 2023

Stormwater Infrastructure Improvements
Sutherland Avenue

ATTN: LARRY SMITH

ITEM DESCRIPTION	UNITS		UNIT PRICE	AMOUNT
Stormwater Infrastructure Improvements - Sutherland Avenue				
MOBILIZATION	1.00	LS	\$2,500.00	\$2,500.00
CONSTRUCTION STAKES, LINES, AND GRADES	1.00	LS	\$900.00	\$900.00
DEMOLITION WORK	1.00	LS	\$4,000.00	\$4,000.00
(1) ASPHALT PAVEMENT	60.00	SY	\$75.00	\$4,500.00
(2) SAW CUTTING ASPHALT PAVEMENT	65.00	LF	\$10.00	\$650.00
(3) 12" CONCRETE PIPE CULVERT	72.00	LF	\$125.00	\$9,000.00
(3) EXISTING CULVERT EXCAVATION	96.00	CY	\$25.00	\$2,400.00
(4) BOTTOMLESS CATCH BASIN W/SLANTED GRATE	1.00	EACH	\$3,500.00	\$3,500.00
(5) SINGLE CONCRETE CATCH BASIN	1.00	EACH	\$3,500.00	\$3,500.00
(6) EXTRUDED CONCRETE CURB	18.00	LF	\$100.00	\$1,800.00
PAVEMENT STRIPING	1.00	LS	\$3,750.00	\$3,750.00
(7) SEDIMENT TUBE	1.00	EACH	\$500.00	\$500.00
(8) NAG C350 TURF REINFORCEMENT MAT	10.00	SY	\$40.00	\$400.00
SEEDING (WITH MULCH)	15.00	SY	\$20.00	\$300.00
(9) TRAFFIC CONTROL	1.00	LS	\$2,500.00	\$2,500.00

*reviewed by CEC
approved to pay
June 2024*

TOTAL AMOUNT DUE THIS INVOICE

\$40,200.00

2470 COUCHVILLE PIKE, NASHVILLE, TN 37217 (615) 883-2434

H.E. Parmer Company, Inc.
1635 County Hospital Road
Nashville TN 37218
Phone - 615-256-4687
Fax - 615-255-2513
WWW.HEPARMER.COM



INVOICE	R23-081370001
Type	
Date	6/16/2023
Page	1
Ref #	23-08137

Bill to: Belle Meade City Hall
4705 Harding Road
Nashville TN 37205

Ship to: Belle Meade City Hall
4705 Harding Pike
Nashville TN 37205

Purchase Order ID		Customer ID	Salesperson ID	Shipping Method		Payment Terms ID	
4705 Harding Pike		BLLECT0001	H001			Net 30 Days	
Quantity	Item Number	Description	U Of M	Discount	Unit Price	Ext. Price	
1	RFGCOM	Roof replacement per agreement.	EACH	\$0.00	\$14,518.00	\$14,518.00	
1	RFGCOM	Extra Wood Work.	EACH	\$0.00	\$144.00	\$144.00	
1	RFGCOM	Completed 6/12.	EACH	\$0.00	\$0.00	\$0.00	
					Subtotal	\$14,662.00	
					Misc	\$0.00	
					Tax	\$0.00	
					Freight	\$0.00	
					Trade Discount	\$0.00	
					Total	\$14,662.00	

We Accept Visa And Mastercard for your convenience.
Please pay from this copy. Invoices remaining past due
at month end will be charged a 1.5% service charge per month.



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

500 11th Avenue North, Suite 290 • Nashville, TN 37203 • Phone 615 370-8410

INVOICERemit To: KCI Technologies, Inc. P.O. Box 791479
Baltimore, MD 21279-1479Jennifer Moody
City Manager
City of Belle Meade
4 705 Harding Road
Nashville, TN 37205
jmoody@citybellemeadetn.orgKCI Invoice No. 957391
Invoice Date: 6/14/2023

KCI Project #: 892303872

Project: Traffic Calming Analysis and 30% Design

(Master Plan)

