



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
FEBRUARY 21, 2024, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 21, 2024, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. MINUTES - pg 6

Consideration of the minutes of the Board of Commissioners meeting held January 24, 2024

Attachment: [012424 - Minutes.pdf](#)

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IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 12

Attachment: [January Public Works Activity Report.pdf](#)

V. CITY SERVICES

A. Public Safety

1. Special Presentation - 2023 Annual Report - Chief Williams pg 16

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

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2. Monthly Reports - Chief Williams pg 34

Attachment: [PD Reports - January 2024.pdf](#)

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3. Approve the purchase of one tablet from Route 1 Portable Computer Systems, Inc., in the amount of \$3,370.73, utilizing funds from the 2024 Tennessee Highway Safety Office grant program - Chief Williams pg 40

Attachment: [PD - MEMO for Getac Tablet2.pdf](#)

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4. RESOLUTION 2024-01 - A Resolution of Support for the Public Entity Partners "Safety Partners" 2024 Grant Program - Chief Williams pg 52

Attachment: [2RESOLUTION 2024-01 PEP Safety Partners Grant.pdf](#)

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B. Health and Sanitation

1. Monthly Reports - Nathan McVay pg 54

Attachment: [Sewer Service Calls - Jan 2024.pdf](#)

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

2. Approve an expense of \$7,142 to support a rate study conducted by Metro-Nashville Water and its other wholesale rate customers - Jennifer Moody pg 58

Attachment: [HS - Wholesale Customer draft Agmt and 2024 Rate Study Cost.pdf](#)

C. Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego pg 70

Attachment: [BPZ - January 2024 Report.pdf](#)

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2. Zoning Ordinance Update - Mary Samaniego - at meeting

3. Approve a Proposal with Civil and Environmental Consultants Inc. (CEC) for Updates to the City's Stormwater Ordinance, at a total cost not to exceed \$38,750 - Mary Samaniego pg 76

Attachment: [334-214 2023-2024 MS4 Support Proposal Revised.pdf](#)

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

4. Approve an annual permit for St. George's Farmers Market - Mary Samaniego pg 84

Attachment: [Memo and Annual Permit Request - Farmers Mkt 2024.pdf](#)

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D. Waste Collection - No Matters

E. Beautification/ Landscape

1. Monthly report - Laura Katherine Wood - at meeting

2. Approve a proposal from Landscape Services, Inc (LSI) to install annual spring plantings at a total expense of \$14,525 - Jennifer Moody pg 92

Attachment: [Beautification - LSI spring plants.pdf](#)

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3. Approve a Proposal from Landscape Services, Inc (LSI) to install new plantings at City Hall at a total expense of \$7,093 - Jennifer Moody pg 98

Attachment: [Beautification - LSI city hall plants.pdf](#)

F. City Communications and Technology - No Matters

VI. ADMINISTRATION

- A. Capital Projects Update - Jennifer Moody pg 106

Attachment: [2024 02 Memo Grant Projects.pdf](#)

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1. Consider a Bid Proposal from Jarrett Builders, in the amount of

\$5,163,971, for the Walnut Drive Stormwater Improvement Project - Jennifer Moody pg 108

Attachment: [Memo and Bid Tab for Walnut Dr Project.pdf](#)

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Finance

1. Financial Statements - December 2023 - Leigh Mills pg 116

Attachment: [Financial STMTs December 2023.pdf](#)

2. Investment Schedules - January 2024 - Leigh Mills pg 126

Attachment: [INVESTMENT SCHEDULES JAN 2024.pdf](#)

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3. Approval of Invoices Over \$5,000 - Leigh Mills pg 130

- | | |
|---|--------------|
| 1) Kraft CPAs PLLC (Audit Services) | \$7,580.00 |
| 2) Sammie Gibbs Construction (Snow/Ice Removal) | \$127,600.00 |
| 3) Wascon Inc. (Sewer) | \$7,991.92 |
| 4) Omnigo (PD E-Citation Software) | \$10,394.26 |

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

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B. Facilities

1. Approve a Proposal, in the amount of \$3,685, from H.E. Parmer Company to Replace gutters and downpipes on the Public Works Maintenance Shop - Nathan McVay pg 136

Attachment: [Memo - Gutter Quotes.pdf](#)

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C. Human Resources / Personnel - No Matters

VII. LEGISLATION

A. ORDINANCE 2024-1 - AN ORDINANCE TO CLOSE, VACATE AND ABANDON THE RIGHT OF WAY OF REDWING AVENUE - for approval on the first of two readings - Doug Berry pg 140

Attachment: [ORD 2024 1 Abandon Redwing Avenue 27114707.1 .pdf](#)

Attachment: [Redwing Avenue Map 27115368.1 .pdf](#)

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B. ORDINANCE 2024-2 - AN ORDINANCE AMENDING ORDINANCE 2023-3 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW - for approval on the second and final reading - Leigh Mills pg 144

As presented, the Budget Ordinance has been amended since first reading. The Board will need to 1) first consider a motion and vote on the amendment to incorporate these changes; 2) then, upon approval of the amendment, make a motion and vote to "approve the Budget Ordinance as amended".

Attachment: [Memo on 2024 2 Budget Amendment 1 Second Reading.pdf](#)

Attachment: [ORD 2024 2 Budget Amendment 1 Second Reading...pdf](#)

C.RESOLUTION 2024-02 - A RESOLUTION UPDATING THE INVESTMENT ACCOUNT INFORMATION WITH FIRST HORIZON BANK - Leigh Mills pg 148

Attachment: [10 RES 2024-02 First Horizon Bank with Exhibit A.pdf](#)

VIII.OTHER MATTERS

IX.ADJOURN

The next scheduled meeting of the Board of Commissioners will be Wednesday, March 20, 2024 at Belle Meade City Hall 4705 Harding Pike Nashville, TN



**MINUTES
BOARD OF COMMISSIONERS – REGULAR MEETING
JANUARY 24, 2024, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

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

Board Members Present

Mayor Rusty Moore
Louise Bryan
Neal Clayton
Marty Dickens

Staff Members Present

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

I. PLEDGE OF ALLEGIANCE - Led by Mayor Moore

II. PUBLIC COMMENTS - No Public Comments

III. MINUTES

Consideration of the minutes of the Regular Meeting held December 13, 2023

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

IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay

Mayor Moore complimented both the Public Works and Police Departments on their work during the snow storm.

Commissioner Bryan asked about the status of the renovation of the Public Works building.

Interim Public Works Director McVay stated that it had been completed.

There were no questions about the monthly reports.

B. Approve a one-year extension of the Street Repairs and Maintenance Contract with Gibbs Brothers for a term ending December 31, 2024 - Nathan McVay pg 15

McVay stated the cost of the contract would not change, this would be a one year extension, and this would be the last extension on the contract.

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

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Williams

Chief Chuck Williams stated that officer David Linane had submitted his resignation and would be leaving the department for a position with Metro Nashville Police Department. Williams added they were narrowing down candidates to replace him.

Williams stated that the patrol cars which had been approved by the Board of Commissioners were on the street and that the StarChase GPS Tracking System had also been installed, and that officers had been trained.

Williams offered a shout out to the residents, thanking them for using caution and staying in when possible during the snow storm of the previous week, adding that there were no accidents reported to the police department within the city.

2. Approve a Grant Award and Contract with the State of Tennessee for up to \$200,000 in reimbursements for new officers successfully completing the TLETA Basic Training Academy during the four-year term from January 16, 2024 through April 2, 2028 - Chief Williams pg 27

Chief Williams provided details about the grant award and contract with the state of Tennessee.

Motion to approve: Bryan Second: Dickens

3. Declare four (4) city vehicles as Surplus Property for Sale - Chief Williams

Chief Williams provided information about the request and need to declare 4 of the city vehicles, which included a vehicle previously used by the Building Codes Department.

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

B. Health and Sanitation

1. Monthly Reports - Nathan McVay

McVay stated that pump changes did increase during the holidays, but they will go back down.

C. Building/Zoning/Planning**1. Monthly and Annual Reports - Mary Samaniego**

Planning Director Mary Samaniego thanked applicants and board members for working to reschedule meetings due to the weather of the previous week. Samaniego provided an update on the first Codes Violation Court.

Commissioner Bryan asked if requests for demolition of homes from the Historic Zoning Commission were tracked. Samaniego stated that she had tracked that number but she had not gone to the extent to see how many that had been granted had been demolished; adding that the new permitting system will allow reports of that nature and more.

2. Zoning Ordinance Taskforce Update - Mary Samaniego

Mayor Moore stated that the proposal had been presented to the MPC; Samaniego added that it would be posted to the website for review by the public.

Commissioner Clayton inquired on how long properties could remain open on the maintenance code list, Samaniego stated there was no set date at this time adding that if the property owner was in touch and working on the issue the city would work with them; adding that if it appeared that work stopped additional action would be taken.

Commissioner Clayton asked City Attorney Berry if the city had any type of liability in regards to maintenance violations. Berry stated that the city had no liability in this.

D. Waste Collection - No Matters**E. Beautification/ Landscape****1. Monthly report - Laura Katherine Wood**

Beautification Committee Chairman Wood updated the commissioners on the January meeting of the committee, adding that Ceres donation request letters would be signed in preparation for mailing. Wood also added that they were progressing with the replacement of plantings at City Hall destroyed by the ice storm of 2022. Wood also added that she would soon be requesting the commissioners to designate a date for Belle Meade Arbor Day, this is part of the process to getting the Tree City designation.

F. City Communications and Technology - No Matters**VI. ADMINISTRATION****A. Capital Projects Update - Jennifer Moody**

City Manager reviewed, and answered questions regarding the current Capital Projects.

B. Finance**1. Financial Statements - November 2023 - Leigh Mills**

Finance Director Leigh Mills reviewed the financial statements from November 2023 providing highlights.

2. Investment Schedules - Leigh Mills

Finance Director Leigh Mills reviewed the investment schedules from December 2023 providing highlights.

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

1) CEC, Inc. (Walnut Drive Project)	\$6,486.00
2) CEC, Inc. (Walnut Drive Project)	\$9,888.25
3) CivicPlus, Inc. (Permitting Software)	\$15,000.00
4) Lonnie Cobb Ford, LLC	\$39,824.00
5) Lonnie Cobb Ford, LLC	\$38,324.00
6) Lonnie Cobb Ford, LLC	\$46,324.00
7) Lonnie Cobb Ford, LLC	\$39,824.00
8) StarChase	\$13,396.00
9) Commonwealth Chemicals	\$25,500.00
10) KCI (Master Plan/Traffic Calming)	\$6,268.00

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

C. Facilities - No Matters**D. Human Resources / Personnel - No Matters****VII. LEGISLATION****A. ORDINANCE 2024-1 - AN ORDINANCE TO CLOSE, VACATE AND ABANDON THE RIGHT OF WAY OF RED WING AVENUE - for approval on first of two readings - Doug Berry**

City Attorney Berry provided background on the ordinance, adding information on how the division of the abandoned land was to be handled.

Public Comment Opened

Douglas Henry, resident 311 Lynwood Boulevard, spoke in favor of the city abandoning Red Wing Avenue, providing additional background on a previous abandonment of a portion of the street, adding that the then City Attorney

Jim Murphy at the May 17, 2016 Municipal Planning Commission, stated that the law presumes when the right-of-way is abandoned that it reverts to owners on either side.

Kevin Crumbo, resident 121 Westhampton Place, asked that the commissioners take additional time to answer all questions before taking action on abandoning the property.

Hunter Oldacre, 400 Sunnyside Drive, provided additional information on the partial abandonment of Red Wing Avenue in 2016.

Mayor Moore made a motion to defer the item as there are unanswered questions, making a clarification that the status of the law is established in the state of Tennessee and it is not the responsibility of the city to award ownership, the authority is to abandon the property. Moore added that there is not a clear understanding where this property goes, adding that similar situations have resulted in law suits. Moore added that he wants to share information on what might be the result of abandonment.

Commissioner Bryan asked City Attorney Berry if the precedent that Mr. Henry referred to is a legal precedence here. Berry stated that the city may have made a mistake (in 2016), we do not need to make the same mistake.

Ashley Henry, resident at 311 Lynwood Boulevard, provided information on property abandoned in 2020.

Second to defer: Bryan Vote: All aye

B. ORDINANCE 2024-2 - AN ORDINANCE AMENDING ORDINANCE 2023-3 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW - for approval on the first of two readings - Leigh Mills

Finance Director Mills provided detail on the ordinance, noting the summary of the data included in the ordinance.

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

VIII. OTHER MATTERS

IX. The meeting adjourned at 5:08 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
1/3/2024	Removed a dead squirrel from the road.		119	Clarendon		Nathan & Dylan	Completed	1/3/2024
1/4/2024	Helped LT remove a few things out of a police car.			Maintenance Shop		LT & Dylan	Completed	1/4/2024
1/4/2024	Reset a LPR			Lynwood / Westview		Nathan & Dylan	Completed	1/4/2024
1/4/2024	Cleaned out the old Codes vehicel and removed the decals			Maintenance Shop		Nathan & Dylan	Completed	1/4/2024
1/5/2024	Removed all of the wreaths and garland.			City Hall & City		Nathan & Dylan	Completed	1/5/2024
1/9/2024	Cut a tree out of the road			Forsythe		Nathan & Dylan	Completed	1/9/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
1/10/2024	Helped PD install evrything into the new cars			Maintenance Shop		Nathan & Dylan	Completed	1/10/2024
1/10/2024	Checked on a tree that fell		311	Lynwood Blvd		Nathan & Dylan	Completed	1/10/2024
1/12/2024	Tree on BMB		301	Belle Meade Blvd		Nathan	Completed	1/12/2024
1/17/2024	Road the streets to make sure they were getting plowed.			City		Nathan & Dylan	Completed	1/17/2024
1/17/2024	Picked up some trash		700	Inquier Ave		Nathan & Dylan	Completed	1/17/2024
1/18/2024	Put road closed signs out where the water main is broke.		710	Jackson		Nathan & Dylan	Completed	1/18/2024
1/18/2024	Sharpened the chainsaw chains			Maintenance Shop		Dylan	Completed	1/18/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
1/19/2024	Salted			Chickering Ln/Rd intersection		Nathan	Completed	1/19/2024
1/19/2024	Picked up road closed signs		710	Jackson		Nathan	Completed	1/19/2024
1/19/2024	Salted			City Hall		Nathan	Completed	1/19/2024
1/22/2024	Salted the intersection			Glen Eden / Westview		Nathan & Dylan	Completed	1/22/2024
1/22/2024	Picked up cardboard off the ground and put in the the dumpster			City Hall		Nathan	Completed	1/22/2024
1/24/2024	Fixed a door			City Hall		Nathan	Completed	1/24/2024
1/26/2024	Took the chop saw to Ace to get repaired			Maintenance Shop		Dylan	Completed	1/26/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
1/30/2024	Found a water main break			Harding Pl / Enquier Ave		Nathan & Dylan	Completed	1/30/2024
1/30/2024	Ran water and put bleach down all of the floor drains in the bathrooms to keep the odor down.			City Hall / Police Department		Nathan & Dylan	Completed	1/30/2024
1/30/2024	Replaced a light bulb in the mens bathroom.			Police Department		Nathan & Dylan	Completed	1/30/2024
1/30/2024	Took pictures of the old Codes vehicle so Chief could post it on the auction website.			City Hall		Dylan	Completed	1/30/2024
1/31/2024	Fabricated some brackets for the solar panels can be mounted to the sign post for the soeed			Maintenance Shop		Nathan & Dylan	Completed	1/31/2024
1/31/2024	Patched several potholes			Belle Meade Blvd		Nathan & Dylan	Completed	1/31/2024
1/31/2024	Patched two potholes in the parking lot.			City Hall		Nathan & Dylan	Completed	1/31/2024

Annual Report 2023



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To save on printing costs, this report is provided in electronic format rather than the traditional printed format. Copies are available for download on the Belle Meade Police Department website at <http://www.citybellemead.org/policedepartment>. Hard copies are available upon request.

Mission Statement

The City of Belle Meade Police Department strives to provide community-oriented law enforcement that contributes to the quality of life expected by City residents through professional, visible, and respectful efforts of well-trained Police Department employees who are dedicated to public service. In carrying out its mission, the Police Department is especially mindful of and guided by the following values:

Fairness

Consistent and equitable enforcement of the law

Integrity

Adherence to the highest moral and ethical standards

Respect

Respect for the views, rights, and dignity of others

Teamwork

Working together to accomplish our mission with efficiency and safety

Message from the Chief

To the Mayor, Commissioners, City Managers, Citizens of Belle Meade, and the Employees of the Belle Meade Police Department:

This report highlights the many activities of the Belle Meade Police Department during 2023, including crime and traffic statistics. It will clearly explain our department's activity and community involvement.

Community policing remains a primary goal for our department. We enjoy working with our community at the Boulevard Bolt and the Nichol Lane Halloween event. This year, we added the inaugural City of Belle Meade Holiday Parade, which was a huge success. The community contact initiative also encourages officers to stop and talk to residents that they see out in the yard and walking on the street. We hosted our women's self-defense class in 2023. This program is well received by the attendees and will continue to be a program moving forward.

Traffic safety continues to be a top priority for our agency as we attempt to combat the significant influx of volume that Belle Meade has seen in recent years. The 2023 citation data reflects how seriously we take traffic safety.

Our Public Safety Security System began in July of 2018 and continues to be an asset for our police officers and our detective. We also use the system to search for persons involved in crime in Belle Meade, which benefits other agencies' investigations. We added three additional locations in 2023.

Certified Child Safety Technicians continue to help parents and caretakers with the correct installation of car seats.

Belle Meade Police Department is the only agency in Davidson County that helps caretakers with installation.

I am grateful for the opportunity to serve with a group of dedicated officers and dispatchers daily. The city's administration is very supportive of our agency. They ensure that we have the tools that we need to be productive. It is an honor to work for a community that supports us the way Belle Meade does!

Chuck Williams, Chief

Department Administration

Chief of Police Chuck Williams



Chief Chuck Williams has served with the Belle Meade Police Department for thirteen years and has twenty-one years of law enforcement experience. He has worked his way up from patrol officer to Chief of Police. Chief Williams received his associate's degree in criminal justice from Bethel University in 2021 and his bachelor's degree in Criminal Justice from Bethel University in 2023. He is a graduate of the Tennessee Association of the

Chiefs of Police Executive Leadership Training and has numerous specialized police certifications.

He is an active member of the Tennessee Association of Chiefs of Police.

Lieutenant Mack Mangrum

Lt. Mack Mangrum has served with the Belle Meade Police Department for 21 years. He worked his way up from a patrol officer to second-in-command of the department in January 2022. Mack has extensive police training. Lt. Mangrum works closely with all divisions of the police department and oversees daily operations. He graduated from the Tennessee Association of Chiefs of Police Chief Executive Leadership Training in 2022



Police Operations Section

The Police Operations Section is the largest component of the Police Department. It is comprised of the Patrol Division and the Criminal Investigation Division. The Police Operations Sections are under the direct supervision of the Lieutenant.

Patrol Division

The Patrol Division's uniformed officers are the department's most visible members. Officers are assigned marked patrol cars equipped with radar, in-car video cameras, body cameras, and



computer tablets.

The Patrol Division consists of 12 sworn officers, who are assigned to four separate shifts. Each shift is made up of a Sergeant and two officers.

All members of the Patrol Division bring years of experience to the department. In addition to their patrol duties, many officers have other duties, such as Field Training Officers and instructors in various disciplines.

Traffic Division

The traffic division consists of a full-time motorcycle officer and two part-time officers that are paid for through a grant through THSO. Their primary responsibilities are to work crashes and conduct traffic enforcement. In July 2023, the motorcycle officer was assigned to five days a week to be more visible. We receive many positive comments from the community about the motor's effectiveness. To request RADAR on your street, email Officer Germany at mgermany@citybellemeade.org.



Criminal Investigation Division

Detective Tom Sexton staffs the Criminal Investigation Division and provides crime prevention services to the residents of Belle Meade. In addition, Detective Sexton can call on the resources of the Metro Nashville Police Department as needed to assist in any investigation.



Support Services Section

The Support Services Section is made up of the Communications Division and the Administrative Division. The Support Services Section is under the direct supervision of the Lieutenant.

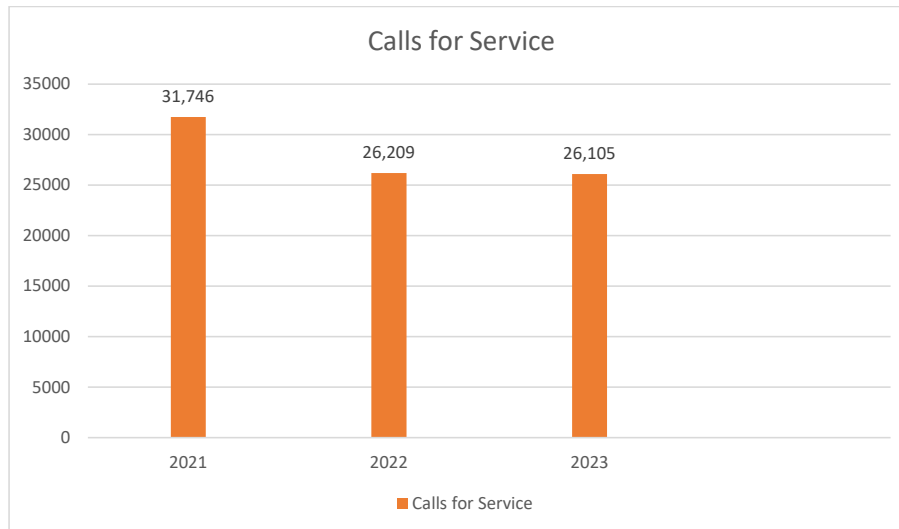
Communications Division

The Communications Division is staffed by four full-time and two part-time Communications Officers. Each Communications Officer is certified by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, and has access to both the Tennessee Criminal Portal and the NCIC system. Communications Officers provide a link between callers and officers in the field. One Communications Officer is assigned to each of the four patrol shifts. This division is supervised by Communications Sergeant Toni Tomlin.



Calls for Service

Belle Meade officers responded to 26,105 calls for service in 2023. This was a .39% decrease over calls received in 2022. (This includes all activities).



Grant Management

In 2023, the Belle Meade Police Department received approximately \$322,500 in grant funding. This money is used to purchase equipment, pay personnel, and encourage recruiting and retaining of new hires.

Some of the equipment purchased was computers for patrol cars, StarChase pursuit alternatives, in-car police cameras, RADARS, and ballistic vests.



StarChase

Administrative Division

The Administrative Division consists of the Training Unit, the Accreditation Unit, the Records Unit, and the Firearms Training Unit. Except for the Records Unit, patrol officers' staff all other units as an additional duty.

Training Unit - The Training Unit is staffed by the General Departmental Instructor (GDI), who is responsible for ensuring all sworn personnel complete the annual training requirements set forth by the Tennessee POST Commission. Chief Chuck Williams currently serves as the GDI.

Accreditation Unit – The Accreditation Unit is staffed by the Accreditation Managers responsible for the Accreditation process. The department has completed the rigorous process of gaining compliance with the Tennessee Law Enforcement Accreditation program, which the Tennessee Association of Chiefs of Police administers: the Court Clerk, Kim Huffines, and Patrol Sgt. Chris Roark serves as the Accreditation Manager and is assisted by Chief Chuck Williams.

