



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



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
OCTOBER 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: Police Sergeant Kate Cloxton and Officer David Linane - Wilds' Outstanding Service Awards - Chief Charles Williams pg 6

Attachment: [Wilds Award - Cloxton and Linane.pdf](#)

B. Special Presentation: Annual Application for Activity Permit - Belle Meade Historic Site - CEO Sheree Kelley pg 8

Attachment: [2024 Application for Activity Permit - Historic Site.pdf](#)

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III. MINUTES pg 12

Consideration of the Minutes of the Regular Meeting held September 18, 2023

Attachment: [Minutes - BoC September 18 2023.pdf](#)

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IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 18

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

B. Approve a 1-year Contract extension, valued at \$83,940, with Landscape Services Inc (LSI) for landscaping maintenance services for calendar year 2024 - Jennifer Moody pg 24

Attachment: [PW - Extend Landscape Contract.pdf](#)

C. Approve a 1-year Contract extension, valued at \$18,240, with Roadrunner Sweeping LLC for streetsweeping services December 1, 2023 through November 30, 2024 - Jennifer Moody pg 32

Attachment: [PW - Extend Streetsweeping Contract.pdf](#)

D. Update on Grant Projects - Jennifer Moody pg 38

Attachment: [2023 10 Memo Grant Projects.pdf](#)

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Charles Williams pg 40

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

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2. Approve a Parade Permit for the Annual Boulevard Bolt, a 5-mile charity race, for November 23, 2023 - Chief Charles Williams pg 46

Attachment: [Bolt Parade Permit App.pdf](#)

Attachment: [Course Map - Blvd Bolt 5M - recert 2022.pdf](#)

3. Approve a purchase of portable speed sign, in the amount of \$3,989.50, from Applied Concepts, Inc. utilizing state contract pricing - Chief Charles Williams pg 48

Attachment: [PD - Memo and Quote for Speed Sign.pdf](#)

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4. Approve the purchase of four police vehicles, in the total amount of \$185,296, from Lonnie Cobb Ford, utilizing state contract pricing - Chief Charles Williams pg 52

Attachment: [PD - MEMO 2023 Police Vehicles.pdf](#)

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5. Approve the purchase of one (1) tablet computer, in the amount of \$3,370.73 under statewide cooperative purchasing agreement pricing, for the Belle Meade Police Department pg 60

Attachment: [PD - MEMO for Getac Tablet.pdf](#)

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6. Approve a purchase of two mounting systems, totaling \$3,763.02, under a statewide competitive pricing agreement from Route 1 (Portable Computer Systems, Inc.) to equip new patrol vehicles - Chief Charles Williams - pg 72

Attachment: [16 PD - MEMO for Getac Tablet Mount.pdf](#)

B. Health and Sanitation

1. Monthly Reports - Nathan McVay pg 74

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

Attachment: [HS - September One Calls.pdf](#)

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2. Approve an Agreement with Metro Water to support hiring a rate consultant, of approximately \$15,000 in shared expense, and affirming commitment to work towards new a long-term wholesale customer agreement - Jennifer Moody pg 80

Attachment: [HS - Memo Wholesale Rate Agreement for Rate Study 2023.pdf](#)

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3. Approve an emergency expenditure, in the amount of \$8,250, to Dixon Plumbing Company LLC for repair of sewer lines near Westview Ave - Jennifer Moody pg 86

Attachment: [HS - memo - sewer emergency repair w Dixon Plumbing.pdf](#)

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C. Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego pg 92

Attachment: [Planning - September 2023 Report rev.pdf](#)

2. Zoning Ordinance Taskforce Update - Mary Samaniego - at meeting

D. Waste Collection - No Matters

E. Beautification/ Landscape

1. Monthly report - Laura Katherine Wood - at meeting

F. City Communications and Technology

1. Approve and authorize the Mayor to sign a letter requesting .gov domain registration for the City of Belle Meade - Jennifer Moody pg 100

Attachment: [Memo Mayor Letter to dotgov domain.pdf](#)

2. Online Property Tax Bills and Online Payments - Rusty Terry - at meeting

3. Codification of Municipal Ordinances Update - Jennifer Moody - at meeting

VI. ADMINISTRATION

Finance

1. Financial Statements - August 2023 - Leigh Mills pg 104

Attachment: [GF 08312023.1.pdf](#)

Attachment: [GF - Other revenue.pdf](#)

Attachment: [GF 08312023.2.pdf](#)

Attachment: [Capital 08312023.pdf](#)

Attachment: [SF 08312023.1.pdf](#)

Attachment: [SF 08312023.2.pdf](#)

2. Investment Schedules - Leigh Mills pg 112

Attachment: [CD Laddering 09302023.pdf](#)

Attachment: [GF LGIP 09302023.pdf](#)

Attachment: [SF LGIP 09302023.pdf](#)

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3. Approval of Invoices Over \$5,000 pg 116

1) Dixon Plumbing Company - \$8,250.00

2) J. R. & Associates - \$17,040.00

3) Keystone Business Solutions - \$9,083.52

4) SkyCop, Inc. - \$52,325.00

5) Commonwealth Chemical Inc. - \$24,060.00

- 6) J.R. & Associates (Sept 21-23) - \$11,529.00
- 7) J. R. & Associates (Oct. 2-6) - \$17,040.00
- 8) J. R. & Associates (Oct 9-13) - 17,040.00

Attachment: [Invoices over 5000.pdf](#)

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Attachment: [Invoices over 5000 added.pdf](#)

A.Facilities - No Matters

B.Human Resources / Personnel

1. Building Official Recruitment Update - Jennifer Moody pg 126

Attachment: [HR-JD Building Official 2023.pdf](#)

VII.LEGISLATION

A.RESOLUTION 2023-07 - A Resolution Amending the Fees to be Charged by the City of Belle Meade for Secondary Employment - Chief Charles Williams - pg 130

Attachment: [LEG - RES 2023-07 Secondary employment rates.pdf](#)

VIII.OTHER MATTERS

IX.ADJOURN

The next scheduled meeting of the Board of Commissioners will be Wednesday, November 15, 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: October 9, 2023
Re: David and Cindy Wilds' Outstanding Service Award

BACKGROUND

On September 2, 2023, Belle Meade Dispatch received a call from a resident advising their elderly neighbor had fallen while attempting to make himself dinner and assistance from officers was needed. Sgt. Cloxton and Officer Linane responded to the scene and was able to help the person that had fallen. I received several calls from witnesses that stated the officers were very caring and compassionate towards the victim. They stayed around and helped finish the dinner that he was preparing to ensure he was able to eat.

Sgt. Cloxton and Officer Linane were 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: September 26, 2023

Name of person being nominated for award: Sgt. Kate Cloxton, Officer David Linane

For the following Award::

 Exemplary Service Award

 X Outstanding Service

Nominating Person: Chief Chuck Williams

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 September 2, 2023, Belle Meade Dispatch received a call from a resident advising their elderly neighbor had fallen while attempting to make himself dinner and assistance from officers was needed. Sgt. Cloxton and Officer Linane responded to the scene and was able to help the person that had fallen. I received several calls from witnesses that stated the officers were very caring and compassionate towards the victim. They stayed around and helped finish the dinner that he was preparing to ensure he was able to eat.

These officers went above and beyond to help a person in need, and I am honored to nominate them for the David and Cindy Wilds Outstanding Service Award.

APPLICATION FOR ACTIVITY PERMIT
IN ACCORDANCE WITH TITLE 14, CHAPTER 2, APPENDIX C

Applicant, Belle Meade Historic Site & Winery, (a designated historic home or site in accordance with Appendix C), hereby applies for a permit to conduct the following activities on Applicant's property for the period of **January 1, 2024 to December 31, 2024** (12 months).

A. Hours of Operation for Access to Applicant's Home or Site:

Belle Meade Historic Site & Winery

Sunday through Saturday – 9 am to 5 pm

First tour begins at 9:30

Last tour begins at 4:00

Closed major holidays: New Years Day, Easter, Thanksgiving, Christmas Eve,
Christmas Day

B. Hours of Operation for any amenities provided on site:

Gift Shop: 9 am to 5 pm

Restaurant: 11 am to 3 pm

Winery: 9 am to 5 pm

Coop and Scoop: 9 am to 4:30 pm

Fox Run: 9 am to 5 pm

C. Scheduled Activities:

1. Name of Activity: WEDDINGS

a. Dates of Activities: Friday through Sunday

b. Hours of Operation: 5 pm to 11 pm

c. Planned Activities: Wedding Ceremonies and Receptions

2. Name of Activity: WINERY

a. Dates of Activities: Seven days a week

b. Hours of Operation: 9:00 – 5:00

c. Planned Activities: Wine and Bourbon based samples, tours

and retail sales

3. Name of Activity: PONIES

a. Dates of Activities: April through October

b. Hours of Operation: Daily

c. Planned Activities: None

4: Name of Activity: HISTORIC TOURS

- a. Dates of Activities: 7 days a week
- b. Hours of Operation: Daily
- c. Planned Activities: Guided, Walk-In and Group Tours

5. Name of Activity: EDUCATION

- a. Dates of Activities: 7 days a week
- b. Hours of Operation: Daily
- c. Planned Activities: Field Trips, Home School Groups and Family Tours

6. Name of Activity: RESTAURANT AND FOOD SERVICE

- a. Dates of Activities: 7 days a week
- b. Hours of Operation: Daily
- c. Planned Activities: Restaurant, group lunches, on-site catering.

7. Name of Activity: PRIVATE AND CORPORATE EVENTS

- a. Dates of Activities: 7 days a week
- b. Hours of Operation: until 10 pm
- c. Planned Activities: Private group programmed events.

D. Other Activities:

1. Name of Activity: SUMMER OPEN HOUSE

- a. Date of Activities: Sunday in late August or September
- b. Hours of Operation: until 8 pm
- c. Planned Activities: Food, Tours, Live Music, Wine and Bourbon Samples

2. Name of Activity: TRICK OR TREAT

- a. Date of Activities: Sunday in late October 12
- b. Hours of Operation: 1pm to 4 pm
- c. Planned Activities: Food and drinks, Candy give-away, crafts, games.

3. Name of Activity: CHRISTMAS OPEN HOUSE
 - a. Date of Activities: Thursday in mid-November
 - b. Hours of Operation: 4 pm to 8 pm
 - c. Planned Activities: Food and drinks, live Christmas music, Santa Clause, tours.

E. NEW ACTIVITY REQUESTS:

1. Name of Proposed Activity: EVENING MUSICAL EVENT
2. Hours of Operation: 4 pm to 9 pm
3. Planned activities: Live music and food and drinks,

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**MINUTES
BOARD OF COMMISSIONERS – SPECIAL MEETING
SEPTEMBER 18, 2023, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Mayor Rusty Moore called the meeting to order at 4:25 p.m.

Commissioners Present

Mayor Rusty Moore
Vice Mayor Haley Dale
Louise Bryan

Staff Present

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS OPENED

Special Presentation: Officer Tyler Parrish - Outstanding Service Award

Chief Williams recognized Tyler Parrish, who while on his way to work assisted Metro Nashville Police with the capture of a suspected bank robber. Parrish was awarded the David & Cindy Wilds Outstanding Service Award.

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

Steve Casey, P.E., SPECC, Vice President of Civil & Environmental Consultants, updated the commissioners on the MS4 Permit report.

A brief question and answer session followed with the commissioners.

PUBLIC COMMENTS CLOSED

MINUTES Regular meeting held August 16, 2023

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

PUBLIC WORKS

1. Monthly Reports - Nathan McVay

Assistant Director of Public Works McVay stated all projects were caught up and that creek cleaning was set to begin.

2. 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

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

3. Approve the purchase of annual holiday wreaths from Boy Scouts of America, Troop 6 in an amount not to exceed \$5,500

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

4. Update on Grant Projects - Jennifer Moody

City Manager Jennifer Moody went over current grant projects

TDOT Harding Place Sidewalks
TDEC - Sewer Collection System - Asset management Plan, Telemetry Project
ARPA - Walnut Drive Project and Culvert Rehab at Sutherland /BMB
Master Plan Project - Traffic Calming - KCI Engineering

Questions and discussion about the Master Plan Project followed with the commissioners, Moody and Beautification Committee Chairman Laura Katherine Wood.

CITY SERVICES**A. Public Safety****1. Monthly Reports - Charles Williams**

Police Chief Williams stated the he and Lieutenant Mangrum had conducted interviews for the vacancy on patrol and hoped to be able to introduce their choice in about a month.

A discussion ensued with the commissioners about the number of candidates and pay rates.

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

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

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

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

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

Motion to approve: Dale Second: Bryan Vote All aye

B. Health and Sanitation

1. Monthly Reports - Nathan McVay

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

City Manager Moody reviewed the information in the memo prepared for the commissioners, stating that the increase from Metro Water this year will be 4.5 percent, noting the budget had only added an additional 2 percent for the expected increase which was based on historical information. Moody stated that a rate study would follow this year's audit adding she felt the city would need to go up more than 2 percent.

A discussion regarding the rate, cause for increase and the next rate study ensued with the commissioners.

C. Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego

Planning Director Samaniego provided a report outlining permits that had been issued, in addition to what was included in the agenda packet.

Samaniego also stated the Andrew Pieri who is currently handling code enforcement had been working the past month to clear the backlog, adding that eleven new cases had been received within the past month, and that 18 back logged cases had been cleared, some were over a year old.

D. Waste Collection - No Matters

E. Beautification/ Landscape

1. Monthly report - Laura Katherine Wood

Wood provided an update on the recent garden tours, funds raised and the hopes of moving forward to establish the city as an arboretum, which included a discussion regarding the process with the commissioners, Samaniego and Moody.

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

Moody provided details on the license and the process.

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

ADMINISTRATION**A. Finance**

1. Financial Statements - August 2023 - reviewed Leigh Mills

2. Investment Schedules - reviewed Leigh Mills

3. Approval of Invoices Over \$5,000

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

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

B. Facilities - No Matters**CHuman Resources / Personnel - No Matters**

LEGISLATION

OTHER MATTERS

Discussion of Meeting Schedule for November - Jennifer Moody

Moody asked if the commissioners would want to move meetings falling the week of Thanksgiving, to the previous week.

