



REGULAR MEETING
BOARD OF COMMISSIONERS
BELLE MEADE CITY HALL
WEDNESDAY DECEMBER 14, 2022
Commencing @ 4:00 p.m.

There will be a Regular meeting of the Board of Commissioners, with public hearing, on **Wednesday, December 14, 2022, at 4:00 p.m.** at City Hall, 4705 Harding Road, Nashville, TN for consideration of the following items:

INFO/DISC ACT PAGE

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. MINUTES –

Regular Meeting – November 16, 2022

ACT RM 1

IV. PUBLIC WORKS

1. Monthly reports

info LS 5

2. Update on Walnut Drive Stormwater Project & Culvert Repairs

info LS At meeting

3. Update on ARPA, TDOT and TDEC Grants

info BR At meeting

V. CITY SERVICES

A. Public Safety –

1. Monthly reports

info Chief 9

2. Approval of Contract with The Temple for Extra Duty Police

ACT RM 15

3. Approval of VSS Service Agreement with SCI Technologies

ACT RM 21

B. Health and Sanitation

1. Monthly reports

info LS 23

C. Building/Zoning/Planning

1. Monthly reports

info LP 27

D. Waste Collection – NO MATTERS

E. Beautification/Landscape –

1. Monthly report by Laura Katherine Wood

info LKW At meeting

Board of Commissioners Meeting
December 14, 2022

INFO/DISC ACT PAGE

F. City Communications – NO MATTERS			
VI. ADMINISTRATION			
A. Finance			
1. Financial Statements – October 2022	info	LM	31
2. Investment Schedules	info	LM	39
3. Approval of Invoices Over \$5,000	ACT	RM	43
4. Approval of FY 21-22 Financial Audit Report	ACT	RM	
B. Facilities			
C. Human Resources / Personnel			
VII. LEGISLATION			
1. Ordinance 2022-6, Amending Section 12-101(1) of the Belle Meade Municipal Code to Adopt the 2018 International Residential Code In Place of the 2015 International Residential Code, on second reading	ACT	RM	57
2. Resolution 2022-011, To Establish an Updated Occupational Safety And Health Program Plan, Devise Rules and Regulations, and to Provide For a Safety Director and the Implementation of Such Program Plan.	ACT	RM	59
VIII. OTHER MATTERS – NONE			

The next scheduled meeting of the Board of Commissioners will be **Wednesday, January 18, 2023**, at Belle Meade City Hall 4705 Harding Road Nashville, TN.

BY ORDER OF THE MAYOR


Beth Reardon, City Manager

City of Belle Meade
Board of Commissioners Meeting
Belle Meade City Hall
November 16, 2022

Call to Order

The meeting was called to order by Mayor Rusty Moore at 4:00 p.m.

Commissioner's present

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

Staff members present

Beth Reardon, City Manager	Charles Williams, Chief of Police
Leigh Mills, Director of Finance & HR	Larry Smith, Public Works
Director Lyle Patterson, Building Official	Rusty Terry, City Recorder
Mack Mangrum, Lieutenant Belle Meade Police	Doug Berry, City Attorney

I. Pledge of Allegiance - led by Mayor Rusty Moore

II. No Public Comment

Recognition of City Manager Beth Reardon

In honor of her 32 years of service City Manager Beth Reardon was recognized by Mayor Rusty Moore during the unveiling a plaque to hang in what will now be called Beth Reardon Municipal Hall.

III. Minutes

- Regular Meeting October 19, 2022
- Special Meetings October 19 & 20, 2022
- Special Meetings October 25 & 26, 2022
- Special Meeting November 2, 2022

Motion to approve October Regular and Special Meeting Minutes:
Dale Vote: All aye

Hunt Second:

IV. Commissioners' Oath of Office

City Recorder Rusty Terry administered the oath of office to the recently elected Belle Meade City Commissioners - Louise Bryan, Neal Clayton and Rusty Moore.

Following the administration of the Oath of Office, Rusty Moore recognized Bob Weigel thanking him for his eight years of service on the Belle Meade Board of Commissioners.

V. Election of Mayor & Vice-Mayor

Haley Dale nominated Rusty Moore for the office Mayor
Second: Bryan Vote: All aye

Louise Bryan nominated Haley Dale for the office of Vice-Mayor
Second: Moore Vote: All aye

VI. Public Works - Larry Smith

1.Monthly Reports - No questions

2.Estimates for Tree Removal - Canterbury Drive

Public Works Director Larry Smith stated that two trees in the right-of-way on Canterbury Drive at the edge of the street are buckling and cracking the pavement. Smith recommends using The Parke Company. Payment would come from the State Street Aid Fund since this tree is in the right-of-way and would qualify for street and right-of-way maintenance expenditures.

<u>CONTRACTOR</u>	<u>REMOVAL & STUMP GRIND</u>
Parke Company	\$3,100.00
Magnolia Tree	\$3,500.00
Druid Tree Service	\$3,950.00

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

3.Bid Results - Snow & Ice Removal Contract

At 10:00 a.m. on Monday, November 14, 2022, the City held a public bid opening for its Snow and Ice Removal Contract. Six contractors were notified of the bid specifications by Director Smith, it was advertised in a local paper and posted on the Vendor Registry website. Only one contractor submitted a bid, Sammie Gibbs Construction. This contractor has had the Snow & Ice Removal Contract with the City since 2008 and has not had a price increase since 2016. Unit pricing for equipment, labor & materials averaged about a 20% increase. The contract is for two years with the option to extend for (2) one-year periods. Smith and Reardon recommend the contract.

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

4.Update on Grants - TDOT, TDEC and ARPA

City Manager Beth Reardon updated commissioners on the TDOT Multimodal Sidewalk Grant noting they hoped to have the contract for engineering consulting services with Benesch ready for consideration at the December Commissioners meeting. Reardon also provided an update on the TDEC and ARP Grant, noting that it has been submitted and TDEC would notify applicants if the grant is awarded or needs revisions. Reardon reviewed the projects the grant will be applied to noting the city will be providing a 35% co-fund match. Reardon also provided information on the GOGov Citizen Alert App process, advising commissioners that a name is needed for the app.

VII. City Services

A. Public Safety - Chief Williams

1. Monthly Reports - No questions

Statistics Summary July 2022

<u>432</u> Citations Issued	<u>7</u> Traffic Crashes	<u>27</u> Alarms
<u>0</u> Burglary	<u>2</u> Theft of Property	<u>12</u> Arrests

License Plate Recognition (LPR) Report

<u>6</u> - Stolen Vehicles	<u>0</u> - Stolen License Plates
<u>0</u> - Missing Person	<u>1</u> - Wanted Person

1. Purchase of Digital Ally Police In-Car Cameras

The In-Car Video System in several police units are no longer functioning. These cameras are now obsolete. Utilizing THSO grant money, Chief requested purchasing five new systems to replace our outdated ones. This purchase will be reimbursed to the city in February 2023.

The purchase will be made through federal contract #GS-07F-095CA, which relieves the city of the requirement to obtain competitive bids. The camera installation will be completed in-house and will alleviate any other up-fitting charges.

(5) Digital Ally DVM-800 Complete Kit, V2 LITE	12,680.85
(5) Activation Fee	150.00
(5) Wi-Fi Package Adapter	366.50
(5) Freight	150.00
<hr/>	
Total Equipment Cost	\$13,347.35

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

Chief Williams informed the commissioners that he had applied for funds from the Violent Crime Intervention Fund that Governor Lee had passed. The city is eligible for approximately \$70,000. The grant will be filed in January; funds should be available in March and would be used to purchase additional LPR cameras.

B. Health and Sanitation

1. **Monthly reports** - No questions

C. Building/Zoning/Planning

1. **Monthly reports** - reviewed by Lyle Patterson

<u>12</u> Permits Issued	\$13,927,332.00 estimated construction cost
<u>2</u> Permit Closed	
<u>2</u> Grading/Soil/Disturbance Permits	
<u>0</u> Stormwater Complaints Filed	

D. Waste Collection - No matters

E. Beautification/Landscape - No report

F. City Communications - No matters

VIII. ADMINISTRATION

A. Finance

1. **Financial Statements** - September 2022 - reviewed by Leigh Mills
2. **Investment Schedules** - Reviewed by Leigh Mills
3. **Approval of Invoices over \$5,000**

CEC	\$18,817.06
Commonwealth Chemical Inc	24,600.00
LSI	5,070.00
Sessions Paving Co.	30,000.00
SkyCop, Inc	5,239.00
Straeffer Pump & Supply Inc	5,577.94
Wascon Inc	8,006.62
Wascon Inc	8,656.78
WEX Fleet Universal	6,342.54

Motion to approve invoices over \$5,000: Hunt Second: Dale Vote:
All aye

C. Human Resources / Personnel - No matters

IX. LEGISLATION

1. Ordinance 2022-6, Amending Section 12-101(1) of the Belle Meade Municipal Code to Adopt the 2018 International Residential Code In Place of the 2015 International Residential Code, on first reading

Motion to approve Ordinance 2022-6 on first reading: Dale Second: Bryan
Vote: All aye

OTHER MATTERS

Mayor Moore provided an update on the Santa Firetruck event noting the stops in Belle Meade on December 10.