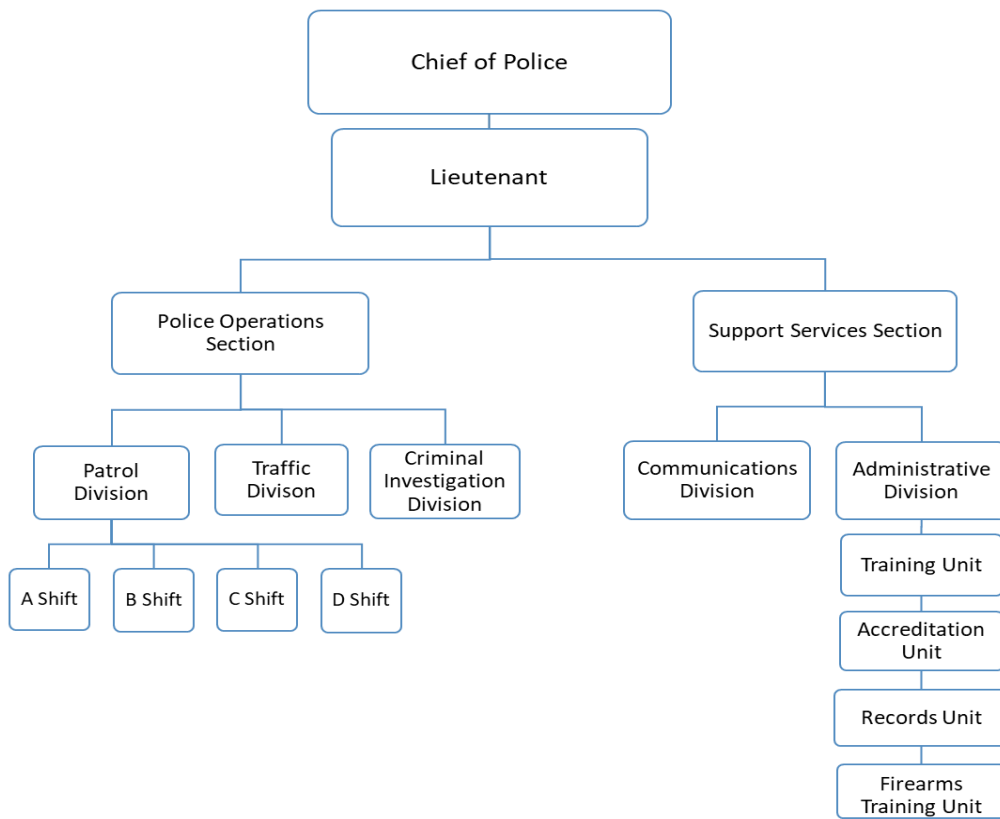
Records Unit – The Court Clerk is responsible for the Records Unit function as part of her duties. In this function, the clerk ensures all records and reports are maintained according to departmental policy and Tennessee state law.

Firearms Training Unit – The Firearms Training Unit is responsible for all firearms training and maintenance of all firearms issued by the department. This unit is under the supervision of Lt. Mack Mangrum and Sgt. David Wright.

Organizational Chart



Belle Meade Police Department



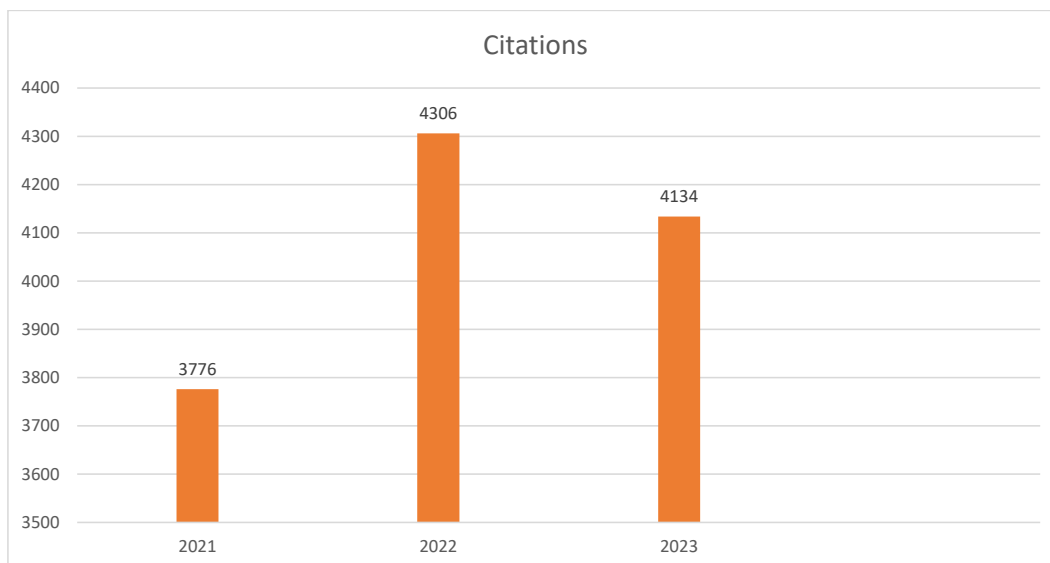
Municipal Court

The City Court of Belle Meade is presided over by Judge Mark Beveridge. The City Court hears cases concerning traffic violations and violations of other Belle Meade ordinances committed within the City of Belle Meade. Court is held on Wednesday and Thursday once a month at 8:30 AM. The City Court Clerk, Kim Huffines, is responsible for administrative responsibilities concerning the operation of the Belle Meade City Court. Judge Beveridge can be contacted through the court clerk's office at 615-298-1223.



Citations

Belle Meade officers issue citations to City Court for violations of Belle Meade ordinances. These citations are primarily for traffic violations, but other violations, such as curfew, may be included in these numbers. In 2023, there were over 4,000 traffic citations issued.



Community Outreach

The Belle Meade Police Department provides more than just law enforcement services. The department also offers several Community Outreach programs to better serve our community.

Child Passenger Safety Program (CPSP) - Certified child passenger safety technicians are available to give personal instructions on correctly installing child restraint equipment in vehicles. They can also answer questions concerning your child's safety while riding in a vehicle. MPO Wes Bowker serves as the CPSP Coordinator.



Neighborhood Watch - The city offers an on-site coordinator and liaison for neighborhood watch groups in Belle Meade. The coordinator communicates with Block Captains who send information to residents in their group regarding BOLOs (Be on the Look Out) and about recent crimes in the city, as well as surrounding areas. The department is grateful for the extremely high participation rate in this program.

Prescription Drug Collection Program - The prescription drug collection program offers the public a means to dispose of expired, unused, or unwanted prescription drugs anonymously and safely. The collection box is in the lobby of the Belle Meade Police Department at 4705 Harding Pike. (The Entrance is located to the right of city hall's main entrance.) It is available 24 hours a day, seven days a week.

Participants may dispose of medication in its original container. Loose pills should be disposed of using a clear plastic bag (provided). All medications collected from this program are destroyed by incineration. MPO Bowker and Officer Scarbrough manage this program.



Community Outreach

2023 Inaugural City of Belle Meade Holiday Parade



The City of Belle Meade Holiday Parade was a huge success. The parade had the perfect small-town feel, and many residents flocked to the streets to enjoy the floats and fellowship. We thank all the parade participants, organizers, and other agencies who assisted us with this wonderful event.

2023 Women's Self-Defense Class



The women's self-defense class was held at St. George's Church. It was an informative class and had great participation. This program will be an annual event.

City Administration

The City of Belle Meade is in western Davidson County and is considered a “satellite city” of the Metropolitan Government of Nashville and Davidson County. According to the 2020 U.S. Census Bureau, the population of Belle Meade is 2,901. The city was chartered in 1938 as a City Manager-Commissioner form of government. The Board of Commissioners is the policy-making body, while the City Manager is the Chief Administrative Officer. Jennifer Moody is the City Manager, and Leigh Mills is the Finance Director.



Jennifer Moody

Leigh Mills

The citizens elect five Commissioners for staggered four-year terms. The Commissioners then select two members to serve as Mayor and Vice-Mayor for two years.

2023 Board of Commissioners:

Mayor Rusty Moore

Vice Mayor Haley Dale

Commissioner Louise Bryan

Commissioner Neal Clayton

Commissioner Marty Dickens

Crime Statistics

The Tennessee Bureau of Investigation (TBI) is responsible for compiling crime statistics for the State. Crimes are placed into one of two groups. Group A includes crimes such as murder, rape, and theft. Group B includes DUI, drunkenness, and trespassing. Most crimes in Belle Meade are property crimes, which fall into Group A.

TBI Crime Overview

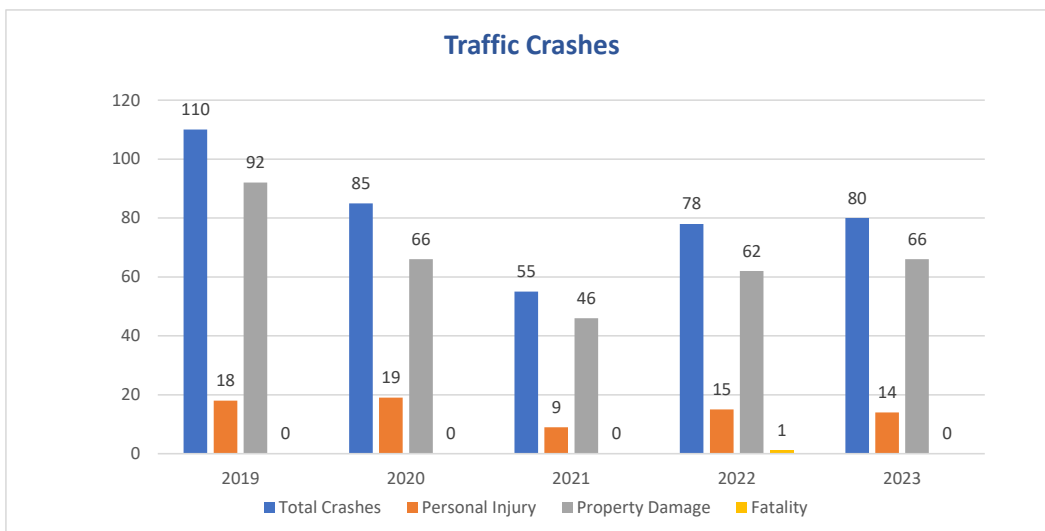
GROUP A OFFENSES				
Crimes Against Persons	2020	2021	2022	2023
Murder	0	0	0	0
Kidnapping	0	0	0	0
Forcible Rape	0	0	0	0
Aggravated Assault	0	1	0	0
Simple Assault	8	2	1	2
Intimidation	1	2	0	2
Stalking	0	2	0	1
Crimes Against Property	2020	2021	2022	2023
Arson	0	0	0	0
Burglary	6	0	5	4
Counterfeiting/Forgery	0	0	3	3
Destruction/Damage/Vandalism	12	5	8	12
Extortion/Blackmail	0	0	0	0
Fraud-False Pretenses	3	4	3	1

Fraud- Credit Card/ATM	2	3	2	1
Fraud-Impersonation	5	2	4	6
Fraud-Identity Theft	4	0	0	3
Robbery	0	0	0	0
Theft From Building	1	0	2	0
Theft From Motor Vehicle	13	1	7	4
Theft of Motor Vehicle Parts	1	2	1	0
Theft-All Other Larceny	9	6	7	12
Motor Vehicle Theft	0	1	2	1
Crimes Against Society	2020	2021	2022	2023
Drug/Narcotic Violations	7	2	6	7
Drug/Narcotic Equipment Violations	4	0	3	4
Weapons Law Violation	0	2	2	0
GROUP B OFFENSES				
Offense	2020	2021	2022	2023
DUI	27	11	8	16
Drunkenness	2	1	1	0
Trespass	3	0	1	0
All Other Offenses	1	10	13	3

Traffic Crashes

In 2023, the Belle Meade Police Department investigated 80 total crashes. There were 14 crashes with injuries and 66 property damage crashes. Historically, Belle Meade averages about 100 crashes each year. This is the fourth year that we have had less crashes than our normal average. The leading causes of crashes in Belle Meade are failure to yield right of way and following too closely.

In comparison, statewide there was a 2.4% increase in serious injury and fatal crashes from 2022 to 2023. In 2022, there were 6,078 serious injuries/fatal crashes. In 2023, there were 6,226 serious injuries/fatal crashes. In Davidson County, there were 1,081 injuries/fatal crashes in 2022. In 2023, there were 1,021 injuries and/fatal crashes in Davidson County. This is a 5.5% reduction in the last two years.



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

Call Type	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Alarms	42	38	34	31	33	28	38
Arrests	9	9	14	5	9	3	1
Burglary	0	1	0	1	0	0	0
Citations Issued	415	315	389	277	306	277	237
Community Contacts	280	221	292	205	231	195	89
Fingerprint Customers	20	11	18	15	13	24	14
House Checks	1,157	704	578	602	999	1,472	858
LPR Camera Hits	10	10	5	13	3	16	4
Non-Residential Checks	912	787	890	887	868	926	745
Reports Taken	29	19	33	20	21	16	23
Theft of Property	1	0	1	2	3	0	3
Traffic Crashes	6	5	8	4	5	4	5
Total Patrol Miles	10,811	9,171	9,514	10,074	10,076	9,761	7,612
P.D. Monthly Revenue	\$9,112.70	\$18,559.05	\$18,012.15	\$21,886.05	\$30,836.00	\$32,614.65	\$29,536.79

Belle Meade Police Department
Monthly Statistics

January 2024

Officer	Calls Answered	Citations Written	Traffic Stops	Verbal Warnings	Community Contacts	Reports Completed	Auto Crash Property	Auto Crash Injury	Arrests	Fingerprint Calls	Child Seats Installed	Houses Checked	Business Checks	Miles Patrolled
Bowker	21	10	10	4	6	1				1	2	140	52	861
Cloxtan	18	12	7	1	4							34	99	705
Cortier	10	3	1									80	81	608
Donegan	19	3	1									103	63	742
Doty	17	17	23	14	1	6	1					110	40	659
Dunn														
Germany		5	8	6	3	1	1							176
Parrish	11	10	9	4	1	1						118	96	612
Read	27	81	57	14	40	4				1		67	59	700
Roark	10	33	17	10	32	1	1			7		17	8	489
Samol	21	18	10	2		2	1		1			74	135	789
Scarbrough	13	7	3	1		3	1			3		85	32	536
Wright	7	5	4		2	1				2		30	80	451
Yokley		33	38	17										284
Totals:	174	237	188	73	89	20	5	0	1	14	2	858	745	7,612

LPR REPORT - January 2024

Stolen Tags - 4

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

1 - Officers located and stopped the vehicle. After investigating, the officers were able to determine that the tag was not stolen.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

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
Oct-23	1714.593	62.580	154.920	16.913	20.449
Nov-23	1723.518	116.997	155.210	0.000	0.000
Dec-23	1462.804	89.357	138.200	0.000	10.960
Jan-24	1594.581	73.440	142.690	0.000	0.000

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

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
Oct-23	\$5,421.18	\$203.75	\$445.21	\$45.78	\$59.33
Nov-23	\$5,176.42	\$341.45	\$418.63	\$0.00	\$0.00
Dec-23	\$4,156.94	\$236.78	\$346.13	\$0.00	\$28.64
Jan-24	\$4,368.70	\$195.61	\$359.10	\$0.00	\$0.00



Police Department Monthly Report February 1, 2024

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: January 5, 2024 to February 1, 2024

NEW CASES ASSIGNED

24-0013 Matter of Record Assisted returning Amazon packages.

24-0016 Identity Theft Belle Meade resident had their identity stolen and used to establish bank accounts in various banks..

24-0019 Identity Theft / Stolen Property Belle Meade had their ID stolen in addition to property stolen from the mail.

Continuing Investigations:

The assist Metro in a missing person investigation turned into a homicide investigation. We were able to provide video evidence in the matter.

As listed above, the Identity of several Belle Meade residents were stolen in the past few months. Happy to announce that we expect a major arrest in one of these investigations in the near future. We have developed and identified a person of interest and will be providing information to a multitude of other law enforcement agencies.

We have had multiple cars rummaged thru and minor items removed. The property owners did not want to file a report but we are attempting to identify and locate the individual responsible. It should be noted that the new camera location at Leake and Westover was able to locate the individual riding a bicycle using a new software.

ASSISTING RESIDENTS

Assist residents in internet harassment issues.

Assist Belle Meade resident concerning a very serious on-line harassment matter. We are developing information as we speak that will identify the person responsible.

ASSISTING OTHER AGENCIES

Metro Nashville Police - Intel provided on international theft group working in the area.

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners

cc: Jennifer Moody

From: Chief Chuck Williams

Date: February 21, 2024

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. Every full-time officer has a tablet assigned to them. Currently, our two part-time officers share a tablet. The 2024 THSO grant allows the purchase of an 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

#865

01/12/2024

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: 02/11/2024

Terms	Expiration Date	PO #	Sales Rep	Shipping Method
Net 30	02/11/2024		Alex Rogowski	

Notes

Sales Tax May Apply

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	\$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

#865

01/12/2024

Terms of Sale

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

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

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

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

1. Acceptance of Order

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

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

2. Pricing and Availability

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



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3. Payment Terms and Credit Card Payments

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

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

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

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

4. Partial Billing by the Seller

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

5. Shipping Terms and Policies

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

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



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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.



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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.



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

Quote

#865

01/12/2024

(f) **RMA Processing and Tracking**

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

(g) **Camera Type**

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

(h) **Authorized Contacts**

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

(i) **Annual Configuration Time**

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

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

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

(k) **Client Support Hours**

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

(l) **Emergency Responsiveness**

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

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

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



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

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

16. Privacy

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

17. Dispute Resolution and Binding Arbitration

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

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

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

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



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#865

01/12/2024

18. Applicable Law and Jurisdiction

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

19. Export Controls

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

20. Severability

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

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RESOLUTION 2024-01

**A RESOLUTION AUTHORIZING THE CITY OF BELLE
MEADE TO PARTICIPATE IN THE 2023 PUBLIC ENTITY PARTNERS
"SAFETY PARTNERS" MATCHING GRANT PROGRAM**

WHEREAS, the safety and well-being of the employees of the City of Belle Meade is of the greatest importance; and

WHEREAS, the grant will be used to purchase bullet-proof vest for officer safety; and

WHEREAS, the City of Belle Meade now seeks to participate in this important program.

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

SECTION 1. That the of City of Belle Meade is hereby authorized to submit an application for a \$1,500 award from the "*Safety Partners*" *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Belle Meade is further authorized to provide \$1,500 in local funds to serve as a match for any monies provided by this grant.

SECTION 3. This Resolution shall become effective upon passage.

Date of Adoption: February 21, 2024

Mayor Rusty Moore

City Recorder Rusty Terry

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Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
1/4/2024	410	Royal Oaks Dr	Nathan/Dylan	Issues	No issues found and the pump is working.	☒			
1/5/2024	4422	Warner Pl	Nathan/Dylan	Red Light	Bad start capacitor and start relay	☒	Replaced both		
1/8/2024	619	Royal Oaks Pl	Nathan/Dylan	Red Light	Broken discharge in the tank	☒	Repaired the discharge line in the tank		
1/8/2024	4401	Georgian Pl	Nathan/Dylan	Red Light	Bad pump and broken discharge	☒	Replaced pump and repaired the discharge line.	WGL 20-21	Replacement
1/8/2024	200	Lynwood Ter	Dylan Hood	Red Light	T/R 242 12.5	☒			
1/9/2024	540	Jackson Blvd	Dylan Hood	Red Light	T/R 244 11.5	☒			
1/12/2024	11	Carriage Hill	Nathan/Dylan	Start Up	Start Up	☒		WH852823 WH852852	New Construction
1/17/2024	109	Belle Meade B	Nathan/Dylan	Backing up	Internal issue	☒			
1/24/2024	4324	Signal Hill Dr	Dylan Hood	Issues	Pump is working properly	☒			

Thursday, February 15, 2024

Page 1 of 2

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
1/25/2024	4322	Glen Eden Dr	Nathan/Dylan	Red Light	T/R 242 10.5	☒			
1/29/2024	4410	Harding Pl	Nathan/Dylan	Equip. Check	No Issues	☒			
1/29/2024	4500	Malone Ave	Dylan Hood	Red Light	Bad Contactors	☒	Contacts		
1/29/2024	715	Belle Meade B	Nathan/Dylan	Red Light	T/R 240 12.7	☒			
1/29/2024	4308	Harding Pl	Dylan Hood	Backing Up	Internal Issues	☒			

Thursday, February 15, 2024

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City of Belle Meade

January TN One Calls

ticketId	workStreet	workdonefor
9263352	NICHOL LN	HOMEOWNER
9264673	CLARENDON AVE	BERT & CAROLINE LINDSAY
9265614	ELLEDALE AVE	MATT DANIEL
9267114	WESTHAMPTON PL	HAMMOND
9267735	LYNNWOOD BLVD	PIEDMONT
9268501	FORSYTHE PL	NDOT
9272259	GERALD PL	GERALD PLACE
9277139	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
9277803	HARDING PL	MARTY DICKENS
9278064	CLARENDON AVE	BURK LINDSEY
9278445	TYNE BLVD	TENNESSEE VALLEY HOMES, INC.
9281004	LYNNWOOD BLVD	HOMEOWNER
9281226	IROQUOIS AVE	MIMI DECAMP
9282216	CHICKERING LN	NES REF NUM 230900782
9282430	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
9283286	SCOTLAND PL	BRENTWOOD BUILDERS
9283956	SCOTLAND PL	CULLEN AND KERRY ROBERTS
9283960	LYNNWOOD TER	WILSON SISK
9283968	SCOTLAND PL	BILL BOYLE
9284047	SCOTLAND PL	BRENTWOOD BUILDERS
9286458	LYNNWOOD BLVD	NASHVILLE ELECTRIC SVC
9286996	FORSYTHE PL	JOHNSTON
9289145	LEAKE AVE	KYLE NEAL
9293687	GLEN EDEN DR	METRO WATER AND SEWER
9294017	CHICKERING RD	PIEDMONT NATURAL GAS
9294516	CHICKERING RD	ATT
9294558	JACKSON BLVD	HEATH HOGAN
9295293	NICHOL LN	SHEARER RESIDENCE
9295893	JACKSON BLVD	PHIPPS CONSTRUCTION
9297824	LYNNWOOD BLVD	COMCAST
9298913	IROQUOIS AVE	LAURA MACKINNON
9299406	NICHOL LN	HOMEOWNER
9299953	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
9299957	BELLEVUE DR S	CHANDELIER DEVELOPMENT
9300788	WESTHAMPTON PL	HAMMOND
9302830	SUNNYBROOK DR	METRO WATER AND SEWER
9303154	WESTVIEW AVE	ROGERS BUILD
9303879	HARDING PL	NDOT
9304069	JACKSON BLVD	METRO WATER AND SEWER
9304143	BELLE MEADE BLVD	HOMEOWNER
9305802	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
9305998	LYNNWOOD BLVD	PIEDMONT
9308234	HARDING PL	MARTY DICKENS
9308274	LYNNWOOD BLVD	HOMEOWNER
9308501	CHICKERING LN	NES REF NUM 230900782
9308676	TYNE BLVD	TENNESSEE VALLEY HOMES, INC.