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

Mayor Moore adjourned the meeting at 5:33 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

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City of Belle Meade - Public Works Department Activity Report

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/1/2023	Pulled a dead deer out of the road.			Page / Belle Meade Blvd.		Dylan	Completed	9/1/2023
9/5/2023	Fixed a flag that fell off a pole in island 34.			Belle Meade Blvd.		Dylan	Completed	9/5/2023
9/5/2023	Fixed a flag that came unhooked from the flag pole in island 25.			Belle Meade Blvd.		Dylan	Completed	9/5/2023
9/5/2023	Cut a low hanging limb in island 25.			Belle Meade Blvd.		Nathan	Completed	9/5/2023
9/6/2023	Checked on a brush pile for Marry		317	Lynwood Blvd.		Nathan & Dylan	Completed	9/6/2023
9/6/2023	Cleaned up the shop.			City Hall		Nathan & Dylan	Completed	9/6/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/6/2023	Fixed a flag that came unhooked.			Belle Meade Blvd.		Nathan & Dylan	Completed	9/6/2023
9/7/2023	Trimmed limbs hanging in the road.			Sutherland / Belle Meade Blvd		Nathan & Dylan	Completed	9/7/2023
9/7/2023	Cleaned up around the cardboarded dumpsters.			City Hall		Nathan & Dylan	Completed	9/7/2023
9/7/2023	Fixed a flag that came unhooked in island 18.			Belle Meade Blvd.		Nathan & Dylan	Completed	9/7/2023
9/7/2023	Trimmed limbs hanging in the road.		1201	Belle Meade Blvd.		Nathan & Dylan	Completed	9/7/2023
9/7/2023	Trimmed limbs hanging in the road.			Carriage Hill / Park Hill		Nathan & Dylan	Completed	9/7/2023
9/7/2023	Trimmed limbs hanging in the road.		514	Park Hill		Nathan & Dylan	Completed	9/7/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/7/2023	Trimmed limbs hanging in the road.		401	Belle Meade Blvd		Nathan & Dylan	Completed	9/7/2023
9/7/2023	Trimmed limbs hanging in the road.		405	Belle Meade Blvd.		Nathan & Dylan	Completed	9/7/2023
9/11/2023	Fixed two flags			Belle Meade Blvd		Nathan	Completed	9/11/2023
9/11/2023	Pulled left lane signs			Belle Meade Blvd		Nathan	Completed	9/11/2023
9/12/2023	Cut tree in ROW		4433	Glen Eden		Nathan	Completed	9/12/2023
9/13/2023	Trimmed row behind St. Georges			West Hampton		Nathan	Completed	9/13/2023
9/13/2023	Unloaded Chemicals			City Hall		Nathan	Completed	9/13/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/13/2023	Made two recycle cans			City Hall		Nathan	Completed	9/13/2023
9/14/2023	Went and purchased 20 recycle cans			Lowes		Nathan	Completed	9/14/2023
9/15/2023	Looked at two trees for sight issues			Belle Meade Blvd		Nathan	Completed	9/15/2023
9/15/2023	Picked up all election signs			City Hall		Nathan	Completed	9/15/2023
9/18/2023	Cleaned up cardboard area			City Hall		Nathan	Completed	9/18/2023
9/18/2023	Took down flags			Belle Meade Blvd		Nathan	Completed	9/18/2023
9/19/2023	Hung signs in PD			Police Dept.		Nathan	Completed	9/19/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/20/2023	Trimmed in ROW		109	Belle Meade Blvd		Nathan	Completed	9/20/2023
9/22/2023	Inspected low limbs		407	W. Tyne		Nathan	Completed	9/22/2023
9/25/2023	Plugged a tire			Maintenance Shop		Nathan	Completed	9/25/2023
9/26/2023	Cleaned gravel from roadway			Tyne/Belle Meade Blvd		Nathan	Completed	9/26/2023
9/27/2023	Inspected bridge column			Forsythe/Drew		Nathan & Dylan	Completed	9/27/2023
9/29/2023	Re stocked the paper products.			City Hall		Nathan & Dylan	Completed	9/29/2023
9/29/2023	Replaced a paper towel holder.			City Hall		Nathan & Dylan	Completed	9/29/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/29/2023	Mounted three paper tray holders.			Police Department		Nathan & Dylan	Completed	9/29/2023



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: October 18, 2023
Re: Landscape Maintenance Contract

Background

The City of Belle Meade solicited bids for landscape services, including mowing, turf maintenance, spring and fall flower plantings, fertilization, pruning, irrigation repairs, and hand watering areas without irrigation throughout the City of Belle Meade. Two contractors submitted bids and Landscape Services Inc. (LSI) was selected for a two-year contract. The contract terms also allowed for two additional one-year contract extensions. The initial contract covered calendar years 2021 and 2022. The Board of Commissioners approved a one-year extension last year for the current calendar year.

The contract with LSI is for monthly services at a lump sum rate of \$6,995 per month (or \$83,940 for the full 12-month period). Once again, LSI has agreed to a one-year extension to service the city for calendar year 2024 at the same monthly price level of \$6,995.00 and no other changes to the contract document. Upon your approval, the new contract term would be January 1, 2024 – December 31, 2023. Then, the City Manager intends to solicit bids in fall 2024 for services in 2025 and beyond. If the Board does not wish to approve a contract extension, the City Manager would immediately prepare to solicit bids for landscaping services and recommend a new two-year agreement with the successful bidder.

Recommendation

The Board is recommended to approve a one-year extension of an Agreement, totaling \$83,940, for landscape maintenance provided by Landscape Services, Inc. (LSI).

Fiscal Impact

The full contract is budgeted and available from a total budget of \$145,000 under Parkways and Boulevards - Horticultural Supplies and Services (General Fund acct. 110-44730-321). This account also supports the purchase of extra supplies and services outside of the contract, dirt work, and a project to survey and landscape newly donated land.

Attachment

2024 Contract proposal



PROACTIVE PERFORMANCE PARTNER
www.LandscapeServicesInc.com

2024 CONTRACT PROPOSAL

October 06, 2023

Contract No. - 62312

BELLE MEADE, CITY OF

This is an agreement between Landscape Services, Inc., 204 River Hills Dr., Nashville, TN 37210, and Belle Meade, City of ("Client"), Attn: Larry Smith , 4705 Harding Road Nashville Tennessee, 37205.

Thank you for inviting LSI to submit a proposal for your property. As your Trusted Landscape Advisor, LSI is committed to partnering with you to provide a premium quality landscape management experience. Please review the following proposed scope of services:

ROUTINE MAINTENANCE SERVICE

LSI will visit your property routinely during the growing season to provide the following services: Designated lawns shall be mowed, edged and blown clean on a routine basis to maintain a manicured appearance, up to the frequency noted. In addition, designated plant beds shall continuously be kept reasonably free of weeds. LSI will utilize legally approved post-emergent herbicides as well as remove weeds by manual means to control weed growth in an effort to maintain a consistently neat appearance.

WEED CONTROL IN BEDS

Designated areas shall continuously be kept reasonably free of weeds. LSI will utilize legally approved herbicides as well as remove weeds by manual means to control weed growth in an effort to maintain a consistent neat appearance.

MONTHLY SERVICE - EVERY 4 WEEKS

Designated lawns shall be mowed, edged and blown clean approximately every fourth week (monthly) during the growing season, up to the frequency noted.

Right of way on both sides of Harding Road from Lynnwood Boulevard to entrance a The Jewish Temple, 5015 Harding Road.

LSI Contract No. -
62312

Belle Meade, City of

October 06, 2023

SHRUB & GROUNDCOVER PRUNING

Shrub & groundcover pruning shall occur to consistently maintain the natural or desired form of the plant and according to its intended usage in the landscape. Manual pruning methods will be implemented to encourage proper plant growth and promote plant health. The shearing method will be minimized and be utilized when the specific plant responds favorably to such an approach. The frequency of pruning will vary based on the shrub growth characteristics of each plant variety.

REJUVENATION PRUNING (WINTER CUTBACK)

Includes dormant (winter) season cutback of Dwarf Crepe Myrtles, Anna Belle Hydrangea shrubs to a height of 24" inches on or about March 15th. This process will rejuvenate shrubs while promoting plant health and an extended life cycle.

PERENNIAL CARE, GRASSES & LIRIOPE CUTBACKS

Perennial plants, ornamental grasses and liriope groundcover to be cut back during the dormant and/or winter season to provide a neat appearance and promote next year's growth.

Daylilies Old flower stalks to be removed on or about September 1.

PRE-EMERGENT APPLICATION (PLANT BEDS)

Granular pre-emergent herbicide application 2 times (spring & fall) to all plant beds and tree saucers to help inhibit weed growth.

ORNAMENTAL TREE CARE (UNDER 12' HT.)

Includes pruning of tree foliage including sucker growth, dead limbs, low limbs, water sprouts, etc... as needed throughout the year, not exceeding 12' in height or the height of a standard extension pole pruner. Any tree work over 12' in height will be an extra charge, upon approval.

PINE STRAW APPLICATION

Pine straw (needles) applied to all designated plant beds and tree saucers at a 3" depth. Includes up to 600 bales.

Schedule: application in May and touch up application in November to include up to 150 bales where needed.

Any additional bales requested will be billed at \$9.00 per bale.

LSI Contract No. -
62312

Belle Meade, City of

October 06, 2023

TURF MANAGEMENT PROGRAM

Turf treatment program includes 4 applications of Pre-emergent, Post-emergent & Fertilizer throughout the year to designated focal lawn areas to promote a healthy and green lawn. These services to be performed from early spring through late fall. If additional treatments are needed, and extra charge will apply. This program is not designed to control nutsedge, violets, or insect & disease. If any of those turf issues arise, LSI will provide options for solutions to the owner and will treat upon approval.

Includes Belle Meade Blvd., City Hall and Pocket Park.

AERATION & OVERSEEDING

Core Aerate, Over-seeding & Fertilization performed to designated focal turf areas.

INSECTICIDE TREATMENT - TREE & SHRUB

Insecticide applied as needed in order to prevent or correct insect damage to ornamental trees & shrubs. The principles of Integrated Pest Management (IPM) will be adhered to. Foliage over 15' in height may be an extra charge.

TREE , SHRUB AND GROUNDCOVER FERTILIZATION

All existing trees will be fertilized each spring before March 15th and after leaves drop of deciduous trees in the fall. Using a Stagreen Nursery Special (12-6-6) or equal at a rate of 2-3lbs. per inch of trunk diameter .

All shrubs and groundcover will receive a granular slow release fertilizer same as trees but at rate of 1-2 lbs. per 100 sq. feet. to promote plant health and vigor.

LEAF REMOVAL SERVICES

Leaf litter will be removed or mulched from the property during the Fall & Winter season, up to the frequency noted, to promote a neat appearance and safe environment.

2024 CONTRACT SUMMARY

INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
Routine Maintenance Service	31	\$800.00	\$24,800.00
Weed Control in beds	31	\$525.00	\$16,275.00
Monthly Service - Every 4 Weeks	7	\$400.00	\$2,800.00
Shrub & Groundcover Pruning	4	\$800.00	\$3,200.00
Rejuvenation Pruning (winter cutback)	1	\$1,500.00	\$1,500.00
Perennial Care, Grasses & Liriope cutbacks	1	\$1,500.00	\$1,500.00
Pre-Emergent Application (plant beds)	2	\$1,100.00	\$2,200.00

LSI • 204 River Hills Drive • Nashville, TN 37210

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LSI Contract No. -
62312

Belle Meade, City of

October 06, 2023

Ornamental Tree Care (under 12' ht.)	1	\$1,615.00	\$1,615.00
Pine Straw Application	1	\$6,000.00	\$6,000.00
Turf Management Program	4	\$1,750.00	\$7,000.00
Aeration & Overseeding	1	\$7,500.00	\$7,500.00
Insecticide Treatment - Tree & Shrub	3	\$500.00	\$1,500.00
Tree , Shrub and Groundcover Fertilization	2	\$425.00	\$850.00
Leaf Removal Services	3	\$2,400.00	\$7,200.00
TOTAL:			\$83,940.00

LIST OF OPTIONAL SERVICES

SEASONAL COLOR (SPRING FLOWERS LABOR COST ONLY)

Labor per man hour (\$37.50) to install plant material will be invoiced separately as per the hourly rate quoted in the bid document.

(125) labor hours @ \$37.50 per man hour to install provided plant material = \$4,687.50

Includes beds at the following areas:

1. 8 planter boxes on Belle Meade Blvd (near Thyne)
2. Flowers on the corner of Deer Park Circle and Jackson Blvd.
3. Lynnwood / Harding (2 new beds)
4. Lynnwood/ Hobbs 1 bed on corner
5. Lynnwood – 3 way intersection 2 beds at triangle
6. Lynnwood Blvd/ West Hampton 1 large bed
7. City Hall beds at front side along hwy.70 & planters on terrace

New beds – added in the fall of 2019

Off B.M. Blvd. Sunnyside at end of cul-de-sac

Off B.M Blvd 1 bed at the end of Clarendon Avenue.

Off B.M Blvd 1 bed at the end of Cornwall Avenue

Off B. M Blvd. 1 bed at the end of Evelyn

LSI Contract No. -
62312

Belle Meade, City of

October 06, 2023

SEASONAL COLOR (FALL LABOR ONLY)

Labor per man hour to install plant material (\$37.50) will be invoiced separately as per the hourly rate quoted in the bid document.

125 labor hours @ \$37.50 per man hour to install provided plant materials =\$4687.50

IRRIGATION WINTERIZATION

Perform irrigation system Winterization which includes: draining of backflow, flush water from irrigation lines with air, set controller/timer to off position, & report any needed repairs needed must be documented by location and owner notified immediately. The following areas have an irrigation system installed: Belle Meade City Hall, all medians on Belle Meade Blvd., Triangle at Lynnwood Blvd/Lynnwood Terrace/Lynnwood Lane, Triangle at Westover Avenue and Harding Place, Deer Park Pocket Park, and the Founders Bridge and Children's Bridge on Belle Meade Boulevard.

IRRIGATION ACTIVATION

Perform irrigation system Spring Activation which includes: backflow check, energize water lines, minor sprinkler head adjustments, set controller/timer & replace backup battery, & report any needed repairs. Approximately 14 backflows . The annual fee will be invoiced separately as per the rate quoted in the bid document.

MANUAL WATERING SERVICES

Manual watering of designated plant material or flowers will be performed on an agreed frequency & schedule. Labor to water plant material will be invoiced separately as per the hourly rate quoted in the bid document.

OPTIONAL SERVICES

OPTIONAL SERVICES	OCCURS	COST EACH	EXT COST
Seasonal Color (Spring flowers labor cost only)	1	\$4,687.50	\$4,687.50
Seasonal Color (Fall labor only)	1	\$4,687.50	\$4,687.50
Irrigation Winterization	1	\$2,400.00	\$2,400.00
Irrigation Activation	1	\$2,400.00	\$2,400.00
Manual Watering Services	1	\$60.00	\$60.00
TOTAL:			\$14,235.00

LSI Contract No. -
62312

Belle Meade, City of

October 06, 2023

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	Invoice Amount
January	\$6,995.00
February	\$6,995.00
March	\$6,995.00
April	\$6,995.00
May	\$6,995.00
June	\$6,995.00
July	\$6,995.00
August	\$6,995.00
September	\$6,995.00
October	\$6,995.00
November	\$6,995.00
December	\$6,995.00
TOTAL:	\$83,940.00

Should our proposal meet your approval, please authorize by signing below.
Thank you for the opportunity to submit this proposal. Upon acceptance, this document becomes a binding contract between both parties. Contract starting 01/01/2024 and ending 12/31/2024. This contract will automatically renew annually and increase at a rate of 3% unless LSI is notified per the terms below on or before 30 days of the contract ending date.