Outgoing Commissioner Bob Weigel thanked commissioners that he had served with during his eight years, noting it had been a honor to serve. Weigel recognized past commissioners and mayors as well as the current Board of Commissioners.

Meeting adjourned at 5:02 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

City of Belle Meade - Public Works Department

Activity Report

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
11/1/2022	Resident complains that a landscaping truck drove through his yard.	David Taber	509	Park Center	615-579-2804	Larry	Spoke with landscaping company & they made the necessary repair to the yard.	11/2/2022
11/1/2022	A tree in the City has split & possibly ready to fall.		515	Lynwood Blvd.		Larry & Nathan	Spoke to The Parke Co. who removed the tree.	11/1/2022
11/4/2022	All American flags were installed on Belle Meade Blvd.			BM Blvd.		Nathan & Dylan	Job complete.	11/4/2022
11/8/2022	A "Left Lane for Passing and Turning Only" sign located on the Blvd fell.			BM Blvd.		Larry	The sign was put back in place.	11/8/2022
11/8/2022	A vehicle hit a sign post & the horse sign had some damage to it.			West Tyne / BM Blvd.		Larry & Dylan	The sign was repaired & put back in place.	11/8/2022
11/9/2022	The overgrown grass on the side of the road by the creek on Chancery was weeded.			Chancery Ln		Dylan	Job complete.	11/9/2022

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
11/9/2022	All "Left Lane for Passing and Turning Only" signs were removed from the Blvd.			BM Blvd.		Dylan	Job complete.	11/9/2022
11/10/2022	Metro Water repaired a water line & left a big hole.		438	Lynwood Blvd.		Larry	Contractor confirmed that Metro Water would fill the hole.	11/10/2022
11/11/2022	Street light out on BM Blvd. @ Island 30.		828	BM Blvd.		Larry	Reported pole #11416120 to NES.	11/10/2022
11/15/2022	Polished the wood in the Municipal Hall.					Larry, Nathan & Dylan	Job complete.	11/15/2022
11/16/2022	Replaced a ballast in the City's kitchen light.		4705	Harding Rd		Dylan	Job complete.	11/16/2022
11/16/2022	All American flags were removed from the Blvd.			BM Blvd.		Nathan & Dylan	Job complete.	11/16/2022
11/21/2022	Street sign @ Canterbury Dr & Nichol Ln that was hit by a vehicle was straightened.			Canterbury / Nichol		Nathan & Dylan	Job Complete.	11/21/2022

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
11/22/2022	A shrub causing site problem for drivers was trimmed back.		701	Lynwood Blvd.		Larry	Job complete.	11/28/2022
11/23/2022	Street light out @ the corner of Westview Ave. & Sunnybrook Dr.		4412	Shepard Pl		Larry	Reported pole #11406064 to NES. (previously reported).	11/23/2022
11/30/2022	Christmas wreaths were installed throughout the City.					Nathan & Dylan	Job Complete.	11/30/2022

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Board of Commissioners Meeting
Police Department Statistical Summary
November 2022 =

Call Type	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
Alarms	44	24	42	26	23	27	21
Arrests	8	9	10	10	12	9	3
Burglary	0	0	4	0	0	0	2
Citations Issued	371	319	358	380	392	432	500
Community Contacts	279	205	214	232	203	215	197
Fingerprint Customers	39	33	22	45	25	30	16
House Checks	376	786	1,133	732	460	500	475
LPR Camera Hits	5	10	9	8	7	15	5
Non-Residential Checks	970	792	927	927	859	849	833
Reports Taken	19	24	20	25	21	17	18
Theft of Property	3	3	3	3	2	3	1
Traffic Crashes	8	11	2	15	4	7	4
Total Patrol Miles	11,194	8,954	10,120	10,253	9,524	9,215	9,757
P.D. Monthly Revenue	\$14,517.99	\$23,842.54	\$24,605.12	\$28,062.22	\$27,960.28	\$29,374.72	\$28,792.39

**Belle Meade Police Department
Monthly Statistics**

November 2022

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	11	16	12	4	5	2				3	1	35	28	515
Cloxtan	16	25	14	2	29	1		1				42	112	945
Cortez	11	4	7	2		1						57	89	683
Doty	15	30	73	52	1	3	1		1			33	96	1,158
Germany	16	40	50	18	32					3		31	40	625
Linane	7	21	21	3		1						30	80	738
Parrish	19	17	16	1	5							55	88	718
Read	21	102	78	16	48	4	1	1	1	1		21	69	763
Roark	22	110	82	59	60					5		46	28	1113
Samol	19	22	13	4	5	3			1			29	99	692
Scarborough	24	24	19	5	3	2				1		62	8	894
Wright	12	20	18	6	9	1				3		34	96	621
Yokley		69	57	16										292
Totals:	193	500	460	188	197	18	2	2	3	16	1	475	833	9,757

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

Nov-21	1669.162	166.018	144.424	17.511	0.000
Dec-21	1599.177	196.010	158.173	0.000	4.480
Jan-22	1630.121	269.539	209.728	17.835	0.000
Feb-22	1425.826	184.246	170.107	17.940	0.000
Mar-22	1700.835	214.205	181.651	18.584	9.760
Apr-22	1594.043	210.328	190.743	0.000	6.430
May-22	1943.287	218.583	179.974	37.354	3.839
Jun-22	1626.588	163.442	197.415	18.210	0.000
Jul-22	1646.776	200.128	188.617	0.000	16.390
Aug-22	1896.836	164.706	170.166	31.983	26.430
Sep-22	1600.605	196.001	179.661	0.000	0.000
Oct-22	1594.432	142.944	189.274	17.031	11.477
Nov-22	1655.465	130.449	203.946	18.026	0.000

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

Nov-21	\$ 4,796.88	\$ 476.95	\$ 404.45	\$ 51.52	\$ -
Dec-21	\$ 4,366.39	\$ 547.70	\$ 430.04	\$ -	\$ 12.74
Jan-22	\$ 4,921.91	\$ 846.85	\$ 637.30	\$ 55.58	\$ -
Feb-22	\$ 4,580.74	\$ 588.63	\$ 576.03	\$ 60.78	\$ -
Mar-22	\$ 6,651.32	\$ 822.18	\$ 693.03	\$ 75.94	\$ 39.92
Apr-22	\$ 6,058.70	\$ 771.96	\$ 706.72	\$ -	\$ 25.65
May-22	\$ 7,850.27	\$ 883.33	\$ 727.79	\$ 154.24	\$ 14.83
Jun-22	\$ 7,153.95	\$ 721.18	\$ 845.93	\$ 82.24	\$ -
Jul-22	\$ 6,591.10	\$ 803.81	\$ 755.18	\$ -	\$ 68.13
Aug-22	\$ 6,453.35	\$ 562.48	\$ 552.21	\$ 114.77	\$ 85.17
Sep-22	\$ 5,033.81	\$ 600.83	\$ 534.55	\$ -	\$ -
Oct-22	\$ 5,209.15	\$ 456.07	\$ 587.56	\$ 53.55	\$ 36.21
Nov-22	\$ 5,319.13	\$ 402.71	\$ 607.66	\$ 59.41	\$ -

LPR REPORT – NOVEMBER 2022

Wanted Persons - 1

Officers located and stopped the vehicle. The wanted subject was not in the car.

Missing Persons - 1

1- Officers located and stopped the vehicle. The driver was an elderly female who was confused about where she was and was attempting to get back home. Officers contacted family members and they came to pick her up.

Stolen Vehicle - 3

1- Officers could not locate.

1- Officers located and attempted to stop the vehicle, but the driver refused to stop. Officers did not pursue due to public safety and department policy and Metro was advised of last known location.

1- Officers located the vehicle, but the driver sped when he observed police in the area and left the city. Officers notified metro.



Police Department Monthly Report November 2022

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: November 9 2022 to December 05 2022

NEW CASES ASSIGNED

22-0275 Aggravated Burglary Resident returned home to find a man in her home.

22-0286. Aggravated Burglary Residents returned home and found their home had been burglarized.

22-0245 Identity Theft Mail was stolen from the Green Hills Post Office and a Belle Meade residents identity was compromised.

ASSISTING OTHER AGENCIES

Brentwood Police Department. Assisting in on-going home burglary cases.

Metro Police Department: Assisted with auto burglary investigations. As stated in last months report we are continuing working with Metro and other agencies involving multiple home burglary cases closely located to the City of Belle Meade.