City of Belle Meade

January TN One Calls

9309202	CHICKERING RD	TURNER RESIDENCE
9309697	FORSYTHE PL	JOHNSTON
9309765	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
9310741	ELLENDALE AVE	MATT DANIEL
9314665	CHICKERING LN	KENNETH ADAMS
9315186	CARRIAGE HILL	OWEN BUILDERS
9315285	BELLEVUE DR S	PIEDMONT
9318801	MANOR DR	THOMAS THOMPkins
9321636	WESTVIEW AVE	PIEDMONT NATURAL GAS
9324385	BELLE MEADE BLVD	JIM NANTZ
9325746	WARNER PL	STEVEN MASON
9328822	SCOTLAND PL	CULLEN AND KERRY ROBERTS
9328833	SCOTLAND PL	BILL BOYLE
9328841	LYNNWOOD TER	WILSON SISK
9329600	LYNNWOOD BLVD	DEMBO RESIDENCE
9329809	SUNNYSIDE DR	COMCAST
9334875	IROQUOIS AVE	LORI GARRINGER
9335356	HARDING PL	METRO WATER AND SEWER
9335643	WESTHAMPTON PL	HAMMOND
9335671	WESTHAMPTON PL	HAMMOND
9336132	HARDING PL	ALLISON HARRIS
9336150	HARDING PL	METRO WATER AND SEWER
9336480	LEAKE AVE	DODD ELEC
9337242	ENQUIRER AVE	METRO WATER & SEWER
9337839	JACKSON BLVD	PHIPPS CONSTRUCTION
9337942	LYNNWOOD BLVD	HOMEOWNER
9339943	PARK HILL	PIEDMONT NATURAL GAS
9340317	WESTVIEW AVE	JOHN CLINE
9340615	IROQUOIS AVE	PAULA BROWN
9341117	CLARENDON AVE	LINDSEY
9341512	HARDING PL	BONNIE BLACKBURN
9341723	JACKSON BLVD	HEATH HOGAN
9343071	BELLE MEADE BLVD	HOMEOWNER
9344561	CHICKERING RD	JOI TIPPS



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
Doug Berry, City Attorney

From: Jennifer Moody

Date: February 21, 2024

Re: Metro-Nashville Water Rate Study Cost Proposal
and Draft 10-year Wholesale Agreement

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 currently operate under individual, but similar 10-year Agreements expiring on October 1, 2024.

PROPOSED AGREEMENT

Metro-Nashville Water has provided the attached draft of a proposed Agreement for the next 10-year term, October 1, 2024 through October 1, 2034. 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, in 2029, and 2034, the wholesale rate is to be 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 draft agreement is not substantially different from the previous 10-year agreement. The primary change is a paragraph on "Industrial Pretreatment Program", which does not appear to apply directly to the City of Belle Meade. Upon completion of the rate study, the initial rates will be filled into the draft agreement and, barring any other amendments or revisions, it will be presented for your approval at a subsequent meeting.

COST OF 2024 RATE STUDY

The last rate study was conducted in 2019. A new rate study needs to begin now, in 2024, to reset the base rate for an effective date on October 1, 2024. A proposal has been received from CDM Smith to conduct the rate study. The cost of the study will be shared by all wholesale customers, with the City of Belle Meade's share not to exceed \$7,142.00. This figure was calculated using the following formula: 50% Metro Water and 50% split among the 7 wholesale customers or $(\$100,000/2)/7 = \$7,142$ per wholesale customer.

RECOMMENDATION

The Board is recommended to authorize an expense, not to exceed \$7,142, to support a rate study conducted with Metro-Nashville Water and its other wholesale rate customers.

FISCAL IMPACT

The City of Belle Meade will utilize funds for professional services within the Sewer Fund for these professional services for up to \$7,142.00 in shared expense. The City will be invoiced by Metro-Nashville Water on one bill at the end of the rate study.

Attachments

CDM Smith Proposal
Draft Wholesale Agreement



January 18, 2024

Mr. Jim Snyder
Legislative Director
Metropolitan Government of Nashville
Metro Water Services
1600 Second Avenue North
Nashville, TN 37208

Subject: 2024 Wholesale Rate Adjustment Proposal

Dear Mr. Snyder:

CDM Smith is pleased to submit this proposal to support Metro Water Services (MWS) with the update to the wholesale rates agreements for the satellite municipalities/utilities following the protocol developed and adopted in 2008; and most recently updated in 2018. For this project, the scope of work will focus on those communities who have accepted the methodology and are treated as a group. The scope of work for the task is detailed herein.

Wholesale Rate Update

The wholesale rate is charged to the municipalities/utilities of the City of Brentwood, TN, City of Laverne, TN, City of Belle Meade, TN, City of Goodlettsville, TN, City of Millersville, TN, City of Ridgetop, TN, and White House Utility District. The scope of this assignment is as follows:

- Calculate the wastewater transport and treatment rate, based on utility price approach, for satellite utility agencies as set forth in the existing customer agreements.
- Update the rate and identify the following components that are called out in the methodology -- operating cost component, capital cost component, and return on assets component to account for joint-share of outstanding debt service.
- Determine; where appropriate, a separate rate for MWS's share of flows in the satellite agency's sewer system.
- As applicable, determine flow allocation at various pump stations.
- Review the results with MWS and the satellite municipalities/utilities staff.

Assumptions

- MWS will provide CDM Smith the most recent data identified in the original methodology, and that data will be in essentially the same format that we used in 2008/09 study and updated in 2018. This includes MWS's capital and operating budgets, flow data for the wholesale customers and MWS by individual customer, MWS's capital asset records and MWS's outstanding debt and effective interest rates for all such debt.

■ 210 25th Avenue North, Suite 1102, Nashville, Tennessee 37203 | tel: 615 320-3161



MWS Wholesale Rate Adjustment

January 18, 2024

Page 2

- MWS will provide flow data for each of the participants; as well as the flow splits between MWS and any of the wholesale customers.
- Capital asset information will include updated accounting for assets in service and accumulated depreciation. MWS staff will be available to assist in segregating joint use assets from all assets.
- Flow data is available for any satellite customers that are not covered by this general methodology so that flow can be accounted for.
- In those locations where MWS wastewater flows into the satellite communities, flow data will be available on total flow (three-year average) into the “joint use assets” and data and satellite community staff will be available to determine operating costs and utility method capital costs for those assets.
- Meetings will be organized such that face-to-face meetings for all rate adjustment discussions will happen on the same or consecutive days to minimize travel expenses. All other scheduled meetings to discuss the work (update/progress meetings, data discussions, etc.) will be conducted via Teams.

Activities to be undertaken include the following:

- Conduct a face-to-face introductory meeting with MWS and the satellite communities as a group to review the overall methodology, data requirements and project schedule. This will also include identifying key points of contact within each organization.
- Request and review the necessary data from both MWS and the satellite communities. CDM Smith will follow-up with each agency as necessary.
- Use the current data to update the rate calculations and prepare a summary of the proposed rate and any outstanding questions to be resolved. A PowerPoint presentation will be created summarizing the results and will be distributed to all parties.
- Hold up to two meetings with MWS and the satellite communities to review the proposed rate, identify potential errors and receive any comments/feedback. The initial meeting will be to receive questions and comments from the parties and discuss any identified issues. The second meeting will be to update and discuss with the parties any changes made as a result of the comments/questions received. The first meeting will be face-to-face; the second meeting may be set as conference call via Teams, assuming comments/issues are minor. We anticipate numerous phone calls between the first and second meeting may occur to follow-up and clarify specific issues that may be raised.
- Prepare a draft technical memorandum that describes the results and establishes the recommended base rate to be used. The draft technical memorandum will be submitted in electronic pdf format via email or secure file transfer. Upon review and comment

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MWS Wholesale Rate Adjustment
January 18, 2024
Page 3

receipt, CDM Smith will update the document and provide a final technical memorandum for all to approve and accept.

- The CDM Smith technical team will be available to present the rate to the Metro Nashville Mayor's Office, Metro Council or other governing body, as requested. This scope of work includes one two-day trip for meetings/presentations, as coordinated with MWS.

Supplemental Conditions and Assumptions

The following assumptions apply to this Proposal:

- The provided schedule assumes the timely receipt of applicable information from MWS and the satellite utilities within two weeks of request by CDM Smith.
- The provided schedule assumes the timely review and feedback on the submitted files from CDM Smith by MWS and the satellite utilities within two weeks of submission.
- This proposal includes one (1) round of comments from MWS and the satellite utilities after each draft submission. Additional rounds of comments may require modifications to the fee/schedule.

OWNER (MWS and satellite utilities) shall be responsible for, and ENGINEER (CDM Smith) may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER provided information for accuracy or completeness. OWNER may request an independent review of OWNER provided information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's services arises out of inaccurate OWNER provided information.

Schedule

Based on the tasks described above, CDM Smith proposes to complete all required work and conduct all associated meetings as described for the Task within 6 months of receipt of all necessary data. A more detailed schedule for task completion will be discussed and jointly agreed upon by both parties as part of the project kickoff.

Project Costs

CDM Smith proposes a not-to-exceed cost of \$100,000 for the project. For this contract, we will utilize the billing rates included in the current Clean Water Nashville Program Management contract (contract 19448); however, due to the specialized nature of this work, an additional labor classification for Joe Ridge, serving as a Senior Financial Specialist, has been added. The complete billing rate schedule can be seen in **Table 1** below.

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MWS Wholesale Rate Adjustment
January 18, 2024
Page 4

Table 1 – Labor Classification and Billing Rate
(Based on current Clean Water Nashville Program Management)

Labor Category	Billing Rate
Sr. Financial Specialist (*)	\$ 325.00
Technical Specialist	\$ 279.96
Officer	\$ 257.56
Senior Professional	\$ 195.98
Professional II	\$ 167.98
Professional I	\$ 134.38
Senior Support Services	\$ 162.38
Staff Support Services	\$ 134.38
Project Administration	\$ 106.39

* Sr. Financial Specialist specifically created to match needs for the financial assessment.

All invoicing will be completed on a monthly basis based on work completed during the previous billing period. A project status report will accompany each monthly billing; highlighting progress to date and the planned activities for the upcoming periods.

If you have any questions regarding this proposal, please feel free to email or call me at danielza@cdmsmith.com or 615-332-5893 or Joe Ridge at (207) 653-8320.

Thank you again for the opportunity to work with the MWS on this assignment.

Sincerely,

Zack A. Daniel, P.E.
Vice President
CDM Smith

cc: Joseph Ridge – CDM Smith
Brian Porter – CDM Smith
Darryl Tomlinson – CDM Smith

210 25th Avenue North, Suite 1102, Nashville, Tennessee 37203 | tel: 615 320-3161

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between the Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Belle Meade ("Customer").

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

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

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

THE PARTIES AGREE AS FOLLOWS:

1. Effective Date; Term. This Agreement shall become effective only after its approval by the Metropolitan Council and filing with the Metropolitan Clerk. The term shall commence on October 1, 2024 and end on October 1, 2034.
2. Transportation and Treatment Service. Metro agrees to accept into the Metro System sewage flows from the Customer System for transportation and treatment.
3. Billing. The parties agree that Metro will read the water meters for Customer's water and sewerage customers and, based on the meter readings obtained, bill such customers for:
 - a. water service at the applicable rates set forth in the Metropolitan Code of Laws; plus
 - b. sewerage service at the Utility Price established in this Agreement; plus
 - c. a surcharge of 10% of the amount due for sewer service as provided in BL2010-790; plus
 - d. an administrative fee of 10% of the charges due for wholesale sewerage service at the Utility Price; plus
 - e. a surcharge ("Belle Meade Surcharge") as directed by Customer.
4. Surcharge Payments. Once each month, Metro will remit all Belle Meade Surcharge payments collected on the behalf of Customer in the previous month.
5. Metro Transportation and Treatment Utility Price. The Utility Price on October 1, 2024 shall be TO BE DETERMINED per hundred cubic feet.
6. Annual Utility Price Adjustments. On October 1 of each year during the term of this Agreement, the Utility Price shall be adjusted for the following calendar year.
 - a. For the calendar years beginning October 1 of each year except 2029 and 2034, the Utility

Price then in effect shall increase or decrease by a percentage equal to the smaller of: (1) the percentage increase or decrease from the previous calendar year in the Service Charge Index compiled and published by the National Association of Clean Water Agencies; or (2) the percentage increase or decrease from the previous calendar year of the annual average in the Consumer Price Index – All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics. If one of the indexes identified in this paragraph ceases to be published during the term of this Agreement, a comparable index acceptable to the parties shall be substituted.

- b. For the calendar year beginning October 1, 2029 and 2034, the Utility Price shall be set using the utility approach method used by Metro and its wholesale customers, including Customer, to establish the initial Utility Price, which method is described below.
 - i. The operating cost component shall be calculated using Metro's then current fiscal year budgeted costs for operation and maintenance of joint facilities divided by the total treated flow through all Metro facilities expressed as an average annual flow for the three previous fiscal year periods. Joint facility costs are defined as Metro's budgeted operations and maintenance costs for wastewater services only, exclusive of debt service costs, capital outlay, capital improvements plan (CIP) and stormwater costs. Joint facility costs include costs for the operation of facilities that provide benefit to both wholesale and retail customers. Typically, joint facility costs would include costs associated with the operation of all core system assets, including wastewater treatment plants, wastewater interceptors and pump stations. Joint facility costs do not include retail costs, such as costs for the operation of system components that generally do not benefit wholesale customers. Retail costs would include costs associated with the local service wastewater collection lines, as well as customer service and billing and collection costs.
 - ii. The capital cost component includes both a return on assets calculation and an allocated portion of depreciation expense.
 - a. The return on assets calculation considers the original cost less depreciation of Metro's capital assets that benefit both wholesale and retail customers. Capital assets include wastewater treatment plant assets, including sludge management and odor control facilities, pump station assets, wastewater interceptors and large force mains that are determined to benefit both wholesale and retail customers. This return on asset base shall not include construction work in progress. The capital allocation to wholesale customers, as a class, shall be based on their proportionate share of treated flows. The resultant capital allocation shall be multiplied by a capital cost return component based on Metro's weighted cost of debt, plus 200 basis points (two percentage points). Metro's weighted cost of debt shall be based on outstanding bond issues for wastewater debt listed in the most recent official statement for Metro bonds.
 - b. The allocated portion of depreciation expense shall be based on the annual depreciation of wastewater assets that benefit both wholesale and retail customers. The allocated portion of depreciation expense to wholesale customers, as a class, shall be based on their proportionate share of treated flows.

- c. The sum of the return on assets calculation and the allocated portion of depreciation expense shall be divided by the total treated flow of all wholesale customers, as a class, expressed as an average annual flow for the three previous fiscal year periods.
 - d. Depreciation amounts will be based upon the depreciation policies and procedures used by Metro, provided such depreciation policies and procedures are consistent with generally accepted accounting principles and policies applicable to municipal water and sewer utilities.
7. Selection of Rate Consultant. Not later than October 1, 2028 and again not later than October 1, 2033, Metro and Customer shall jointly engage a qualified and mutually acceptable rate consultant to develop the Utility Price as contemplated in Paragraph 6 of this Agreement. The costs for the development of the Utility Price pursuant to this Paragraph shall be borne jointly by Customer and Metro.
 8. Additional Capacity. The parties recognize and acknowledge that neither has any ownership rights to additional capacity in the sewage collection, transportation or treatment systems of the other. Neither party shall have any right to compel the acceptance of flows into the other party's system in excess of the limits specifically stated in this Agreement.
 9. Industrial Pretreatment Program. Should a Significant Industrial User ("SIU") per EPA 40 CFR 403 regulations or any user that could discharge process waste that may otherwise adversely impact the receiving POTW, an Industrial Pretreatment Program ("IPP") must be administered, either by Metro or its Municipal satellite customers ("Customer"). The IPP shall be administered in accordance with published Federal and State laws, rules, and regulations. The IPP Administrator shall take all necessary steps, including, without limitation, discontinuation of service, to ensure that businesses discharging waste into the service area comply with applicable codes, rules and regulations concerning permitting and discharge limits. Furthermore, IPP Administrator shall ensure that all flows into Metro's POTW conform in all respects to Metropolitan Code of Laws § 15.60.010 et seq. and any duly enacted amendment or successor ordinance. Likewise, should any flow from Metro's POTW discharge into a Customer's service area, Metro shall abide by the Customer's respective relevant Municipal Codes, amendments, and ordinances. Customers of Metro's POTW must notify Metro of their Administrator by choosing one of the three options below. In the event that a Customer chooses to change their Administrator option, they are free to do so by providing Metro with a 180-day notice.

Option 1: Customer does not have a SIU in its service area and local zoning codes limit the likelihood that an SIU will locate itself in this service area in the future, thus an IPP Administrator is not applicable.

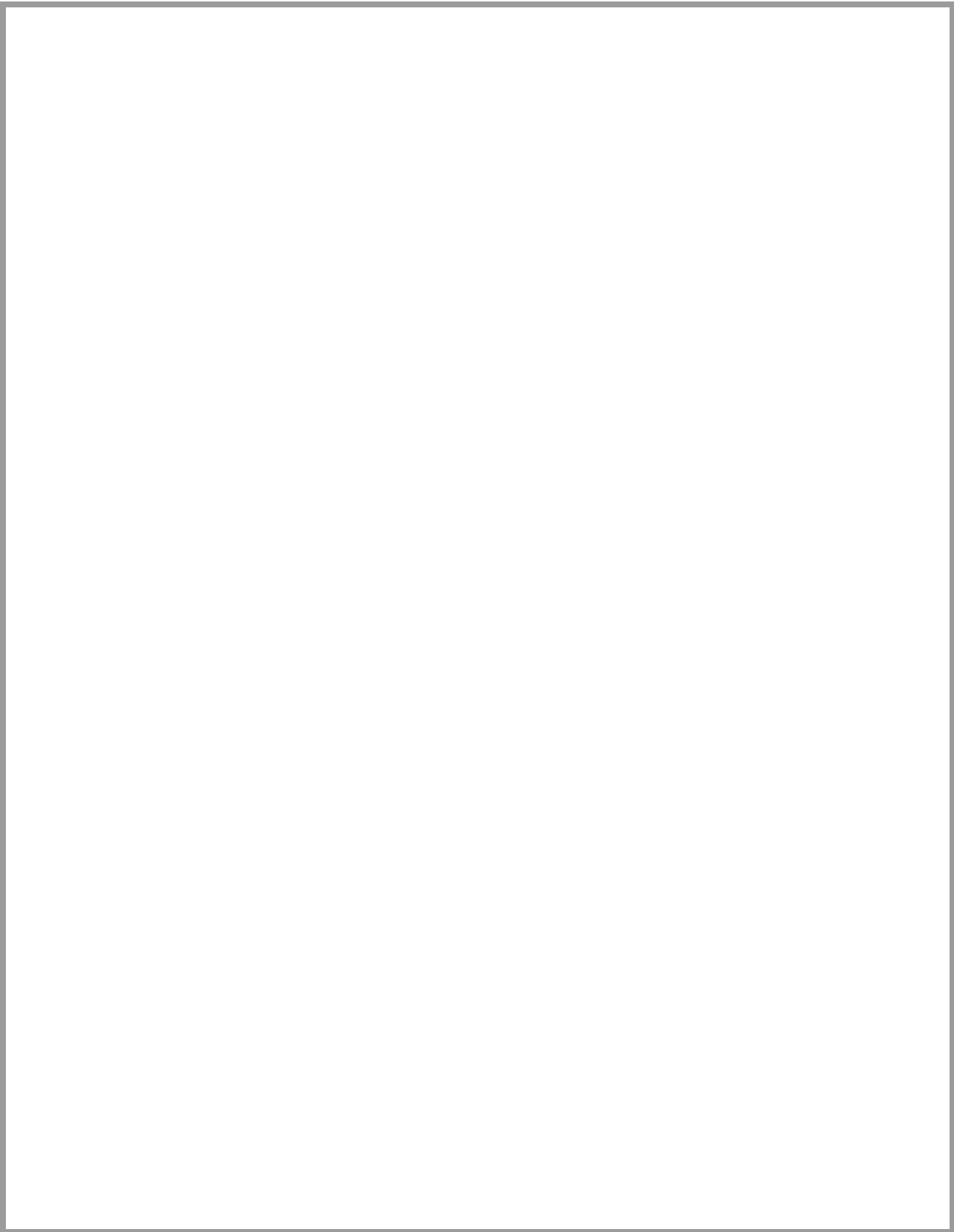
Option 2: Customer shall function as its own IPP Administrator. Customer shall administer IPP at its sole cost and expense. Customer and Metro shall promptly provide each other any documents from either party or other government entity relating to their respective IPP, and likewise furnish said documents to relevant Approval Authority upon request. Metro will monitor discharge from Customer at agreed Point of Connection (POC) into Metro POTW. Should the Customer fail to adequately administer their IPP, Metro will take appropriate

action to ensure compliance and assess related cost to the Customer. If Metro determines Customer remains in Significant Non-Compliance for more than a 365-day period, Metro reserves the right to remand Customer to Option 3.

Option 3: Metro shall function as Customer's IPP Administrator. Customer shall require compliance with the IPP by its sewer clientele and shall cooperate with Metro in its enforcement. Metro shall recover the costs of administering the IPP through user, permit and other fees in accordance with the same policies and procedures applicable to Metro's own sewer clientele, provided, however, that Customer shall reimburse Metro for reasonable actual costs of administering the IPP not so recovered.

Customer has chosen Option 1.

10. Extension. The term of the Agreement shall end on October 1, 2034, but may be extended by the parties upon such terms as they may then agree. Neither party shall be entitled to a refund of any payment made under this Agreement upon the termination or expiration of this Agreement. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of the term referenced above.
11. Reselling of Service. Services provided to Customer under this Agreement shall not be resold to any other governmental or other entity other than Customer's retail customers.
12. Assignment. Customer shall not assign its rights under this Agreement to any entity without Metro's written consent.
13. Modifications. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
14. Mediation. In the event of a dispute between the parties on any matter arising under this Agreement which the parties cannot reconcile, the dispute shall be submitted to mediation in accordance with the terms of this paragraph before any complaint can be filed in a court of law or equity for a breach of this Agreement. In the event the dispute involves the Utility Price to be paid by the Customer for wholesale sewer treatment service, the mediator shall have experience in performing utility rate cost of service studies. If the parties cannot agree upon a qualified mediator, a qualified mediator shall be appointed by the Clerk and Master of the Davidson County Chancery Court upon application by the parties certifying their inability to agree upon a qualified mediator. The mediator shall establish the procedures for the mediation.
15. Governing Law and Forum. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee. The prevailing party in any action relating to this Agreement shall recover reasonable attorney fees and litigation costs from the other party.