#2

Professional Services From May 1, 2023 - May 31, 2023

Description-Lump Sum Tasks:	Lump Sum Fees	Percent Complete	Prior Billed	Total Billed	Current Billed
Traffic Calming Analysis & Data Collection (task 1)	\$16,560.00	100%	\$1,490.40	\$16,560.00 ✓	\$15,069.60 ✓
30% Traffic Calming Design (task 2)	\$28,800.00	8%	\$0.00	\$2,304.00 ✓	\$2,304.00
Total:	\$45,360.00	42%	\$1,490.40	\$18,864.00	\$17,373.60
			Sub-Total Amount Due: \$17,373.60		

Project Coordination & Management (task 3)

Engineering Technician I
Planner I
Principal Planner

Hours	Rate	Billed Amount
0.00	\$80.00	\$0.00
17.50	\$110.00	\$1,925.00 ✓
8.00	\$245.00	\$1,960.00 ✓
Sub-Total Amount Due:		\$3,885.00

Estimated Reimbursables:

Mileage
Printing

Units	Rate	Billed Amount
313.84	0.655	\$205.57 ✓
		\$0.00
Sub-Total Amount Due:		\$205.57

Total Amount Due This Invoice: \$21,464.17 ✓

Proposed Tasks 1-3:	\$53,660.00
Proposed Direct Expenses:	\$450.00
PROPOSED ORIGINAL CONTRACT FEES (04/07/2023):	\$54,110.00
Less Total Contract Amount Invoiced to Date:	-\$24,669.57 ✓
Remaining Fee Amount:	\$29,440.43 ✓

approved to pay
Jennifer Moody
6/14/2023

Project Progress Comments:

- Data collection activities are complete.
- Counts and video footage is being reviewed internally.
- Initial findings have been compiled for a future presentation to key city staff.
- Field investigations have been conducted to collect current photographs of existing conditions for study streets.
- A project status update was also provided to the City.

KCI Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90
957391	6/14/2023	\$21,464.17	\$21,464.17			

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



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

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

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

 Jennifer Moody
 City Manager
 City of Belle Meade
 4 705 Harding Road
 Nashville, TN 37205
 jmoody@citybellemead.org

 KCI Invoice No. 977502
 Invoice Date: 8/18/2023

KCI Project #: 892303872

Project: Traffic Calming Analysis and 30% Design
(Master Plan)

Professional Services From July 1, 2023 - July 31, 2023

Description-Lump Sum Tasks:	Lump Sum Fees	Percent Complete	Prior Billed	Total Billed	Current Billed
Traffic Calming Analysis & Data Collection (task 1)	\$16,560.00	100%	\$16,560.00	\$16,560.00	\$0.00
30% Traffic Calming Design (task 2)	\$28,800.00	69%	\$6,336.00	\$19,872.00	\$13,536.00
Total:	\$45,360.00	80%	\$22,896.00	\$36,432.00	\$13,536.00
Sub-Total Amount Due:					\$13,536.00

Project Coordination & Management (task 3)
 Planner I
 Senior Planner
 Principal

Hours	Rate	Billed Amount
7.50	\$110.00	\$825.00
0.00	\$120.00	\$0.00
2.00	\$330.00	\$660.00
Sub-Total Amount Due:		\$1,485.00

Estimated Reimbursables:
 Mileage
 Printing

Units	Rate	Billed Amount
0	0.655	\$0.00
Sub-Total Amount Due:		\$0.00

Total Amount Due This Invoice: \$15,021.00

 Proposed Tasks 1-3 : \$53,660.00
 Proposed Direct Expenses: \$450.00
 PROPOSED ORIGINAL CONTRACT FEES (04/07/2023): \$54,110.00
 Less Total Contract Amount Invoiced to Date: -\$47,595.07
 Remaining Fee Amount: \$6,514.93

*Approved to pay
 Jennifer Moody
 8/22/23*
Project Progress Comments:

- Data collection efforts are completed and have been internally reviewed for quality control. A data collection summary has been provided highlighting key findings for each study street and outlining next steps.
- The team is now identifying locations and types of traffic calming improvements that would be appropriate to address the observed behaviors.