Fairfax County Virginia Sheriff's Office: Assisted with home burglary investigations.

Hillsboro County Florida Sheriff's Office Assisted with LPR questions concerning equipment being used by the Belle Meade TN Police Department

Assisting Residents.

Assisted Resident in alarm system evaluation. Found several concerns that Resident will have corrected.

LPR matters: An experimental LPR was installed on Lynwood Terrace. The installation of this device was a simple procedure of digging a hole, installing a pole and mounting the device. The material cost was less than \$850.00 and installation time was less than one hour. This LPR is provided by Genetec to be beta tested by the Belle Meade Police and will provide historical data for investigation purposes. The device has captured 64,643 reads in the last 22 days.

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**Contract Between the City of Belle Meade and
Temple Congregation Ohabai Sholom
For Extra Duty Police Services**

This contract is entered into on this December _____, 2022, by and between the City of Belle Meade, Tennessee, a satellite city within Davidson County, acting by and through the Chief of Police of the Belle Meade Police Department (hereinafter "BMPD"), and the Temple Congregation Ohabai Shalom (hereinafter "Contractor"). The authority of BMPD shall be exercised by the Chief of Police and/or his designee.

1. **Authority.** This contract is executed pursuant to the Belle Meade Police Department's Secondary Employment Policy, which authorizes the Chief of Police or his/her designee to contract with private entities to assign extra-duty to police officers who have volunteered to work additional duty in an on duty status to provide security services at certain events or activities, to equip these extra-duty police officers with police vehicles during such events or activities if, in the opinion of the Chief of Police, or his designee, the use of police vehicles will be better protect the public or the officers, and police vehicles are available for such use.
2. **Event/Activity/Termination Date.** BMPD shall assign police officer(s) and police vehicle(s), as requested, available, and as deemed appropriate by BMPD, to provide security or traffic control services at the activity or the event at the dates and times requested. This contract shall terminate at the end of the **30th day of June 2023.**
3. **Designated Contact Information.** Inquiries by the Contractor shall be directed to BMPD secondary employment Lieutenant Mack Mangrum-office telephone 615-297-0241 or email mmangrum@citybellemeade.org. Lt. Mangrum can be reached after hours at 615-670-6030.
4. **Supervision of Officers.** While Contractor might generally plan the work to be done under this contract, it shall not impose itself within BMPD's chain of command. Officers shall be under the direction of BMPD and shall comply with all orders, rules, and regulations of BMPD while assigned to work under this contract. No provisions of this contract shall be interpreted as conflicting with the customary policy and procedures of BPMD with regard to supervision, chain of command, or other authorities. Officers will only engage in police related duties.
5. **Place of Performance.** Services under this contract will be provided only within Davidson County within jurisdiction of the Belle Meade Police Department.
6. **Availability- Officers/Vehicles.**
 - a. This contract does not guarantee the availability of officers, whose participation is on a volunteer basis and in accordance with BMPD policies, or vehicles or other equipment but rather specifies the terms and conditions of the assignment of officers and vehicles under this contract. The Chief of Police and or his designee have the discretion to

determine the number of police officers, the type of supervision, the number of police vehicles, and any other equipment that will be provided. BMPD shall notify the Contractor as soon as practical in the event that 1) fewer police officers and/or vehicles and or other equipment they requested are available for assignment or 2) the Chief of Police and/or his designee determines that for reasons of safety and security additional officers or vehicles or other equipment shall be assigned an event or activity at Contractors expense. "Other equipment" means equipment other than that ordinarily used by a patrol officer, and when a vehicle is assigned," other equipment" includes equipment other than that ordinarily carried in/on the assigned vehicle.

- b. BMPD shall schedule and authorize in advance all extra duty police hours worked under this contract. Contractor is expressly prohibited from scheduling officers to work additional shifts under this contract. This does not prevent the Contractor from requesting an officer to the work up to four (4) hours past the end of this shift that was scheduled by the original employment; however, any additional hours at the end of a scheduled shift that will or may exceed four (4) hours must be approved by the secondary employment Lieutenant in advance.
 - c. In the event of an emergency of sufficient severity or magnitude as determined by the chief or his designee, the Chief of Police or designee reserves the right to return to regular service any officers and or equipment provided under this contract, and no claim for damage may be made for same. If replacements are not available, Contractor will only be charged for the services and or equipment provided the four (4)-hour minimum will not apply.
7. **Compensation - Services.** In consideration for the services provided under this contract, Contractor shall pay Belle Meade Police Department at a rate in effect on the day that service is provided. Rates are subject to change and charges will be based upon the rates in effect at the time services are provided. All hours worked by officers under this contract will be billed according to rate specified in attachment A or the most recent rate attachment. In the event that a revised rate attachment is issued, the Contractor will be notified in writing via US mail and given a 30-day notice prior to the implementation of any rates other than those indicated the original contract. In the event the Contractor cancels a scheduled shift with less than eight (8) hours prior notice, the Contractor will be billed the four (4)-hour minimum charge. The charge for the vehicle(s) may occur. Cancellations for weather related reasons (heavy rain, snow, etc.) shall require a four-hour notice. A comparable charge for vehicle(s) shall be imposed where appropriate. Determination of cancellation being weather related or not shall be left to the discretion of the Lieutenant. Contractors not giving at least a four-hour notice for weather related cancellations will be billed for a four (4)-hour minimum. In the event the Contractor cancels the scheduled shift with less than four (4) hours prior notice for a weather-related reason, the contract will be billed for a four (4)-hour charge for the vehicle if the cancelled shift included a vehicle.

NOTE: It shall be the responsibility of the Contractor to contact the secondary employment Lieutenant when officers do not report to assignments as scheduled.

8. **Compensation- Civil Court Appearances.** Services provided under this contract shall include appearances by officers to provide testimony on behalf of Contractor during civil proceedings arising out of incidents occurring while an officer was assigned to provide services for Contractor under this contract. Contractor is responsible for the officer's time and civil cases where the officer's testimony is not related to his or her law enforcement authority. This includes, but is not limited to, cases where the officer witnesses slip and fall incident at the Contractor's location, and cases where the officers needed to testify in a workers compensation matter. In the event of any such appearance, Contractor shall notify BMPD as soon as possible, in advance, of the officer's name, and the date and the time of said appearance. Contractor shall reimburse the City of Belle for such appearances at the hourly rate provided in this contract, with a minimum of two (2) hours per officer per day.
9. **Form of Payment.** All payments may be made by credit card online or check made payable to the City of Belle Meade. Payment shall be mailed to the City of Belle Meade at 4705 Harding Rd Nashville TN, 37205. Contractor shall not make payments to the officer. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the check plus any applicable fees. The use of a check or credit card for payment is the Contractor's acknowledgement and acceptance of this policy and its terms and conditions.
10. **Interest On Past Due Accounts.** In the event there remains any unpaid balance on any account established under this contract, Contractor shall pay interest and the rate of 5% per annum on all balances due if the invoice is not paid in full within thirty (30) days of the billing date of the invoice. The Belle Meade Police Department reserves the right to stop services on accounts with balances more than thirty (30) days outstanding.
11. **Termination.** BMPD or Contractor may terminate this contract at any time upon fourteen (14) days written notice to the other party. Should Contractor fail to fulfill in a timely and proper manner its obligation under this contract, or it should violate any of the terms of this contract, BMPD should have the right to immediately terminate the contract. BMPD shall also have the right to immediately terminate the contract if the Contractor, or any person or entity being provided with services pursuant to this contract, engages in any illegal activity. Such termination shall not relieve Contractor of any liability to BMPD for damages sustained by virtue of any breach by Contractor. This contract shall supersede all previously dated contracts.
12. **Compliance With Laws.** The parties agree to comply with any applicable federal, state, local laws and regulations.
13. **Notices.** Notices to Belle Meade shall be sent to the City of Belle Meade, 4705 Harding Pike Nashville TN 37205. Notices to Contractor shall be sent to Temple Congregation Ohabai Shalom, 5015 Harding Pike Nashville TN 37205
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out

- in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or exercise any right or remedy available to it in the event of any other default.
 16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off any individual due to race, creed, color, national origin, age, gender, or that which is in violation of applicable laws concerning the employment of individuals with disabilities.
 17. **Gratuities and Kickbacks/Contingent Fees.** Contractor hereby represents that Contractor has not been retained to, or retained any persons to solicit or secure a Belle Meade contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, and that Contractor has not offered, given, or agreed to give any Belle Meade employee or former employee a gratuity or an offer of employment in connection, in any matter, with this contract.
 18. **Indemnification and Hold Harmless.** Contractor shall identify and hold harmless the City of Belle Meade, its officers, agents, and employees, from any claims, damages, costs, and attorney's fees, for injuries or damages arising, in part or in whole, from the negligent or intentional acts of omissions of Contractor, its officers, employees, and or agents including its sub or independent Contractors (other than Belle Meade), in connection with the performance of the contract.
 19. **Attorney Fees.** In the case of failure of Contractor to perform any of the terms and conditions of this contract, Contractor agrees to pay to the City of Belle Meade the cost and expenses of enforcing this contract, including a reasonable sum for attorney's fees, whether suit be brought or not.
 20. **Assignment-Consent Required.** Neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City of Belle Meade. Any such assignment or transfer shall not release Contractor from its obligations hereunder.
 21. **Entire Contract/Modification.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligation of the parties. This contract may be modified only by written amendment executed by all parties and their signatories hereto.
 22. **Governing Law and Venue.** This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee.
 23. **Severability.** Should any provision of this contract may declare to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

24. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City of Belle Meade. When it has been so signed, this contract shall be effective as the date at first written above.