In the event that CPI (Consumer Price Index for the South) at the time of renewal is higher than 3%, LSI reserves the right to negotiate a mutually agreed upon higher renewal rate/price increase.

Irrigation System Maintenance

Troubleshooting, repairs, or major adjustments can be performed on an as needed basis at the following rates:
\$95.00 per hour for a skilled technician
\$60.00 per hour for labor personnel
Plus the cost of parts or materials

POLICIES CONCERNING PAYMENT & CANCELLATION

As this is an annual contract, payments shall be made hereunder on a monthly basis in equal installments. Accordingly, LSI will submit invoices digitally on a monthly basis in equal amounts on or about the 1st of each month during the month in which the services are to be provided. Payment is due

LSI Contract No. -
62312

Belle Meade, City of

October 06, 2023

within 30 days. Payments to be automatically drafted each month via ACH (Automated Clearing House) method. Any payment that is more than 30 days late shall be subject to a finance charge of 1 ½% per month (18% annually), until fully satisfied and paid. If LSI is required to engage the services of professionals to collect any amounts due and owing hereunder, in addition to the amounts owed, and interest thereon, it is acknowledged that the customer shall also be liable and pay LSI its costs, fees, attorney's fees, and expenses incurred as a result thereof.

Should the customer believe or have the opinion that LSI is in default under the terms and conditions of this Contract, then prior to taking any other action, the customer shall formally notify LSI by certified mail, return receipt requested, of its opinion. Said notice shall set forth the specific events or actions that the customer believes constitute instances of default. Upon receipt of said notice, LSI shall have thirty (30) days to either cure or otherwise resolve such instances leading to default. Thereafter, should the said default remain uncured, the customer shall then have the right to notify LSI in writing, via certified mail, return receipt requested, that the Contract is then void. Upon receipt of said notice to void the Contract, LSI shall submit to customer its final invoice that shall set forth and reflect the value of all work, services and material provided by LSI under the Contract as of the date of cancellation thereof. Any invoice provided to customer due to LSI's default as outlined above, shall reflect only that amount of the actual value of work, services and materials provided or to be provided during the month of termination of the Contract. Accordingly, a final invoice as contemplated herein will reflect the total value of work, services and materials provided under this Contract, less any previous payments, to reflect the final balance due and payable. Termination of this Contract shall not be final until payment of any amounts due by customer, as reflected by the final invoice have been made to LSI.

By



Katlin M. Hollis

Date

10/6/2023

LSI

By

Date

Belle Meade, City of



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: October 18, 2023
Re: Street Sweeping Contract

Background

The City of Belle Meade solicited bids for street sweeping services throughout the City of Belle Meade and, in September of 2020, Roadrunner Sweeping LLC was selected for a two-year contract. The contract terms also allowed for two additional one-year contract extensions. The initial contract covered through November 30, 2022. The Board of Commissioners approved a one-year extension last October for the current calendar year.

The contract with Roadrunner is for monthly services at a lump sum rate of \$1,520 per month (or \$18,240 for the full 12-month period). Once again, Roadrunner has agreed to a one-year extension to service the city for calendar year 2024 at the same monthly price level and no other changes to the contract document. Upon your approval, the new contract term would be December 1, 2023 – November 30, 2024. Then, the City Manager intends to solicit bids in fall 2024 for services in 2025 and beyond. If the Board does not wish to approve a contract extension, the City Manager would immediately prepare to solicit bids for landscaping services and recommend a new two-year agreement with the successful bidder.

Recommendation

The Board is recommended to approve a one-year extension of an Agreement, totaling \$18,240, for monthly street sweeping service provided by Roadrunner Sweeping LLC.

Fiscal Impact

The City's street sweeping contract is listed as one of the City's Best Management Practices on its annual NPDES Stormwater Maintenance Report. Funding for this contract is provided by the State Street Aid Fund, a restricted fund that can only be used for street and right-of-way related expenses.

Attachment

Contract

**CONTRACT FOR STREET SWEEPING
IN THE CITY OF BELLE MEADE
BEGINNING DECEMBER 1, 2020 AND
ENDING NOVEMBER 30, 2022**

THIS CONTRACT is made and entered into this day of November 23rd, 2020 by and between the City of Belle Meade, Tennessee (the "City"), and Roadrunner Sweeping, LLC, a corporation located in the City of Nashville, Tennessee, (the "Contractor").

WHEREAS, the City of Belle Meade ("the City") provides as a public service to its residents, removal of regular day-to-day build-up of material and debris in an area 7 feet wide from the paved shoulder edge or curb.

1. Roadrunner Sweeping, LLC, ("the Contractor"), will remove regular day-to-day build-up of material and debris within the City once a month and will complete this on a pre-agreed schedule/route (weather permitting) for the lump sum payment of \$1,520.00 (one thousand five hundred twenty dollars) per month.

Holidays upon which work will not be required are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Work schedules shall be moved forward or back one or two days, depending upon what day of the week the holiday occurs, so that every scheduled location receives its regularly scheduled service.

2. The Contractor, in addition to the above service, will supply emergency street sweeping services, which includes any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material, (including the proper disposal of those materials) as directed by the City Manager or Public Works Director for a payment of \$125.00 per hour or \$47.50 per curb mile. The City requires a two (2) hour maximum response time unless otherwise directed.

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

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

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

(b) The Contractor's employees shall wear a clean uniform or shirt bearing the Contractor's name.

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

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

2020-2022 City of Belle Meade Street Sweeping Contract

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

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

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

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

6. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. The climatic conditions include, but are not limited to, heavy rain, fog, snow, ice, sleet, and high winds.

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

8. The Contractor, being located at 5543 Edmondson Pike, Suite 181, Nashville TN 37211, and being represented by Charles McDaniel, will be accessible by the City at any hour on any day at 615-922-8185 (Phone number)

9. All equipment used by the Contractor for the removal of regular day-to-day build-up of material and debris and disposal, shall comply with all specifications and requirements of the Federal, State, Metro and Belle Meade governments or any other entity, which has jurisdiction there over.

10. Payment – In consideration of and upon the faithful performance by the Contractor and compliance with the conditions set forth herein, the City shall pay to the Contractor the sum of \$1,520.00 per month for once a month street sweeping services, plus \$125.00 per hour or \$47.50 per curb mile for any emergency street sweeping as additionally directed by the City Manager or Public Works Director.

Payment will only be made on a monthly basis and upon submission by the Contractor to the City Manager of an itemized billing as noted above.

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

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

2020-2022 City of Belle Meade Street Sweeping Contract

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

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

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

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

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

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

17. Hours of Commencement – Service under this contract shall not commence prior to 7:00 a.m. nor extend past 3:00 p.m., except in emergency situations requiring such.

18. Terms and Renewal Option - The term of the contract shall be for two (2) years beginning December 1, 2020 and ending November 30, 2022. After completion of the initial contract period, the contract may be renewed for a period not to exceed one (1) year per renewal up to two (2) years upon written confirmation from the City and the Contractor. The per mile and per hour cost will be adjusted using the Consumer Price Index based on any increase or decrease in the Transportation Index.

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

2020-2022 City of Belle Meade Street Sweeping Contract

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

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

DISPOSAL

Removal and disposal of debris during the cleaning operation shall be the responsibility of the Contractor. The Contractor shall comply with all applicable Federal, State, and local laws and ordinances related to the hauling, handling, and disposal of such material. The disposal facility name must be furnished to the City's Department of Public Works in writing. The Contractor will provide water to be used during sweeping for control of dust. All landfill fees shall be the responsibility of the Contractor.

Any increase or decrease in disposal cost, due to the relocation of the disposal site will be negotiated between the City and the Contractor.

EQUIPMENT

The Contractor must start this contract with street sweepers that are in excellent working condition. The sweeper(s) must be of necessary size for street sweeping. No parking lot sweepers will be allowed. The equipment used for cleaning shall be a regenerative air vacuum sweeper (six) 6 cubic yards capacity or a mechanical broom type that will safely and effectively perform the cleaning work. All sweepers shall have a factory installed dust suppression system. All cleaning equipment shall be equipped in accordance with existing state, federal, and local laws. The Contractor must have available one (1) spare sweeper of the same size or larger capacity that is utilized on the contract. All equipment shall have the Company name and/or logo prominently displayed.

Equipment to be utilized:

Makes: (1) _____ (2) _____ (3) _____
Model _____
Unit # _____
Year: _____

CITY

The City will provide Contractor with a designated individual that will help coordinate sweeping, verify that work has been completed as scheduled, and handle problems that may arise in areas of the City's responsibilities, such as removal of abandoned or parked automobiles, and coordinating after special events. The City will furnish the Contractor with a list of roads along with a frequency for sweeping of each.

HOURS

Hours of operation will be:

Day Time: 7:00 a.m. until 3:00 p.m., Monday – Friday

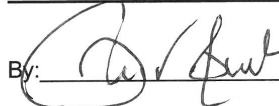
INVOICING

Contractor will submit a monthly statement to the City showing streets swept. Payment will be made by the City within thirty (30) days of receipt.

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

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

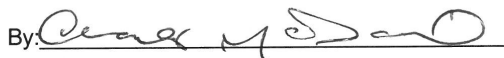
THE CITY OF BELLE MEADE

By:  _____

Print Name: JAMES V. HUNT

Title: Mayor

(Contractor Name)

By:  _____

Print Name: CHARLES MCDANIEL

Title: Owner



CITY OF BELLE MEADE ADMINISTRATION

Memo

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

1. TDOT – HARDING PL SIDEWALKS – as of 10/13/23

- a. Our project engineers with Benesch have begun preliminary design of the sidewalk layout.
- b. Our NEPA reviews are ongoing, with one significant comment being received from TDOT Cultural Resources (Historic Preservation) section. Based on their review, we will be required to provide a survey by a qualified historian, including an effects assessment for any resources found to be eligible for the National Register of Historic Places. Both St. George's and City Hall will be assessed for eligibility. The culvert in front of St. George's will need to be surveyed, as well as any other resources that are over 50 years old. Benesch provided an estimate of approximately \$13,500 for the historic study and will need to provide an addendum to their current contract to add this unanticipated expense to the project.

2. TDEC – SEWER COLLECTION SYSTEM - ASSET MANAGEMENT PLAN, TELEMETRY PROJECT – No Update as of 10/13/23

- 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 – as of 10/13/2023

- a. The Walnut Drive Project continues to be in final design phase. The project team completed geotechnical study without boring or taking samples of the roadway base and subgrade soils.
- b. A project webpage is currently being developed that will include copies of plan sheets so neighbors can see the overall design. Also, regular email updates to neighbors will begin as soon as the webpage is complete.
- c. City Manager and CEC engineers met with Dr. Price of 312 Walnut Dr regarding project design and a proposed easement for a 12" stormwater pipe and other improvements to be installed on his lot. We will proceed towards agreement on an easement.

4. MASTER PLAN PROJECT – TRAFFIC CALMING – KCI ENGINEERING – as of 10/13/2023

- a. Commissioners, City Manager, City Planner, Police Chief, Beautification Committee Chair, and citizens from the 2022 Ad hoc committee on traffic calming met virtually with the KCI project team on October 11th to review concepts for traffic calming and safety improvements at

various intersections throughout the City. Next, KCI will continue to review the concepts internally with their roadway design team and will then, make a final presentation and delivery of the concepts to the City.

- b. During the meeting, KCI was asked to provide a proposal for “fast-tracking” improvements to the section of Belle Meade Boulevard from Harding Place to Chickering Lane; the proposal should include carrying the concept through to final design and development of bid documents for construction.

Belle Meade Police Department
Monthly Statistics

September 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	8	8	7	2	10	1	2			3	1	40	36	601
Cloxtton	22	23	17	5	54	1			1			22	144	1010
Corter	18	3	5	2	1							77	126	856
Donegan	Training													
Doty	9	13	26	17		4			5			36	66	738
Dunn		6	9	2										58
Germany	1	35	77	45	55					2				526
Linane	21	7	11	6		3	1		2			66	126	1140
Parrish	14	16	11	3	1	8			2			31	64	521
Read	26	105	77	19	96	6	2		1	4		73	66	768
Roark	13	46	59	47	52					3		25	24	685
Samol	21	21	17	6	2	1			1			59	126	818
Scarborough	28	23	23	8	16	5	3			4		78		728
Wright	17	16	10	3	5	2				2		71	112	733
Yokley	1	67	57	22		2			2					332
Totals:	199	389	406	187	292	33	8	0	14	18	1	578	890	9,514

LPR REPORT – SEPTEMBER 2023

Stolen Tag - 2

- 1 - Officers checked the area but were unable to locate the vehicle.
- 1 - Officers located and stopped the vehicle. During the stop, officers determined that the vehicle was stolen as well. The driver was taken into custody and the vehicle was towed.

Stolen Vehicles - 3

- 2 - 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.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

Sep-23	1600.605	196.001	179.661	0.000	0.000
Oct-23	1594.432	142.944	189.274	17.031	11.477
Nov-23	1655.465	130.449	203.946	18.026	0.000
Dec-23	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
Sep-23	1683.678	128.890	72.200	0.000	13.829

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

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
Sep-23	\$5,787.28	\$443.93	\$260.90	\$0.00	\$44.47



Police Department Monthly Report October 2023

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: September 5, 2023 to October 8, 2023

NEW CASES ASSIGNED

23-0230 Matter of Record At this time we are investigation a complaint receiving threatening text messages from an unknown person.

23-0244 Leaving the Scene of an Accident Incident was initially reported as vandalism. Investigation is ongoing for the appropriate offense.

23-0248 Auto Burglary, Identity Theft Motor vehicle was burglarized at the Belle Meade Country Club. Victim's ID was used to purchase a substantial amount of gift cards. The suspects are not local individuals and investigation is continuing with other law enforcement agencies across the country.

Continuing Investigations:

Arrest was made concerning the theft of a Belle Meade residents mail. The arrestee from Battlesboro North Carolina was booked into the Davidson County Jail, posted a \$50,000 dollar bond and released pending his court date.

In a companion case, another suspect was arrested by the Williamson County Sheriff's Department for outstanding warrants from Oak Grove Kentucky for theft of mail. This theft resulted in a loss of over \$100,000 dollars.