**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

Freddie O'Connell, Mayor

RECOMMENDED BY:

Director, Department of Water and Sewerage
Services

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director, Department of Finance

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

ATTESTED:

Metropolitan Clerk

CITY OF BELLE MEADE

APPROVED:

Mayor

ATTEST:

City Manager

APPROVED AS TO FORM
AND LEGALITY:

General Counsel, City of Belle Meade

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

Building Activity

- Building Permits Issues – 4
 - Valuation - \$3,888,000
 - Permit Fees - \$19,068
 - Permit Fees for working without a permit - \$0
- Building Inspections – 12
 - Inspections passed – 9
 - Inspections failed – 3

Stormwater Activity

- Land Disturbance Permit Applications – 2
- Land Disturbance Permit Issued – 3

Planning Activity

- Board of Zoning Appeals applications – 3
 - The application of Jack Fleischer BZA 2023-16, 112 Lynwood Boulevard, approval of a Conditional Use for a Swimming Pool and two Variances for a fence in an alternative location and pool equipment outside of the building envelope. DEFERRED
 - The application of Bill McGugin, representative of Devane Tennessee Community Property Trust, BZA 2023-17, 402 West Brookfield Avenue, for Conditional Use for a swimming pool, pool house, and a tennis court and a Variance for a fence in an alternative location. DEFERRED
 - The application of Michael Goorevich, representative of Robert and Caitlin Harris, BZA 2023-18, 4424 East Brookfield Avenue, for Conditional Use for a swimming pool and a pool house. APPROVED

- Planning Commission applications – 1
 - Presentation on revised City of Belle Meade Zoning Ordinance.
- Historic Zoning Commission applications – 0

Code Enforcement Activity

- Building Cases – 3
 - New - 1
 - Resolved - 2
- Stormwater Cases – 2
 - New - 0
 - Resolved - 1
- Property Maintenance Cases – 7
 - New - 0
 - Resolved – 1
- Planning Cases – 5
 - New – 1
 - Resolved - 4

2024 Permit Tracking

Date	Permit #	Address	Improvement Type
1/5/2024	9297	4304 Iriquois Ave	New Build
1/8/2024	9298	705 Belle Meade Blvd	Swimming Pool
1/23/2024	9299	4421 Warner Place	Remodel
1/23/2024	9300	1109 Belle Meade Blvd	Wall/Gate



Permit Inspection Report

1/1/2024 - 1/31/2024

Permit #	Date	Jurisdiction	Project Address	Inspection Type	Description	Inspection Status
11250	1/30/2024	Belle Meade - TN	1216 Belle Meade Blvd	Final Inspection		Fail
11251	1/30/2024	Belle Meade - TN	1108 Nichol Lane	Final Inspection		Fail
11252	1/30/2024	Belle Meade - TN	106 Westhampton Place	Final Inspection		Pass
11249	1/25/2024	Belle Meade - TN	421 Royal Oaks Dr	Footings		Pass
11248	1/22/2024	Belle Meade - TN	1104 Belle Meade Blvd	Framing		Pass
11247	1/12/2024	Belle Meade - TN	106 Westhampton	Final Inspection		Pending
11246	1/11/2024	Belle Meade - TN	4416 Harding Place	Insulation		Pass
11245	1/5/2024	Belle Meade - TN	601 Belle Meade Blvd	Footings		Pass
11241	1/4/2024	Belle Meade - TN	4416 Harding Place	Framing		Pass
11243	1/4/2024	Belle Meade - TN	414 Ellendale Ave	Other	Courtesy for swimming pool fence	Pending
11243	1/4/2024	Belle Meade - TN	414 Ellendale Ave	Other	Courtesy for swimming pool fence	Fail
11241	1/2/2024	Belle Meade - TN	4416 Harding Place	Framing	Framing	Pass

Total Records: 12

1/31/2024

Page: 1 of 1

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2024							
	Date of Complaint	Violation Address	Owner	Description	Department	Status upon Follow-up (Open/Closed)	NOTES
1	3/28/2023	207 Scotland Pl	Margaret Davitt	overgrown; vehicles parked on grass	Property Maintenance	OPEN	sent NOV letter. Spoke with her this morning. Is currently convalescing from a surgery. Asks for more time to remedy situation.
2	5/10/2023	307 Walnut Dr	David Buttrey	work without permit; fence over height limit and in wrong location	Building	CLOSED	Fence height variance applied to go to Dec. 2023 BZA - BZA variance request denied. Issued citation to city court. FENCE REMOVED
3	5/12/2023	215 Lynwood Terr		no erosion control in place; no ROW permit	Building	OPEN	sent NOV letter
4	6/2/2023	714 Lynwood Blvd	John Platz, Jr.	tarp on roof	Property Maintenance	CLOSED	sent NOV letter. I spoke with Mary Enoch who is the daughter of the now deceased property owner. She explained that the damage was caused due to a tree falling on the house in March 2023. As of this writing, she has begun cleaning up the exterior of the property and is awaiting final insurance claim approval from State Farm. I have scheduled a follow-up call/inspection with her on 11/2/2023. She expects to have a repair date schedule by then. Issued citation to city court. DAMAGE REPAIRED
5	6/2/2023	717 Lynwood Blvd	Elaine Glezer	lot overgrown and inoperable vehicle; not habitable	Property Maintenance	OPEN	Posted NOV on property 12/18/2023. Issued citation to city court (FEB).
6	7/5/2023	4435 E Brookfield Ave	Susan Freeman	dilapidated structure (possible not habitable and without power); broken windows; tarps, gutters on ground; outdoor storage	Property Maintenance	OPEN	sent NOV letter; sister is in communication and making progress. Lucy Freeman has obtained a building permit for the exterior condition, window, and roof work on Susan Freeman's house.
7	7/13/2023	216 Deer Park Dr	Anna Molette	backyard shed with vegetation/overgrown	Property Maintenance	OPEN	Issued citation to city court - Failed to appear and rescheduled to February
8	8/29/2023	416 Royal Oaks/413 Lynwood Blvd	Derek Van Mol & Marcie Van Mol	Illegal subdivision in 2014	Planning	CLOSED	sent NOV to owner; Spoke with Doug Berry on 09.05.23; building permits will not be issued for this property
9	9/18/2023	627 Royal Oaks Place	Michael & Chandra O'Keefe	Tree removed without a Permit	Planning	CLOSED	sent NOV to owner. Trees to be replaced pending MPC and BZA approval of pool. MPC denied application. Site is Tree Tracker
10	10/4/2023	311 Sunnyside Drive	TARA EASTLAND & REAL HENRI-PAUL LECLERC	Tree removed without a Permit	Planning	CLOSED	MS conducted site inspection on 10/04/2023 and requested NOV be sent by AP. NOV sent on 10/05/23 Site is Tree Tracker
11	10/16/2023	4309 Glen Eden Drive	Brian & Amy Williams	pool fence is down	Property Maintenance	OPEN	Pool fence is down. Temporary fence in place. Two NOV sent. Fence damage was caused due to a tree that fell during a storm. Owner is waiting for his insurance company to settle his insurance claim so he can make needed repairs.
12	10/17/2023	212 Lynwood Terrace		pool fence out of compliance 4' and not 6'	Planning	CLOSED	Site visit and measured 4' high fence. MS 10.20.23
13	11/20/2023	513 Lynwood Blvd.	Walter L. Wilson	Maintenance of Structure	Property Maintenance	OPEN	Sent NOV. 11/20/2023. Spoke with homeowner. Is in communication with a contractor to make repairs. Has received estimate from the Wills Company for repairs.
14	12/14/2023	436 Lynwood Blvd		Erosion Control placement	Stormwater	OPEN	sent NOV letter 12/28/2023
15	12/18/2023	201 Scotland Place		Erosion Control placement	Stormwater	CLOSED	Contractor contacted and issue resolved.
16	1/8/2024	4424 Shepard Place	Tori Alexander	Unapproved demolition of home contrary to historic zoning commission	Building/Planning	OPEN	Scope of work exceeds building permit and HZC approval. Stop work issued 01/22/24; homeowners to provide updates scope description and obtain proper permits prior to any further work.
17	1/31/2024	309 Lynwood Blvd.	Bert Hensley	Received complaint from neighbor about burying construction debris in back yard.	Building	CLOSED	Performed site visit. Complain unfounded. Is extending driveway, which he has an approved permit for.

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Civil & Environmental Consultants, Inc.

November 9, 2023

Revised: January 12, 2024

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

Delivered via electronic mail to: jmoody@citybellemeade.org

Dear Ms. Moody:

Subject: Proposal for Professional Services
MS4 Compliance Support
CEC Project 334-214

Civil & Environmental Consultants, Inc. (CEC) appreciates this opportunity to provide a proposed scope of work to support the City of Belle Meade's Municipal Separate Storm Sewer System (MS4) Permit ongoing compliance work, specifically related to the requirements of the 2022 MS4 permit in which several changes were made necessitating a revised stormwater ordinance among other programmatic and reporting requirements. Given CEC's history of supporting the City's MS4 Permit compliance since the first general permit's inception in 2002, we have prepared a targeted list of tasks for your consideration.

1.0 SCOPE OF WORK

1.1 Task 0001 – Stormwater Ordinance Revisions

CEC will review the current stormwater ordinance that we last helped the City revise in 2015 and identify the necessary revisions to bring the ordinance into compliance with the current MS4 General Permit. Additionally, CEC will make suggested usability/clarity revisions based on our experience working with the City over the years by performing site plan reviews and participating in the 2019 Tennessee Department of Environment and Conservation (TDEC) audit. CEC will perform TDEC suggested edits from the audit that did not necessitate an immediate revision. Below is a list of anticipated category revisions:

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

Ms. Moody – City of Belle Meade
 CEC Project 334-214
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- Land disturbance permitting process and thresholds
- Permanent stormwater control measure design requirements
- Permanent stormwater control measure record drawing timeline requirements
- Clarifying inspection requirements by whom and when

CEC will update Appendix A of the stormwater ordinance to include additional information needed based on the current MS4 general permit and construction general permit. CEC will schedule two in-person meetings with City staff. During the first meeting, CEC will discuss the proposed changes to the ordinance and additional usability/clarity revisions. In the second meeting, CEC will provide a revised ordinance and brief summary of changes made and receive feedback. CEC will incorporate feedback from the second meeting and deliver a final version of the revised document for the City's use.

CEC will prepare a memo for the Commissioners' use to aid in their review of the ordinance. CEC has included attendance at one Commissioners' meeting to be available to answer questions.

Deliverable: Revised Stormwater Ordinance in Word format and summary of changes memo.

1.2 Task 0002 – Stormwater Control Measure (SCM) Inventory (MS4 General Permit Section 4.2.5.8.b.)

CEC will work with the City to compile an SCM inventory that contains the MS4 permit-required elements. CEC will utilize the City's existing SCM list (to be provided by the City) as well as design and as-built plan submittal documents to compile information on the SCMs throughout the City. CEC will use a combination of Excel and SharePoint software to compile available information required by the MS4 general permit including the following:

- Location (Latitude and Longitude);
- A brief description of the type of SCM and basic design characteristics;
- The responsible party contact information;
- Inspection schedules;
- A brief description of or reference to maintenance procedures and frequency;
- Photographs of the installed SCMs; and
- Maintenance and inspection records.

Civil & Environmental Consultants, Inc.

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CEC estimates a total of 75 SCMs to be included in the inventory; if additional SCMs are to be included in the inventory, a change order will be provided. Three days in the field has been included to perform site visits for the SCMs that do not have approved as-built documents to gather photos and confirm installation locations. One meeting with City staff is included in the estimated budget. Once the SCM inventory has been established, updates based on new project sites will be added during the plan review process (CEC Project No. 040-655).

Deliverable: Excel database with sharedrive content links.

3.0 ESTIMATED FEE AND SCHEDULE

CEC will perform the tasks outlined above for the estimated fees listed below:

Task #	Description	Schedule	Estimated Total Costs
0001	Stormwater Ordinance Revisions	In time for first reading May 2024 Commissioners' meeting	\$18,000
0002	Stormwater Control Measure (SCM) Inventory	June 30, 2024	\$20,750
Total:			\$38,750

CEC proposes to bill on a Time & Materials basis and has included estimated budgets by task in the table above. Should additional effort be necessary based on the iterative nature of this work, CEC will advise the City prior to proceeding beyond the task budgets. Similarly, if CEC is able to complete a task for less than the expected budget, CEC will advise the City through invoice progress reports that the task is complete for less than the expected budget.

Invoicing of professional services will be in accordance with the attached Municipal Fee Schedule. A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 10% administrative fee.

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

Civil & Environmental Consultants, Inc.

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4.0 CLOSING

CEC appreciates the opportunity to assist the City. If you have any questions, please do not hesitate to call us at (615) 333-7797 or cguybaker@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



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



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

Enclosures: Terms and Conditions
 2024 Municipal Services Fee Schedule

Civil & Environmental Consultants, Inc.



Civil & Environmental Consultants, Inc.

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:
PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #2272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.

CEC PROFESSIONAL SERVICES (Rev. 1, 3/1/22)



Civil & Environmental Consultants, Inc.

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

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS

Civil & Environmental Consultants, Inc.

CEC PROFESSIONAL SERVICES (Rev. 1, 3/1/22)

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
 117 SEABOARD LANE • SUITE E-100
 FRANKLIN, TENNESSEE 37067
 PHONE: 615-333-7797 • FAX: 615-333-7751

Municipal Services Fee Schedule

January 1, 2024 through December 31, 2024

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$270
Principal.....	\$245
Senior Project Manager	\$230
Project Manager III	\$214
Project Manager II	\$194
Project Manager I	\$163
Assistant Project Manager	\$143
Project Consultant / Geologist / Ecologist / Environmental Scientist	\$132
Staff Consultant / Geologist / Ecologist / Environmental Scientist.....	\$121
CAD Designer	\$148
Draftsperson / CADD Operator.....	\$ 87
Senior Field Technician.....	\$109
Environmental Technician / Intern.....	\$ 65
Senior Land Surveyor.....	\$171
Assistant Project Surveyor.....	\$139
Survey Technician IV	\$121
Survey Technician III.....	\$102
Survey Technician II.....	\$ 89
Survey Technician I.....	\$ 78
Administrative Assistant	\$ 81
Administrative Manager.....	\$ 96

DIRECT EXPENSES

Automobile Mileage	Current IRS Rate
Technology and Office Service Fee.....	3% of professional fees
Survey Equipment Usage.....	\$23/hour
In-House Equipment Usage.....	Per daily rates
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Reimbursables	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 21, 2024
Re: St. George's Farmers Market

Background

The City of Belle Meade received a request from St. George's Church to host a farmers market for the 2024 season. Agatha Nolen, Director of Outreach, is the Market Manager and will be present to answer any questions from the Commissioners regarding the request.

The request proposes to operate weekly on Thursdays from 3:30 p.m. to 6:30 p.m. from May 2 through August 29, 2024 with up to 25 vendors (this is the same limit as 2022 and 2023).

They request that the permit allow for live and/or recorded music to be amplified via a sound system during the market and for up to three food trucks to be allowed to operate during the market.

Additionally, the permit request asks for two 2' x 4' temporary signs, to be displayed during the market season, and signs on the vendors tents during the market operating hours.

Recommendation

The Board is recommended to approve a permit for the 2024 St. George's Farmers Market, subject to proof of insurance indemnifying and holding harmless the city being provided to the City Manager.

Fiscal Impact

None.

Attachment

2024 Permit Request
Map
Vendor Rules



4715 Harding Road Nashville, TN 37205-2896 p 615.385.2150 f 615.385.0155 www.stgeorgesnashville.org

February 9, 2024

After another successful season of the St. George's Farmers Market, St. George's Episcopal Church is requesting a permit to host a farmers' market with no more than twenty-five vendors on our church property. This year's request takes into account lessons learned from the prior seasons that we believe will contribute to the market's future success. The following is a description of our proposed activities:

Dates: May 2 – August 29, 2024

Hours of operation: Thursdays, 3:30-6:30pm (setup to begin at 2:30pm, with everything taken down by 7:30pm)

Specific location of activities: See attached map of church property.

Approximate square footage required: no more than 12,300

Approximate number of parking spaces required: 30

Impact of traffic: During the hours listed above, we expect an increased number of cars turning into the St. George's parking lot from Harding Road and Belle Meade Boulevard in order to access our parking lot. The traffic flow should be fairly well dispersed throughout the duration of the market, as people will be arriving and departing at various times. If the market takes place in our proposed location, market volunteers will work with BM City Hall to ensure City Hall parking spaces are reserved for City Hall purposes during business hours and other needs City Hall may have.

Terms and conditions of any other permitting required: No other permitting required.

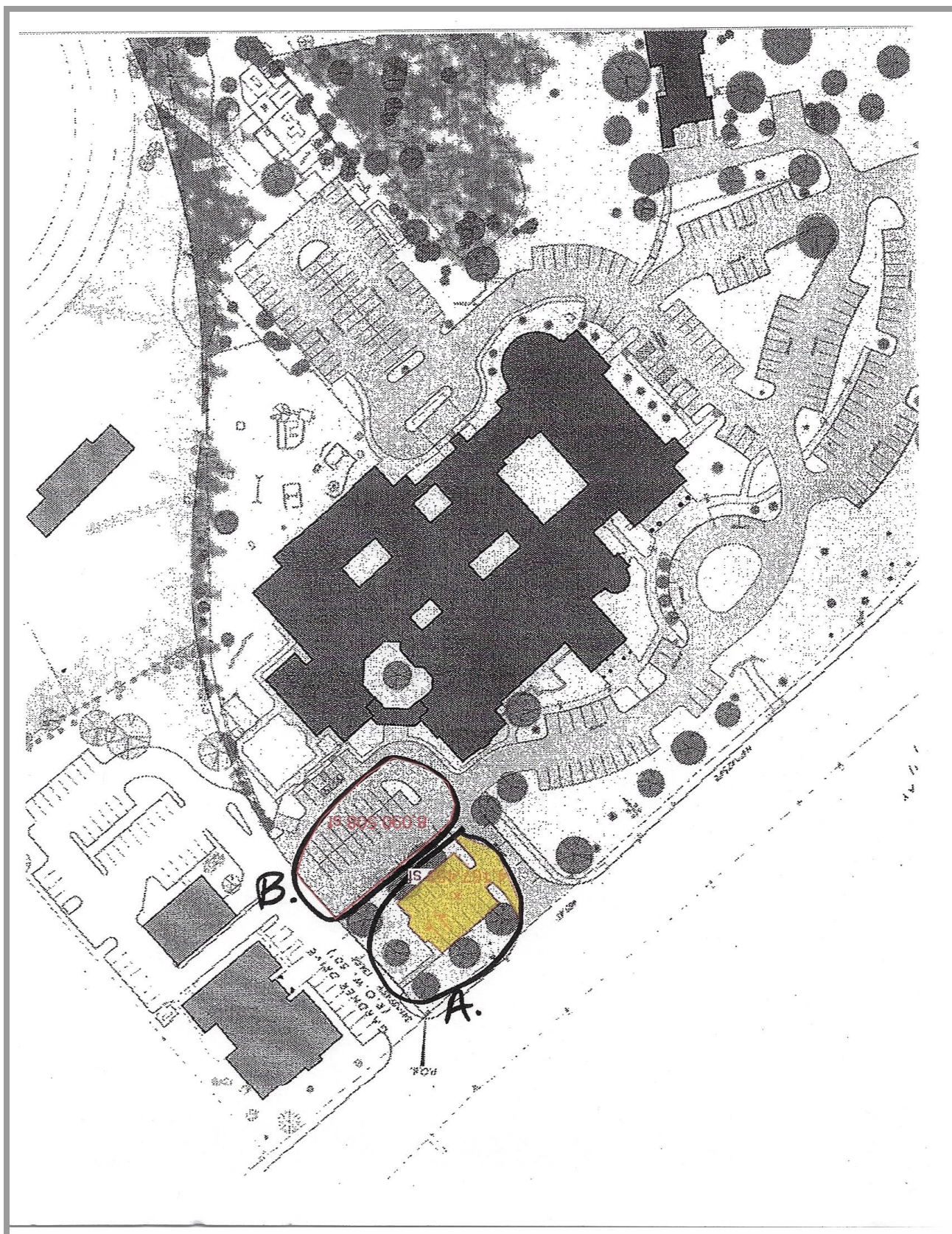
Other considerations:

- a) We will operate the market according to the guidelines specified in the St. George's Farmers Market 2024 Rules and Regulations (attached) and Metro Nashville's current COVID response guidelines for commercial and real estate establishments.
- b) We would like to provide live music and/or recorded music through a sound system at the market.
- c) We would like to have up to three food trucks present during the hours of the market's operation.

Name and telephone number of representative of the church: Agatha Nolen, Director of Outreach, (615) 385-2150 x246.

Description of signage: Two 2' x 4' signs (one visible from Harding Road and one visible from Belle Meade Boulevard) will be set up during the selling season. There will also be temporary signage as needed in our parking lots, directing people to the appropriate parking spaces. There will also be signs on vendors' tents, and perhaps balloons on the tents as well.

Insurance: St. George's will provide proof of insurance for the event and shall indemnify and hold harmless the city. In addition, the vendors will be required to provide proof insurance and name St. George's as an additional insured.





St. George's Farmers Market

2024 Vendor Rules & Operating Guidelines

Located at St. George's Episcopal Church -4715 Harding Pike, Nashville, TN 37205 (Belle Meade)

A. General Operations

A market representative is responsible for officially opening and closing the market each day.

The market runs from 3:30pm-6:30pm on Thursdays, May through August. The market operates in the asphalt parking lot of St. George's Episcopal Church.

Set Up & Tear Down | Vendors may begin set-up at 2:30pm, and tear-down must be complete by 7:30pm. After set-up, vendors should park in the spaces designated for vendor parking. Each vendor will be given a designated space.

Sales Period | Vendors should be ready to sell 15 minutes prior to market opening. Vendors will not begin selling until the market officially opens and will stop selling at the close of the market. Vendors who have sold all their goods are required to stay until the market closes unless an exception has been approved in advance by the Market Manager.

Vendor Attendance | Vendors who have reserved space are expected to be at all market days throughout the season. Exceptions must be approved in advance by the Market Manager for vendors whose products have a limited growing season. If a vendor must miss a market day on short notice, the vendor must notify the Market Manager 24 hours in advance.

Weather | The market will be held, rain or shine, unless there is severe weather, as determined by the Market Manager. In the event of closure due to severe weather, the Market Manager will contact the vendors by phone, text message, email, or Instagram private messenger. Notification of any closure will also be posted on the St. George's website (stgeorgesnashville.org).

Church Policies | Restrooms are available in the church building for vendors and shoppers. No smoking, vaping, alcoholic beverages, or firearms are allowed at the market. Volunteers with an Information Host Cart are available at the entrance to the market to greet shoppers and for any vendor or customer questions. They also provide cold water on hot days for shoppers.

B. Market Management

The Market Manager's job is to coordinate all weekly activities and to implement the market's policies. The Market Manager also acts as a conduit of information between the vendors, customers, and community partners. The Market Manager has complete authority to interpret and implement policies at the market site and to change the market hours at any time.

St. George's Farmers Market 2024

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The Market Manager for 2024 is Agatha Nolen, Director of Outreach, St. George's Episcopal Church, agatha.nolen@stgeorgesnashville.org, or cell 615-400-0611.

C. Products Sold

All vendors must complete the appropriate application and provide the required documents prior to participating in the market. Acceptance of vendors will be at the sole discretion of the Market Manager and is based on quality of the product(s) and the relevance of the product(s) to the overall diversification and mission of the market. No wholesale brokers are allowed.

Producers Only | Only producers may sell at the market. A producer is defined as the person who grows, raises, or makes the product. This may include the producer's immediate family, partners, employees, or a local cooperative.

Farmers may sell any farm products, including value-added products. Non-farm vendors must make the product they wish to sell. Priority is given to farm vendors, but additional vendors of non-farm products may be permitted based on quality, originality, and space availability.

Potential vendors must submit an application that certifies that they grow or raise their own produce/proteins or make their value-added product. Each individual at vendor booths must be directly involved with or knowledgeable about the production of items being sold at the market.

Locally Produced | All produce and protein sold must be locally grown, meaning that the product must have been grown or raised within a 150-mile radius of Davidson County, or within the State of Tennessee. Exceptions may be made by the Market Manager in instances where the product offered does not compete with local producers and it is believed that all participating vendors will benefit from additional traffic to the market.

Pre-Orders | Pre-orders are encouraged and can be promoted on booth signage. However, vendors with pre-order pick-ups must also have products for sale at their booth on market day.

Product Restrictions | Live animals and products that are restricted by age by the State of Tennessee (e.g., cannabinoid products, vaping products, smoking hemp, etc.) are not permitted for sale.

Each vendor must adhere to their merchandising and business category as requested in the application. Exceptions must be approved in advance by the Market Manager. "Buddying up" is the practice of allowing a friend's business to join you at your booth and is not allowed without previous permission from the Market Manager.