The City of Belle Meade

CONTRACTOR: Temple Congregation
Ohabai Shalom
Tax ID: 14-91434496

Mayor Rusty Moore

By: _____
Signature

City Recorder Rusty Terry

Print Name

Chief of Police Chuck Williams

Date

Date

APPROVED AS TO FORM AND LEGALITY:

Douglas Berry
Belle Meade City Attorney

Date

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SERVICE AGREEMENT WITH SKYCOP, INC.

SkyCop will provide the following services to City of Belle Meade, TN effective January 21__, 2023. This agreement will be in effect for a period of 1 (one) year. Annual renewal notices will be sent 30 days prior to end of contract date.

- Verifies network connectivity
- Recording State
- Camera Function
- Hard drive status

In the event of a failure in any of the areas listed above, SkyCop will notify the police dispatcher as soon as possible as to the nature of the failure and the proposed remedy (service work to be done remotely or on-site service required). The dispatcher shall then notify CHIEF OF POLICE and Investigator Sexton. SkyCop will notify the police dispatcher as to the nature of the failure at time of hourly poll via email or SMS. To keep the cost down this is done programmatically using standard templates.

Online diagnostics

Includes diagnosing the issue and conducting the appropriate repair from a remote location.

**Service Requests should be emailed to the
service@skycopinc.com**

Yearly maintenance of the enclosure includes.

- Clean camera lens
- Apply dielectric grease where needed
- Check mounting straps and bracket of enclosure
- Check equipment inside enclosure for damage caused by insects or nature.
- Check all wiring connections.
- Re-adjustment of cameras
- Re-focusing LPR cameras if needed.
- On line support when applicable.

Perform Software or Firmware upgrades on:

- Cameras
- Recorder
- IP switch
- Router
- LPR
- **Also included is LPR
cloud managed services,
LPR connections and
licensee fees services.**

All maintenance and upgrades will be documented and available at city's choice via email/sms/client portal.

Not to exceed 12 on-site service calls per year.

- An on-site service call is defined by sending technician/s to Belle Meade for requested or warranty issues. Technician/s can perform multiple service issues during the same visit which would be considered only (1) on-site service call. Each on-site visit shall not last more than 8 hours unless more time is needed by Skycop to resolve the original issue.
- Our goal is to not exceed the 12, however if more are required the following rates apply:
 - Trip charge - \$1850
 - Senior tech daily rate - \$125 per hour
 - Technician daily rate - \$95 per hour
 - Equipment charge – Bucket Truck \$600 per day

Parts discount of 15%

3 business day turnaround for onsite service calls.

1 day business turnaround for Emergency “high read” camera locations regarding LPR reads listed below:

- 1.
- 2.

New technology software could be available for installation providing all costs associated with licensing and applicable fees are paid by customer.

Exclusions:

- Acts of vandalism or any damage resulting from an unintentional act.
- Acts of nature.
- Customization or changes in the original setup of the equipment.
- All parts.
- Any service call relating to power being interrupted at the pole or cellular communications network failure.

Total Cost: \$42,500

CUSTOMER:

SKYCOP, INC.

Name_____

Name_____

Title_____

Title_____

Signature_____

Signature_____

Date:_____

Date:_____

SkyCop Inc.

3736 Getwell Cove ▪ Memphis, TN 38118 ▪ (901) 410-2151 Fax (800) 208-0863

www.skycopvideo.com

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
11/11/2022	1201	Canterbury Dr	Dylan Hood	Start Up	Start Up	<input checked="" type="checkbox"/>		WHH819497 WHH818891	New Construct
11/2/2022	4401	Georgian Pl	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/>	Replaced Pump	WGL 20-21	Replacement
11/4/2022	533	Jackson Blvd	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/>	Replaced Pump 10709365	WGL 20-21	Replacement
11/7/2022	1206	Nichol Ln	Dylan Hood	Start Up	Start Up	<input type="checkbox"/>		WHH819508 WHH218887	New Construct
11/7/2022	403	Sunnyside Dr	Dylan Hood	Odor	Burnt wired in J box	<input checked="" type="checkbox"/>	Pulled new wires		
11/9/2022	4401	Herbert Pl	Dylan Hood	Odor	Internal issues	<input checked="" type="checkbox"/>			
11/12/2022	4417	Harding Pl	Dylan Hood	Red Light	Breakers were tripped in control box	<input checked="" type="checkbox"/>			
11/15/2022	4308	Harding Pl	Dylan Hood	Backing Up	Bad 1 amp fuse	<input checked="" type="checkbox"/>	Replaced 1 amp fuse		

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
11/15/2022	319	Lynwood Blvd	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/> Replaced Pump		WH799599	Replacement
11/19/2022	4433	E. Brookfield	Dylan Hood	Red Light	Bad Pumps, EQD, and Light Bulb	<input checked="" type="checkbox"/> Replaced all		WH799596 WH799600	Replacement
11/21/2022	1	Lynwood Ln	Dylan Hood	Red Light	T/R 244 10.1	<input checked="" type="checkbox"/>			
11/21/2022	414	W Brookfield A	Dylan Hood	Red Light	T/R 240 10.2	<input checked="" type="checkbox"/>			
11/22/2022	402	W Brookfield A	Dylan Hood	Backing Up	Plugged splitter	<input checked="" type="checkbox"/> Unplugged the splitter			
11/23/2022	110	Belle Meade B	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/> Replaced Pump 10749510		WGL20-21	Replacement
11/23/2022	4440	Shepard Pl	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/> Replaced Pump 10749509		WGL20-21	Replacement
11/24/2022	315	Walnut Ave	Dylan Hood	Red Light	floats were hung on the pump	<input checked="" type="checkbox"/> Moved the float bracket			
11/24/2022	28	Lynwood Lane	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/> Replaced Pump		WH609537	Replacement

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
11/25/2022	4316	Sunnybrook Dr	Dylan Hood	Backing Up	T/R 244 10.4 Bad light bulb	<input checked="" type="checkbox"/> Replaced light bulb			
11/26/2022	919	Westview Ave	Dylan Hood	Red Light	Bad Pump	<input checked="" type="checkbox"/> Replaced Pump		WH801205	Replacement
11/28/2022	514	Park Center A	Dylan Hood	Seeping	Bad bulb and start cap	<input checked="" type="checkbox"/> Replaced bulb and start cap			
11/28/2022	4407	Iroquois Ave	Dylan Hood	Backing Up	Bad board and pump	<input checked="" type="checkbox"/> Replaced both		WH799601	Replacement

City of Belle Meade

November TN One Calls

ticketId	workStreet	workdonefor
8119582	LYNNWOOD BLVD	NDOT
8120917	IROQUOIS AVE	KIM CRAFTON
8123809	ROYAL OAKS DR	PIEDMONT
8123823	HARDING PIKE	PIEDMONT
8125766	PARK HILL DR	LYLE FINLEY
8125857	LYNNWOOD BLVD	COMCAST
8127087	CANTERBURY DR	CASTLE HOMES
8127098	CHICKERING LANE	COSTELLO CONSTRUCTION
8129360	LYNNWOOD BLVD	TRACE CONSTRUCTION
8129368	HARDING PIKE	JOSH LEEFEVER CONSTRUCTION
8129385	WEBSTER LN	ANDREWS WOOD WORK
8129565	JACKSON BLVD	PYNE RES
8129568	LYNNWOOD BLVD	TRACE CONSTRUCTION
8130322	HARDING PL	COWAN
8133567	CHICKERING RD	COMCAST
8134368	NICHOL LN	HOMEOWNER
8134395	NICHOL LN	CATALYST BUILDERS
8136199	LYNNWOOD BLVD	PIEDMONT
8136343	BELLE MEADE BLVD	DOUGLAS LANDSCAPE & TRUCKING
8139121	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
8139452	LYNNWOOD BLVD	JORDAN THOMPSON
8140152	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
8142038	CANTERBURY DR	CASTLE HOMES
8142059	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
8142321	HARDING PL	MATT AND SILE COWAN
8142334	GEORGIAN PL	BO AND DEBBIE SEGERGS
8143312	HOWELL PL	JAMES HUNDLEY
8143469	HARDING PL	LIN HOWARD
8143866	BELLE MEADE BLVD	PIEDMONT
8144359	ROYAL OAKS DR	COMCAST
8144806	HARDING PL	RICHLAND
8145987	PADDOCK LN	MONTGOMERY CLASSIC CONSTRUCTION
8149533	GLEN EDEN DR	HOMEOWNER
8151565	TYNE BLVD	KENT CAPPS