This investigation is continuing, and more arrests and charges are expected.

ASSISTING OTHER AGENCIES

Metro Nashville Police - Belle Meade resident filed a fraud report with the Metro Police Department. This case is still ongoing.

Signal Mountain Police Department- Agency requested assistance on their investigation concerning stolen credit cards. Working with BNA Police Department we were able to identify a

suspect who was using the stolen credit cards to obtain thousands of dollars of currency and goods from that jurisdiction. This individual was from the State of Florida. Through our investigation, we were able to eliminate him as a suspect in our theft case.

Assisting Residents.

Presented a program at the St. George Church on scam cases. This presentation included the most common type of scams they will encounter, what to do if they have been targeted and how to prevent the offense from taking place.

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CITY OF BELLE MEADE

4705 Harding Road
Nashville, TN 37205

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

**Application for a
Parade Event Permit**

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

Organization or Party Seeking Permit: Boulevard Bolt

Representative (Name and Title): Molly Craig, Event Coordinator

Address: 222 Belle Meade Boulevard, Nashville, TN 37205

(Include Street, City, State & Zip)

Telephone #: 615-542-6035

Fax # n/a

Description of Activity: Five-mile charity race

Requesting Date: 11/23/2023

Time: 5:00am - 10:00am a.m. or p.m.

Please Attach a Diagram Showing the Location and Route.

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


Signature of Applicant

9/16/23
Date

Permit Approved:

City of Belle Meade City Manager

Date

The Boulevard Bolt
Nashville, TN

Course distance = 5 miles

Start/Finish/Mile Descriptions

Start On Belle Meade Blvd (east side of median), 70'0" north of fire hydrant near driveway at 108 Belle Meade Blvd.

Mile 1 On Belle Meade Blvd, 118' past hydrant on left at 520 Belle Meade Blvd (in median opening #18).

Mile 2 On Belle Meade Blvd, 49'0" before start of concrete bridge rail on left before W Tyne Dr.

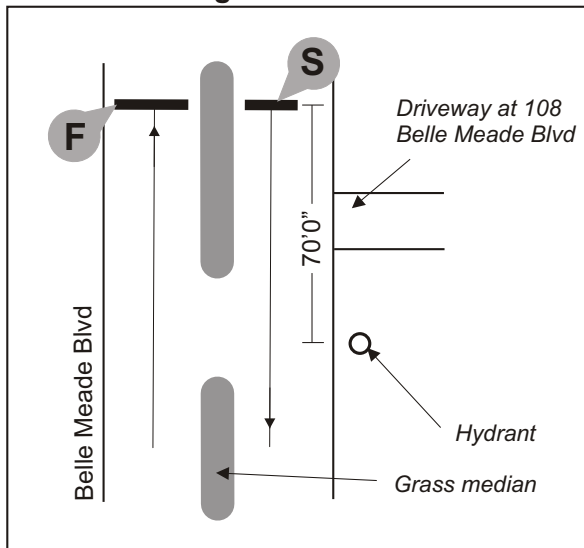
Mile 3 On Belle Meade Blvd, 1'4" past end of concrete bridge rail on left before W Tyne Dr.

5K On Belle Meade Blvd, 90'0" past end of concrete bridge rail on left past Tyne Blvd.

Mile 4 On Belle Meade Blvd, 116' before hydrant on right at 520 Belle Meade Blvd (in median opening #18).

Finish (Mile 5) On Belle Meade Blvd (west side of median), 70'0" north of fire hydrant near driveway at 108 Belle Meade Blvd.

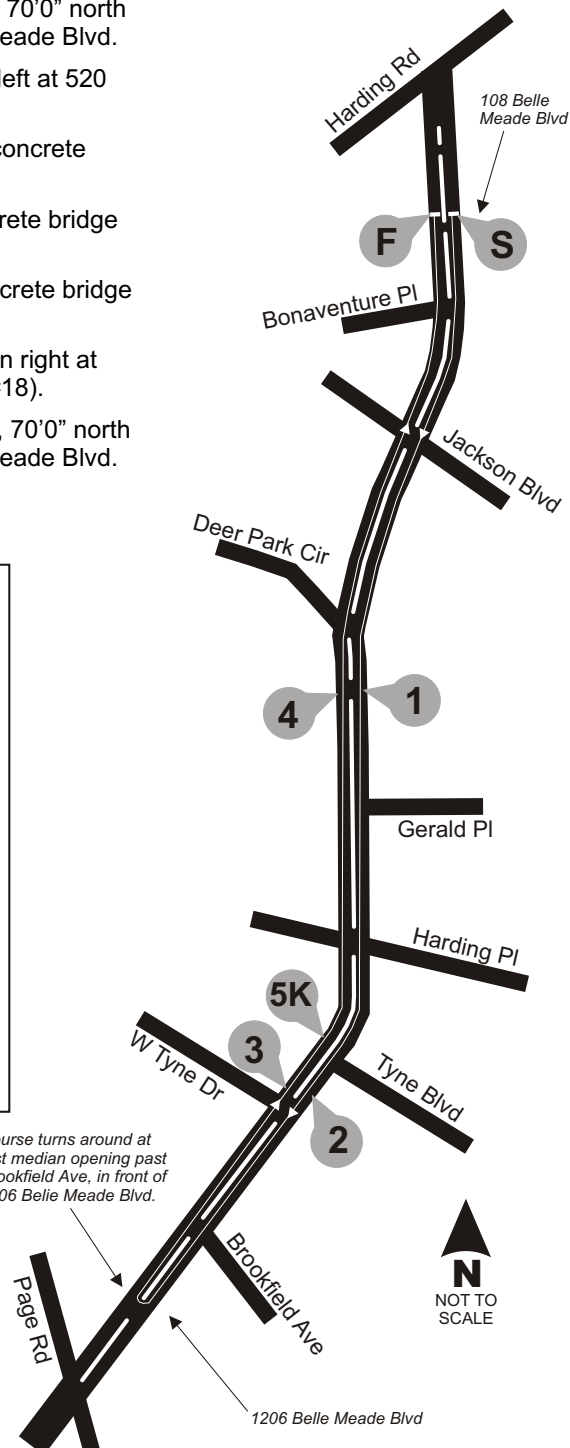
Start/Finish Diagram



Notes:

All points are marked with PK nails, 1' from edge of pavement on right side unless otherwise noted. All descriptions are given in direction runners travel and distances to center of objects unless otherwise noted. Runners restricted by center median as shown, but otherwise follow Shortest Possible Route (SPR).

Measured by Jeff Hammond (615-372-1527, hammondjeff@hotmail.com)
on October 1, 2022.





CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 18, 2023
Re: Speed Sign Purchase

BACKGROUND

The Police Department utilizes portable RADAR signs to collect data on city streets. This equipment helps us to identify problem areas and times, so that we can take the appropriate measures to combat the speeding problems. We currently have 2 signs that are used frequently in the 400 block of Lynwood. The additional sign will be moved around to multiple locations in the city. This purchase is on State Contract #34961498, which alleviates the need for three quotes.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve the purchase of one additional speed sign from Applied Concepts, Inc.

FISCAL IMPACT

The cost of the speed sign and battery back \$3,989.50. This was budgeted in our THSO grant and will be completely reimbursed. This purchase is on State Contract #34961498

ATTACHMENT

Speed Sign Quote



applied concepts, inc.

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

National Toll Free: 1-800- STALKER

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

Q U O T E
2079400

Page 1 of 2

Date: 10/09/23

Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Effective From : 10/09/2023

Valid Through: 01/07/2024

Lead Time: 45 working days

Bill To: City of Belle Meade 4705 Harding Road Nashville, TN 37205-2809	Customer ID: 372051 Accounts Payable	Ship To: Belle Meade Police Dept 4705 Harding Road Nashville, TN 37205-2809	<i>FedEx Ground</i> Chief Chuck Williams
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	836-0012-00	PMG 12 Inch Display with Traffic Analyst	24	\$3,450.00	\$3,450.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	1	200-1312-00	12"PMG w/Traffic Analyst, configured with:		\$0.00
	2	1	035-0002-22	12" PMG Shipping Box		\$0.00
	3	4	035-0002-20	PMG Corner Packing Foam		\$0.00
	4	1	060-1000-24	24-Month Warranty		\$0.00
	5	1	006-0076-00	PMG Installation Guide		\$0.00
	6	1	200-1206-00	12" PMG Speed Display		\$0.00
	7	1	200-5500-10	12" PMG Controller, Normal Speed		\$0.00
	8	1	200-1206-10	12" PMG Bezel, White		\$0.00
	9	1	200-1338-10	12" PMG Display - Amber LED, Red/Blue Strobes		\$0.00
	10	1	200-1206-50	No Flash Selected		\$0.00
	11	1	200-1206-55	12" PMG Pole Mount, 2-Part		\$0.00
	12	1	200-1395-01	PMG Battery Backpack - SLA w/Solar Controller		\$0.00
	13	1	200-1559-00	12" PMG w/Backpack - Dual USB-V2		\$0.00
	14	1	200-1206-60	PMG Key Fob and Control Module		\$0.00
	15	1	200-1206-08	PMG Expanded Memory Option, 8GB		\$0.00
	16	1	200-1330-50	PMG 50W Solar Power Package		\$0.00
	17	1	200-1419-00	Battery Backpack Solar Option Kit		\$0.00
	18	1	200-1369-50	12" YOUR SPEED White Surround, Backpack		\$0.00
Group Total						\$3,450.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1		Selected Accessories	0		\$0.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	19	4	200-1397-00	PMG Backpack Battery Kit - SLA 22Ah w/Wiring	\$90.00	\$360.00
	Group Total					\$360.00

** Continued on Next Page **



applied concepts, inc.

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

National Toll Free: 1-800- STALKER

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

QUOTE
2079400

Page 2 of 2

Date: 10/09/23

Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Effective From : 10/09/2023 Valid Through: 01/07/2024 Lead Time: 45 working days

Bill To: City of Belle Meade 4705 Harding Road Nashville, TN 37205-2809	Customer ID: 372051 Accounts Payable	Ship To: Belle Meade Police Dept 4705 Harding Road Nashville, TN 37205-2809	<i>FedEx Ground</i> Chief Chuck Williams
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Product	\$3,810.00	Sub-Total:	\$3,810.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$179.50
		Total: USD	\$3,989.50

001

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

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 18, 2023
Re: Police SUV and Lighting Purchase

BACKGROUND

The 2023-2024 Police Department budget includes the purchase of four 2023 Police Interceptor Utility Vehicles with Lighting. Lonnie Cobb Ford tentatively preordered four for us on July 1, 2023, due to the high demand for police vehicles and the lack of availability. These four vehicles arrived at their lot last week. Lonnie Cobb is on state contract #75347, which alleviates the need for additional bids. These vehicles are expected to be ready in November.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve the purchase of four additional patrol vehicles with lighting.

FISCAL IMPACT

There was \$183,896 budgeted for the purchase of the new patrol vehicles. The cost of each vehicle is now \$46,324.00, which makes the total purchase cost \$185,296. This is an increase of \$1400.00. However, four 2017 Dodge Chargers will be sold after the new vehicles are completed.

ATTACHMENT

Lonnie Cobb Contract

2023 Police Intercept Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 02/23/2023



Lonnie Cobb Ford | 1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121 | Fax: 731-989-3502

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

Price Level: 320

Hybrid/electric components warranty	96 months/100,000 miles
---	-------------------------

2



Prepared by: STEVEN BLACKSTOCK

02/23/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$47,165.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

02/23/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i>	\$60.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
YZ_01	Oxford White	N/C
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
light pkg	light pkg <i>Choice of Roof mounted lightbar or interior lightbar and rear traffic stick push bumper console dual gunlock prisoner transport cages siren and speaker headlight led's - corners tail light flasher LED's on pushbumper Led's on liftgate led's on side of pushbumper under mirror lights</i>	\$9,295.00
tint	tint <i>tint windows</i>	\$150.00

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Prepared by: STEVEN BLACKSTOCK

02/23/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$54,825.00
Destination Charge		\$1,495.00
TOTAL		\$56,320.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

02/23/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$1,785.00
Colors	\$0.00
Upfitting	\$9,445.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$56,320.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$9,996.00
Total		\$46,324.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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**CITY OF BELLE MEADE
POLICE DEPARTMENT**

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 18, 2023
Re: Getac Tablet Purchase

BACKGROUND

The Police Department utilizes Getac tablets in our patrol cars to monitor the LRP security system and to issue citations. With the addition of Officer Zack Donegan to the team, we need one additional tablet.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve the purchase of one GETAC A 140 tablet from Route 1 (Portable Computer Systems, Inc.)

FISCAL IMPACT

The cost of the tablet is \$3,370.73. This was budgeted in our THSO grant and will be completely reimbursed. This will be purchased under the NCPA #01-97, which alleviates the need for three quotes.

ATTACHMENT

Route 1 Quote



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

Quote

#665

10/09/2023

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

Bill To

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

Ship To

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

TOTAL

\$3,370.73

Expiration Date: 11/08/2023

Terms	Expiration Date	PO #	Sales Rep	Shipping Method
Net 30	11/08/2023		Alex Rogowski	

Notes

NCPA Contract #01-97

Quantity	Item	Description	Unit MSRP	Rate	Amount
1	AM4264D AXBXX	A140G2: i7-10510U, (No Webcam), Win11 +16GB, 256GB PCIe SSD, SR LCD+TS+Stylus, WIFI+BT+GPS+4G+PT, LAN, SC reader, 3 Yr Warr B2B			\$3,370.73

Subtotal \$3,370.73

Tax Total (0%) \$0.00

Total \$3,370.73

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

Customer Authorizing Party Signature: _____

Date of Signature: _____



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

Quote

#665

10/09/2023

Terms of Sale

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

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

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

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

1. Acceptance of Order

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

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

2. Pricing and Availability

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



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

Quote

#665

10/09/2023

3. Payment Terms and Credit Card Payments

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

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

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

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

4. Partial Billing by the Seller

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

5. Shipping Terms and Policies

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

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



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

Quote

#665

10/09/2023

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

6. On-Site Agreement Policy

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

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

7. Back Orders

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

8. Return Policy – All Sales Final

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

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



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

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

9. Errors

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

10. Disclaimer of Warranty

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

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



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

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

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

11. Manufacturer's Warranty

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

12. Confidentiality

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

13. Intellectual Property

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

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



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14. Waiver of Liability Relating to COVID-19

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

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

15. Support Contract as Applicable

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

(a) Warranty Term for Onsite Workmanship

The Seller guarantees its workmanship post application. The warranty term is found in your quote. This warranty extends to hardware installations performed by the Seller personnel. The Seller does not warranty any third-party equipment or software. The Seller will pass along the warranty it receives from the original equipment manufacturer or owner of the software.