D. Vendor Booths & Signage

Each booth space is approximately 10'x10'. Vendors requiring more space can request two booths on their application. Extra space is not guaranteed. Booth space is not transferable. Shaded spots for vendors are available but limited.

Vendors must supply their own tents, tent weights (required) tables, chairs, water, etc. All vendors must have a sign clearly indicating their name and location. In addition, pricing is the sole responsibility of the individual vendor, and pricing for all products must be clearly posted at the booth during each market—either with a sign or individually labeled items. Nothing, including signage, will be allowed to extend outside the designated booth dimensions.

Children and other dependents are welcome on market days if the vendor can give their undivided attention to customers. Children and other dependents should not be too disruptive. Vendors are not allowed to bring pets unless approved in advance by the Market Manager.

St. George's Farmers Market 2024

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Each vendor must leave his or her selling area clean and in orderly condition. If you provide samples and/or products that will result in waste material, such as toothpicks, straw wrappers, cups, rinds, corn cobs, etc., you must provide containers for waste disposal. Onsite trash disposal is not provided. Vendors will be assessed a cleaning fee (\$100.00-\$5,000.00) if the Market Manager must clean up after a vendor.

E. Health & Safety, Insurance, Certificates, and Inspections

Health and Safety Regulations | All vendors must adhere to sanitary procedures for selling produce and value-added items.

It is the responsibility of each vendor to abide by all state and federal regulations which govern the sampling, production, labeling, or safety of their products.

All processed foods must comply with all applicable state and federal health and safety regulations, including proper labeling. A copy of the commercial kitchen certificate or domestic kitchen certificate must be provided with your vendor application, along with documentation of certified scales, if applicable.

If you have any questions on this matter, please speak with the Market Manager, the Tennessee Department of the Agriculture Regulatory Services, or the Davidson County Health Department.

Extension Certification | For growers, a producer certificate must be completed before selling at the market. The certificate can be obtained through your County Extension Office and must be submitted at the time of your application.

Insurance | All vendors must provide proof of general liability coverage at a minimum amount of \$1,000,000 with St. George's Episcopal Church, 4715 Harding Pike, Nashville, TN 37205, added as an insured party. A current certificate must accompany each vendor application and remain on file with the market.

Inspections | The Market Manager or their representative may request a visit to any vendor's location. Routine inspections to ensure quality control may be conducted on market day. If your product is found unfit to sell at the market, the Market Manager may ask you to discontinue sales of this item immediately.

F. Vendor Fees

Market fees are collected at the end of each market day at the information tent. You will receive a form to fill out with your business name, the date, and total sales. Each vendor is responsible for paying a 5% fee based on sales for the day (e.g., for every \$100 you sell, the fee is \$5). Fees are based on the honor system and may be paid in cash no earlier than 15 minutes before closing. If you prefer to be invoiced, please speak to the Market Manager.

G. Complaints

Customer Complaints | Any shopper with complaints regarding market policies or policy implementation may request a meeting with the Market Manager, and the meeting will be scheduled in a timely manner. Documentation of the complaint, discussion, and results of the meeting will be kept on file.

Vendor Complaints | All vendor complaints must be addressed in writing to the Market Manager, which will be reviewed in an attempt to resolve the issue. Documentation of the complaint, discussion, and results of the meeting will be kept

on file. If the manager is unable to resolve a complaint to the vendor's satisfaction, then the vendor may send a written request to the Chairperson of the Vestry Outreach Subcommittee of St. George's Episcopal Church for review.

H. Rules Violations

By submitting an application for the market, the vendor agrees to abide by the rules and regulations as established by St. George's Episcopal Church and enforced by the Market Manager. In addition to these outlined regulations, any act which jeopardizes the health or well-being of a customer, another vendor, market management, or the overall health of the market will be addressed as a violation.

Violations will be documented and may be grounds for warnings and/or dismissal from the market. The first violation will result in a verbal warning by the Market Manager. The second violation will result in a written warning from the Market Manager and the Vestry Outreach Subcommittee of St. George's Church will be notified. Any additional violations will be reviewed and addressed by the Vestry Outreach Subcommittee.

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 21, 2024
Re: Optional Service Proposal - Landscape Maintenance Contract
Spring 2024 Seasonal Color Plantings

Background

The City of Belle Meade is under contract for 2024 with Landscape Services, Inc. to provide landscape maintenance services for the City of Belle Meade. In addition to routine, monthly services, the Commissioners have the option to consider the approval of seasonal color (spring plantings at labor cost only) for the following planting beds throughout the city:

1 large bed at Lynwood Terrace/Blvd and Westhampton Pl	1 bed at Lynwood Terrace/Blvd/Ln intersection
Planter boxes on Belle Meade Blvd (near Tyne)	City Hall beds and planters
2 beds on Lynwood Blvd at Harding Pl	End of Sunnyside Dr cul-de-sac
Corner of Lynwood and Abbott Martin Rd	End of Clarendon Ave
1 bed at Deer Park Circle and Jackson Blvd	End of Cornwall Ave
1 bed at Gerald Pl and Jackson Blvd	End of Evelyn Ave

The proposed cost would include \$4,725 in labor cost and \$9,800 in material costs (annuals, soil amendments, fertilizer and shredded pine nuggets), for a total cost of \$14,525.

Recommendation

The Board is recommended to approve an optional service addition to the annual landscape maintenance contract with Landscape Services, Inc., totaling \$14,525, for spring seasonal color.

Fiscal Impact

Funds are budgeted in the Beautification Fund - Expenses for these services under "Horticultural Supplies, Services" (General Fund acct. 123-44730-321).

Attachment

Proposal No. 64626



PROACTIVE PERFORMANCE PARTNER
www.LandscapeServicesInc.com

2024 CONTRACT PROPOSAL

February 06, 2024

Proposal No. - 64626

PROPOSAL FOR

Nathan Mcvay

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

DESCRIPTION OF WORK TO BE PERFORMED

Spring Color 2024 Installation and removal of spring annuals per the Beautification Committee requests.

Labor costs: 116 hours @ \$37.50 per contract flower installation = \$4,350.00

10 hours @ \$37.50 per contract Fall flower removal =\$375.00

Material costs: Includes 294 flats of annuals, soil amendments, fertilizer and shredded pine nuggets. Materials Costs: \$9,800.00

Total Accumulated Costs: \$14,525.00

Note: Areas included in the list below:

1 large bed at Lynwood Terrace/Blvd and Westhampton PI
1 bed at Lynwood Terrace/Blvd/Ln intersection
Planter boxes on Belle Meade Blvd (near Tyne)
2 beds on Lynwood Blvd at Harding PI
Bed at Corner of Lynwood and Abbott Martin Rd
1 bed at Deer Park Circle and Jackson Blvd
1 bed at Gerald PI and Jackson Blvd
End of Evelyn Ave
End of Cornwall Ave
End of Clarendon Ave
End of Sunnyside Dr cul-de-sac
City Hall beds and planters

Work Order No. -
64626

Belle Meade, City of

February 06, 2024

Total \$14,525.00

GENERAL CONDITIONS TO CONTRACT

1. **CONTRACTOR'S RESPONSIBILITIES:** The Work shall be performed in a good and workmanlike manner. With respect to any goods, products or materials used, Contractor shall comply with all standards and recommendations provided by the manufacturer or supplier of such goods, products or materials.
1. Owner shall clearly identify boundaries of the Property, shall provide surveys of the Property describing physical characteristics, legal limitations and utility locations and/or cause the Property to be staked if reasonably requested by Contractor. Watering shall be the sole obligation of Owner after Substantial Completion of the Work. Contractor shall have the right to increase the Contract Price or extend the Completion Date by Change Order if it incurs additional expenses or is delayed in performance as a result of the failure of Owner to comply with any of its responsibilities hereunder. Owner shall maintain all risk extended coverage property damage insurance covering all real and personal property located at the Property, including any plant materials in place at the Property which are subject to this Contract, for the full insurable value thereof.
1. **CHANGE ORDERS:** Changes in the Work, Contract Price, and Completion Date may be accomplished after execution of the Contract, without invalidating the Contract, by Change Order. A Change Order shall be issued by Contractor either pursuant to its right to an increase in the Contract Price or an extension of the Completion Date, or in response to a request for a change in performance issued by Owner or Owner's Representative. A Change Order shall be in writing and shall specify: (i) the change in the Work (ii) the amount of any adjustment in the Contract Price; and (iii) the extent of any adjustment in the Completion Date.
1. Contractor shall be licensed to perform the Work in the jurisdiction in which the Property is located. Any additional licenses, permits or approvals which may be necessary in order to perform the Work must be obtained by Owner at its sole cost and expense, including additional costs imposed by the terms of such licenses, permits or approvals or by field inspectors, or by utility companies or their representatives.
1. Contractor assumes no responsibility for problems or damage due to (i) natural causes, (ii) unseen, unknown or concealed conditions (including, but not limited to, rock, water, clay pan, fill dirt or other obstacles encountered in excavation), (iii) weather conditions, (iv) vandalism, (v) acts of God, (vi) war or civil disturbance, (vii) exceeding property borders in the event that the Property boundaries were not staked by Owner, (viii) any performance in conformity with any manufacturer warranty, standards or recommendations or in conformity with industry standards, (ix) the conditions of the Property where such condition is not caused by services performed by Contractor hereunder, (x) any failure of Owner to fulfill any of its responsibilities under this Contract or (xi) any damage caused by Owner, Owner's contractors or other causes beyond the control of Contractor.
1. (a) Substantial Completion of the Work or of a designated portion of the Work shall mean that the Work has been substantially completed in accordance with the Contract Documents, subject to completion or correction of punch-list items and that the Work has reached that state of completion necessary for Owner to occupy or utilize the Work for the use for which it was intended. (b) The warranty for plant materials

Work Order No. -
64626

Belle Meade, City of

February 06, 2024

provided by Contractor under this Contract shall be for one (1) year excluding annuals and bulbs, commencing on the earlier of Substantial Completion of the Work (or portion thereof) or the date of acceptance. (c) All plants shall be alive and in satisfactory growth at the end of the warranty period. (d) Warranty is voided if the property does not have an automated irrigation system that separates the beds and turf areas, and if LSI is not the contractor hired by separate contract to maintain the site. (f) Replacement plants shall be of the same size and species as the original. (g) Contractor's warranty shall be void if the Contract is terminated as a result of Owner's default. (h) Plant material will include only a limited warranty if installed during the dormant season, and has no automated irrigation system. LSI will only guarantee that the plant material will 'leaf out' or 'flush' appropriately in the early Spring. i.) Any neglect by owner voids warranty.

1. **OWNER'S DEFAULT:** Owner shall be in default hereunder if it (a) fails to make any payment when due under this Contract, or (b) fails to perform any of its other obligations under this contract, and such failure continues for ten (10) days after Contractor gives Owner written notice thereof. If Owner is in default beyond any applicable cure period, Contractor shall have any or all of the following rights and remedies: (i) to terminate this Contract by giving Owner written notice five (5) days prior to the effective date thereof; (ii) to discontinue all work until all payments due have been made; (iii) to bring suit to collect all damages incurred by Contractor, including, without limitation, all amounts due for any work performed through the date of termination and the balance of all amounts which would have been due under this Contract had it not been terminated prior to the end of the term; (iv) to collect from Owner all collection costs, including reasonable legal fees in an amount not less than fifteen percent (15%) of the amount due to Contractor, (v) to remove all plant materials installed by Contractor at the Property for which full payment has not been made; and (vi) to any other remedy available at law, in equity, or under this Contract.
1. Contractor shall be in default under this Contract if it fails to substantially perform any of its material obligations under this Contract and such failure continues for ten (10) days after Owner gives Contractor written notice thereof, provided that if such failure is not capable of being cured within such ten (10)-day period, and Contractor commences and diligently pursues such cure within such ten(10)-day period, the time period within which Contractor may effect such cure shall be extended for such period of time as may be reasonably necessary to complete such cure. If Contractor is in default under this Contract beyond any applicable cure period, Owner shall have the following alternate rights and remedies: (a) Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; (b) if Contractor fails to commence and continue correction of such default or neglect with diligence and promptness. Owner may after the initial ten (10)-day cure period give Contractor a second written notice to correct such deficiencies within an additional seven (7)-day period, after which Owner may, without prejudice to other remedies Owner may have, correct such deficiencies; or (c) Owner may terminate this Contract by giving Contractor five (5) days written notice, whereupon Owner shall pay Contractor for all services completed through the date of termination, less the cost of any property damage resulting from Contractor's breach of this Contract which is not covered by Owner's insurance. Notwithstanding the foregoing, in no event shall contractor be liable for any consequential damages.
1. (a) All claims against Contractor for improper work or damage to the Property must be made in writing and received by Contractor within twenty-one (21) days after the occurrence, giving rise to a Claim or such Claim shall be deemed to have been waived. Any additional Claims made after the initial Claim has been implemented by Change Order will not be considered unless submitted in accordance with the time limitations of this paragraph. (b) Owner and Contractor each waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect of any matter whatsoever arising out of, or in any way connected with this Contract. (c) In the event that any claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or any breach hereof either party may require that such claims, disputes, or other matters shall be subject to and decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, by giving written notice thereof to the other. (d) No action related to this Contract may be brought against the Contractor more than one (1) year after the completion of work hereunder.
1. Owner hereby agrees to indemnify, defend and hold Contractor harmless from and against any cost, damage, claim, liability or expense (including attorney's fees) incurred by or claimed against Contractor, directly or indirectly, which is occasioned by or results from (i) any default by Owner under this Contract or any failure of Owner to fulfill any or all of its responsibilities under paragraph 2 of these General Conditions; (ii) any act, omission, fault, negligence or misconduct on the part of Owner, its agents, employees, other contractors, invitees, licensees, customers, clients, family members and guests; (iii) any of the

Work Order No. - Belle Meade, City of February 06, 2024
64626

circumstances for which Contractor is not responsible as described in paragraph 6; or (iv) any other use and occupancy of the Property or the conduct of Owner's business which is not caused by Contractor's default hereunder.

2. 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.

By 
Katlin M. Hollis

Date 2/6/2024
LSI

By _____

Date _____
Belle Meade, City of

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 21, 2024
Re: Optional Service Proposal - Landscape Maintenance Contract
for Plantings at City Hall

Background

The City of Belle Meade is under contract for 2024 with Landscape Services, Inc. to provide landscape maintenance services for the City of Belle Meade. In addition to routine, monthly services, the Commissioners have the option to consider the approval of replacing plants around City Hall that died following last winter's freeze. Many of the plants that did not survive were evergreen, boxwoods. The Beautification Committee has recommended the replacement plant materials illustrated in the attached proposal. The new plantings include some seasonal color selections and some evergreen plants.

The proposed cost would include removal of some existing plants, fertilization treatments to prepare the soil, and installation of new plant selections, for a total cost of \$7,093.

Recommendation

The Board is recommended to approve an optional service addition to the annual landscape maintenance contract with Landscape Services, Inc., totaling \$ 7,093, for plantings at City Hall.

Fiscal Impact

Funds are budgeted in the General Fund – Parkways and Boulevards for these services under "Horticultural Supplies, Services" (General Fund acct. 110-44730-321).

Attachment

Proposal No. 64557



PROACTIVE PERFORMANCE PARTNER
www.LandscapeServicesInc.com

2024 CONTRACT PROPOSAL

February 15, 2024

Proposal No. - 64557

PROPOSAL FOR

Nathan Mcvay

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

DESCRIPTION OF WORK TO BE PERFORMED

LSI will perform the following

At the front of City Hall facing Harding

- Remove 2 boxwoods
- Add Espoma Plant Tone Organic/Organic-Base Fertilizer 5-3-3 50 lb for fertilization as needed
- Install 3 Vardar Valley boxwoods- 5 gallon

Left and Right sides of the season color bed

- Add Espoma Plant Tone Organic/Organic-Base Fertilizer 5-3-3 50 lb for fertilization as needed
- Install two Crimson Barberry in the back row- 7 gallon
- Install three Autumn Angel Encore Azalea- 7 gallon

Total of 4 Barberry and 6 Azalea

Framing the signage

- Add Espoma Plant Tone Organic/Organic-Base Fertilizer 5-3-3 50 lb for fertilization as needed
- Install two total Emerald Colonade Holly #10
- Cover all disturbed areas with pine straw for neat appearance

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64557

Belle Meade, City of

February 15, 2024



Entrance to City Hall

- Add Espoma Plant Tone Organic/Organic-Base Fertilizer 5-3-3 50 lb for fertilization as needed
- In the two planters, install 2 Wintergreen Korean Boxwood- 3 gallon
- Cover with shredded pine for neat appearance

Work Order No. -
64557

Belle Meade, City of

February 15, 2024



Sidewalk along front of City Hall

- Add Espoma Plant Tone Organic/Organic-Base Fertilizer 5-3-3 50 lb for fertilization as needed
- Install a total of 8 Plum Yews- 7 gallon
- Cover disturbed areas with pine straw for neat appearance

Back of City Hall

- Remove 7 dead Abelia
- Add Espoma Plant Tone Organic/Organic-Base Fertilizer 5-3-3 50 lb for fertilization as needed
- Install 7 Little Princess Spirea- 7 gallon
- Cover disturbed areas with pine straw for neat appearance



Work Order No. -
64557

Belle Meade, City of

February 15, 2024

****please be advised pricing is valid for 30 days from proposal delivery.*

****please be advised this project will require digging around existing irrigation. If damage occurs to unforeseen irrigation lines additional charges will apply. A written list of repairs needed can be provided prior to repair, unless approved prior to work start date*

****please be advised LSI warranty on plants/trees is one year from date of installation on all irrigated properties maintained by LSI. If no irrigation is present or active at time of installation warranty may be voided at the discretion of LSI. Watering services can be provided by LSI at an additional cost, not covered by this proposal*

Work Order No. -
64557

Belle Meade, City of

February 15, 2024

Total \$7,093.00

GENERAL CONDITIONS TO CONTRACT

1. **CONTRACTOR'S RESPONSIBILITIES:** The Work shall be performed in a good and workmanlike manner. With respect to any goods, products or materials used, Contractor shall comply with all standards and recommendations provided by the manufacturer or supplier of such goods, products or materials.
1. Owner shall clearly identify boundaries of the Property, shall provide surveys of the Property describing physical characteristics, legal limitations and utility locations and/or cause the Property to be staked if reasonably requested by Contractor. Watering shall be the sole obligation of Owner after Substantial Completion of the Work. Contractor shall have the right to increase the Contract Price or extend the Completion Date by Change Order if it incurs additional expenses or is delayed in performance as a result of the failure of Owner to comply with any of its responsibilities hereunder. Owner shall maintain all risk extended coverage property damage insurance covering all real and personal property located at the Property, including any plant materials in place at the Property which are subject to this Contract, for the full insurable value thereof.
1. **CHANGE ORDERS:** Changes in the Work, Contract Price, and Completion Date may be accomplished after execution of the Contract, without invalidating the Contract, by Change Order. A Change Order shall be issued by Contractor either pursuant to its right to an increase in the Contract Price or an extension of the Completion Date, or in response to a request for a change in performance issued by Owner or Owner's Representative. A Change Order shall be in writing and shall specify: (i) the change in the Work (ii) the amount of any adjustment in the Contract Price; and (iii) the extent of any adjustment in the Completion Date.
1. Contractor shall be licensed to perform the Work in the jurisdiction in which the Property is located. Any additional licenses, permits or approvals which may be necessary in order to perform the Work must be obtained by Owner at its sole cost and expense, including additional costs imposed by the terms of such licenses, permits or approvals or by field inspectors, or by utility companies or their representatives.
1. Contractor assumes no responsibility for problems or damage due to (i) natural causes, (ii) unseen, unknown or concealed conditions (including, but not limited to, rock, water, clay pan, fill dirt or other obstacles encountered in excavation), (iii) weather conditions, (iv) vandalism, (v) acts of God, (vi) war or civil disturbance, (vii) exceeding property borders in the event that the Property boundaries were not staked by Owner, (viii) any performance in conformity with any manufacturer warranty, standards or recommendations or in conformity with industry standards, (ix) the conditions of the Property where such condition is not caused by services performed by Contractor hereunder, (x) any failure of Owner to fulfill any of its responsibilities under this Contract or (xi) any damage caused by Owner, Owner's contractors or other causes beyond the control of Contractor.
1. (a) Substantial Completion of the Work or of a designated portion of the Work shall mean that the Work has been substantially completed in accordance with the Contract Documents, subject to completion or

Work Order No. -
64557

Belle Meade, City of

February 15, 2024

correction of punch-list items and that the Work has reached that state of completion necessary for Owner to occupy or utilize the Work for the use for which it was intended. (b) The warranty for plant materials provided by Contractor under this Contract shall be for one (1) year excluding annuals and bulbs, commencing on the earlier of Substantial Completion of the Work (or portion thereof) or the date of acceptance. (c) All plants shall be alive and in satisfactory growth at the end of the warranty period. (d) Warranty is voided if the property does not have an automated irrigation system that separates the beds and turf areas, and if LSI is not the contractor hired by separate contract to maintain the site. (f) Replacement plants shall be of the same size and species as the original. (g) Contractor's warranty shall be void if the Contract is terminated as a result of Owner's default. (h) Plant material will include only a limited warranty if installed during the dormant season, and has no automated irrigation system. LSI will only guarantee that the plant material will 'leaf out' or 'flush' appropriately in the early Spring. i.) Any neglect by owner voids warranty.

1. **OWNER'S DEFAULT:** Owner shall be in default hereunder if it (a) fails to make any payment when due under this Contract, or (b) fails to perform any of its other obligations under this contract, and such failure continues for ten (10) days after Contractor gives Owner written notice thereof. If Owner is in default beyond any applicable cure period, Contractor shall have any or all of the following rights and remedies: (i) to terminate this Contract by giving Owner written notice five (5) days prior to the effective date thereof; (ii) to discontinue all work until all payments due have been made; (iii) to bring suit to collect all damages incurred by Contractor, including, without limitation, all amounts due for any work performed through the date of termination and the balance of all amounts which would have been due under this Contract had it not been terminated prior to the end of the term; (iv) to collect from Owner all collection costs, including reasonable legal fees in an amount not less than fifteen percent (15%) of the amount due to Contractor, (v) to remove all plant materials installed by Contractor at the Property for which full payment has not been made; and (vi) to any other remedy available at law, in equity, or under this Contract.
1. Contractor shall be in default under this Contract if it fails to substantially perform any of its material obligations under this Contract and such failure continues for ten (10) days after Owner gives Contractor written notice thereof, provided that if such failure is not capable of being cured within such ten (10)-day period, and Contractor commences and diligently pursues such cure within such ten(10)-day period, the time period within which Contractor may effect such cure shall be extended for such period of time as may be reasonably necessary to complete such cure. If Contractor is in default under this Contract beyond any applicable cure period, Owner shall have the following alternate rights and remedies: (a) Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; (b) if Contractor fails to commence and continue correction of such default or neglect with diligence and promptness. Owner may after the initial ten (10)-day cure period give Contractor a second written notice to correct such deficiencies within an additional seven (7)-day period, after which Owner may, without prejudice to other remedies Owner may have, correct such deficiencies; or (c) Owner may terminate this Contract by giving Contractor five (5) days written notice, whereupon Owner shall pay Contractor for all services completed through the date of termination, less the cost of any property damage resulting from Contractor's breach of this Contract which is not covered by Owner's insurance. Notwithstanding the foregoing, in no event shall contractor be liable for any consequential damages.
1. (a) All claims against Contractor for improper work or damage to the Property must be made in writing and received by Contractor within twenty-one (21) days after the occurrence, giving rise to a Claim or such Claim shall be deemed to have been waived. Any additional Claims made after the initial Claim has been implemented by Change Order will not be considered unless submitted in accordance with the time limitations of this paragraph. (b) Owner and Contractor each waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect of any matter whatsoever arising out of, or in any way connected with this Contract. (c) In the event that any claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or any breach hereof either party may require that such claims, disputes, or other matters shall be subject to and decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, by giving written notice thereof to the other. (d) No action related to this Contract may be brought against the Contractor more than one (1) year after the completion of work hereunder.
1. Owner hereby agrees to indemnify, defend and hold Contractor harmless from and against any cost, damage, claim, liability or expense (including attorney's fees) incurred by or claimed against Contractor, directly or indirectly, which is occasioned by or results from (i) any default by Owner under this Contract or any failure of Owner to fulfill any or all of its responsibilities under paragraph 2 of these General Conditions;

Work Order No. - Belle Meade, City of February 15, 2024
64557

(ii) any act, omission, fault, negligence or misconduct on the part of Owner, its agents, employees, other contractors, invitees, licensees, customers, clients, family members and guests; (iii) any of the circumstances for which Contractor is not responsible as described in paragraph 6; or (iv) any other use and occupancy of the Property or the conduct of Owner's business which is not caused by Contractor's default hereunder.