Building Permit Summary Report

Issued Between 11/1/2022 And 11/30/2022

Permit #	Job Address	Owner	Contractor	Est. Const. Cost	Permit Fee	Status
6202	4310 GLEN EDEN	FRITH, EMILY	THE MARCHETTI CO.	\$358,000.00	\$2,008.00	Open
<u>Work Type:</u> Alteration - Interior, Deck, Addition						
6203	210 LYNWOOD BLVD.	LABORDE, CREGAN	B D CONSTRUCTION	\$25,380.00	\$307.00	Open
<u>Work Type:</u> Driveway						
6204	501 WESTVIEW AVE.	PHILLIP, OLIVER	2BI BUILDS LLP	\$28,000.00	\$331.00	Closed
<u>Work Type:</u>						
6205	311 JACKSON BLVD.	ORR, JEFF	OAK GROVE OUTDOOR LIVING	\$75,000.00	\$425.00	Open
<u>Work Type:</u> Repair						
6206	515 BELLE MEADE BLVD.	HARTZLER, JOSH	NASHVILLE LANDSCAPE SYSTEMS	\$15,000.00	\$227.00	Open
<u>Work Type:</u> Driveway						
6207	607 BELLE MEADE BLVD.	PAYNE, ERIKA	ERIKA PAYNE	\$64,495.00	\$400.00	Open
<u>Work Type:</u> Driveway						
6208	809 LYNWOOD BLVD.	MILLER, ALASTIR	CRESTLINE BUILDERS	\$105,000.00	\$496.00	Open
<u>Work Type:</u> Alteration - Interior						
Number Of Permits: 7				Total: \$670,875.00	\$4,194.00	

Building Permit Summary Report

Permit #	Job Address	Owner	Contractor	Est. Const. Cost	Permit Fee	Status
6204	501 WESTVIEW AVE.	PHILLIP, OLIVER	2BI BUILDS LLP	\$28,000.00	\$331.00	Closed
<u>Work Type:</u>						
Number Of Permits: 1				Total: \$28,000.00	\$331.00	

PERMIT TOTALS January 1, 2022- October 31, 2022

<u>YEAR</u>	<u>TOTAL # PERMITS</u>	<u>PERMIT VALUE</u>	<u>PERMIT FEE</u>
2021	150	73,787,523	351,538.00
2022	107	<u>65,249,109</u>	<u>373,528.00</u>
Same time last year		\$ 8,538,414	\$ +21,990.00

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City Of Belle Meade - General Fund					
Condensed Financial Statement - (Budget vs Actual)					
October 31, 2022					
	Fiscal	YTD	YTD	YTD	YTD
	2023	2023	October-22	Actual vs	Actual vs
	Budget	Budget	Actual	Budget	Budget
Operating Revenue					
Property and other taxes	\$ 3,277,516	\$ 818,254	\$ 770,787	\$ (47,467)	0%
Mixed drink taxes	50,000	12,500	17,052	4,552	36%
Permits and fees	454,000	151,333	202,250	50,917	34%
State sales taxes	309,468	77,367	81,342	3,975	5%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	29,274	7,319	8,720	1,401	19%
Franchise taxes	75,000	25,000	18,340	(6,660)	-27%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	297,872	297,872	-	(297,872)	-100%
Public safety charges	30,000	10,000	31,595	21,595	216%
Stormwater User Fee	303,266	252,722	272,835	20,113	8%
Court fines and costs	234,916	78,305	96,682	18,377	23%
State beer tax	1,310	328	720	393	120%
State-city streets	5,102	850	1,329	478	56%
Sports betting tax	4,182	349	1,008	660	189%
Other revenues	909,325	-	1,279	1,279	0%
Interest earnings	61,620	20,540	80,889	60,349	294%
Net Change in Value of Investments	-	-	(60,446)	(60,446)	0%
Contributions	18,000	3,000	3,500	500	17%
	\$ 6,065,851	\$ 1,755,390	\$ 1,526,874	\$ (228,516)	702%
Operating Expenditures					
General government	\$ 1,110,443	\$ 369,481	\$ 310,997	\$ 58,484	-16%
Police	2,103,724	701,241	731,444	(30,202)	4%
Building inspection	144,764	48,255	42,181	6,074	-13%
Highways and streets	344,442	114,814	73,944	40,870	-36%
Stormwater	207,960	69,320	138,266	(68,946)	99%
Solid waste collection	594,200	198,067	222,257	(24,190)	12%
Parkways and Bldgs	136,940	45,647	56,660	(11,013)	24%
	\$ 4,642,474	\$ 1,546,825	\$ 1,575,748	\$ (28,923)	76%
Excess rev vs (exp) from Operations	\$ 1,423,378	\$ 208,565	\$ (48,874)	\$ (199,593)	626%
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	3,562,732	593,789	56,301	537,488	-91%
Net rev vs net (exp)	\$(2,139,354)	\$(384,875)	\$(104,167)	\$ 280,708	456%
Assets					
			October 31, 2022	October 31, 2021	
Cash			\$ 365,054	\$ 445,793	
Investments			9,579,150	8,302,750	
Investments - Designated			6,358,473	6,015,020	
Property taxes receivable			3,329,233	3,306,275	
Other receivables			139,771	137,285	
Other assets			68,341	65,109	
			\$ 19,840,022	\$ 18,272,232	
Liabilities and Reserves					
Payables and accrued liab			\$ 132,569	\$ 57,052	
Deferred rev - prop taxes			3,329,233	3,306,275	
Deferred rev - ARPA grant			848,007	-	
Designated reserves			6,358,473	6,015,020	
Unrestricted funds			9,275,907	8,802,545	
Revenues < expenditures			(104,167)	91,340	
			\$ 19,840,022	\$ 18,272,232	

City of Belle Meade - General Fund
Condensed Financial Statement - 4 Year Summary
October 31, 2022

	YTD October-22 Actual	YTD October-21 Actual	YTD October-20 Actual	YTD October-19 Actual	Average October 2019 to 2022
Operating Revenue					
Property and other taxes	\$ 770,787	\$ 587,668	\$ 347,235	\$ 352,170	\$ 514,465
Mixed drink taxes	17,052	20,281	8,538	9,042	13,728
Permits and fees	202,250	141,714	97,840	57,349	124,788
State sales taxes	81,342	105,017	92,148	41,639	80,036
State income taxes	-	-	-	-	-
Gross receipts - TVA	8,720	7,553	8,321	-	6,148
Franchise taxes	18,340	21,535	14,005	13,057	16,734
In lieu of tax - utilities	-	-	-	-	-
Road Maintenance Fee MOU	-	297,872	253,191	193,617	186,170
Public safety charges	31,595	20,260	-	21,098	18,238
Stormwater User Fee	272,835	85,443	92,862	97,795	137,234
Court fines and costs	96,682	87,980	38,746	65,656	72,266
State beer tax	720	704	718	722	716
State-city streets	1,329	1,811	1,927	964	1,508
Other revenues (includes grants)	1,279	67,070	90,163	2,334	40,212
Interest earnings	80,889	25,457	54,577	106,538	66,865
Net Change in Value of Investments	(60,446)	(25,568)	(25,736)	15,744	(24,002)
Contributions	3,500	29,740	550	366	8,539
	\$ 1,526,874	\$ 1,474,537	\$ 1,075,085	\$ 978,091	\$ 1,263,646
Operating Expenditures					
General government	\$ 310,997	\$ 267,664	\$ 260,684	\$ 273,645	\$ 278,248
Police	731,444	598,641	579,016	529,632	609,683
Building inspection	42,181	41,277	37,308	54,734	43,875
Highways and streets	73,944	65,156	64,466	58,213	65,445
Stormwater	138,266	134,023	115,843	126,618	128,688
Solid waste collection	222,257	169,668	188,399	146,106	181,608
Parkways and Blvds	56,660	56,602	41,102	22,813	44,294
	\$ 1,575,748	\$ 1,333,032	\$ 1,286,817	\$ 1,211,762	\$ 1,351,840
Excess rev vs (exp) from Operations	\$ (48,874)	\$ 141,505	\$ (211,733)	\$ (233,671)	\$ (88,193)
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	56,301	50,672	129,171	295,168	132,828
Net rev vs net (exp)	\$ (104,167)	\$ 91,340	\$ (340,904)	\$ (528,839)	\$ (221,021)
Assets					
Cash	\$ 365,054	\$ 445,793	\$ 213,793	\$ 123,797	
Investments	9,579,150	8,302,750	10,406,338	9,502,472	
Investments - Designated	6,358,473	6,015,020	5,009,065	4,940,000	
Property taxes receivable	3,329,233	3,306,275	1,787,609	1,308,568	
Other receivables	139,771	137,285	113,596	19,401	
Other assets	68,341	65,109	44,390	64,634	
	\$ 19,840,022	\$ 18,272,232	\$ 17,574,791	\$ 15,958,873	
Liabilities and Reserves					
Payables and accrued liab	132,569	57,052	41,615	16,243	
Deferred rev - prop taxes	3,329,233	3,306,275	1,787,609	1,308,568	
Deferred rev - ARPA grant	848,007	-	-	-	
Designated reserves	6,358,473	6,015,020	5,009,065	4,940,000	
Unrestricted funds	9,275,907	8,802,545	11,077,404	10,222,901	
Revenues < expenditures	(104,167)	91,340	(340,904)	(528,839)	
	\$ 19,840,022	\$ 18,272,232	\$ 17,574,791	\$ 15,958,873	