(b) Server, Software, and Firmware Updates

As part of your support contract, the Seller may install critical software and firmware updates from manufacturers as required and when released. Critical updates will have priority, non-critical updates will be completed on an as needed basis and based on the terms of your support contract with the Seller.

(c) Remote Support Rapid Response

The Seller provides remote support to all clients. Depending on the plan, your authorized contacts are guaranteed a specified response time during the contracted support hours. Support is not available on weekends and holidays for elemental and comprehensive support plan clients.

(d) Number of Calls

The number incidents per month that your authorized contact(s) can make to our support team is defined in your quote.

(e) Annual Site Maintenance Visit

Defined in your quote.



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(f) **RMA Processing and Tracking**

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

(g) **Camera Type**

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

(h) **Authorized Contacts**

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

(i) **Annual Configuration Time**

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

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

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

(k) **Client Support Hours**

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

(l) **Emergency Responsiveness**

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

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

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



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

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

16. Privacy

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

17. Dispute Resolution and Binding Arbitration

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

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

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

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



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18. Applicable Law and Jurisdiction

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

19. Export Controls

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

20. Severability

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

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CITY OF BELLE MEADE
POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 18, 2023
Re: Tablet Mount Purchase

BACKGROUND

The Police Department utilizes Getac tablets mounts in our patrol cars. These mounts securely hold the tablets that officers use daily. With the purchase of four new patrol vehicles, two of the older mounts need to be upgraded.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve the purchase of two tablet mounts, totaling \$3,763.02, from Route 1 (Portable Computer Systems, Inc.).

FISCAL IMPACT

This purchase is eligible for 100% grant reimbursement from THSO.
This will be purchased under the NCPA #01-97, which alleviates the need for three quotes.

ATTACHMENT

Route 1 Quote



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

Quote

#695

10/18/2023

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

Bill To

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

Ship To

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

TOTAL

\$3,763.02

Expiration Date: 11/17/2023

Terms

Net 30

Expiration Date

11/17/2023

PO #

Sales Rep

Alex Rogowski

Shipping Method

Notes

NCPA Contract #01-97

Quantity	Item	Description	Unit MSRP	Rate	Amount
2	OHHGTC 8023	A140 Havis Vehicle Docking W/ Tri- Passthrough,W/ Bracket (Include 120W vehicle adapter)		\$912.00	\$1,824.00
2	590GBLO 00195	TG3 83 Key, Backlit, Touchpad, USB, Coiled Cord, No logo, bundled 3 year warranty		\$207.20	\$414.40
2	C- HDM-204	HAVIS-POLE, TELE, HDM,SDMT, 8.5H,W- SHRTHNDL		\$171.65	\$343.30
2	C- KBM-202	DEVMT, KYBRD, ADPTR, UNVMT		\$130.00	\$260.00
2	C-MD-317	PKG,DEVMT,ACTADP.MNT RKYB, MNTR,TS		\$460.66	\$921.32
Subtotal					\$3,763.02
Tax Total (0%)					\$0.00
Total					\$3,763.02

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

Customer Authorizing Party Signature: _____

Date of Signature: _____

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
9/6/2023	433	Lynwood Blvd	Dylan Hood	Red Light	Bad Contacts		☑ Replaced contacts		
9/10/2023	617	Westview Ave	Nathan McVay	Red Light	Bad Pump		☑ Replaced Pump	WH850575	Replacement
9/14/2023	4423	Iroquois Ave	Nathan McVay	Red Light	Bad Pump		☑ Replaced Pump	WH851984	Replacement
9/15/2023	1307	Chickering Rd	Nathan McVay	Red Light	Bad Pump		☑ Replaced Pump	WH851227	Replacement
9/16/2023	4308	Harding Pl	Nathan Mcvay	No Power	Short in Electrical Conduit		☑		
9/21/2023	533	Jackson Blvd	Nathan Mcvay	Red Light	T/R 242 10.8		☑ SC		
9/25/2023	636	Royal Oaks Pl	Nathan Mcvay	Red Light	Blown 1 Amp Fuse		☑ Fuse and 3 floats		
9/25/2023	219	Jackson Blvd	Nathan McVay	Red Light	Bad Pump		☑ Replaced Pump	WH851995	Replacement
9/25/2023	108	Belle Meade B	Nathan McVay	Red Light	Bad Pump		☑ Replaced Pump	WH851992	Replacement

Friday, October 6, 2023

Page 1 of 2

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
9/26/2023	919	Westview Ave	Nathan Mcvay	Equipment Check	At OK	☒			
9/27/2023	4309	Signal Hill Dr	Nathan & Dyla	Red Light	T/R 240 13.4	☒			
9/27/2023	206	Deer Park Dr	Nathan & Dyla	Red Light	T/R 240 11 Air Locked	☒			
9/27/2023	4308	Harding Pl	Nathan & Dyla	Issues	Dug a new ditch and put new pipe and wire in for electrical.	☒			
9/28/2023	221	Belle Meade B	Nathan & Dyla	Equipment Check	Issues found	☒			
9/29/2023	1040	Chancery Ln	Nathan & Dyla	Backing Up	Bad Pumps and EQD (LOTS OF ROOTS)	☒	Replaced pumps and EQD. Removed the roots	WH635311 WH785050	Replacement
9/29/2023	411	Sunnyside Dr	Nathan & Dyla	Red Light	Bad contacts	☒	Replaced contacts		

Friday, October 6, 2023

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City of Belle Meade
September TN One Calls

ticketId	workStreet	workdonefor
8920978	TYNE BLVD	DAVID HOME FREE LANDSCAPING
8921417	LYNNWOOD BLVD	CITY OF BELLE MEADE
8921428	BELLE MEADE BLVD	CITY OF BELLE MEADE
8921805	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8922490	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
8922501	BELLE MEADE BLVD	CITY OF BELLE MEADE
8924627	HARDING PL	METRO WATER AND SEWER
8926973	IROQUOIS AVE	MARGRET OCONNER
8928491	BELLE MEADE BLVD	PIEDMONT
8929243	LYNNWOOD BLVD	BERT HENSLEY
8929521	LYNNWOOD BLVD	HOMEOWNER
8929661	TYNE BLVD	TENNESSEE VALLEY HOMES
8931509	IROQUOIS AVE	ATT
8933235	SCOTLAND PL	PEDMONT
8933657	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
8933671	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
8934800	CHANCERY LN	ATT
8936129	LYNNWOOD BLVD	HARPETH VALLEY
8936595	LYNNWOOD BLVD	COMCAST
8936617	CANTERBURY DR	CASTLE HOMES
8936638	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
8936813	LYNNWOOD BLVD	TRACE CONSTRUCTION
8937871	WESTVIEW AVE	ATT
8939719	JACKSON BLVD	DARREN YAPPEN
8940250	JACKSON BLVD	JIMMY CARTWELL
8941525	GLEN EDEN DR	DONNA MULLER
8942888	JACKSON BLVD	ELEZIBETH NICKELS
8943314	SCOTLAND PL	SED
8945834	WESTHAMPTON PL	HAMMOND
8951295	GEORGIAN PL	LORI HOOPER
8951729	JACKSON BLVD	DAREN YAPPEN
8952010	ELLENDAL AVE	COMCAST
8953238	LYNNWOOD BLVD	PIEDMONT NATURAL GAS
8953955	ELLENDAL AVE	PIEDMONT
8954304	FORSYTHE PL	ROBERT HERRING
8955114	PARMER AVE	homeowner
8955754	WEBSTER LN	HOMEOWNER
8955912	IROQUOIS AVE	ATT UTILITY OPERATIONS
8956301	BELLE MEADE BLVD	COMCAST
8956313	WESTVIEW AVE	COMCAST
8956607	SCOTLAND PL	CULLEN AND KERRY ROBERTS
8956612	LYNNWOOD TER	WILSON SISK
8956666	PARMER AVE	THE FORD RESIDENCE
8957287	HERBERT PL	HOMEOWNER
8957460	EVELYN AVE	DES PRESTON
8957902	HARDING PL	METRO WATER AND SEWER

City of Belle Meade
September TN One Calls

8961841	ELLENDALE AVE	ATT
8963286	DEER PARK DR	COMCAST
8963328	JACKSON BLVD	BET BRUNS
8963938	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
8963964	WESTOVER AVE	JAY AND ROANNE MCKNIGHT
8964399	MILLRACE LN	PIEDMONT
8965572	NICHOL LN	HOMEOWNER
8965577	HARDING PL	DAVID COWAN
8965598	CLARENDON AVE	HOMEOWNER
8966013	BONAVENTURE PL	HOMEOWNER
8966960	LYNNWOOD LN	AT&T UTILITY OPERATION
8967304	SUNNYBROOK DR	CLAY PHILLIPS
8968056	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8968399	LEAKE AVE	PROPERTY OWNER
8971022	HARDING PL	RICHLAND
8971197	GEORGIAN PL	LORI HOOPER
8971593	HERBERT PL	ATT
8976152	TYNE BLVD	TENNESSEE VALLEY HOMES
8976699	BELLE MEADE BLVD	PIEDMONT
8976712	WARNER PL	JEANNE MARCHETTI
8978247	BELLEVUE DR S	SED
8979857	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
8979878	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
8979954	BELLE MEADE BLVD	JAY AND SANDY SANGERVASI
8980434	NICHOL LN	JOCELYN GERAGHTY
8980595	CHICKERING RD	TURNER RESIDENCE
8980610	CHICKERING LN	AT&T
8982512	CHICKERING RD	COMCAST
8983311	IROQUOIS AVE	LAURA MACKINNON
8983364	LYNNWOOD TER	NES REF NUM 230803319
8983689	WALNUT DR	DON MILLER
8986355	HARDING PL	DONNELLY TIMMONS
8986638	HARDING PL	RYAN IRVING
8986687	BELLE MEADE BLVD	JOHN PRICE
8987613	BELLE MEADE BLVD	NES
8988856	CHANCERY LN	ATT
8989221	WESTVIEW AVE	ATT
8993230	IROQUOIS CT	CATHERINE PERRY
8994025	HARDING PL	CITY OF BELLE MEADE
8994032	LILLYWOOD RD	DEBBIE KENNY
8994045	HARDING PL	CITY OF BELLE MEADE
8994627	BELLE MEADE BLVD	METRO WATER AND SEWER
8995384	NICHOL LN	JOCELYN GERAGHTY
8996365	JACKSON BLVD	JIMMY CALDWELL
8998107	CLARENDON AVE	BURK AND CAROLINE LINDSEY
8998355	WESTHAMPTON PL	HAMMOND
8998760	ELLENDALE AVE	PIEDMONT

City of Belle Meade
September TN One Calls

8998893
8999832
9000542
9002285
9010768
9011176

HOWELL PL
PARK HILL
WESTVIEW AVE
WEBSTER LN
LYNNWOOD BLVD
LILLYWOOD DR

CELESTE LESTER
PIEDMONT
MENGE
HOMEOWNER
CREGAN LABRADOR
DEBBIE KENNY

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
Doug Berry, City Attorney

From: Jennifer Moody

Date: October 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.

PROPOSED AGREEMENT

Metro Water has sent the proposed Agreement for your consideration to participate in a rate study and to begin working towards new 10-year Agreements. This is necessary as the current Agreement does not provide agreement for this 2023 rate study, although it did intend for one to be conducted every 5-years as has been done in the past. In early calendar year 2024, the rate study will be completed, and we should also receive a draft of a new 10-year Agreement.

RECOMMENDATION

The Board is recommended to approve and authorize the Mayor to sign an Agreement between Metro Water and its Wholesale Customers, including the City of Belle Meade, to support hiring a rate consultant and affirming commitment to work towards new long-term agreements.

FISCAL IMPACT

Mr. Snyder shared that Metro budgets approximately \$80,000-100,000 for the study and that the actual cost will be shared among all wholesale customers (seven (7) customers). Funding would need to be identified within the Sewer Fund for these professional services for an estimated \$10,000 - \$15,000 in shared expense.

Attachments

Proposed Agreement

**AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT AND THE CITY OF BELLE
MEADE, THE CITY OF BRENTWOOD, THE CITY OF GOODLETTSVILLE, THE CITY
OF LAVERGNE, THE CITY OF MILLERSVILLE, THE CITY OF RIDGETOP AND THE
WHITE HOUSE UTILITY DISTRICT**

This Agreement ("Agreement") is between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("Metro"), and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of Lavergne, the City of Millersville, the City of Ridgetop and the White House Utility District ("Wholesale Customers").

WITNESSETH:

WHEREAS, RS2014-1180 approved individual agreements and individual amendments on August 5, 2014, between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of Lavergne, and the City of Millersville, for sewage treatment, with each individual term expiring on October 1, 2024; and,

WHEREAS, RS2015-1469 approved individual agreements on May 6, 2015, between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Ridgetop and the White House Utility District, for sewage treatment, ending on October 1, 2024; and,

WHEREAS, the individual agreements and amendments allowed for the Selection of a Rate Consultant not later than October 1, 2018 to develop the initial Utility Price for the calendar year beginning October 1, 2019, and Metro and Wholesale Customers wish to extend the time allowed for the Selection of a Rate Consultant to not later than December 1, 2023, to develop the initial Utility Price for the calendar year beginning October 1, 2024; and,

WHEREAS, the Agreement is needed for Metro and Wholesale Customers to develop new long-term agreements for Metro to safely and effectively accept and treat sewage flows from the Wholesale Customers; and,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. That Metro and Wholesale Customers shall select a Rate Consultant not later than December 1, 2023 to develop the initial Utility Price for the calendar year beginning October 1, 2024.
2. That the parties will develop new long-term agreements.
3. Affirmation. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the individual agreements and individual amendments shall remain in full force and effect.

(Signatures on following page)

{N0560227.1}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this
_____ day of _____ 2023.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Freddie O'Connell, Mayor

RECOMMENDED BY:

Scott Potter, Director
Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Metropolitan Clerk

Date: _____

{N0560227.1}

**CITY OF BELLE MEADE,
TENNESSEE**

APPROVED:

Mayor

ATTEST:

City Manager

APPROVED AS TO FORM
AND LEGALITY:

General Counsel, City of Belle Meade

{N0560227.1}

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
CC: Larry Smith, Public Works Director
Date: October 18, 2023
Re: Sewer System – Emergency Repair with Dixon Plumbing

Background

On August 31, Public Works was dispatched to investigate odors near a small creek or natural drainage way running at the rear property line of 405 Westview Avenue. They found a broken sewer line that was discharging wastewater directly into the creek bed, thus generating the odor. It appeared that this vulnerability occurred because a sewer main line had become exposed due to erosion along the edge of the creek bank and because another branch sewer line was laying exposed in the creek bed. It appears that these lines were likely originally placed beside and under the stream at one time and have become exposed over time by erosion.