KCI Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90
977502	8/18/2023	\$15,021.00	\$15,021.00			
966741	7/24/2023	\$7,904.50	\$7,904.50			

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



MOBILE COMMUNICATIONS AMERICA
1136 MYATT BLVD
MADISON, TN 37115
Phone: 615-333-0108

INVOICE
80112474

Bill To:

Belle Meade Police TN
Tim Eads 4705 Harding Rd
Nashville, TN 37205

Customer No: 116434

Customer PO:

Due Date: 08/23/2023

07/24/2023		From 7/1/2023 to 6/30/2024		Terms: NET 30 DAYS	
Units	Item	Description	Unit Price	Extended	
18	TX MAINT	MAINTENANCE CONTRACT BILLING APX 6500 MOBILES (ANNUAL RATE)	159.00	2862.00	
1	TX MAINT	MAINTENANCE CONTRACT BILLING APX 6500 CONTROL STATION (ANNUAL RATE)	216.00	216.00	
19	TX MAINT	MAINTENANCE CONTRACT BILLING APX 6000 PORTABLES (ANNUAL RATE)	112.00	2128.00	

Remit To:
MOBILE COMMUNICATIONS AMERICA, INC.
PO BOX 1458
CHARLOTTE, NC 28201

Subtotal: \$5206.00

Tax: \$0.00

Total Due: \$5206.00

On Account	\$5206.00
------------	-----------

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee.

Delinquent Accounts - 18% APR will be added to Invoice(s) that are more than 7 days past due. The 18% APR will be applied on a monthly basis.

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

*9/10/23
 approved to pay
 janet fleming*

INVOICE**BILL TO**

City of Belle Meade
 4705 Harding Road
 Nashville, Tennessee 37205

INVOICE 10574
 DATE 09/04/2023
 TERMS Net 15
 DUE DATE 09/19/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/02/2023	OSBI	On-Site Building Inspector 08:00 - 3:00 pm	7	75.00	525.00
08/04/2023	OSBI	On-Site Building Inspector 08:00 am - 1:00 pm	5	75.00	375.00
08/07/2023	OSBI	On-Site Building Inspector 08:00 am - 12:00 pm	4	75.00	300.00
08/08/2023	OSBI	On-Site Building Inspector 02:00 pm - 4:00 pm	2	75.00	150.00
08/09/2023	OSBI	On-Site Building Inspector 08:00 am - 1:00 pm	5	75.00	375.00
08/11/2023	RES/INSPECT	Residential Building Inspections 3912 Trimble Ave - Insulation 626 Royal Oaks Place - Insulation (re-inspection) 712 Lynwood Blvd - Interior Final	3	100.00	300.00
08/12/2023	RES/INSPECT	Residential Building Inspections 717 Westview Avenue (footing)	1	100.00	100.00
08/14/2023	RES/INSPECT	Residential Building Inspections 08:00 - 2:00 pm	6	75.00	450.00
08/15/2023	OSBI	On-Site Building Inspector HZC Meeting	2	75.00	150.00
08/16/2023	OSBI	On-Site Building Inspector City Commission Meeting	2	75.00	150.00
08/17/2023	OSBI	On-Site Building Inspector 08:00 am - 2:00 pm	6	75.00	450.00
08/21/2023	OSBI	On-Site Building Inspector 08:00 am - 2:00 pm	6	75.00	450.00
08/23/2023	RES/INSPECT	Residential Building Inspections 1220 Chickering Road (footing) 106 Westhampton Place (insulation) 306 Clarendon Ave (insulation)	3	100.00	300.00
08/24/2023	OSBI	On-Site Building Inspector 08:00 am - 2:00 pm	6	75.00	450.00

08/28/2023	OSBI	On-Site Building Inspector 08:00 am - 2:3 pm	6	75.00	450.00
08/31/2023	OSBI	On-Site Building Inspector 08:00 am - 1:00 pm	5	75.00	375.00
BALANCE DUE					\$5,350.00

Page 2 of 2



10430 Baur Blvd
Saint Louis MO 63132-1905
United States
Phone 800-814-4843
www.omnigo.com

Invoice: I-OS016374

Invoice Date: 8/31/2023

Due Date: 9/30/2023

FEIN/TIN: 43-1507250

Bill To

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

Ship To

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

Client ID: 1004280		PO #:		Quote #: Q-33154	
Product Description	Start Date	End Date	Cost	Qty	Amount
ITI RMS - Summons Import for Handheld Ticketwriter	10/1/2023	3/31/2024	\$1,699.34	0.5	\$849.67
ITI - Records Management (RMS)	10/1/2023	3/31/2024	\$1,253.85	4	\$5,015.40
ITI - Asset / Fleet Management	10/1/2023	3/31/2024	\$1,076.24	0.5	\$538.12
ITI NIBRS - Tennessee	10/1/2023	3/31/2024	\$1,562.44	0.5	\$781.22
ITI - Computer Aided Dispatch Workstations	10/1/2023	3/31/2024	\$6,419.70	0.5	\$3,209.85
Omnigo Eversure: Continuous Training, Consulting, and Support	10/1/2023	3/31/2024	\$0.00	0.5	\$0.00

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

Refer all questions to:

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

Please reference invoice # I-OS016374 on your payment.
Thank you for your business.