City of Belle Meade
Other Revenue Breakdown
As of October 31, 2022

Vending Machine proceeds/Other	\$ 301
Voting Space rental	550
Recycle Cans	79
Book Sales - "Belle Meade : A Legacy of Land, Lives and Loves"	350
Totals	<u>\$ 1,279</u>

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
October 31, 2022

	FY 2023	FY 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 163,927	\$ 84,331
Cash and cash equivalents- restricted	-	-
Investments	1,467,947	1,280,037
Receivables (net of allowance for uncollectible)	45,088	43,941
Prepays	3,597	3,427
Inventory	15,064	5,548
Total current assets	<u>1,695,623</u>	<u>1,417,284</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,059,752	6,862,235
Accumulated Depreciation	<u>(6,499,371)</u>	<u>(6,251,659)</u>
Total capital assets (net of accumulated depreciation)	<u>1,115,979</u>	<u>1,166,174</u>
TOTAL ASSETS	<u>\$ 2,811,602</u>	<u>\$ 2,583,458</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	32,168	5,019
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>32,168</u>	<u>5,019</u>
Long-term liabilities:		
Accrued leave	4,431	4,543
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,543</u>
TOTAL LIABILITIES	<u>36,599</u>	<u>9,562</u>
NET POSITION		
Change in Net Position	167,036	145,620
Net investment in capital assets	588,920	836,632
Restricted	-	-
Unrestricted	2,019,046	1,591,644
TOTAL NET POSITION	<u>2,775,003</u>	<u>2,573,896</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,811,602</u>	<u>\$ 2,583,458</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended October 31, 2022

	FY 2023 BUDGET	FY 2023 BUDGET YTD	FY 2023 ACTUAL YTD	FY 2022 ACTUAL YTD	Variance Actual vs Last Yr.
Operating revenues:					
Sewer user fees	\$ 502,091	\$ 167,364	\$ 185,768	\$ 182,168	2%
Permits	1,600	533	1,000	600	67%
Total operating revenues	503,691	167,897	186,768	182,768	2%
Operating expenses:					
Salaries	61,758	20,586	16,875	16,345	3%
Payroll Taxes	4,265	1,422	1,256	1,174	7%
Health/Dental & Life Ins.	12,527	4,176	3,974	2,704	47%
Retirement	4,461	1,487	1,305	1,348	-3%
Clothing & Uniforms	1,330	443	195	227	-14%
Education & Training	820	273	-	-	0%
Telephone, Internet	1,200	400	417	363	15%
Professional Services	15,390	5,130	1,994	1,286	0%
Insurance	5,400	1,800	1,798	1,689	6%
Repair & Maintenance Pumps	43,950	14,650	7,250	6,512	0%
Repair & Maintenance Vehicle	1,000	333	887	349	154%
Repair & Maintenance Other Equipment	1,000	333	-	-	0%
Operating Supplies	1,350	450	40	171	-77%
Chemicals	115,000	57,500	49,520	44,620	11%
Gasoline, Oil	9,560	3,187	2,183	654	0%
Consumable Tools	400	133	-	122	0%
Depreciation	250,000	-	-	-	0%
Total operating expenses	529,411	112,304	87,694	77,564	13%
Operating income	(25,720)	55,593	99,074	105,204	-6%
Nonoperating revenues:					
Interest income	250	83	10,254	82	12405%
Other income	333,323	0	-	12,500	-100%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	333,573	83	10,254	12,582	0%
Income before contributions and transfers	307,853	55,677	109,328	117,786	-7%
Contributions and transfers					
Tap and access fees	16,000	5,333	10,000	6,000	67%
Capital contributions	55,850	18,617	47,708	21,834	119%
Total contributions and transfers	71,850	23,950	57,708	27,834	107%
Change in position	379,703	79,627	167,036	145,620	15%
Net position, beginning of year					
Net position, end of year	\$ 379,703	\$ 79,627	\$ 167,036	\$ 145,620	

City of Belle Meade, Tennessee
4 Year summary
Proprietary Fund (Sewer Fund)
October 31, 2022

ASSETS	FY 2023	FY 2022	FY 2021	FY 2020
Current assets:				
Cash and cash equivalents	\$ 163,927	\$ 84,331	\$ 170,323	\$ 78,346
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,467,947	1,280,037	979,404	791,904
Receivables (net of allowance for uncollectible)	45,088	43,941	38,052	41,291
Prepays	3,597	3,427	8,689	2,994
Inventory	15,064	5,548	2,336	5,634
Total current assets	<u>1,695,623</u>	<u>1,417,284</u>	<u>1,198,804</u>	<u>920,168</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	71,723	71,723
Improvements other than buildings	555,598	555,598	454,646	454,646
Machinery and equipment	7,059,752	6,862,235	6,708,701	6,607,561
Accumulated Depreciation	<u>(6,499,371)</u>	<u>(6,251,659)</u>	<u>(6,008,191)</u>	<u>(5,759,036)</u>
Total capital assets (net of accumulated depreciation)	<u>1,115,979</u>	<u>1,166,174</u>	<u>1,226,878</u>	<u>1,374,894</u>
TOTAL ASSETS	<u>\$ 2,811,602</u>	<u>\$ 2,583,458</u>	<u>\$ 2,425,682</u>	<u>\$ 2,295,063</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	32,168	5,019	10,899	4,310
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>32,168</u>	<u>5,019</u>	<u>10,899</u>	<u>4,310</u>
Long-term liabilities:				
Accrued leave	4,431	4,543	3,412	2,640
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,543</u>	<u>3,412</u>	<u>2,640</u>
TOTAL LIABILITIES	<u>36,599</u>	<u>9,562</u>	<u>14,311</u>	<u>6,950</u>
NET POSITION				
Change in Net Position	167,036	145,620	142,029	93,444
Net investment in capital assets	588,920	836,632	1,080,100	1,329,255
Restricted	-	-	-	-
Unrestricted	2,019,046	1,591,644	1,189,242	865,414
TOTAL NET POSITION	<u>2,775,003</u>	<u>2,573,896</u>	<u>2,411,371</u>	<u>2,288,113</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,811,602</u>	<u>\$ 2,583,458</u>	<u>\$ 2,425,682</u>	<u>\$ 2,295,063</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended October 31, 2022

	October 2022	October 2021	October 2020	October 2019	4 Year
	FY Actual YTD	FY Actual YTD	FY Actual YTD	FY Actual YTD	Average
Operating revenues:					
Sewer user fees	\$ 185,768	\$ 182,168	\$ 151,892	\$ 162,530	\$ 170,590
Permits	1,000	600	3,000	400	1,250
Total operating revenues	\$ 186,768	\$ 182,768	\$ 154,892	\$ 162,930	\$ 171,840
Operating expenses:					
Salaries	\$ 16,875	\$ 16,345	\$ 14,569	\$ 13,105	\$ 15,224
Payroll Taxes	1,256	1,174	1,054	954	1,110
Health/Dental & Life Ins.	3,974	2,704	2,094	930	2,426
Retirement	1,305	1,348	1,192	1,196	1,260
Clothing & Uniforms	195	227	164	387	243
Education & Training	-	-	-	-	-
Telephone, Internet	417	363	367	313	365
Professional Services	1,994	1,286	1,286	6,351	2,729
Insurance	1,798	1,689	1,168	1,497	1,538
Repair & Maintenance Pumps	7,250	6,512	6,388	25,825	11,494
Repair & Maintenance Vehicle	887	349	243	581	515
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	40	171	125	8	86
Chemicals	49,520	44,620	51,200	51,600	49,235
Gasoline, Oil	2,183	654	516	1,045	1,100
Consumable Tools	-	122	-	114	59
Depreciation	-	-	-	-	-
Total operating expenses	\$ 87,694	\$ 77,564	\$ 80,366	\$ 103,906	\$ 87,383
Operating income	\$ 99,074	\$ 105,204	\$ 74,526	\$ 59,024	\$ 84,457
Nonoperating revenues:					
Interest income	10,254	82	828	5,722	4,222
Other income	-	12,500	25,000	1,598	9,774
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	10,254	12,582	25,828	7,320	13,996
Income before contributions and transfers	109,328	117,786	100,354	66,344	98,453
Contributions and transfers					
Tap and access fees	10,000	6,000	8,000	4,000	7,000
Capital contributions	47,708	21,834	33,675	23,100	31,579
Total contributions and transfers	57,708	27,834	41,675	27,100	38,579
Change in position	167,036	145,620	142,029	93,444	137,032
Net position, beginning of year	-	-	-	-	-
Net position, end of year	\$ 167,036	\$ 145,620	\$ 142,029	\$ 93,444	\$ 137,032