A failure like this in our sewer collection system is defined as a Sanitary Sewer Overflow or SSO that is reported immediately to the Tennessee Department of Environment and Conservation and is viewed as a violation of our NPDES permit (issued by TDEC). The city's consulting stormwater engineer, Steve Casey, assisted with properly notifying TDEC and will continue to assist with any additional reporting on this event as needed.

The sewer line break is an emergency that must be immediately repaired. Dixon Plumbing responded quickly to our call for assistance and worked in coordination with Belle Meade Public Works employees to make the necessary repairs. Some photos from the repair and the repair invoice are attached.

Due to the urgent nature of the repair, the Board of Commissioners are asked to ratify approval of this emergency repair in the total amount of \$8,250.00 to Dixon Plumbing Company, LLC.

Recommendation

The Board is recommended to approve an expenditure totaling \$8,250 with Dixon Plumbing Company LLC for emergency repair work on the sewer collection system.

Fiscal Impact

Currently, funding is available to support this expenditure in the FY 2024 Sewer Fund under Repair and – Collection System – account 412-52210-260.

Attachments

Dixon Plumbing Invoice
Photos

Dixon Plumbing Company LLC
 1746 Lewisburg Pike
 Franklin, TN 37064 US
 615.591.7006
 dixonplumbingco@bellsouth.net

INVOICE

BILL TO

City of Belle Meade
 4705 Harding Road
 Nashville, TN 37205

INVOICE # 2217
 DATE 09/21/2023
 DUE DATE 10/21/2023
 TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/31/2023	Plumbing Service	Job: 405 Westview Avenue	1	8,250.00	8,250.00
		8/31/23 & 9/1/23-Repaired a broken sewer main and rerouted 3" branch sewer line crossing creek. We had to dig it up with a back hoe.			
		4-Men @ 10 hrs. @ 187.50/hr. = \$7,500.00 (3 p.m.-1 a.m.) Material: \$750.00			

Material: 1-Back hoe, gas, 6" Pipe

BALANCE DUE

\$8,250.00

Photos from Sewer System Repair near 405 Westview Ave

8/31/2023 and 9/01/2023



Photos from Sewer System Repair near 405 Westview Ave

8/31/2023 and 9/01/2023



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

Building Activity

- Building Permits Issues – 8
 - Valuation - \$4,066,200
 - Permit Fees - \$23,378
 - Permit Fees for working without a permit - \$9,160
- Building Inspections – 12
 - Inspections passed – 1
 - Inspections failed – 1

Stormwater Activity

- Land Disturbance Permit Applications – 2
 - 205 Scotland Place – residential construction
 - 121 Bellevue Drive South – residential construction
 -
- Land Disturbance Permit Issued – 3
 - 306 Clarendon Ave. – residential construction
 - 1207 Canterbury Drive – pool
 - 105 Bellevue Drive South – residential construction

SEPTEMBER 2023 Permit Tracking					
Date	Permit #	Address	Improvement Type	Project Cost	Permit Fee
9/5/2023	6290	1207 Canterbury Drive	Swimming Pool	\$252,000.00	\$4,000.00
9/11/2023	6291	619 Westview Ave.	Coverered walkway to front door	\$17,300.00	\$245.40
9/11/2023	6292	421 Royal Oaks Drive	Interior and Exterior Renovation	\$2,000,000.00	\$9,160.00
9/11/2023	6293	608 Jackson Blvd.	Intreior remodel	\$50,000.00	\$1,014.00
9/14/2023	6294	421 Ellendale Ave.	Intreior remodel	\$425,000.00	\$2,410.00
9/14/2023	6295	105 Bellevue Drive South	New House	\$1,300,000.00	\$6,160.00
9/21/2023	9269	4437 East Brkkfield	Exterior Alterations	\$6,900.00	\$162.20
9/21/2023	9270	4315 Sunnybrook Drive	Driveway Addition	\$15,000.00	\$227.00

\$4,066,200.00 \$23,378.60



Permit Inspection Report

09/01/2023 - 09/30/2023

Permit #	Date	Jurisdiction	Project Address	Inspection Type	Description	Inspection Status
11155	9/29/2023	Belle Meade - TN	4422 Iroquois Ave.	Final Inspection		Pass
11158	9/29/2023	Belle Meade - TN	438 Lynwood	Final Inspection	Final stormwater as-built needed and firestopping in crawl space.	Fail
11159	9/28/2023	Belle Meade - TN	5029 Harding Pike	Insulation	Floor Insulation	Pass
11149	9/28/2023	Belle Meade - TN	112 Belle Meade Blvd	Framing	Engineer's letter provided at inspection.	Pass
11156	9/28/2023	Belle Meade - TN	4410 Honeywood Dr	EPSC - Erosion Control	Framing re-inspection on exterior accessory structure.	Pass
11157	9/28/2023	Belle Meade - TN	1220 Chickering Road	Footings		Pass
11152	9/18/2023	Belle Meade - TN	418 Lynnwood Blvd	Final Inspection	Pool final.	Pass
11153	9/18/2023	Belle Meade - TN	113 Westhampton Place	EPSC - Erosion Control		Pass
11148	9/11/2023	Belle Meade - TN	814 Westview Ave	Footings		Pass
11149	9/11/2023	Belle Meade - TN	112 Belle Meade Blvd	Final Inspection	Art studio framing inspection.	Pass

Permit #	Date	Jurisdiction	Project Address	Inspection Type	Description	Inspection Status
11145	9/11/2023	Belle Meade - TN	4419 Herbert Place	Footings	Repair (2) chairs that are holding the rebar because there are crushed.	Pass
11151	9/11/2023	Belle Meade - TN	905 Westview Ave.	Final Inspection		Pass

Total Records: 12

10/2/2023

Planning Activity

- Board of Zoning Appeals applications – 4
 - 627 Royal Oaks Place, Conditional use approval and variance for a swimming pool. DEFERRED
 - 436 Lynwood Boulevard, Conditional Use approval for a swimming pool. DEFERRED
 - 715 Belle Meade Boulevard, Conditional Use approval for resurfacing of the existing parking lot for a multifamily house development. APPROVED
 - 3912 Trimble Road, Conditional Use approval for a revised swimming pool design. APPROVED
- Historic Zoning Commission applications – 5
 - 4406 Harding Place, Construct a new single-family residence. WITHDRAWN
 - 1225 Chickering Road, Demolition of a single-family residence. APPROVED
 - 205 Scotland Place, Changes to the exterior elevations and approval of materials. DEFERRED
 - 1218 Chickering Road, New additions on the south and east sides of existing home. APPROVED
 - 4406 Chickering Lane, Detached structure. DEFERRED
- Planning Commission applications – 0

Code Enforcement Activity

- Building Cases – 2
 - New - 0
 - Resolved - 1
- Stormwater Cases – 0

- New - 0
- Resolved - 0
- Planning Cases – 2
 - New – 0
 - Resolved - 0
- Property Maintenance Cases – 14
 - New - 0
 - Resolved - 9

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - SEPTEMBER 2023

	Date of Complaint	Violation Address	Description	Department	Status upon Followup (Open/Closed)	NOTES
1	1/24/2023	4403 Harding Pl	Tarp on Roof	Property Maintenance	CLOSED	Tarps have been removed and roof repaired
2	3/28/2023	207 Scotland Pl	overgrown; vehicles parked on grass	Property Maintenance	OPEN	sent NOV letter. I spoke with her this am. She has had many health issues and has begun work cleaning up the property I will re-schedule a check in 30 days.
3	3/28/2023	411 Lynwood Blvd	vacant; hoarding; paint peeling; overgrown	Property Maintenance	CLOSED	
4	5/13/2023	407 W Tyne Dr	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
5	5/30/2023	911 Westview Ave	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
6	5/31/2023	105 Lynwood Blvd	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
7	6/2/2023	632 Royal Oaks Pl	overgrown yard	Property Maintenance	CLOSED	unfounded upon inspection
8	6/2/2023	4304 Iroquois Ave	Trash in middle and back part of lot	Property Maintenance	CLOSED	
9	6/2/2023	714 Lynwood Blvd	tarp on roof	Property Maintenance	OPEN	sent NOV letter
10	6/2/2023	717 Lynwood Blvd	lot overgrown and inoperable vehicle; not habitable	Property Maintenance	OPEN	sent NOV letter
11	6/2/2023	619 Westview Ave	tarp serving as window	Property Maintenance	CLOSED	Permit applied for 9/11/2023
12	5/10/2023	307 Walnut Dr	work without permit; fence over height limit and in wrong location	Building	OPEN	Preparing to issue citation to city court

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - SEPTEMBER 2023

	Date of Complaint	Violation Address	Description	Department	Status upon Followup (Open/Closed)	NOTES
13	7/5/2023	4435 E Brookfield Ave	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. Lucy Freeman has obtained a building permit for the exterior condition, window, and roof work on
14	7/13/2023	216 Deer Park Dr	backyard shed with vegetation/overgrown	Property Maintenance	CLOSED	
15	7/21/2023	4421 Sheppard Pl	work without permit	Building	CLOSED	
16	8/2/2023	423 Lynwood Blvd	overgrown yard	Property Maintenance	CLOSED	unfounded upon inspection
17	8/15/2023	607 Belle Meade Blvd	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.
18	8/29/2023	416 Royal Oaks/413 Lynwood Blvd	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



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: May 17, 2023
Re: City website domain registration request for .gov domain

BACKGROUND

State and local governments can assist the public by making it easy to identify official websites on the internet by using a .gov domain. One of the benefits of .gov, over .org or .com, is that .gov is a “top-level domain” administered by CISA (Cybersecurity and Infrastructure Security Agency), which is an operational component of the Department of Homeland Security whose mission is to understand, manage, and mitigate risk to the nations’ cyber and physical infrastructure in the public and private sector.

Using .gov increases our organization’s security. Multi-factor authentication is enforced on all accounts in the .gov registrar, which may not be the case for other commercial registrars. All .gov domains are pre-loaded, which would require browsers to use only a secure HTTPS connection with our website. This would help protect our visitors’ privacy and help ensure the content we publish is exactly what’s received. Last, we can add a security contact for the domain, making it easier for the public to tell us about potential security issues with our online services.

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to authorize the Mayor to sign a letter requesting a .gov domain for the City of Belle Meade’s official website.

FISCAL IMPACT

CISA makes the .gov domain available only to U.S. based government organizations and publicly controlled entities and it is available at no cost.

ATTACHMENTS

CISA flyer
Letter for Mayor’s signature



 IT Security

 Supply Chain

 OT Security

 Insider Threat

 Physical Security

 Interoperable Communications



Sign Up for a .gov Domain: Information for Election Officials

WELL-KNOWN



TRUSTED



SECURE



Increasing trusted information

State and local election offices are increasingly tasked with [countering false or misleading information](#) about an election on top of *administering* an election. One concrete response election officials can take to address this problem is to make it **easy to identify official election websites on the internet**, a task made simple by .gov.

.gov is a ‘top-level domain’, or TLD, similar to .com, .org, or .us. Individuals and enterprises use a TLD to register a domain name (often simply called a *domain*) for use in their online services, like a website or email. The Cybersecurity and Infrastructure Security Agency (CISA) [administers the .gov TLD](#) and makes it available *solely* to U.S.-based government organizations and publicly controlled entities. For election offices and all qualifying entities, it’s available **at no cost**.

Using a .gov domain for your online services helps the public quickly identify your website as a trusted government source. This is different from other well-known TLDs, where anyone in the world can register for a fee. Malicious actors know this, and have [sought to impersonate](#) election organizations using non .gov domains.

Additionally, using .gov **increases your security**:

- [Multi-factor authentication](#) is enforced on all accounts in the .gov registrar, which may not be the case for other commercial registrars.
- .gov domains are ‘[preloaded](#)’, which requires browsers to use only a secure HTTPS connection with your website. This helps protect your visitors’ privacy and helps ensure the content you publish is exactly what’s received.
- You can [add a security contact](#) for your domain, making it easier for the public to tell you about a potential security issue with your online services.

If you’re from the government, we’re here to help. Visit our registration page at <https://home.dotgov.gov/registration/> to begin.

Interested in a .gov domain? Visit [dotgov.gov](https://home.dotgov.gov/registration/), email registrar@dotgov.gov, or contact your regional CISA staff

 cisa.gov
  Central@cisa.dhs.gov

 [Linkedin.com/company/cisagov](https://www.linkedin.com/company/cisagov)
 @CISAgov | @cyber | @uscert_gov
  [Facebook.com/CISA](https://www.facebook.com/CISA)
 @cisagov

CISA | DEFEND TODAY, SECURE TOMORROW 1



CITY OF Belle Meade TENNESSEE

October 18, 2023

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

I request that responsibility for the domain name **citybellemade.gov** be delegated to my municipality. We intend to use this domain for an official website that will serve as a central source of information for our residents. This website will feature essential city services, important updates, and news related to public safety. Furthermore, this domain will provide email addresses for city and police department employees, enhancing the efficiency and security of our communications.

The following will be listed as contacts for [citybellemade.gov], which the City of Belle Meade / Davidson County will keep up to date in the .gov registrar.

Administrative contact

Jennifer Moody
City Manager
4705 Harding Road, Nashville, TN 37205

jmoody@citybellemade.org

615-297-6041

Technical contact

Jennifer Moody
City Manager
4705 Harding Road, Nashville, TN 37205

jmoody@citybellemade.org

615-297-6041

Security contact [\[recommended\]](#)

Jennifer Moody
City Manager
4705 Harding Road, Nashville, TN 37205

jmoody@citybellemade.org

615-297-6041

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

I understand that if I wish to retire [citybellemade.gov], I must submit a written request to registrar@dotgov.gov.