Subtotal	USD \$10,394.26
* Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$10,394.26
Payment Rcvd.	\$0.00
Total Due \$	USD \$10,394.26

Remit To:

Omnigo Software
PO Box 734008
Chicago, IL 60673-4008

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

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO CONTRACTOR:
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

PROJECT: 2022 Street Resurfacing
Improvements

INVOICE NO. 5445-1
PERIOD TO: 06/29/2023
INVOICE DATE: 6/26/2023

FROM VENDOR:
Sessions Paving Company
P. O. Box 90266 Nashville, TN 37209

SPC PROJECT NO.: 5445

VENDOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1....ORIGINAL CONTRACT SUM.....	\$	294,255.00
2....Net Change by Change Orders Contract.....		
3....CONTRACT SUM TO DATE (Line 1 + 2)	\$	294,255.00
4....TOTAL COMPLETED TO DATE.....	\$	294,255.00
5....RETAINAGE:		
.....a. 0% of Completed Work.....	\$	-
.....b. 0% of Stored Material.....	\$	-
..... Total Retainage (Line 5a + 5b)	\$	-
6....TOTAL EARNED LESS RETAINAGE.....	\$	294,255.00
7....LESS PREVIOUS APPLICATIONS/CERTIFICATES		
.....FOR PAYMENT.....	\$	-
8....CURRENT PAYMENT DUE.....	\$	294,255.00
9....BALANCE TO FINISH, INCLUDING		
.....RETAINAGE.....	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	
Total approved this Month		
TOTALS	0.00	
NET CHANGES by Change Order	0.00	0

deposited 6.30.23

The undersigned Vendor certifies that to the best of the Vendor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by

VENDOR: Sessions Paving Company
BY: *Joseph A. Campbell*
JOSEPH A. CAMPBELL, CONTROLLER
State of Tennessee

Date: 06/29/2023

County of Davidson

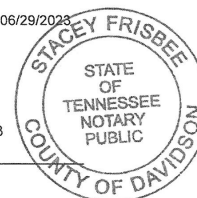
Subscribed and sworn to before me

this 29th day of June 2023

Notary Public: *Stacey Frisbee*

My commission expires:

March 09, 2027



AMOUNT CERTIFIED..... \$ 294,255.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application that are changed to conform to the amount certified.)

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Vendor names herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Invoice 758106-099
Invoice Date 06/19/23
Due Date 07/19/23

Requested By: Larry Smith

Remit To: MidTN Transportation Service
860 Visco Drive
Nashville, TN 37210

Bill To: City of Belle Meade
4705 Harding Road
Attn: Accounts Payable
Belle Meade, TN 37205

Work Description:
Installation of 3 Wood Poles & Electrical Services

Scope: 1 Installation of 25' pole class 7 - 3 locations / Camera pole locations Adresses
5901 Davidson Rd.
300 Leake Ave
712 Trimble Rd

Price Method: Time and Materials

Line #	Date of Service	Description	P. O. Number	Quantity	UM	Unit Price	Price UM	Price Total	Tax Amount	Total
Misc										
12	06/19/23	Installation of 3 25' Poles		1.00		5,625.00		5,625.00	0.00	5,625.00
Cost Type Subtotal								5,625.00	0.00	5,625.00

Scope: 2 Install Electrical Service Connections on 3 wood poles
Price Method: Time and Materials