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City of Belle Meade

Investment Schedule - General Fund

Local Government Investment Pool

Balance at November 30, 2022

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 8,953,269	3.45%	2.95%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 24,675.31
Fiscal year-to-date	\$ 82,618.04

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

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

From Operating Cash to Investment Pool (deposit):

11/18/2022	\$ 400,000.00
-------------------	----------------------

Total	\$ 400,000.00
--------------	----------------------

Restricted funds in the LGIP balance:

**** American Rescue Plans Act (ARPA) fund restricted for specific uses.	\$ 848,007.08
** David & Cindy Wilds Exemplary Service Award funds restricted to police department employees per specific guidelines.	17,790.64
	<u>\$ 865,797.72</u>

City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
November 30, 2022

First Horizon Advisors Account	2022	
	Year to Date	
Beginning Balance	\$	6,430,573.57
Additions & Withdrawals		240,081.19
Interest Income		7,918.81
Taxes, Fees & Expenses		-
Change in Value		404.43
Ending Balance	\$	6,678,978.00

Interest Income (includes First Horizon Checking Account):

July 2022	\$	2,238.07
August		8,476.89
September		7,856.41
October		4,374.63
November		8,329.21

TOTAL	\$	31,275.21
--------------	-----------	------------------

City of Belle Meade
Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at November 30, 2022

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,467,947	3.45%	2.95%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 4,162.53
Fiscal year-to-date	\$ 14,416.07

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

	\$ -
Total	

From Operating Cash to Investment Pool (deposit):

	\$ -
Total	

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Invoice

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

Beth Reardon
 City Of Belle Meade
 4705 Harding Road
 Nashville, TN 37205

November 22, 2022
 Project No: 322-084
 Invoice No: 341979

Project 322-084 Belle Meade FY 22/23 Stormwater Project

email: breardon@citybellemade.org

cc: lmills@citybellemade.org

Professional Services through November 5, 2022

Task	0001	Walnut Drive - Survey			
Professional Fees					
			Hours	Rate	Amount
Underwood, Kenneth			3.50	125.00	437.50
			3.50		437.50
					437.50
				Total this Task	\$437.50

Task	0002	Walnut Drive - Preliminary Plan Develop.			
Professional Fees					
			Hours	Rate	Amount
Casey, Steven			.50	235.00	117.50
Ward, William			26.00	103.00	2,678.00
			26.50		2,795.50
					2,795.50
				Total this Task	\$2,795.50

Task	0006	Lynnwood - Survey			
Professional Fees					
			Hours	Rate	Amount
Skelton, Ethan			6.50	103.00	669.50
Story, Michael			8.00	196.00	1,568.00
Underwood, Kenneth			7.00	125.00	875.00
			21.50		3,112.50
					3,112.50

Unit Billing					
Vehicle Mileage		30.0 Miles @ 0.625		18.75	
		1.0 times		18.75	18.75
Total Units					
			Total this Task		\$3,131.25

Project	322-084	Belle Meade FY 22/23 Stormwater Projec	Invoice	341979
Amount Due This Invoice			\$6,364.25	

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

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

Task	Description	Estimated Costs	Costs this invoice	Project Costs to Date
Task 0001	Walnut Drive - Survey	\$21,000.00	\$437.50	\$21,010.00
Task 0002	Walnut Drive - Preliminary Plan Development	\$15,500.00	\$2,795.50	\$7,983.19
Task 0003	Walnut Drive - Final Plan Development and Permitting	\$16,000.00	-	-
Task 0004	Walnut Drive - Bid Document and Specifications	\$5,000.00	-	-
Task 0005	Walnut Drive - Construction Observation/Administration	\$6,500.00	-	-
Task 0006	Lynnwood - Survey	\$12,500.00	\$3,131.25	\$12,553.50
Task 0007	Lynnwood - Preliminary Plan Development	\$12,500.00	-	\$814.00
Task 0008	Lynnwood - Final Plan Development and Permitting	\$1,800.00	-	-
Task 0009	Lynnwood - Bid Documents and Specifications	\$5,000.00	-	-
Task 0010	Lynnwood - Construction Observation/Administration	\$4,800.00	-	-
Total Cost		\$100,600.00	\$6,364.25	\$42,360.69



14001 Marshall Dr
Lenexa KS 66215

Invoice	1122331
Date	11/18/2022
Page	1

COPY

Bill To:

City of Belle Meade Police Department
Accounts Payable
4705 Harding Road
Nashville TN 37205

Ship To:

Belle Meade Police Department
Charles Williams
4705 Harding Road
Nashville TN 37205

Purchase Order No.	Customer ID	Salesperson	Tracking No.	Shipping Method	Terms	Req Ship Date	Master No.
110-3813	BELTN1	KM1	543076280416	FEDERAL EXPRES	Net 30	11/18/2022	285,349
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
5	5	0	K001-00082-C	DVM-800 Complete Kit, V2 LITE	\$58.83	\$2,595.00	\$12,680.85
5	5	0	012-00042-00	Activation Fee	\$0.00	\$30.00	\$150.00
5	5	0	001-00010-20	Wi-Fi Package Adapter with DA Case and Cable	\$76.70000	\$150.00000	\$366.50
			20941D		4		
			RTN20221025D		1		
1	1	0	860-00185-00	Installation Guide, DVM-800	\$0.00000	\$0.00000	\$0.00
5	5	0	CAR TYPE	2017 Dodge Chargers	\$0.00	\$0.00	\$0.00
5	5	0	002-05123-00	Kit, Hex Mnt AD, FOR NEW DVM KIT	\$0.00000	\$0.00000	\$0.00
			RTN20221025E		5		

Questions? Contact AR@digitalallyinc.com or 913-814-7774

Please Remit Payment to:

P.O. Box 413183

Kansas City, MO 64141-3183

Free Online Payment: <https://pay.digitalallyinc.com/payments>

Standard terms and conditions for this transaction are enclosed.

Subtotal	\$13,197.35
Misc	\$0.00
Tax	\$0.00
Freight	\$150.00
Trade Discount	\$0.00
Total	\$13,347.35

**Landscape Services, Inc.**

PO Box 200569
Dallas, TX 75320-0569
615-391-3434
payments@lsipros.net
www.LSIpros.com

Invoice 122673

PO#

BILL TO:

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

PROPERTY ADDRESS:

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

INVOICE DATE
09/29/2022

PLEASE PAY
\$6,750.00

DUE UPON
CONTRACT TERMS

DESCRIPTION	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
-------------	------------	-----------	-----------	------------

#47319 - Touch up Fall pine straw 2022

(Touch Up Fall pine straw 2022)

Light top dressing application of Pine straw at Belle Meade Blvd and City Hall around the building only.

Not to exceed 750 bales of pine straw @ \$9.00 per bale

.

INVOICE TOTAL	\$6,750.00
LESS PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$6,750.00

THANK YOU.

Music City Electrical Eng.
1106 Cedar Hill Rd
Kingston Springs 37082

Contractors In

WORK PERFORMED AT:

TO:
City of Belle Meade
~~4705~~ 4705 Harding Rd
Nashville TN. 37205

2022 Belle Meade Public Work
Building off Renovations

DATE

11/21/22

YOUR WORK ORDER NO.