2. 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.

By 
Katlin M. Hollis

Date 2/15/2024
LSI

By _____

Date _____
Belle Meade, City of



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 21, 2024
Re: Updates on Capital Projects

1. TDOT – HARDING PIKE (SR1/US70S) SIDEWALKS

- a. Our project engineers with Benesch have begun preliminary design of the sidewalk layout; CEC has completed the field survey portion of this work.
- b. TDOT Local Programs suggested reallocating funding currently allocated to the construction phase to cover the overages for the NEPA phase of the project.
- c. Benesch is awaiting response from TDOT Local Programs on their review of our NEPA submittal and we should receive a notice to proceed to the next project phase so we can complete preliminary engineering design of all improvements.
- d. City Manager met with Craig Laine from St. George's to discuss the project timeline and potential design concerns, including the location of pedestrian crossings.

2. ARPA – WALNUT DR PROJECT

- a. A project webpage has been published and can be visited at <https://citybellemeade.org/walnut-drive-project/>.
- b. Only one bid was submitted by the bid deadline of February 1st at 2:00 p.m. at City Hall. The bid grossly exceeded anticipated project estimates.
- c. Easement documents are currently on hold.

3. MASTER PLAN PROJECT – TRAFFIC CALMING – KCI ENGINEERING

- a. KCI will meet with city staff and the Board of Commissioners in a virtual, informational meeting on February 23 at 1:00 p.m. to deliver a presentation of the final concepts and estimates of probable costs for all traffic calming recommendations.
- b. Per the City Manager's request, KCI has provided a proposal to assist the City with a pedestrian improvement project for Belle Meade Blvd.

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 21, 2024
Re: Walnut Drive Stormwater Improvement

Background

The City of Belle Meade solicited bids for a project to improve neighborhood drainage on a residential street, Walnut Drive, representing roughly one acre of impervious surface. The overall stormwater drainage system would be improved by capturing the runoff and detaining it under the road surface. Permeable pavers would be used the entire length of the road from the intersection of Walnut Drive and Abbott Martin to the end of the cul-de-sac. Additionally, the street would be widened in areas to beneficially create on-street parking capacity on both sides of Walnut Drive and more stormwater capacity by expanding the permeable surface area.

Bids were solicited beginning on January 8, 2024 with a deadline for proposals to be submitted for opening on February 1, 2024. Despite a good amount of interest from companies attending the pre-bid conference, only one bid was received by the deadline. The bid from Jarrett Construction appears to be responsive to the bid specifications in terms of documents required to be submitted with the proposal; however, the unit prices submitted are quantifiably difficult to interpret as reasonable. It appears that many individual items have been grossly overpriced. Examples include a unit price of \$10,025 each for a 24" ADS inline drain (piece of pipe) that retails for under \$3,000 each; traffic control bid at a lump sum of \$589,000 despite discussion in the pre-bid meeting that the City of Belle Meade would provide city officers to mitigate these costs; permeable pavers bid at \$237 per square yard or \$1.22 million in total, when a review of similar projects in other communities indicates \$108 - \$135 per square yard as a more reasonable estimate of probable cost.

The Bid Proposal from Jarrett Builders totals as follows:

Base Bid for Walnut Drive: \$ 5,163,971

Bid for Add Alternate 1 (Intersection of Walnut/Abbott Martin): \$ 852,063

Bid for Add Alternate 2 (Optional Tracking System): \$42,850

The Engineer's estimate of probable cost was approximately \$1.5 million.

The project engineers, Steve Casey and Christine Guy-Baker with CEC will attend the Board meeting to assist in answering questions about the bid specifications and bid proposal.

Recommendation

The Board is recommended to reject the sole bid received, as the sole bid is found to be unreasonable as to price and due to the lack of competitiveness in bids received, and schedule a workshop with the project engineer and City Manager to discuss options for the future of the project.

Fiscal Impact

Funding for Walnut Drive was anticipated to be primarily funded from the City's allocation under the American Rescue Plan Act, a total award of \$848,008. Approximately \$80,000 in ARPA funding has already been spent on two stormwater culvert projects (at Jackson Blvd/Gerald PL and Sutherland Ave/Belle Meade Blvd) and approximately \$100,000 has been spent to-date on survey, planning and design work for the Walnut Drive improvement project. The remaining ARPA funds were anticipated to be matched with a use of city fund balance, estimated to be up to \$1 million to complete construction. At this time, the FY 2024 budget does not include funding for the construction phase and no transfer or use of fund balance has yet been authorized by the Board as we were awaiting the results of the bidding process to amend the budget as needed.

Attachment

Bid Summary
Jarrett Builders Bid Form

SECTION 00301

BID FORM

City of Belle Meade Stormwater Infrastructure Improvements – Walnut Drive

FOR: City of Belle Meade
February 1, 2024, 2:00 p.m.

We, the undersigned Bidder, in compliance with your Advertisement for Bids for the *City of Belle Meade Stormwater Infrastructure Improvements – Walnut Drive*, having examined the Drawings and Specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the Project, hereby propose to furnish all labor, materials, and supplies to perform the Project in accordance with the Contract Documents within the time set forth therein.

We agree to accept therefore as complete payment, the estimated Lump Sum.

BID

NOTE	ESTIMATED QUANTITIES				
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	MOBILIZATION	LS	1	\$141,000.00	\$141,000.00
	CONSTRUCTION STAKES, LINES, AND GRADES	LS	1	\$45,500.00	\$45,500.00
1	TRAFFIC CONTROL	LS	1	\$589,000.00	\$589,000.00
	SAW CUTTING ASPHALT PAVEMENT	L.F.	19	\$22.00	\$418.00
	CONCRETE CURB REMOVAL	L.F.	260	\$63.00	\$16,380.00
	STORMWATER PIPE REMOVAL	L.F.	116	\$114.00	\$13,224.00
	STORMWATER STRUCTURE REMOVAL	EACH	4	\$4,000.00	\$16,000.00
	PIPE CLEANING (<18IN DIA)	L.F.	50	\$112.00	\$5,600.00
2	UNCLASSIFIED EXCAVATION	C.Y.	35420	\$10.00	\$354,200.00
	CONCRETE POST CURB	L.F.	2230	\$125.00	\$278,750.00
	CONCRETE FLUSH CURB	L.F.	1570	\$125.00	\$196,250.00
3	CONCRETE PAVEMENT	S.Y.	58	\$400.00	\$23,200.00
4	CONCRETE 90 DEGREE CURB RADIUS INFILL	S.Y.	39	\$556.00	\$21,684.00
5	WATER LINE REMOVAL	L.F.	50	\$315.00	\$15,750.00
	RIP RAP REMOVAL	S.Y.	86	\$114.00	\$9,804.00
	12" HDPE PIPE	L.F.	236	\$215.00	\$50,740.00
	18" PERFORATED HDPE PIPE	L.F.	162	\$230.00	\$37,260.00
	6" PERFORATED HDPE	L.F.	43	\$310.00	\$13,330.00
	STORMWATER CURB INLET	EACH	1	\$13,600.00	\$13,600.00
	STORMWATER MANHOLE	EACH	1	\$13,600.00	\$13,600.00
	STORMWATER PIPE CLEANOUT	EACH	1	\$12,275.00	\$12,275.00
	STORMWATER SQUARE AREA DRAIN (BOTTOMLESS)	EACH	1	\$15,375.00	\$15,375.00
	STORMWATER RECTANGULAR AREA DRAIN	EACH	3	\$13,600.00	\$40,800.00
	STORMWATER OUTLET STRUCTURE	EACH	1	\$13,600.00	\$13,600.00
	24" ADS INLINE DRAIN	EACH	3	\$10,025.00	\$30,075.00
6	MIRAFI RS580i	S.Y.	5154	\$27.00	\$139,158.00
	2" - 3" AGGREGATE	TON	3210	\$116.00	\$372,360.00

NOTE	ESTIMATED QUANTITIES				
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	3/4" - 1" AGGREGATE	TON	1620	\$110.00	\$178,200.00
6	GEOGRID	S.Y.	5154	\$4.00	\$20,616.00
	ARCHED PERMEABLE PAVERS	S.Y.	5154	\$237.00	\$1,221,498.00
7	MIRAFI 600X	S.Y.	2930	\$13.00	\$38,090.00
	FLAGSTONE ROCK SIZE 2' - 3'	EACH	6	\$3,320.00	\$19,920.00
	CLASS A-3 RIPRAP	TON	14	\$575.00	\$8,050.00
8	FLEXAMAT	S.Y.	88	\$164.00	\$14,432.00
	SEEDING (WITHOUT MULCH)	UNIT	5	\$2,000.00	\$10,000.00
	NAG SC150 EROSION BLANKET	S.Y.	280	\$34.00	\$9,520.00
	SEDIMENT TUBE	L.F.	3902	\$17.00	\$66,334.00
	SOD	S.Y.	5617	\$34.00	\$190,978.00
	WATER	M.G.	56	\$2,225.00	\$124,600.00
9	RELOCATION OF SERVICE LINE LATERALS	EACH	1	\$12,800.00	\$12,800.00
10	DETENTION AREA EARTHWORK	EACH	1	\$94,725.00	\$94,725.00
11	CHANNEL EARTHWORK	EACH	1	\$94,675.00	\$94,675.00
12	DRIVEWAY REPAIR	EACH	29	\$28,000.00	\$812,000.00
ADD ALTERNATE 1					
13	TRAFFIC CONTROL	LS	1	\$77,000.00	\$77,000.00
2	UNCLASSIFIED EXCAVATION	C.Y.	1310	\$100.00	\$131,000.00
	SAW CUTTING ASPHALT PAVEMENT	L.F.	70	\$13.00	\$910.00
	PAVEMENT STRIPING	L.M.	0.21	\$46,200.00	\$9,702.00
14	SOLID PERMEABLE PAVERS	S.Y.	1253	\$275.00	\$344,575.00
6	MIRAFI RS580i	S.Y.	1253	\$20.00	\$25,060.00
	2" - 3" AGGREGATE	TON	1200	\$80.00	\$96,000.00
	3/4" - 1" AGGREGATE	TON	380	\$83.00	\$31,540.00
6	GEOGRID	S.Y.	1253	\$3.00	\$3,759.00
	MIRAFI 600X	S.Y.	140	\$13.00	\$1,820.00
	STORMWATER RECTANGULAR AREA DRAIN (BOTTOMLESS)	EACH	2	\$9,500.00	\$19,000.00
	CONCRETE FLUSH CURB	L.F.	655	\$85.00	\$55,675.00
	STOP BAR	EACH	4	\$1,600.00	\$6,400.00
	SEDIMENT TUBE	L.F.	285	\$12.00	\$3,420.00
	SOD	S.Y.	1174	\$23.00	\$27,002.00
	WATER	M.G.	12	\$1,600.00	\$19,200.00
ADD ALTERNATE 2					
15	INFILTRAKER SYSTEM	EACH	1	\$42,850.00	\$42,850.00

TOTAL BASE BID AMOUNT	\$ 5,163,971.00
TOTAL ADD ALTERNATE 1 AMOUNT	\$ 852,063.00
TOTAL ADD ALTERNATE 2 AMOUNT	\$ 42,850.00

BID NOTES

1. CONTRACTOR IS TO KEEP ONE LANE OF TRAFFIC OPEN AND ACCESS TO DRIVEWAYS AT ALL TIMES.
2. THIS INCLUDES THE FULL REMOVAL AND PROPER DISPOSAL OF ASPHALT PAVEMENT AND ASSOCIATED SUBGRADE MATERIAL AS WELL AS EXCAVATION TO THE PROPOSED SUBGRADE ELEVATION FOR PROPOSED PERMEABLE PAVEMENT SYSTEM INSTALLATION.
3. THIS LINE ITEM IS FOR THE INSTALLATION OF THE CONCRETE DRIVEWAY APRONS INCLUDING SUBGRADE AND WIRE MESH AT 312 WALNUT DRIVE AND 301 WALNUT DRIVE.
4. THIS LINE ITEM IS FOR THE CONCRETE OVERLAY ASSOCIATED WITH THE 90 DEGREE CURB RADII FOR THE PAVEDRAIN INSTALLATION. QUANTITIES FOR THE SUBGRADE ARE PROVIDED UNDER THE 2" - 3" AND 3/4" - 1" AGGREGATE SECTION.

5. THIS LINE ITEM IS FOR THE POTENTIAL REMOVAL OF THE ABANDONED WATER LINE IN THE BACK YARD OF 312 WALNUT DRIVE. REMOVAL MAY NOT BE NEEDED DEPENDENT ON ACTUAL LOCATION IN RELATION TO PROPOSED STORMWATER IMPROVEMENTS.
6. THIS QUANTITY DOES NOT INCLUDE ANY NECESSARY OVERLAP NEEDED BASED ON MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR IS TO PROVIDE COST FOR FINISHED PRODUCT INSTALLATION INCLUDING ANY OVERLAP THAT IS NEEDED BASED ON MANUFACTURER'S RECOMMENDATIONS.
7. THIS INCLUDES THE INSTALLATION OF SUBSURFACE STEPPED INSTALLATION FLOW BARRIERS
8. THIS SHALL INCLUDE SUITABLE FILL NEEDED TO BRING THE CHANNEL TO FINAL GRADE PRIOR TO FLEXAMAT INSTALLATION.
9. RELOCATION OF SERVICE LINE LATERALS IS NOT EXPECTED BASED ON APPROXIMATE DEPTHS TO UTILITY LINES; HOWEVER, PROVIDE PER RELOCATION PRICE IF RELOCATION OF WATER OR GAS SERVICE LINE LATERALS ARE ENCOUNTERED.
10. THIS SHALL INCLUDE THE EARTHWORK NECESSARY TO ESTABLISH THE FINAL GRADES SHOWN ON THE PLANS FOR THE DETENTION AREA LOCATED AT THE BACK YARD OF 312 WALNUT DRIVE.
11. THIS SHALL INCLUDE THE EARTHWORK NECESSARY TO ESTABLISH THE FINAL GRADES SHOWN ON THE PLANS FOR THE CHANNEL LOCATED AT THE BACK AND SIDE YARD OF 300 WALNUT DRIVE.
12. THIS ITEM SHALL INCLUDE A MAXIMUM OF 5' OF DRIVEWAY REPLACEMENT IN KIND TO INSTALL THE PERMEABLE PAVER SYSTEM, THE REMOVAL AND PROPER DISPOSAL OF ANY BURIED DRIVEWAY CULVERTS, AND THE REPLACEMENT OR REINSTALLATION OF ANY NON-BURIED DRIVEWAY CULVERTS.
13. CONTRACTOR IS TO KEEP ONE LANE OF TRAFFIC OPEN AT ALL TIMES. TRAFFIC CONTROL FOR THE CONSTRUCTION ASSOCIATED WITH THE INTERSECTION OF ABBOTT MARTIN, WALNUT DRIVE, AND LYNWOOD BLVD WILL BE PROVIDED BY THE CITY OF BELLE MEADE POLICE. NO LANE CLOSURE PERMITTING THROUGH METRO NASHVILLE BY THE CONTRACTOR WILL BE REQUIRED.
14. THE LIMITS OF THE ADD ALTERNATE IS THE BOUNDARY SHOWN ON THE PLANS BETWEEN THE SOLID AND ARCHED PAVEDRAIN BLOCK INSTALLATION AREAS.
15. PROVIDE AN EACH COST FOR THE PURCHASE AND INSTALLATION OF A PAVEDRAIN INFILTRAKER SYSTEM.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the construction contract, the detailed Specifications, and the Drawings pertaining to the work to be done, all of which have been examined by the undersigned.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to complete the Project fully within 250 workdays. The Contractor will be allowed one (1) additional day for each day of inclement weather. Allowable working days are defined as Monday through Friday, 7:00 a.m. to 4:00 p.m. The Bidder further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar working day that expires after the time specified for completion until the Project is fully complete. The Contractor shall be eligible for a \$500 per workday incentive payment for completing the project early. Completion of work is defined in 00700 Standard General Conditions of the Construction Contract. Incentive payment is capped at \$62,500.

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

Respectfully submitted,

License # 40392

Jarrett Builders, Inc.
Name of Contractor

Expiration Date of Same 8/31/2024

By: 

Title: President Jarrett

Address: 1106 Lebanon Pike, Nashville, TN 37210

Telephone: 615-515-1270

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

	Fiscal 2023 Budget	YTD 2023 Budget	YTD December-23 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,335,457	\$ 1,388,680	\$ 1,348,178	\$ (40,502)	0%
Mixed drink taxes	60,000	20,000	23,041	3,041	15%
Permits and fees	394,500	197,250	165,529	(31,721)	-16%
State sales taxes	348,120	116,040	110,178	(5,862)	-5%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	34,812	8,703	8,888	185	2%
Franchise taxes	80,000	26,667	29,853	3,187	12%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	323,191	323,191	333,533	10,342	3%
Public safety charges	40,000	20,000	58,593	38,593	193%
Stormwater User Fee	308,200	308,200	297,868	(10,332)	-3%
Court fines and costs	235,000	117,500	114,844	(2,656)	-2%
State beer tax	1,334	445	699	254	57%
State-city streets	5,309	1,770	1,772	2	0%
Sports betting tax	2,901	967	1,016	49	5%
Other revenues	371,176	-	67,595	67,595	0%
Interest earnings	260,000	130,000	360,623	230,623	177%
Net Change in Value of Investments	-	-	90,756	90,756	0%
Contributions	20,000	10,000	17,345	7,345	73%
	<u>\$ 5,825,000</u>	<u>\$ 2,669,412</u>	<u>\$ 3,030,310</u>	<u>\$ 360,898</u>	<u>512%</u>
Operating Expenditures					
General government	\$ 983,921	\$ 491,961	\$ 460,992	\$ 30,968	-6%
Police	2,215,649	1,107,825	1,236,113	(128,288)	12%
Building inspection	152,761	76,381	72,739	3,641	-5%
Highways and streets	358,159	179,080	184,600	(5,521)	3%
Stormwater	232,960	116,480	138,768	(22,288)	19%
Solid waste collection	633,800	343,308	354,279	(10,971)	3%
Parkways and Blvds	218,000	109,000	83,079	25,921	-24%
	<u>\$ 4,795,250</u>	<u>\$ 2,424,033</u>	<u>\$ 2,530,572</u>	<u>\$ (106,538)</u>	<u>2%</u>
Excess rev vs (exp) from Operations	<u>\$ 1,029,750</u>	<u>\$ 245,379</u>	<u>\$ 499,738</u>	<u>\$ 467,436</u>	<u>510%</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	742,041	371,021	294,015	77,006	-21%
Net rev vs net (exp)	<u>\$ 287,709</u>	<u>\$ (125,642)</u>	<u>\$ 205,723</u>	<u>\$ 331,365</u>	<u>-329%</u>
Assets			December 31, 2023	December 31, 2022	
Cash			\$ 328,293	\$ 374,705	
Investments			6,943,464	10,585,894	
Investments - Designated			10,126,793	6,358,473	
Property taxes receivable			3,357,543	3,329,233	
Other receivables			68,853	179,367	
Other assets			76,310	51,256	
			<u>\$ 20,901,256</u>	<u>\$ 20,878,928</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 195,286	\$ 112,614	
Deferred rev - prop taxes			3,357,543	3,329,233	
Deferred rev - ARPA grant			747,679	848,007	
Designated reserves			10,126,793	6,358,473	
Unrestricted funds			6,268,231	9,275,907	
Revenues < expenditures			205,723	954,694	
			<u>\$ 20,901,256</u>	<u>\$ 20,878,928</u>	

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

	YTD December-23 Actual	YTD December-22 Actual	YTD December-21 Actual	YTD December-20 Actual	Average December 2020 to 2023
Operating Revenue					
Property and other taxes	\$ 1,348,178	\$ 1,933,620	\$ 1,766,344	\$ 740,071	\$ 1,447,053
Mixed drink taxes	23,041	33,688	29,449	11,763	24,485
Permits and fees	165,529	281,868	315,857	127,738	222,748
State sales taxes	110,178	171,862	164,250	148,412	148,675
State income taxes	-	-	-	-	-
Gross receipts - TVA	8,888	17,440	15,060	16,643	14,508
Franchise taxes	29,853	18,340	28,025	21,896	24,528
In lieu of tax - utilities	-	-	-	-	-
Sports betting tax	1,016	2,609	1,304	-	1,232
Road Maintenance Fee MOU	333,533	323,191	297,872	253,191	301,947
Public safety charges	58,593	50,576	33,539	4,098	36,702
Stormwater User Fee	297,868	282,470	89,747	93,938	191,006
Court fines and costs	114,844	142,463	126,125	66,682	112,528
State beer tax	699	720	704	718	710
State-city streets	1,772	2,657	2,698	2,891	2,504
Other revenues (includes grants)	67,595	5,269	81,703	92,350	61,729
Interest earnings	360,623	152,902	30,842	69,329	153,424
Net Change in Value of Investments	90,756	(25,715)	(39,971)	(38,668)	(3,400)
Contributions	17,345	25,195	49,130	31,405	30,769
	<u>\$ 3,030,310</u>	<u>\$ 3,419,154</u>	<u>\$ 2,992,677</u>	<u>\$ 1,642,457</u>	<u>\$ 2,771,149</u>
Operating Expenditures					
General government	\$ 460,992	\$ 468,535	\$ 428,804	\$ 377,139	\$ 433,868
Police	1,236,113	1,059,051	1,053,671	912,743	1,065,394
Building inspection	72,739	67,314	64,340	57,918	65,578
Highways and streets	184,600	122,600	98,341	116,238	130,445
Stormwater	138,768	142,241	141,362	119,303	135,418
Solid waste collection	354,279	304,376	259,713	250,544	292,228
Parkways and Blvds	83,079	94,310	85,923	59,386	80,675
	<u>\$ 2,530,572</u>	<u>\$ 2,258,427</u>	<u>\$ 2,132,153</u>	<u>\$ 1,893,269</u>	<u>\$ 2,203,605</u>
Excess rev vs (exp) from Operations	<u>\$ 499,738</u>	<u>\$ 1,160,727</u>	<u>\$ 860,524</u>	<u>\$ (250,813)</u>	<u>\$ 567,544</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	294,015	206,033	82,140	378,338	240,132
Net rev vs net (exp)	<u>\$ 205,723</u>	<u>\$ 954,694</u>	<u>\$ 778,383</u>	<u>\$ (629,151)</u>	<u>\$ 327,413</u>
Assets					
Cash	\$ 328,293	\$ 374,705	\$ 221,537	\$ 159,869	
Investments	6,943,464	10,585,894	9,667,735	10,208,159	
Investments - Designated	10,126,793	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,357,543	3,329,233	3,306,275	1,787,609	
Other receivables	68,853	179,367	151,714	111,384	
Other assets	76,310	51,256	48,832	33,293	
	<u>\$ 20,901,256</u>	<u>\$ 20,878,928</u>	<u>\$ 19,411,113</u>	<u>\$ 17,309,379</u>	
Liabilities and Reserves					
Payables and accrued liab	195,286	112,614	84,886	64,451	
Deferred rev - prop taxes	3,357,543	3,329,233	3,306,275	1,787,609	
Deferred rev - ARPA grant	747,679	848,007	424,004	-	
Designated reserves	10,126,793	6,358,473	6,015,020	5,009,065	
Unrestricted funds	6,268,231	9,275,907	8,802,545	11,077,404	
Revenues < expenditures	205,723	954,694	778,383	(629,151)	
	<u>\$ 20,901,256</u>	<u>\$ 20,878,928</u>	<u>\$ 19,411,113</u>	<u>\$ 17,309,379</u>	