Line #	Date of Service	Description	P. O. Number	Quantity	UM	Unit Price	Price UM	Price Total	Tax Amount	Total
Misc										
13	06/19/23	Electric Service Wire 1C #6 AWG		1.00		828.00		828.00	0.00	828.00
14	06/19/23	Riser Assembly 1"		1.00		3,654.00		3,654.00	0.00	3,654.00
15	06/19/23	Bond/Preconstruction/General Conditions		1.00		1,200.00		1,200.00	0.00	1,200.00
16	06/19/23	Electrical Service Connections		1.00		3,900.00		3,900.00	0.00	3,900.00
Cost Type Subtotal								9,582.00	0.00	9,582.00

Discount Date: **Discount Rate:** 0%

Terms: Net 30

Subtotal 15,207.00
Tax 0.00
Total 15,207.00

1 Stansell Electric Company, Inc.
Date Format - MM/DD/YY

Page 1

06/19/23 10:45:19 AM
ST-SMWorkOrderInvoice.rpt



Straeffer Pump & Supply, Inc

Remit Payment To:
PO Box 99
Chandler, IN 47610
PH: 812.476.3075 FX: 812.476.5164
ddietrich@straefferpump.com
www.straefferpump.com



INVOICE

Date	Invoice #
6/20/2023	38988

Bill To				Ship To (Same As Bill To unless noted)			
City of Belle Meade, TN 4705 Harding Rd Nashville, TN 37205 H - EMAIL				City of Belle Meade, TN 4705 Harding Rd Nashville, TN 37205 PH: 615-297-6041			
Pump S/N	See Below		Terms	Net 30	TAG:		
KM Job #	Customer P.O. No.	Buyer	Job No	Main Job #	Job Name		Ter
	3850	Dan Pritchard					9
Qty	Item Code	Description	Price Each	Amount			
10	WGL20-21-20	Myers, Grinder Pump, 2HP, 1/230 volt, 20' cord, full diameter impeller S/N: 10778106 10778107 10778100 10778101 10778102 10778103 10778096 10778097 10778098 10778099	1,523.00	15,230.00			
			Total	\$15,230.00			
DUE TO THE RISING COST OF CHARGE CARD PROCESSING FEES, EFFECTIVE SEPTEMBER 1, 2015, WE WILL BE ADDING A 3% CHARGE CARD PROCESSING FEE TO ALL PAYMENTS MADE VIA CREDIT CARD. TERMS: NET 30 DAYS, 1 1/2% PER MONTH SERVICE CHARGE WILL BE ADDED TO PAST DUE ACCOUNTS AS WELL AS ALL COSTS AND EXPENSES INCURRED IN COLLECTING ANY AMOUNTS DUE. INCLUDING ATTORNEY'S AND COLLECTION FEES. PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE ISSUED.							

Account #



4141 Rockside Road Suite 100
Seven Hills OH 44131
United States
(615) 843-6828

Bill To
LARRY SMITH
CITY OF BELLE MEADE
4705 HARDING ROAD
Nashville TN 37205
United States

Invoice

Invoice Date	6/27/2023
Invoice #	8233
Terms	Net 30
Due Date	7/27/2023
Customer PO #	Larry
Service Period	Jun 2023
Memo	

Location/Item	Description	Svc Date	Qty	Rate	Amount
Clean & Inspect Pipeline	Clean & Inspect Sewer(s) (08)		13,969.3	2.25	31,430.93
	Work Performed June 2023				
	Work Ordered by Larry Smith				
MANHOLE INSPECTION	Manhole Inspection(s) (18)		75	75.00	5,625.00


We are delighted to have you as a customer and appreciate your business!

Total \$37,055.93

For invoice questions please email Billing@SweepingCorp.com

Please be sure to include invoice numbers/remittance with your check payment.
If paying by ACH, please send remittance advice to remits@sweepingcorp.com

Please Remit Electronic Payments To:
Bank: Keybank
ABA: 041001039
Account #: 359681555884

Remittance Slip

Make Checks Payable To
Sani-Tech JetVac Services
PO BOX 74028
Cleveland OH 44194-4028
United States

Customer	CITY OF BELLE MEADE
Invoice #	8233
Amount Due	\$37,055.93
Amount Paid	_____

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

Invoice

DATE	INVOICE #
8/16/2023	73280

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

SHIP TO
SAME

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
3859	Net 30		8/16/2023	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION			7,389.56	7,389.56
2	MTL	75' CABLES			193.14	386.28
1	FR	FREIGHT S.N. WH856465 WH856460			300.00	300.00
</						