PUBLIC WORKS GARAGE

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

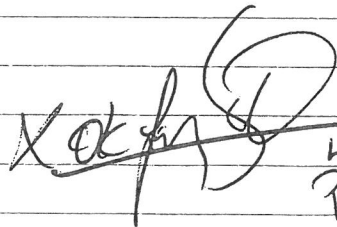
Work Completed - ~~Painting~~ Demo, Framing Dry Wall, Electric
~~Painting~~

1st Draw \$17,250.00

Work Remaining

Electrical trim out
Painting,
Ceilings
Epoxy Flooring

Remaining amount \$17,250.00


Larry Smith
700 11-21-22

(Total Contract \$35,400)

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ 17,250.00) DRAW

This is a ☒ Partial ☐ Full invoice due and payable by: _____

in accordance with our ☒ Agreement ☐ Proposal

No. ~~11~~

Dated

11
Month

21
Day

22
Year

11
Month

2
Day

22
Year

Muske City Electrical Eng.
1055 Little Marrowbone Rd
Ashland City TN 37015

PROPOSAL SUBMITTED TO:

Belle Meade City Hall

ADDRESS

4705 Harding Rd

Nashville TN 37205

PHONE #

Cell # Nathan 615-485-7797

FAX #

JOB NAME

Belle Meade

JOB LOCATION

Same

DATE

11/28/22

JOB #

REPAIR + PAINT
Court Room

DATE OF PLANS

11/28/22

ARCHITECT

We hereby submit specifications and estimates for:

REPAIR & CAULK all window in Court Room.
Fix & REPAIR WALLS,
PAINT window, ceilings & walls, & Trim

\$9,888.00

PAINT WORK

ADD-ON TO CONTRACT

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ Nine Thousand Eight Hundred ⁰⁰/₁₀₀

\$9,888.00

Dollars

with payments to be made as follows: Ext Full

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

Respectfully
submitted

S. J. May

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

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

Signature

Beth Reardon, City Mgr.

Date of Acceptance

Nov. 30, 2022

Signature

Proposal

Music City Electrical Eng.
1055 Little MARROWBONE Rd.
Ashland City Tn. 37015

PROPOSAL SUBMITTED TO: <u>City Hall Repairs</u> <u>Belle Meade Public Works</u>	JOB NAME <u>Belle Meade</u>	JOB # <u>Court Room Repairs</u>
ADDRESS <u>4705 Harding Rd.</u>	JOB LOCATION <u>same</u>	
<u>Nashville Tn. 37205</u>	DATE <u>11/28/22</u>	DATE OF PLANS <u>11/28/22</u>
PHONE # <u>Cell # Nathan 615-485-7797</u>	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

Add on work @ Court Room

Repair Dry wall from Damage Due to Election \$250.00

Repair Cracks on Ceilings \$3500.00

Total \$3750.00

DRYWALL WORK

ADD-ON TO CONTRACT

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ Three Thousand seven hundred & fifty 00/100 \$13750.00 Dollars

with payments to be made as follows: In full

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

Respectfully submitted

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

Acceptance of Proposal

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

Signature Beth Pearson, City Mgr.

Date of Acceptance Nov. 30, 2022

Signature _____



(800) 624-9698

www.PEpartners.org

Invoice Date: 12/2/2022

Invoice Due Date: 1/16/2023

Invoice Number: 2310429-IN

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

Location Code: 4331

Agent Number: 1786

Account Number: 10-0101620

Policy No.: PWC-0181-22

Policy Period: 07/01/2021 to 07/01/2022

Premium Audit

Billing Period: 07/01/2021 to 07/01/2022

Code	Description of Coverages	Amount
13A	PREMIUM AUDIT - WCP	\$5,180.00

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

Total Invoice: \$5,180.00

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

Wascon Inc.

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

Invoice

DATE	INVOICE #
11/11/2022	69934

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
3807	Net 30		11/11/2022	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
2	MTL	EXTREME E/ONE AMGP PUMPS DUPLEX PROTECT PLUS PANEL S.N. WH818904 WH819509			1,869.43	3,738.86
1	MTL				2,251.80	2,251.80
					Total	\$5,990.66

Wascon Inc.

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

Invoice

DATE	INVOICE #
11/28/2022	70070

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
3806	Net 30		11/28/2022	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION WITH PROTECTION PACKAGE 50' EXTREME SUPPLY CABLES FREIGHT S.N. WH821463 WH821748			7,706.62	7,706.62
2	MTL				284.79	569.58
1	FR				300.00	300.00
					Total	\$8,576.20

Wascon Inc.

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

Invoice

DATE	INVOICE #
11/28/2022	70071

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
3808	Net 30		11/28/2022	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION WITH PROTECTION PACKAGE FREIGHT S.N. WH1821724 WH1820307			7,706.62	7,706.62
1	FR				300.00	300.00
					Total	\$8,006.62

Wascon Inc.

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

Invoice

DATE	INVOICE #
11/28/2022	70069

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
3790		Net 30		11/28/2022	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION				PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION WITH PROTECTION PACKAGE 100' EXTREME SUPPLY CABLES FREIGHT S.N. WH821744 WH815631				7,706.62	7,706.62
2	MTL					325.08	650.16
1	FR					300.00	300.00
						Total	\$8,656.78

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ORDINANCE 2022-6

AN ORDINANCE AMENDING SECTION 12-101(1) OF THE BELLE MEADE MUNICIPAL CODE TO ADOPT THE 2018 INTERNATIONAL RESIDENTIAL CODE IN PLACE OF THE 2015 INTERNATIONAL RESIDENTIAL CODE

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

SECTION ONE Section 12-101(1) of the Belle Meade Municipal Code, which currently references the 2015 International Residential Code as modified by ordinance, as the “Building Code” for the City of Belle Meade, is hereby amended to reference the 2018 International Residential Code and to make certain other consistent changes. Accordingly, Section 12-101 (1) is hereby deleted in its entirety and the following substituted therefor:

12-101. International Residential Code for one and two family dwellings adopted. (1) Two (2) copies of which are on file in the office of the building and zoning department being marked and designated as the 2018 International Residential Code, including chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 15, 16, 18, 19, and 42, together with appendix chapters J and O as published by the International Code Council and is hereby adopted as the Building Code of the City of Belle Meade for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and not more than three (3) stories in height in the City of Belle Meade, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2018 edition, published by the International Code Council, on file in the office of the City of Belle Meade are hereby referred to, adopted and made a part hereof as if fully set out in this section.

SECTION TWO: Title 12, Chapter 1, Section 12-103 is hereby amended to insert a new sub-paragraph (3), which shall read as follows:

12-103. Modifications to dwelling code.

*

*

*

(3) R313 “Automatic Fire Sprinkler Systems.” The City expressly opts out of the requirement of the IRC for sprinkler systems for one and two-family dwellings.

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

Passed on First Reading: November 16, 2022

Passed on Second Reading:

Rusty Moore, Mayor

Rusty Terry, City Recorder

RESOLUTION 2022-011

A RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Belle Meade hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Belle Meade Board of Commissioners, that there be and is hereby amended as follows:

SECTION 1.

TITLE: This section shall be known as “The Occupational Safety and Health Program Plan” for the employees of the City of Belle Meade.

PURPOSE:

The City of Belle Meade, in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards;
and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they

cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the City of Belle Meade shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the City of Belle Meade are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, the City Manager is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the City of Belle Meade Board of Commissioners.

SECTION 2.

SEVERABILITY: BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3.

AMENDMENTS, ETC: BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Belle Meade requiring it.

DATE OF ADOPTION:

Mayor Rusty Moore

City Recorder Rusty Terry

**PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF THE CITY OF BELLE MEADE**

SECTION	PAGE
I. PURPOSE AND COVERAGE	5
II. DEFINITIONS	5
III. EMPLOYER'S RIGHTS AND DUTIES	6
IV. EMPLOYEE'S RIGHTS AND DUTIES	7
V. ADMINISTRATION.....	8
VI. STANDARDS AUTHORIZED	9
VII. VARIANCE PROCEDURE	9
VIII. RECORDKEEPING AND REPORTING.....	10
IX. EMPLOYEE COMPLAINT PROCEDURE	10
X. EDUCATION AND TRAINING.....	11
XI. GENERAL INSPECTION PROCEDURES.....	12
XII. IMMINENT DANGER PROCEDURES.....	13
XIII. ABATEMENT ORDERS AND HEARINGS.....	14
XIV. PENALTIES.....	14
XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION.....	14
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS.....	15
XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED	15
 APPENDICES	
I. WORK LOCATIONS	16
II. NOTICE TO ALL EMPLOYEES	17
III. PROGRAM PLAN BUDGET	18
IV. ACCIDENT REPORTING PROCEDURES	19-20

I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the City of Belle Meade. This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The City of Belle Meade, in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the City of Belle Meade and includes each administrative department, board, commission, division, or other agency of the City of Belle Meade.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the City of Belle Meade.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance

inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.

- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal therefrom for a specific department, board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.

- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 - 8. The Safety Director shall maintain or cause to be maintained records required under Section

VIII of this plan.

9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**

b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.

1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.

3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:

1. The employer

- i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
- ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
- iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.

2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.

- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL

CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety

and Health Program Plan that will ensure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by

the Safety Director.

2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s)

finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:

1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.

b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: City Manager & Safety Director

Date