Capital Budget Report - General Fund - December 31, 2023



Project/Budget Item	FY 24	FY 25	FY 26	FY 27	FY 28	Total	Actual Spent FY 24	Budget Variance FY 24
Fleet Replacement								
Vehicle Replacement	\$183,896	\$228,091	\$257,745	\$106,441	\$111,763	\$887,937	\$84,162	\$99,734
Total Fleet Replacement	\$183,896	\$228,091	\$257,745	\$106,441	\$111,763	\$887,937	\$84,162	\$99,734
Machinery and Equipment								
UTV, Starchase, Video Security System	\$113,712	\$82,000	\$86,100	\$92,169	\$100,764	\$474,745	\$64,226	\$49,485
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	\$64,226	\$71,269
Streets								
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	\$70,876	\$169,124
Total Streets	\$737,872	\$800,000	\$840,000	\$882,000	\$926,100	\$4,185,972	\$76,632	\$661,240
Stormwater								
Stormwater Imp- Undesignated	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$68,995	(\$18,995)
Total Stormwater	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$68,995	(\$18,995)
Total	\$1,107,264	\$1,162,591	\$1,238,970	\$1,138,492	\$1,199,403	\$5,846,719	\$294,015	\$813,249

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

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

Grant - State of TN: Highway Safety	\$ 6,160
Grant - VCIF	60,120
Vending Machine proceeds/Other	250
Voting Space rental	750
Recycle Cans	315
Totals	<u>\$ 67,595</u>

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

ASSETS	FY 2023	FY 2022
Current assets:		
Cash and cash equivalents	\$ 159,624	\$ 192,316
Cash and cash equivalents- restricted	-	-
Investments	1,755,442	1,476,973
Receivables (net of allowance for uncollectible)	50,214	51,111
Prepays	3,845	2,698
Inventory	13,439	15,064
Total current assets	<u>1,982,563</u>	<u>1,738,161</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,309,397	7,114,210
Accumulated Depreciation	(6,765,664)	(6,499,371)
Total capital assets (net of accumulated depreciation)	<u>1,099,331</u>	<u>1,170,437</u>
TOTAL ASSETS	<u>\$ 3,081,895</u>	<u>\$ 2,908,599</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	50,614	22,128
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>50,614</u>	<u>22,128</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>57,344</u>	<u>26,559</u>
NET POSITION		
Change in Net Position	216,775	274,074
Net investment in capital assets	322,627	588,920
Restricted	-	-
Unrestricted	2,485,149	2,019,046
TOTAL NET POSITION	<u>3,024,550</u>	<u>2,882,040</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,081,895</u>	<u>\$ 2,908,599</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended December 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	\$ 253,419	\$ 235,308	\$ 279,667	-16%
Permits	1,600	800	1,200	1,400	-14%
Total operating revenues	508,437	254,219	236,508	281,067	-16%
Operating expenses:					
Salaries	62,332	31,166	26,197	27,667	-5%
Payroll Taxes	4,309	2,155	1,936	2,060	-6%
Health/Dental & Life Ins.	13,166	6,583	6,559	5,876	12%
Retirement	4,506	2,253	2,258	2,168	4%
Clothing & Uniforms	1,330	665	219	695	-68%
Education & Training	820	410	50	-	0%
Telephone, Internet	1,500	750	471	598	-21%
Professional Services	16,430	8,215	3,123	3,075	0%
Insurance	5,400	2,700	4,020	2,698	49%
Repair & Maintenance Pumps	43,950	21,975	29,717	9,402	0%
Repair & Maintenance Vehicle	1,500	750	1,871	1,290	0%
Repair & Maintenance Other Equipment	1,000	500	-	-	0%
Operating Supplies	1,350	675	138	60	0%
Chemicals	115,000	172,500	50,895	49,520	3%
Gasoline, Oil	8,000	4,000	1,134	3,025	0%
Consumable Tools	500	250	-	-	0%
Depreciation	265,000	-	-	-	0%
Total operating expenses	546,094	255,547	128,589	108,133	19%
Operating income	(37,657)	(1,328)	107,920	172,934	-38%
Nonoperating revenues:					
Interest income	40,000	20,000	43,855	19,280	127%
Other income	333,323	-	-	-	0%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	373,323	20,000	43,855	19,280	0%
Income before contributions and transfers	335,666	18,672	151,775	192,213	-21%
Contributions and transfers					
Tap and access fees	16,000	8,000	12,000	14,000	-14%
Capital contributions	55,850	27,925	53,000	67,860	-22%
Total contributions and transfers	71,850	35,925	65,000	81,860	-21%
Change in position	\$ 407,516	\$ 54,597	\$ 216,775	\$ 274,074	-21%

City of Belle Meade, Tennessee 4 Year summary Proprietary Fund (Sewer Fund) December 31, 2023				
ASSETS	FY 2024	FY 2023	FY 2022	FY 2021
Current assets:				
Cash and cash equivalents	\$ 159,624	\$ 192,316	\$ 136,919	\$ 226,027
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,755,442	1,476,973	1,280,112	979,690
Receivables (net of allowance for uncollectible)	50,214	51,111	46,753	45,914
Prepays	3,845	2,698	2,570	1,752
Inventory	13,439	15,064	5,548	8,689
Total current assets	1,982,563	1,738,161	1,471,901	1,262,073
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	76,100
Improvements other than buildings	555,598	555,598	555,598	454,646
Machinery and equipment	7,309,397	7,114,210	6,883,315	6,721,066
Accumulated Depreciation	(6,765,664)	(6,499,371)	(6,251,659)	(6,008,191)
Total capital assets (net of accumulated depreciation)	1,099,331	1,170,437	1,187,254	1,243,621
TOTAL ASSETS	\$ 3,081,895	\$ 2,908,599	\$ 2,659,155	\$ 2,505,694
LIABILITIES				
Current Liabilities:				
Accounts payable	50,614	22,128	13,394	6,671
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	50,614	22,128	13,394	6,671
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	57,344	26,559	17,937	10,083
NET POSITION				
Change in Net Position	216,775	274,074	212,943	226,269
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	3,024,550	2,882,040	2,641,219	2,495,611
TOTAL LIABILITIES AND NET POSITION	\$ 3,081,895	\$ 2,908,599	\$ 2,659,155	\$ 2,505,694

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

	December 2023 FY Actual YTD	December 2022 FY Actual YTD	December 2021 FY Actual YTD	December 2020 FY Actual YTD	4 Year Average
Operating revenues:					
Sewer user fees	\$ 235,308	\$ 279,667	\$ 268,011	\$ 235,337	\$ 254,581
Permits	1,200	1,400	600	3,200	1,600
Total operating revenues	\$ 236,508	\$ 281,067	\$ 268,611	\$ 238,537	\$ 256,181
Operating expenses:					
Salaries	\$ 26,197	\$ 27,667	\$ 26,042	\$ 23,049	\$ 25,739
Payroll Taxes	1,936	2,060	1,843	1,668	1,877
Health/Dental & Life Ins.	6,559	5,876	4,181	3,068	4,921
Retirement	2,258	2,168	2,123	1,870	2,105
Clothing & Uniforms	219	695	629	454	499
Education & Training	50	-	585	-	159
Telephone, Internet	471	598	544	513	531
Professional Services	3,123	3,075	2,466	2,716	2,845
Insurance	450	2,698	2,546	1,752	1,861
Repair & Maintenance Pumps	29,717	9,402	8,693	12,690	15,125
Repair & Maintenance Vehicle	1,871	1,290	349	542	1,013
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	138	60	240	125	141
Chemicals	50,895	49,520	44,620	51,200	49,059
Gasoline, Oil	1,134	3,025	1,177	544	1,470
Consumable Tools	-	-	122	-	31
Depreciation	-	-	-	-	-
Total operating expenses	\$ 125,019	\$ 108,133	\$ 96,160	\$ 100,190	\$ 107,376
Operating income	\$ 111,490	\$ 172,934	\$ 172,450	\$ 138,347	\$ 148,805
Nonoperating revenues:					
Interest income	43,855	19,280	157	1,114	16,101
Other income	-	-	12,500	26,559	9,765
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	43,855	19,280	12,657	27,673	25,866
Income before contributions and transfers	155,344	192,213	185,108	166,020	174,671
Contributions and transfers					
Tap and access fees	12,000	14,000	6,000	12,200	11,050
Capital contributions	53,000	67,860	21,835	48,049	47,686
Total contributions and transfers	65,000	81,860	27,835	60,249	58,736
Change in position	\$ 220,344	\$ 274,074	\$ 212,943	\$ 226,269	\$ 233,407

City of Belle Meade - State Street Aid
Condensed Financial Statement - December 31, 2023

	Fiscal 2023 Budget	YTD 2023 Budget	YTD December-23 Actual	YTD December-22 Actual	YTD Actual vs Last Yr
Revenue					
Gasoline & Motor Fuel Tax	\$ 101,535	\$ 50,768	\$ 18,099	\$ 51,440	-65%
	<u>\$ 101,535</u>	<u>\$ 50,768</u>	<u>\$ 18,099</u>	<u>\$ 51,440</u>	<u>-65%</u>
Expenditures					
Street Lighting	67,500	33,750	15,856	32,482	-51%
Repair & Maintenance - Roads & R-O-W	34,035	17,017	6,907	14,782	-53%
	<u>\$ 101,535</u>	<u>\$ 50,767</u>	<u>\$ 22,763</u>	<u>\$ 47,264</u>	<u>-52%</u>
Net rev vs (net exp)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (4,664)</u>	<u>\$ 4,176</u>	<u>-212%</u>
Assets					
Cash			\$ 166,479	\$ 159,186	
Other receivables			9,265	16,928	
Other assets			-	-	
			<u>\$ 175,744</u>	<u>\$ 176,114</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			180,408	171,938	
Revenues < expenditures			(4,664)	4,176	
			<u>\$ 175,744</u>	<u>\$ 176,114</u>	

City of Belle Meade - Beautification Fund
Condensed Financial Statement - December 31, 2023

	Fiscal 2023 Budget	YTD 2023 Budget	YTD December-23 Actual	YTD December-22 Actual	YTD Actual vs Last Yr
Revenue					
Interest Earnings	\$ 2,000	\$ 1,000	\$ 1,828	\$ 1,067	71%
Grant Revenue	-	-	-	-	0%
Contributions-Memorials	500	250	850	250	240%
Contributions- Dues	75,000	37,500	9,290	5,425	71%
	<u>\$ 77,500</u>	<u>\$ 38,750</u>	<u>\$ 11,968</u>	<u>\$ 6,742</u>	<u>78%</u>
Expenditures					
Public Relations	4,000	2,000	353	1,491	-76%
Repair & Maintenance Services	11,000	5,500	6,300	9,540	-34%
Horticultural Supplies & Services	46,575	23,288	24,010	26,709	-10%
Other Improvements	50,000	-	-	-	0%
	<u>\$ 111,575</u>	<u>\$ 30,788</u>	<u>\$ 30,663</u>	<u>\$ 37,740</u>	<u>-19%</u>
Net rev vs (net exp)	<u><u>\$ (34,075)</u></u>	<u><u>\$ 7,963</u></u>	<u><u>\$ (18,695)</u></u>	<u><u>\$ (30,998)</u></u>	<u><u>-40%</u></u>
Assets					
Cash			\$ 253,044	\$ 214,644	
Other receivables				-	
Other assets			-	-	
			<u>\$ 253,044</u>	<u>\$ 214,644</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			271,739	245,642	
Revenues < expenditures			(18,695)	(30,998)	
			<u>\$ 253,044</u>	<u>\$ 214,644</u>	

City of Belle Meade**Investment Schedule - General Fund****Local Government Investment Pool****Balance at January 31, 2024**

<u>Investment Type</u>	<u>Financial Institution</u>	<u>Balance</u>	<u>Current Rate</u>	<u>Previous Rate</u>	<u>Comments</u>
Liquid Investment Account	Local Government Investment Pool	\$ 9,304,823	5.35%	5.38%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 44,258.32
Fiscal year-to-date	\$ 287,455.64

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

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

From Operating Cash to Investment Pool (deposit):

1/5/2024	\$ 500,000.00
----------	---------------

Total	\$ 500,000.00
--------------	----------------------

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.	12,248.51
	<u>\$ 759,927.51</u>

City of Belle Meade

**Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at January 31, 2024**

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,755,442	5.35%	5.38%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 7,976.44
Fiscal year-to-date	\$ 51,831.27

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

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

From Operating Cash to Investment Pool (deposit):

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

**City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
January 31, 2024**

First Horizon Advisors Account	2024	
	Current Period	
Beginning Balance	\$	6,599,784.12
Additions & Withdrawals		(272,285.30)
Interest Income		24,285.30
Taxes, Fees & Expenses		-
Change in Value		15,527.35
Ending Balance	\$	6,367,311.47

Interest Income (includes First Horizon Checking Account):

July 2023	\$	17,801.06
August		10,529.25
September		23,546.54
October		14,704.59
November		33,844.33
December		14,474.45
January 2024		24,285.30
TOTAL	\$	139,185.52

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

Date: 1/26/24
Page: 1
Customer ID: 21605
Invoice #: 379652

PLEASE DETACH AND RETURN THIS PORTION OF STATEMENT WITH REMITTANCE

For Professional Services Rendered

Audit of June 30, 2023 financial statements, per engagement letter	22,500.00
Less: amounts previously billed	16,500.00-
Coding and preparation of new State of TN Crosswalk document (9.25 hrs)	1,850.00
Balance Due	<u>\$ 7,850.00</u>

***Invoices are due upon receipt ***

Make checks payable to KraftCPAs PLLC
To pay online, go to [Pay Here](#)



KraftCPAs PLLC - Certified Public Accountants and Consultants

555 Great Circle Rd.
Nashville, TN 37228

105 Bay Court
Lebanon, TN 37087

6136 Shallowford Rd., Ste 101
Chattanooga, TN 37421

NASHVILLE	-	Billings	615-921-6002
COLUMBIA	-	Tracy	931-388-3711
LEBANON	-	Kim	615-449-2334
CHATTANOOGA	-	Sue	423-362-7857

610 North Garden St., Ste. 200
Columbia, TN 38401

110-43100-249

17/11

Sammie Gibbs Construction 3335 Hwy 49 East Charlotte, TN 37036			
Invoice			
		Invoice Number:	4708
		Invoice Date:	1/22/2024
Customer Information		Job Information	
City of Belle Meade 4705 Harding Rd. Nashville, TN 37205		Job Name:	Snow & Ice Removal
		Location:	Belle Meade City Streets
Job Description			
1.14.2024			
Single axle truck with equipment and driver	8.5 hrs	@ \$170	= \$ 1,445.00
Single axle truck with equipment and driver	8.5 hrs	@ \$170	= \$ 1,445.00
Pickup truck with equipment and driver	8.5 hrs	@ \$150	= \$ 1,275.00
Pickup truck no equipment and driver	8.5 hrs	@ \$ 90	= \$ 765.00
Four (4) Class B Laborers – 4 @ 8.5 hrs	34 hrs	@ \$ 48	= \$ 1,632.00
Calcium Chloride	150 bags	@ \$60	= \$ 9,000.00
1.15.2024			
Single axle truck with equipment and driver	7 hrs	@ \$170	= \$ 1,190.00
Single axle truck with equipment and driver	7 hrs	@ \$170	= \$ 1,190.00
Pickup truck with equipment and driver	7 hrs	@ \$150	= \$ 1,050.00
Pickup truck no equipment and driver	7 hrs	@ \$ 90	= \$ 630.00
Skidsteer	7 hrs	@ \$110	= \$ 770.00
Grader	7 hrs	@ \$165	= \$ 1,155.00
Five (5) Class B Laborers – 5 @ 7 hrs	35 hrs	@ \$ 48	= \$ 1,680.00
Calcium Chloride	400 bags	@ \$60	= \$24,000.00
1.16.2024			
Single axle truck with equipment and driver	10.5 hrs	@ \$170	= \$ 1,785.00
Single axle truck with equipment and driver	10.5 hrs	@ \$170	= \$ 1,785.00
Pickup truck with equipment and driver	10.5 hrs	@ \$150	= \$ 1,575.00
Pickup truck no equipment and driver	10.5 hrs	@ \$ 90	= \$ 945.00
Skidsteer	8.5 hrs	@ \$110	= \$ 935.00
Grader	8.5 hrs	@ \$165	= \$ 1,402.50
Four (4) Class B Laborers – 4 @ 10.5 hrs	42 hrs	@ \$ 48	= \$ 2,016.00
Calcium Chloride	395 bags	@ \$60	= \$24,095.00
1.17.2024			
Single axle truck with equipment and driver	10.5 hrs	@ \$170	= \$ 1,572.50
Single axle truck with equipment and driver	8 hrs	@ \$170	= \$ 1,572.50
Pickup truck with equipment and driver	10.5 hrs	@ \$150	= \$ 1,575.00
Pickup truck no equipment and driver	10.5 hrs	@ \$ 90	= \$ 945.00
Skidsteer	8.5 hrs	@ \$110	= \$ 935.00
Grader	8.5 hrs	@ \$165	= \$ 1,402.50
Five (5) Class B Laborers – 5 @ 10.5 hrs	52.5 hrs	@ \$ 48	= \$ 2,520.00
Calcium Chloride	265 bags	@ \$60	= \$15,900.00

1.22.2024			
Single axle truck with equipment and driver	7 hrs	@ \$170	= \$ 1,190.00
Pickup truck with equipment and driver	7 hrs	@ \$150	= \$ 1,050.00
Two (2) Class B Laborers – 2 @ 7 hrs	14 hrs	@ \$48	= \$ 672.00
Calcium Chloride	275 bags	@ \$60	= \$16,500.00

Total Due: \$127,600.00

Thank you!

615.789.4524 / 615.373.4584

Fax: 615.789.0025

sgibbs1031@aol.com



Federal ID #62-1536583

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

Invoice

DATE	INVOICE #
1/2/2024	74886

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

SHIP TO
SAME

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
110-3886	Net 30		1/2/2024	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION 100' EXTREME SUPPLY CABLES FREIGHT S.N. WH876144 WH876150			7,389.56	7,389.56
2	MTL				151.18	302.36
1	FR				300.00	300.00

ok per NM



Omnigo Software, LLC
Phone 800-814-4843
www.omnigo.com

Invoice: I-OS017799

Invoice Date: 2/16/2024

Due Date: 3/17/2024

FEIN/TIN: 43-1507250

Bill To

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

Ship To

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

Client ID: 1004280		PO #:		Quote #: Q-33154	
Product Description	Start Date	End Date	Cost	Qty	Amount
ITI RMS - Summons Import for Handheld Ticketwriter	4/1/2024	9/30/2024	\$1,699.34	0.5	\$849.67
ITI - Records Management (RMS)	4/1/2024	9/30/2024	\$1,253.85	4	\$5,015.40
ITI - Asset / Fleet Management	4/1/2024	9/30/2024	\$1,076.24	0.5	\$538.12
ITI NIBRS - Tennessee	4/1/2024	9/30/2024	\$1,562.44	0.5	\$781.22
ITI - Computer Aided Dispatch Workstations	4/1/2024	9/30/2024	\$6,419.70	0.5	\$3,209.85
Omnigo Eversure: Continuous Training, Consulting, and Support	4/1/2024	9/30/2024	\$0.00	0.5	\$0.00

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

Refer all questions to:

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

Please reference invoice # I-OS017799 on your payment.
Thank you for your business.

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

Remit To:

Omnigo Software
PO Box 734008
Chicago, IL 60673-4008

ACH/Wire Bank Information:

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

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

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay, Interim Public Works Director
Date: February 21, 2024
Re: Contract with H.E. Parmer Company

Background

The City of Belle Meade had City Hall and the Public Works maintenance shop/garage inspected last year after damaging windstorm events. H.E. Parmer Company repaired the City Hall roof and gutters and installed a completely new roof on the Maintenance Shop. At that time, they inspected the Maintenance Shop gutters and tried to patch the deteriorating gutters. The patch job was not successful, and they recommend full replacement of the gutters. I have also inspected the gutters to see the failing joints and large holes that let water intrude behind the gutters and into the soffit.

H.E. Parmer provided two quotes. The first is the recommendation for seamless gutters that would match the look of the existing gutters on City Hall. The second is for boxed style gutters that are the same type as the existing gutters on the maintenance shop.

Quote 1 - \$3,685 - 6" Ogee aluminum gutters with 3x4 aluminum downpipes

Quote 2 - \$7,166 - 7" Boxed style aluminum gutters with 3x4 aluminum downpipes

Recommendation

The Board is recommended to approve and authorize the mayor to sign a contract with H.E. Parmer Company in the amount of \$3,685 (Quote 1) to replace the gutters on the City of Belle Meade Maintenance Shop.

Fiscal Impact

Funds are available in the General Fund – Repair and Maintenance of Buildings - account number 110-41000-266.

Attachments

Quotes

H.E. Parmer Company

1635 County Hospital Road Nashville, TN 37218-2597
Phone: 615-256-4687 Fax: 615-255-2513
www.HEParmer.com



Date : January 31, 2024

QUOTATION JOB # 24-08060-00001 FOR

Belle Meade City Hall
4705 Harding Pike
Attn: Nathan McVay
Nashville, TN 37205

We hereby propose and agree to install

At : 4705 Harding Pike Nashville, TN 37205

The following:

To furnish the material and labor to remove the existing gutters and downpipes from the maintenance building and haul away the debris. We will then install new 6" ogee .027 aluminum gutters and 3x4 aluminum downpipes. It will be at cost (which includes materials, labor, and installation) plus 25% to replace any bad fascia. The end caps, outlets, and miters will be sealed with GeoCell 2320, which is designed to seal aluminum gutters. Due to the nature of aluminum gutters, there may be periodic maintenance required caused by the expansion and contraction of the material. This is not included in this agreement or covered by the 5 year workmanship warranty. In consideration of our furnishing and installing the above you agree to the following terms:

TOTAL \$ 3,685.00

To add Leaf Screens add: \$ 2,668.00 Initial _____

Terms: Net 30 days as of Invoice date. Overdue payments will bear interest at the rate of 1.5 percent interest per month. Customer agrees to pay all costs of collection, including reasonable attorney fees. Non-payment could result in a lien on your property. H.E. Parmer reserves the right to invoice for partial payments after the work is started, dependent on the complexity, length and/or the amount of the contract. H.E. Parmer also reserves the right to invoice for materials purchased as a result of an accepted contract that is cancelled by the customer.