Sincerely,

Rusty Moore

Mayor

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

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

	Fiscal 2023 Budget	YTD 2023 Budget	YTD August-23 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,335,457	\$ -	\$ 4	\$ 4	0%
Mixed drink taxes	60,000	5,000	5,118	118	2%
Permits and fees	394,500	65,750	84,316	18,566	28%
State sales taxes	348,120	29,010	24,592	(4,418)	-15%
State income taxes	-	-	-	-	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%
Public safety charges	40,000	6,667	16,684	10,018	150%
Stormwater User Fee	308,200	51,367	244,328	192,961	376%
Court fines and costs	235,000	39,167	24,797	(14,370)	-37%
State beer tax	1,334	-	443	443	0%
State-city streets	5,309	442	-	(442)	-100%
Sports betting tax	2,901	-	-	-	0%
Other revenues	371,176	-	85	85	0%
Interest earnings	260,000	43,333	40,086	(3,247)	-7%
Net Change in Value of Investments	-	-	-	-	0%
Contributions	20,000	-	25	25	0%
	<u>\$ 5,825,000</u>	<u>\$ 240,736</u>	<u>\$ 440,478</u>	<u>\$ 199,742</u>	<u>397%</u>
Operating Expenditures					
General government	\$ 983,921	\$ 163,987	\$ 139,231	\$ 24,756	-15%
Police	2,215,649	369,275	428,921	(59,647)	16%
Building inspection	152,761	25,460	17,263	8,197	-32%
Highways and streets	358,159	59,693	34,707	24,986	-42%
Stormwater	232,960	38,827	3,646	35,180	-91%
Solid waste collection	633,800	63,380	143,350	(79,970)	126%
Parkways and Blvds	218,000	36,333	24,466	11,867	-33%
	<u>\$ 4,795,250</u>	<u>\$ 756,955</u>	<u>\$ 791,585</u>	<u>\$ (34,630)</u>	<u>-70%</u>
Excess rev vs (exp) from Operations	<u>\$ 1,029,750</u>	<u>\$ (516,219)</u>	<u>\$ (351,107)</u>	<u>\$ 234,372</u>	<u>467%</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	742,041	123,674	20,505	103,169	-83%
Net rev vs net (exp)	<u>\$ 287,709</u>	<u>\$ (639,893)</u>	<u>\$ (371,612)</u>	<u>\$ 268,281</u>	<u>-145%</u>
Assets					
			August 31, 2023	August 31, 2023	
Cash			\$ 43,939	\$ 238,028	
Investments			10,250,491	8,926,085	
Investments - Designated			6,358,473	6,358,473	
Property taxes receivable			3,359,478	3,329,233	
Other receivables			167,012	158,104	
Other assets			125,253	85,426	
			<u>\$ 20,304,646</u>	<u>\$ 19,095,349</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 190,581	\$ 53,779	
Deferred rev - prop taxes			3,359,478	3,306,275	
Deferred rev - ARPA grant			747,679	424,003	
Designated reserves			6,358,473	6,358,473	
Unrestricted funds			10,020,046	9,275,907	
Revenues < expenditures			(371,612)	(323,088)	
			<u>\$ 20,304,646</u>	<u>\$ 19,095,349</u>	

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

Recycle Cans		\$ 85
	Totals	<u>\$ 85</u>

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

	YTD August-23 Actual	YTD August-22 Actual	YTD August-21 Actual	YTD August-20 Actual	Average August 2020 to 2023
Operating Revenue					
Property and other taxes	\$ 4	\$ 2,412	\$ 130	\$ 57	\$ 651
Mixed drink taxes	5,118	10,660	8,287	3,286	6,838
Permits and fees	84,316	122,461	80,989	29,599	79,341
State sales taxes	24,592	52,585	52,654	43,918	43,438
State income taxes	-	-	-	-	-
Gross receipts - TVA	-	-	-	-	-
Franchise taxes	-	18,340	21,535	9,627	12,375
In lieu of tax - utilities	-	-	-	-	-
Public safety charges	-	-	-	-	-
Road Maintenance Fee MOU	-	-	297,872	253,191	137,766
Public safety charges	16,684	12,570	9,230	-	9,621
Stormwater User Fee	244,328	174,954	55,502	72,583	136,842
Court fines and costs	24,797	46,234	48,727	16,910	34,167
State beer tax	443	720	704	718	646
State-city streets	-	886	925	964	694
Other revenues (includes grants)	85	673	33,996	82,692	29,361
Interest earnings	40,086	33,276	17,328	36,357	31,762
Net Change in Value of Investments	-	8,105	(15,337)	(11,424)	(4,664)
Contributions	25	-	27,605	-	6,908
	<u>\$ 440,478</u>	<u>\$ 483,875</u>	<u>\$ 640,147</u>	<u>\$ 538,478</u>	<u>\$ 525,745</u>
Operating Expenditures					
General government	\$ 139,231	\$ 145,702	\$ 122,796	\$ 118,530	\$ 131,565
Police	428,921	316,078	305,365	322,674	343,260
Building inspection	17,263	21,184	22,007	19,925	20,095
Highways and streets	34,707	41,008	35,154	33,372	36,060
Stormwater	3,646	103,287	101,924	100,695	77,388
Solid waste collection	143,350	128,379	103,327	113,809	122,216
Parkways and Blvds	24,466	25,813	20,876	20,235	22,848
	<u>\$ 791,585</u>	<u>\$ 781,451</u>	<u>\$ 711,449</u>	<u>\$ 729,241</u>	<u>\$ 753,431</u>
Excess rev vs (exp) from Operations	<u>\$ (351,107)</u>	<u>\$ (297,575)</u>	<u>\$ (71,302)</u>	<u>\$ (190,763)</u>	<u>\$ (227,687)</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	20,505	25,513	24,464	10,263	20,186
Net rev vs net (exp)	<u>\$ (371,612)</u>	<u>\$ (323,088)</u>	<u>\$ (95,766)</u>	<u>\$ (201,026)</u>	<u>\$ (247,873)</u>
Assets					
Cash	\$ 43,939	\$ 238,028	\$ 298,544	\$ 108,338	
Investments	10,250,491	8,926,085	8,204,852	10,652,430	
Investments - Designated	6,358,473	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,359,478	3,329,233	3,306,275	1,787,609	
Other receivables	167,012	158,104	158,627	106,313	
Other assets	125,253	85,426	80,498	55,488	
	<u>\$ 20,304,646</u>	<u>\$ 19,095,349</u>	<u>\$ 18,063,815</u>	<u>\$ 17,719,243</u>	
Liabilities and Reserves					
Payables and accrued liab	190,581	53,779	35,741	46,190	
Deferred rev - prop taxes	3,359,478	3,306,275	3,306,275	1,787,609	
Deferred rev - ARPA grant	747,679	424,003	-	-	
Designated reserves	6,358,473	6,358,473	6,015,020	5,009,065	
Unrestricted funds	10,020,046	9,275,907	8,802,545	11,077,404	
Revenues < expenditures	(371,612)	(323,088)	(95,766)	(201,026)	
	<u>\$ 20,304,646</u>	<u>\$ 19,095,349</u>	<u>\$ 18,063,815</u>	<u>\$ 17,719,243</u>	



Capital Budget Report - General Fund - August 31, 2023



Project/Budget Item	FY 24	FY 25	FY 26	FY 27	FY 28	Total	Actual Spent FY 24	Budget Variance FY 24
<u>Fleet Replacement</u>								
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
<u>Machinery and Equipment</u>								
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
<u>Streets</u>								
Street paving- Per paving plan	\$497,872	\$300,000	\$315,000	\$330,750	\$347,288	\$1,790,910	\$5,756	\$492,116
Street paving- Master Plan, other	\$240,000	\$500,000	\$525,000	\$551,250	\$578,813	\$2,395,063	\$8,155	\$231,845
Total Streets	\$737,872	\$800,000	\$840,000	\$882,000	\$926,100	\$4,185,972	\$13,911	\$723,961
<u>Stormwater</u>								
Stormwater Imp- Undesignated	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$6,594	\$43,406
Total Stormwater	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$6,594	\$43,406
Total	\$1,107,264	\$1,162,591	\$1,238,970	\$1,138,492	\$1,199,403	\$5,846,719	\$20,505	\$1,086,759

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

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

ASSETS	FY 2023	FY 2022
Current assets:		
Cash and cash equivalents	\$ 257,627	\$ 208,961
Cash and cash equivalents- restricted	-	-
Investments	1,518,212	1,386,595
Receivables (net of allowance for uncollectible)	46,076	46,014
Prepays	4,350	4,496
Inventory	13,438	15,064
Total current assets	<u>1,839,703</u>	<u>1,661,130</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,266,719	6,990,691
Accumulated Depreciation	<u>(6,765,664)</u>	<u>(6,499,371)</u>
Total capital assets (net of accumulated depreciation)	<u>1,056,653</u>	<u>1,046,918</u>
TOTAL ASSETS	<u>\$ 2,896,356</u>	<u>\$ 2,708,048</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	27,148	19,602
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>27,148</u>	<u>19,602</u>
Long-term liabilities:		
Accrued leave	6,730	4,431
TOTAL LONG-TERM LIABILITIES	<u>6,730</u>	<u>4,431</u>
TOTAL LIABILITIES	<u>33,879</u>	<u>24,033</u>
NET POSITION		
Change in Net Position	54,701	76,049
Net investment in capital assets	322,627	588,920
Restricted	-	-
Unrestricted	<u>2,485,149</u>	<u>2,019,046</u>
TOTAL NET POSITION	<u>2,862,477</u>	<u>2,684,015</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,896,356</u>	<u>\$ 2,708,048</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended August 31, 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	\$ 84,473	\$ 91,001	\$ 92,603	-2%
Permits	1,600	267	-	400	-100%
Total operating revenues	508,437	84,740	91,001	93,003	-2%
Operating expenses:					
Salaries	62,332	10,389	9,096	8,854	3%
Payroll Taxes	4,309	718	675	660	2%
Health/Dental & Life Ins.	13,166	2,194	2,247	2,071	9%
Retirement	4,506	751	696	663	5%
Clothing & Uniforms	1,330	222	21	71	-70%
Education & Training	820	137	50	-	0%
Telephone, Internet	1,500	250	181	181	0%
Professional Services	16,430	2,738	-	360	0%
Insurance	5,400	900	870	899	-3%
Repair & Maintenance Pumps	43,950	7,325	3,477	1,492	0%
Repair & Maintenance Vehicle	1,500	250	792	171	0%
Repair & Maintenance Other Equipment	1,000	167	-	-	0%
Operating Supplies	1,350	225	-	21	0%
Chemicals	115,000	28,750	24,300	24,600	-1%
Gasoline, Oil	8,000	1,333	519	1,369	0%
Consumable Tools	500	83	-	-	0%
Depreciation	265,000	-	-	-	0%
Total operating expenses	546,094	56,432	42,924	41,412	4%
Operating income	(37,657)	28,307	48,077	51,591	-7%
Nonoperating revenues:					
Interest income	40,000	6,667	6,624	3,901	70%
Other income	333,323	-	-	-	0%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	373,323	6,667	6,624	3,901	0%
Income before contributions and transfers	335,666	34,974	54,701	55,492	-1%
Contributions and transfers					
Tap and access fees	16,000	2,667	-	4,000	-100%
Capital contributions	55,850	9,308	-	16,557	-100%
Total contributions and transfers	71,850	11,975	-	20,557	-100%
Change in position	407,516	46,949	54,701	76,049	-28%
Net position, beginning of year		-	-	-	
Net position, end of year	\$ 407,516	\$ 46,949	\$ 54,701	\$ 76,049	

City of Belle Meade, Tennessee 4 Year summary Proprietary Fund (Sewer Fund) August 31, 2023				
ASSETS	FY 2024	FY 2023	FY 2022	FY 2021
Current assets:				
Cash and cash equivalents	\$ 257,627	\$ 208,961	\$ 273,467	\$ 137,741
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,518,212	1,386,595	1,079,991	979,029
Receivables (net of allowance for uncollectibles)	46,076	46,014	52,076	38,023
Prepays	4,350	4,496	4,261	2,920
Inventory	13,438	15,064	5,548	8,688
Total current assets	1,839,703	1,661,130	1,415,343	1,166,400
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	71,723
Improvements other than buildings	555,598	555,598	555,598	454,646
Machinery and equipment	7,266,719	6,990,691	6,840,481	6,674,408
Accumulated Depreciation	(6,765,664)	(6,499,371)	(6,251,659)	(6,008,191)
Total capital assets (net of accumulated depreciation)	1,056,653	1,046,918	1,144,420	1,192,585
TOTAL ASSETS	\$ 2,896,356	\$ 2,708,048	\$ 2,559,763	\$ 2,358,985
LIABILITIES				
Current Liabilities:				
Accounts payable	27,148	19,602	27,740	15,830
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	27,148	19,602	27,740	15,830
Long-term liabilities:				
Accrued leave	6,730	4,431	4,543	3,412
TOTAL LONG-TERM LIABILITIES	6,730	4,431	4,543	3,412
TOTAL LIABILITIES	33,879	24,033	32,283	19,242
NET POSITION				
Change in Net Position	54,701	76,049	99,204	70,400
Net investment in capital assets	322,627	588,920	836,632	1,080,100
Restricted	-	-	-	-
Unrestricted	2,485,149	2,019,046	1,591,644	1,189,243
TOTAL NET POSITION	2,862,477	2,684,015	2,527,480	2,339,742
TOTAL LIABILITIES AND NET POSITION	\$ 2,896,356	\$ 2,708,048	\$ 2,559,763	\$ 2,358,985

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

	August 2023	August 2022	August 2021	August 2020	4 Year
	FY Actual YTD	FY Actual YTD	FY Actual YTD	FY Actual YTD	Average
Operating revenues:					
Sewer user fees	\$ 91,001	\$ 92,603	\$ 99,194	\$ 75,932	\$ 89,682
Permits	-	400	600	200	300
Total operating revenues	\$ 91,001	\$ 93,003	\$ 99,794	\$ 76,132	\$ 89,982
Operating expenses:					
Salaries	\$ 9,096	\$ 8,854	\$ 8,899	\$ 7,846	\$ 8,674
Payroll Taxes	675	660	644	567	636
Health/Dental & Life Ins.	2,247	2,071	974	1,051	1,586
Retirement	696	663	752	654	691
Clothing & Uniforms	21	71	148	111	88
Education & Training	50	-	-	-	13
Telephone, Internet	181	181	182	184	182
Professional Services	-	360	360	360	270
Insurance	450	899	854	584	697
Repair & Maintenance Pumps	3,477	1,492	4,367	3,140	3,119
Repair & Maintenance Vehicle	792	171	253	243	365
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	-	21	5	125	38
Chemicals	24,300	24,600	23,400	24,640	24,235
Gasoline, Oil	519	1,369	123	104	529
Consumable Tools	-	-	-	-	-
Depreciation	-	-	-	-	-
Total operating expenses	\$ 42,504	\$ 41,412	\$ 40,961	\$ 39,609	\$ 41,122
Operating income	\$ 48,497	\$ 51,591	\$ 58,833	\$ 36,523	\$ 48,861
Nonoperating revenues:					
Interest income	6,624	3,901	37	452	2,754
Other income	-	-	12,500	25,000	9,375
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	6,624	3,901	12,537	25,452	12,129
Income before contributions and transfers	55,121	55,492	71,370	61,975	60,989
Contributions and transfers					
Tap and access fees	-	4,000	6,000	2,000	3,000
Capital contributions	-	16,557	21,834	6,425	11,204
Total contributions and transfers	-	20,557	27,834	8,425	14,204
Change in position	55,121	76,049	99,204	70,400	75,193
Net position, beginning of year	-	-	-	-	-
Net position, end of year	\$ 55,121	\$ 76,049	\$ 99,204	\$ 70,400	\$ 75,193

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

First Horizon Advisors Account	2023	
	Year to Date	
Beginning Balance	\$	6,465,304.45
Additions & Withdrawals		391,570.91
Interest Income		112,499.07
Taxes, Fees & Expenses		-
Change in Value		61,120.11
Ending Balance	\$	7,030,494.54

Interest Income (includes First Horizon Checking Account):

July 2023	\$	17,801.06
August		10,529.25
September		23,546.54
TOTAL	\$	51,876.85

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

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 8,831,247	5.33%	5.25%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 39,173.60
Fiscal year-to-date	\$ 119,621.14

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

9/11/2023	\$ 150,000.00
9/21/2023	\$ 150,000.00

Total	\$ 300,000.00
--------------	----------------------

From Operating Cash to Investment Pool (deposit):

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

Restricted funds in the LGIP balance:

**** American Rescue Plans Act (ARPA) fund restricted for specific uses.	\$ 747,679.00
** David & Cindy Wilds Exemplary Service Award funds restricted to police department employees per specific guidelines.	13,594.43
	<u>\$ 761,273.43</u>

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

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,731,808	5.33%	5.25%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 6,826.69
Fiscal year-to-date	\$ 20,220.71

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

Total	\$ -
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From Operating Cash to Investment Pool (deposit):

09/26/2023	\$ 200,000.00
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Total	\$ 200,000.00
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Dixon Plumbing Company LLC
1746 Lewisburg Pike
Franklin, TN 37064 US
615.591.7006
dixonplumbingco@bellsouth.net

INVOICE

BILL TO

City of Belle Meade
4705 Harding Road
Nashville, TN 37205

INVOICE # 2217**DATE** 09/21/2023**DUE DATE** 10/21/2023**TERMS** Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/31/2023	Plumbing Service	Job: 405 Westview Avenue 8/31/23 & 9/1/23-Repaired a broken sewer main and rerouted 3" branch sewer line crossing creek. We had to dig it up with a back hoe. 4-Men @ 10 hrs. @ 187.50/hr. = \$7,500.00 (3 p.m.-1 a.m.) Material: \$750.00	1	8,250.00	8,250.00

Material: 1-Back hoe, gas, 6" Pipe

BALANCE DUE**\$8,250.00**

Keystone Business Solutions
 3050 Business Park Cir
 Suite 301
 Goodlettsville, TN 37072
 (615) 826-3500



Bill To:
City of Belle Meade Attn: Jennifer Moody 4705 Harding Road Nashville, TN 37205 United States

Date	Invoice
09/30/2023	64114
Account	City of Belle Meade

Terms	Due Date	PO Number	Reference
Net 10 Days	10/10/2023	Bellemade	Annual Billing for 2023-2024

Provided Services	Quantity	Price	Amount
Agreement City of Belle Meade- Microsoft 365 Products			
O365 GCC G3-1Y	34.00	\$232.80	\$7,915.20
Exchange Online P1-GCC-1Y	7.00	\$43.20	\$302.40
Microsoft Defender for O365 P1 GCC-1Y	41.00	\$21.12	\$865.92
Total Provided Services:			\$9,083.52

Annual Contract Renewal - September 27th

Make checks payable to Keystone Business Solutions To pay online: 1. Go to http://www.wearekeystone.com/portal 2. Click the "Account" button and select invoices 3. Click the "Pay Now" button	Invoice Subtotal:	\$9,083.52
	Sales Tax:	\$0.00
	Invoice Total:	\$9,083.52
	Payments:	\$0.00
	Credits:	\$0.00
Balance Due:		\$9,083.52

SkyCop, Inc.
 3736 Getwell Cove
 Memphis, TN 38118
 +1 9014102151
 accounting@skycopinc.com
 www.skycopinc.com

Invoice



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

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
20632	06/12/2023	\$52,325.00	07/12/2023	Net 30	

CUSTOMER PO
 110-3831

SALES REP
 Joe Patty

DATE	PRODUCT / SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	123-2F-2LPR-CN (Sale)	123 Enclosure with 2 fixed 4 mm IP cameras on a cellular network with 2 LPRs	1	18,400.00	18,400.00
	Basic Pole Mount Installation (Sale)	Install Skycop Enclosures on designated poles and connect to power. Location- Westover and Leake	3	875.00	2,625.00
	Miscellaneous Parts (Sale)	Miscellaneous Parts (Sale)	1	1,320.00	1,320.00
	123-2F-1LPR-CN (Sale)	123 Enclosure with 2 fixed 4 mm IP cameras on a cellular network with 1 LPR	2	12,400.00	24,800.00
	Equipment Installation Labor - Sales	Installation Labor - Install 3 new cameras at city hall	8	135.00	1,080.00
	Bucket Truck Fee	Bucket Truck dispatched: Includes first 50 miles	1	600.00	600.00
	Mileage	Long-distance mileage (after initial 50 miles)	200	7.00	1,400.00
	SPECO O8FB1M	4K (8MP)	3	700.00	2,100.00

DATE	PRODUCT / SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		FLEXIBLE INTENSIFIER IP BULLET CAMERA WITH ADVANCED ANALYTICS 2.8 -12MM MOTORIZED LENS			
	Sales Tax	Sales Tax calculated by AvaTax on Mon Jun 12 04:50:36 UTC 2023	1	0.00	0.00

Westover and Leake --- Customer PO: 110-3831

SUBTOTAL 52,325.00

TAX 0.00

TOTAL 52,325.00

BALANCE DUE **\$52,325.00**

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10/9/2023 2:09 PM FROM: Staples

TO: +16152970255 P. 2

INVOICE

Commonwealth Chemical INC.
PO Box 2723
Cookeville, TN 38502
931-265-7208

Invoice Number:

80

Invoice Date:

10-5-23

Bill To: *City of Belle Meade*
4705 Harding Rd
Nashville TN 37205

Ship To:
Same

SALESPERSON	P.O. NUMBER	ORDER DATE	SHIP DATE	SHIP VIA	F.O.B
JR		10-2-23	10-3-23		

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
950 gals	Pot Perm (Millrose)	\$6.00 gal	\$5,700.00
650 gals	Pot Perm (Lynwood Westview)	600 gal	\$3,900.00
860 gals	Pot Perm (Park Hill)	\$6.00 gal	\$5,160.00
750 gals	Pot Perm (Westview)	\$6.00 gal	\$4,500.00
400 gals	Pot Perm (Clardon)	\$6.00 gal	\$2,400.00
400 gals	Pot Perm (Lynwood Westview Force Mains)	\$6.00 gal	\$2,400.00

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

SUBTOTAL	\$24,060.00
SALES TAX	
DEPOSIT	
SHIPPING & HANDLING	
INVOICE TOTAL	\$24,060.00

Office Use Only

Thanks for your business!



JD-Building Official

City of Belle Meade Job Description

Job Title: BUILDING OFFICIAL**Reports To: City Manager****Supervises: None****FLSA Status: Exempt****Updated: September 2023**

SUMMARY: Under general direction, participates in construction plan review and performs building inspections. Enforces building codes, property maintenance, and stormwater ordinances to maintain desired construction standards, protect property values, and maintains architectural and aesthetic integrity of the City. Responsible for accomplishing department objectives and goals within the guidelines established by the City Manager and Commissioners.

Essential Job Duties

1. Explains Codes, Policies and Procedures

- Responds to telephone, email or in-person inquiries from residents, prospective residents, architects, contractors, designers, and real estate agents concerning building codes, zoning ordinances, storm water management requirements, and related policies and procedures.
- Interprets the department's codes, ordinances, property maintenance, stormwater, floodplain, plans and policies for appointed boards, citizens, and elected officials.

2. Reviews Plans

- Reviews plans for new construction, demolition, remodels, and additions and issues building permits.
- Ensures compliance of plans with building codes and other requirements.

3. Issues Building Permits

- Prepares forms for permits; authorizes permits for applicants meeting requirements.
- Enters data into computer to enable issuance of permits.
- Accepts payments for fees and forwards to City Recorder for receipting and deposit.
- Files applications and permits.

4. Conducts Inspections

- Schedules inspections with permit holders.
- Inspects construction work during projects and upon completion for compliance with City zoning ordinances, building codes, approved construction plans and any conditions of approval made by BZA, HZC, or MPC.
- Inspects soil movement on new construction or remodel construction sites for compliance with storm water management plan.
- Works with owners and contractors to get deficiencies corrected.
- Prepares inspection reports, obtains elevation certificates and related correspondence.

1

JD-Building Official

5. Stormwater Management

- Assists consulting engineer with review and approval process of residential stormwater plans as required under the City's stormwater ordinance.
- Performs inspections for stormwater plan installation/construction with and without assistance of consulting engineer.
- Assists the Public Works Department and consulting engineer with maintenance of the stormwater management plan and other documentation needed for compliance with the NPDES Phase II Stormwater General Permit and BMPs. Provides board members, staff and public with plan information as requested.
- Works with Public Works Department and consulting engineer in the preparation of NPDES Permit and during the TDEC audit of permit.
- Oversees electronic uploads of documentation for each Stormwater project for MS4 requirements to cross-platform Evernote.
- Assists consulting engineer with scheduling and conducting public meetings to meet the requirements of MS4.
- Conducts bi-monthly stormwater review meetings with City engineer.

6. Floodplain Administrator

- Principle for ensuring that development and redevelopment activities comply with the floodplain management regulations.
- Documents the 50% of sale cost for renovations and improvements in compliance with FEMA.
- Assist homeowners with (NFIP) National Flood Insurance Program and (LOMC) FEMA Letter of Map Coverage and Elevation Certificates.

7. Contributes to Revision of Ordinances

- Participates with City designated attorney, commissioners, board members, and citizens to determine need for and recommend changes to City ordinances.
- Research related best practices in other communities.

8. Contributes to Public Education

- Conduct seminars to inform engineers, real estate agents and prospective residents of compliance, ordinances, and changes to ordinances.

Other Job Duties

Performs other job duties as assigned, including:

- Oversees building, plumbing, electrical, and HVAC maintenance of City Hall facilities.
- Performs routine maintenance tasks; reviews quotes/bids from contractors and monitors work of approved contractors to ensure compliance with specifications and other requirements.
- Contributes property maintenance, building activity, stormwater, and floodplain articles to a monthly City Newsletter.
- Assists with compliance of OSHA requirements for City buildings, including the monthly inspections of fire extinguishers in City Hall.

JD-Building Official

Primary Job Challenges

Primary challenges of this position include clearly explaining the complicated City property, building, and stormwater codes to homeowners, contractors, City boards and other members of the public.

Equipment Operated

- Computer terminal, Samsung tablet, printer, and fax/scan/copy machine.
- Telephone with voicemail
- Photocopier
- AV equipment in courtroom
- City vehicle

Competencies Required

Competencies important for successful job performance include:

- Understanding of International Code Council codes, and other applicable codes under which the City operates.
- Knowledge of Belle Meade municipal building codes, ordinances, zoning restrictions, and legal procedures involving enforcement of these items.
- Ability to establish and maintain professional relationships and to communicate effectively in written or verbal form with co-workers, contractors, members of the public and elected officials.
- Attention to Detail – Maintaining organized and up-to-date information on the Building Codes database and MS4 Evernote database, as well as detailed digital and paper files is essential.
- Responsible for fulfilling continuing education credits required within a three-year period.
- Teamwork – coordinates activities with supervisors, other staff members and professional consultants as needed during the building permit process and subsequent inspection period. Provides homeowner or contractor with access or information about other city departments and services associated with the building codes and inspection process.
- Initiative to work independently, meet deadlines, and maintain efficiency.
- Respond promptly to phone calls and emails; investigate suspicious building activity, enforce city code violations, or bring them to the attention of appropriate staff member.
- Demonstrate effective conflict management skills and respect for dignity of others.
- Written communication skills – prepare professional, clear, and concise letters and/or email communications.
- Ability to operate safely and effectively the City vehicle.

Physical Requirements and Work Environment

The staff member works in an office environment as well as outdoors when making building code inspections at residential properties.

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JD-Building Official

Qualifications

Education and Experience:

The required knowledge, skill, and abilities to satisfactorily perform job duties are normally acquired through graduation from high school and a minimum of 2 years related experience. Building inspector certification from the State will be required after training period. College degree, Tennessee Certified Building Inspector and ICC Certified Building Official Certificate preferred.

Required Certifications:

Tennessee Certified Building Inspector; Tennessee Department of Conservation Erosion Prevention and Sediment Control Certificate; ICC Certified Property Maintenance and Housing Inspector; ICC Certified Building Inspector; Association of State Floodplain Administration.

A valid Tennessee driver's license is required.



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 18, 2023
Re: Secondary Employment Pay Increase

BACKGROUND

Belle Meade Police Officers work on many secondary security events throughout the year. The current pay rate is \$40.00 per hour for the officer and \$15.00 per hour for the city without using a patrol car. If a patrol car is used, the pay rate is \$40.00 per hour for the officer and \$25.00 per hour for the city. This rate has stayed the same for many years. Currently, Metro Police is charging \$70.00 per hour for their officers plus \$8.00 per hour for the use of patrol vehicles.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve an increase in the secondary employment rate. The new rate would be \$50.00 per hour for the officers and \$15.00 per hour if a patrol car is used. If a patrol car is used, the pay rate would be \$50.00 per hour for the officer, and \$25.00 per hour would be paid to the city. This would go into effect on January 1, 2024.

FISCAL IMPACT

The city budgeted \$40,000 in expenditures for 1,000 hours worked. This expenditure will increase from January 1, 2023-June 30, 2023. However, the city will also receive more revenue from the increase.

ATTACHMENT

Resolution

RESOLUTION 2023-07

A RESOLUTION AMENDING THE FEES TO BE
CHARGED BY THE CITY OF BELLE MEADE
FOR SECONDARY EMPLOYMENT WORK.

BE IT RESOLVED BY THE CITY OF BELLE MEADE, as follows:

Section 1. The City of Belle Meade Police Department's Secondary Employment Policy is amended so as to set these fees as follows:

A. Hourly Fee for Officer, no patrol car. \$65.00

- a. Hourly rate paid to Officer \$50.00**
- b. City revenue for maintenance, depreciation, etc. \$15.00**

B. Hourly Fee for Officer and patrol car. \$75.00

- a. Hourly rate paid to Officer \$50.00**
- b. City revenue for maintenance, depreciation, etc. \$25.00**

Section 2. This Resolution shall become effective January 1, 2024.

DATE OF ADOPTION:

Mayor Rusty Moore

City Recorder Rusty Terry