There are no agreements other than those mentioned above or attached hereto in writing. H. E. Parmer Co., Inc. (Contractor) warrants for five years that their performance will be done in a workmanlike manner. **All other warranties, either expressed or implied, are hereby waived except those warranties by a particular manufacturer of materials that might be used in completion of the job.** Said copies of the separate warranties shall be supplied to the customer. Contractor expressly does not warrant the condition of the underlying structure, its pitch, and existing flashing. Contractor is not responsible for possible drywall damage that may result from roof installation, damage to gutters and their coatings, or damage to landscaping. Contractor does not warranty the color of the material to match exactly due to variance in the manufacturer's processes.

This order is subject to the approval of the Credit Department of H. E. PARMER COMPANY, INC. and is good for 30 days after date of acceptance by Parmer and thereafter is not binding.

Notice of Right to Cancel: You the Buyer(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

BY Paul Shanes _____ for H. E. Parmer Co., Inc.

ACCEPTED BY _____ PRINTED NAME _____

DATE _____ TITLE _____

H.E. Parmer Company

1635 County Hospital Road Nashville, TN 37218-2597
Phone: 615-256-4687 Fax: 615-255-2513
www.HEParmer.com



Date : January 31, 2024

QUOTATION JOB # 24-08060-00002 FOR

Belle Meade City Hall
4705 Harding Pike
Attn: Nathan McVay
Nashville, TN 37205

We hereby propose and agree to install

At : 4705 Harding Pike Nashville, TN 37205

The following:
To furnish the material and labor to remove the existing gutters and downpipes from the maintenance building and haul away the debris. We will then install new 7" box style .027 aluminum gutters and 3x4 aluminum downpipes. It will be at cost (which includes materials, labor, and installation) plus 25% to replace any bad fascia. The end caps, outlets, and miters will be sealed with GeoCell 2320, which is designed to seal aluminum gutters. Due to the nature of aluminum gutters, there may be periodic maintenance required caused by the expansion and contraction of the material. This is not included in this agreement or covered by the 5 year workmanship warranty. In consideration of our furnishing and installing the above you agree to the following terms:

TOTAL \$ 7,166.00

Terms: Net 30 days as of Invoice date. Overdue payments will bear interest at the rate of 1.5 percent interest per month. Customer agrees to pay all costs of collection, including reasonable attorney fees. Non-payment could result in a lien on your property. H.E. Parmer reserves the right to invoice for partial payments after the work is started, dependent on the complexity, length and/or the amount of the contract. H.E. Parmer also reserves the right to invoice for materials purchased as a result of an accepted contract that is cancelled by the customer.

There are no agreements other than those mentioned above or attached hereto in writing. H. E. Parmer Co., Inc. (Contractor) warrants for five years that their performance will be done in a workmanlike manner. **All other warranties, either expressed or implied, are hereby waived except those warranties by a particular manufacturer of materials that might be used in completion of the job.** Said copies of the separate warranties shall be supplied to the customer. Contractor expressly does not warrant the condition of the underlying structure, its pitch, and existing flashing. Contractor is not responsible for possible drywall damage that may result from roof installation, damage to gutters and their coatings, or damage to landscaping. Contractor does not warranty the color of the material to match exactly due to variance in the manufacturer's processes.

This order is subject to the approval of the Credit Department of H. E. PARMER COMPANY, INC. and is good for 30 days after date of acceptance by Parmer and thereafter is not binding.

Notice of Right to Cancel: You the Buyer(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

BY Paul Shanes for H. E. Parmer Co., Inc.

ACCEPTED BY _____ PRINTED NAME _____

DATE _____ TITLE _____

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ORDINANCE 2024-1

AN ORDINANCE TO CLOSE, VACATE AND ABANDON THE RIGHT OF WAY OF
REDWING AVENUE.

WHEREAS, there is shown on the final plan of Pendleton and Blair's Subdivision of Lynwood Park dated June 1913 and of record in Book 421, Page 45, Register's Office of Davidson County, Tennessee ("RODC"), a proposed street.

WHEREAS, a revision of the plan of Lynwood Park, dated May 8, 1974, and recorded at Book 4675, Page 109 (RODC), identifies the proposed street as "Redwing Avenue" (hereinafter sometimes called "the Street"); and

WHEREAS, the Street is also shown on the recorded plan of the Resubdivision of Lots 21, 22, 23, and the Southerly 50 Feet of Lot 24 as Shown on the Unrecorded Plat of Honeywood Subdivision, of record in Plat Book 5200, Page 324 (RODC) and on the Recorded Plan of Deux Properties, of record in Plat Book 6900, Page 227 (RODC); and

WHEREAS, based upon the above recorded instruments, the right of way of the proposed Street is forty (40) feet in width wide, except for the portion extending in a more or less west-easterly direction, where it intersects with Lynwood Boulevard, which is fifty (50) feet wide; and

WHEREAS, a portion of the original right of way of the Street has already been abandoned and conveyed to one of the adjacent owners pursuant to Ordinance 2016-4, and is therefore excluded from this ordinance;

WHEREAS the Board of Commissioners of the City of Belle Meade hereby finds that the Street has never been improved or used as a public thoroughfare, is not required for public use, and that the closure of the Street as a public street and the abandonment of the right-of-way of the Street will not destroy or damage the access to any adjacent properties or properties intended to be served thereby; and

WHEREAS, the Street and its right way are shown on the map attached as Exhibit 1.

NOW, THEREFORE, BE IT ORDAINED by the City of Belle Meade as follows:

Section 1. The right-of-way of Redwing Avenue is hereby declared closed, vacated and abandoned.

Section 2. Any and all public utility or other easements in said right-of-way are hereby retained by the City of Belle Meade, its agents, servants and/or contractors, and utility companies operating under franchises from the City of Belle Meade, or from the Metropolitan Government of Nashville and Davidson County, Tennessee, for the right to enter, construct, operate, maintain, repair, rebuild, enlarge and patrol its now existing and/or future utilities, including sewer, water and drainage facilities, together with their appurtenances, and for the doing of any and all things necessary and incidental thereto.

Section 3. This Ordinance shall take effect immediately.

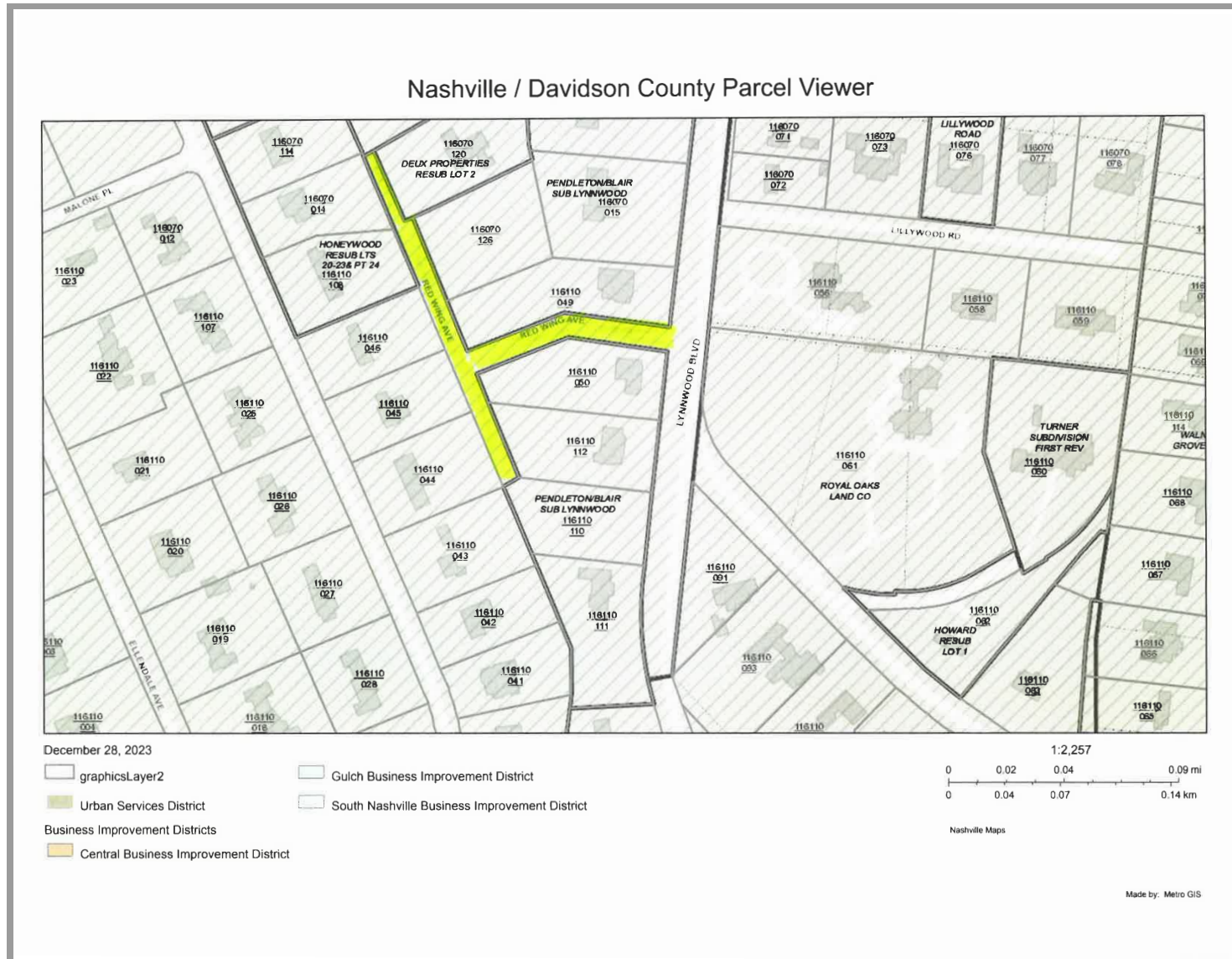
Rusty Moore, Mayor

Rusty Terry, City Recorder

Passed on first reading _____

Approved by Municipal Planning Commission December 19, 2023

Passed on second reading _____



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CITY OF **Belle Meade** TENNESSEE

T0: Belle Meade Commissioners

From: Leigh Mills

RE: Budget amendments 2023/2024

Date: February 15, 2024

The following is a summary of the proposed amendments to the current budget that are included in Ordinance 2024-2.

GENERAL FUND:

REVENUE – Net increase of \$102,087, including:

- **Intergovernmental** – Increase of \$10,342 based on amount received from Metro Nashville. This roadway MOU with Metro Nashville allows for an annual increase or decrease based on the U.S. Consumer Price Index.
- **Local Tax Revenue** – Decrease of \$1,255 due to reduction in assessed values in the public utilities' property tax (Bellsouth & Piedmont). The State Accessed Properties office reported that Davidson County reduced the equalization rate, which reduced the assessed values on these ad-valorem taxes.
- **Interest Revenue** – Increase of \$93,000 due to rise in interest earnings rate.

EXPENDITURES – Net increase of \$304,750, includes:

- **Administration** – Net increase of \$32,000, which includes:
 - **Insurance** – Increase of \$30,000 for property, automobile, and workers compensation insurance. The provider of these policies (Public Entity Partners - PEP) paid a dividend in the most recent past but this year, they did not make dividend payments to policy holders due to rising inflation, increased labor costs, etc.
 - **Vehicle Maintenance & Fuel** - Increase of \$2,000 due to commuting by City Manager until she moved to the area.
- **Public Safety** – Net increase of \$21,000, which includes:
 - **Secondary Employment Wages** – Increase of \$21,000 from more requests for officers for side jobs. In January 2024, the wage for secondary work increased by \$10 per hour to remain competitive.
- **Highways & Streets** – Net increase of \$140,000, which includes:
 - **Salaries and Social Security Tax** - \$75,000 increase related to the unexpected early retirement of the Public Works director. This includes the early retirement payout and the related payroll taxes.
\$65,000 increase in snow removal expenses due to the recent record-setting snowfall.

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



CITY OF Belle Meade T E N N E S S E E

- **Building & Zoning** – Net increase of \$25,350, which includes:
 - **Salaries, payroll taxes & benefits** - \$25,350 increase for an additional employee, a Building Official. This includes salary, taxes, and benefits for this new position.
- **Waste Collection** - \$8,400 increase for additional storm damage clean-up.
- **Parkways & Boulevards** – Net increase of \$12,000, includes:
 - **Water for Irrigation** - \$6,000 increase due to usage and pricing for irrigation.
 - **Repair & Maintenance** - \$6,000 increase related to irrigation repairs.
- **Capital Projects** – Net increase of \$66,000 for use on the following:
 - **Machinery & Equipment** – In February 2023, the project began to add three additional traffic cameras. The \$53,000 SkyCop invoice did not get completed and invoiced until October 2023 and is added to this amendment.
 - **Transportation Equipment** – Increase of \$13,000 because a tablet for the additional officer was purchased and two SUV mounts were purchased. Both expenses will be reimbursed by the THSO grant. There was also additional lighting and striping needed for the UTV.

SEWER FUND:

REVENUE – Net increase of \$26,000, including:

- **Interest Revenue** – Increase of \$26,000 due to rise in interest earnings rate.

EXPENDITURES – Net increase of \$4,000 including:

- **Repair & Maintenance - Vehicles** – Increase of \$1,000 for truck repairs.
- **Insurance** – Increase of \$3,000 for property, automobile, and workers compensation insurance. The provider of these policies (Public Entity Partners - PEP) paid a dividend in the most recent past but this year, they did not make dividend payments to policy holders due to rising inflation, increased labor costs, etc.

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

ORDINANCE 2024-2

AN ORDINANCE AMENDING ORDINANCE 2023-3 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW:

NOW, THEREFORE, BE IT ORDAINED, by the City of Belle Meade as follows:

SECTION 1. There are hereby appropriated, by the City of Belle Meade, the following amounts of money, out of funds already in the Treasury of the City or reasonably anticipated to be on hand when payments therefrom shall be required:

<u>ORIGINAL APPROPRIATIONS:</u>						
<u>FUNCTIONS</u>	<u>GENERAL FUND</u>	<u>BEAUTIFICATION FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>SEWER UTILITY FUND</u>	<u>STREET AID FUND</u>	<u>WASTE COLLECT FUND</u>
<u>EXPENDITURES</u>						<u>TOTAL</u>
Administration	983,921	-	21,784	-	-	1,005,705
Police	2,215,649	-	297,608	-	-	2,513,257
Building Insp.	152,761	-	-	-	-	152,761
Streets	358,159	-	737,872	-	101,535	1,197,566
Waste	-	-	-	-	-	633,800
Stormwater	232,960	-	150,000	-	-	382,960
Sewage	-	-	508,323	546,094	-	1,054,417
Parkways	218,000	61,575	50,000	-	-	329,575
Debt Service	-	-	-	-	-	-
Transfers	1,891,064 ¹	-	(1,765,587)	508,323	-	(633,800)
Totals:	6,052,513	61,575	-	1,054,417	101,535	7,270,041

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

<u>AMENDED APPROPRIATIONS:</u>						
<u>FUNCTIONS</u>	<u>GENERAL FUND</u>	<u>BEAUTIFICATION FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>SEWER UTILITY FUND</u>	<u>STREET AID FUND</u>	<u>WASTE COLLECT FUND</u>
<u>EXPENDITURES</u>						<u>TOTAL</u>
Administration	1,015,920	-	21,784	-	-	1,037,704
Police	2,236,650	-	363,608	-	-	2,600,258
Building Insp.	178,112	-	-	-	-	178,112
Streets	498,160	-	737,872	-	101,536	1,337,567
Waste	-	-	-	-	-	642,200
Stormwater	232,960	-	150,000	-	-	382,960
Sewage	-	-	508,323	550,094	-	1,058,417
Parkways	229,999	61,575	50,000	-	-	341,574
Debt Service	-	-	-	-	-	-
Transfers	1,965,464 ¹	-	(1,831,587)	508,323	-	(642,200)
Totals:	6,357,265	61,575	-	1,058,417	101,536	7,578,792

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

SECTION 2. It is anticipated the following amounts of money will be received from the sources set out herein.

<u>ORIGINAL APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,340,458	-	-	-	-	-	3,340,458
Permits	394,500	-	-	1,600	-	-	396,100
Intergovernmental	855,667	-	-	-	101,535	-	957,202
Fines	235,000	-	-	-	-	-	235,000
Charges for Svcs.	348,200	-	-	506,837	-	-	855,037
Miscellaneous	651,175	2,000	-	445,173	-	-	1,098,348
Contributions	-	75,500	-	-	-	-	75,500
Transfers	-	-	(1,765,587)	-	-	(633,800)	(2,399,387)
Subtotals	5,825,000	77,500	(1,765,587)	953,610	101,535	(633,800)	6,957,645
From Reserves	227,513	-	-	100,807	-	-	328,320
Totals:	6,052,513	77,500	(1,765,587)	1,054,417	101,535	(633,800)	7,285,965

<u>AMENDED APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,339,202	-	-	-	-	-	3,339,202
Permits	394,500	-	-	1,600	-	-	396,100
Intergovernmental	866,009	-	-	-	101,535	-	967,544
Fines	235,000	-	-	-	-	-	235,000
Charges for Svcs.	348,200	-	-	506,837	-	-	855,037
Miscellaneous	744,176	2,000	-	471,173	-	-	1,217,349
Contributions	-	75,500	-	-	-	-	75,500
Transfers	-	-	(1,831,587)	-	-	(642,200)	(2,473,787)
Subtotals	5,927,087	77,500	(1,831,587)	979,610	101,535	(642,200)	7,085,732
From Reserves	430,178	-	-	78,807	-	-	508,985
Totals:	6,357,265	77,500	(1,831,587)	1,058,417	101,535	(642,200)	7,594,717

SECTION 3. This resolution shall become effective upon passage.

Passed on First Reading: _____

Passed on Second Reading: _____

Mayor Rusty Moore

City Recorder Rusty Terry

RESOLUTION 2024--02

WHEREAS, First Horizon Bank (“the Bank”), the depository of the City of Belle Meade (City) investment account (“the Account”) has requested that the City update information concerning the authorized signatories on this account; and

WHEREAS, the Bank has submitted a form resolution attached hereto as Exhibit A and captioned “Certified Resolutions of Board of Directors (Corporation)” (“the Bank Resolution”) effectuating this purpose, which the Board of Commissioners (“Board”) finds generally to be acceptable; and

WHEREAS, the City, pursuant to its Charter and the Municipal Code must provide to any depository bank a certified copy of Title 5, Chapter 1 of the Municipal Code, the names of the mayor, vice mayor and city treasurer and signatures of any official authorized to sign checks, drafts, or other instruments; and

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

SECTION 1. The Resolution is hereby approved with the following insertions, modifications and changes:

Preamble:

The word “City Recorder” shall be substituted for the word “Secretary” in the first line.

The word “municipal” shall be inserted before the word “corporation” in the second line.

The words “Board of Commissioners” shall be substituted for the phrase “Board of Directors” in the fourth line.

Paragraph 2 AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT

The Mayor, Vice-Mayor, and City Recorder shall be authorized to act as authorized signers and shall provide the required information.

Paragraph 3 AUTHORIZED FOR INFORMATION ONLY

The Mayor, City Manager, and Finance Director shall be authorized to act in this capacity and shall provide the required information.

Paragraph 4 FACSIMILE SIGNATURES

The Mayor, Vice-Mayor, and City Recorder shall provide this information.

Paragraph 5 LOANS

This section shall be deleted and marked **NOT APPLICABLE**.

Paragraph 7 SERVICES AGREEMENTS

The Mayor, City Manager, and Finance Director shall be authorized to act in this capacity and shall provide the required information.

SECTION 2. The City Recorder is authorized to sign the Bank Resolution and to transmit it to the Bank along with this authorizing Resolution and a certified copy of Title 5, Section 1 of the Municipal Code.

SECTION 3. That this resolution shall take effect from and after its passage, the general welfare of the City of Belle Meade, Tennessee requiring it.

IT IS SO RESOLVED AND DONE on this the 21st day of February 2024.

ATTEST:

CITY OF BELLE MEADE TENNESSEE

RUSTY TERRY
City Recorder

RUSTY MOORE
Mayor

CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS (CORPORATION)



I, _____, do hereby certify that I am the duly elected and qualified Secretary of _____, a corporation in good standing, is not in dissolution, and organized under the laws of the State of _____, that the following is a true copy of certain resolutions duly adopted at a meeting of the Board of Directors on the ____ day of _____, and that such resolutions are now in full force and effect, and not contrary to law, the charter of the bylaws of the corporation.

- 1. DEPOSITORY. RESOLVED**, that First Horizon Bank ("Bank") is designated as a depository of this corporation, and that an account in the Bank in the name of, for and on behalf of this corporation, be revised or opened in the following:

Account Name:	Account Number:*
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*For multiple account numbers attach Supplemental List of Accounts. Instead of entering an Account number above type "Attached" to indicate multiple account numbers.

- 2. AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT. RESOLVED**, that delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and in whatever manner endorsed, shall authorize the Bank to place the same to the credit of the corporation, under terms set forth in the Bank's Depositor Agreement, and such credits may be withdrawn: (1) by debit card issued to the corporation as set forth in the Cardholder Agreement, or (2) by check, draft, or other order executed for the corporation by any of the following persons, even though the corporation might have an internal requirement requiring more than one signature.

Title	Typed Name	Signer's SSN	Signature

- 3. AUTHORIZED FOR INFORMATION ONLY. RESOLVED**, that the Bank is authorized to release Account information to the following person(s) upon request or inquiry:

Title	Typed Name	Signer's SSN	Signature

- 4. FACSIMILE SIGNATURES. RESOLVED**, that Bank is authorized to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing below, and Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature may be affixed if such signature resembles the following facsimile specimen(s) hereby certified to the Bank:

Title	Typed Name	Facsimile Specimen

CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS (CORPORATION)



5. LOANS. *RESOLVED*, that the following persons,

Title	Typed Name	Signature

(is) (are jointly) authorized on its behalf, at any time and from time to time, until said authority is duly revoked by and written notice thereof received by the Bank: to effect for the company a loan or loans or other credit extensions from the Bank; to execute on behalf of the company any note or notes or other instruments evidencing obligations of the company, including application agreements and other related documentation pertaining to letters of credit and renewals, modifications, or extensions thereof, to pledge, mortgage, hypothecate, or in any other manner create a lien upon any assets of the corporation as collateral and security for any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or modifications thereof; to rediscount with the Bank, bill receivable of the corporation; and to execute any mortgages, deeds of trust, security agreements, assignments, or other security instruments as the Bank may require in order to secure this corporation's indebtedness, liabilities, and obligations to the Bank, whether now existing or hereafter created or arising, due or to become due, absolute or contingent;

6. APPLICATION OF FUNDS. *RESOLVED*, that the Bank shall be under **NO** obligation to inquire as to the application of any funds withdrawn from the above referenced deposit account, even if the withdrawal order is payable to the agent of the corporation executing it or the funds are withdrawn for personal use or credit, not to inquire as to the application of loan proceeds received from the bank by an authorized officer.

7. SERVICES AGREEMENTS. *RESOLVED*, that the following individual(s) is/are authorized to execute agreements under which Bank provides certain services:

Title	Typed Name	Signature

IN WITNESS WHEREOF, I hereunto affix my signature on this ____ day of _____, 20__

Secretary Signature:

CONFIRMATION: If these resolutions authorized the secretary to withdraw or borrow funds, please confirm below with another corporate officer's signature.

Confirmation Signature:

Confirmation Title: