

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**Thursday, July 9, 2020**

**PRAYER**

Mr. Ronnie Martin

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. FY 2020 City Manager Approved Budget Amendments (Finance)
2. Community Investment Program Funds Transfer (Finance)
3. Asphalt Purchases Report (Water Resources)
4. One Year Contract Extension of ADS Professional Services (Water Resources)
5. Boundary Revisions for Water Service with Consolidated Utility District (Water Resources)
6. Renewal of Memorandum of Understanding with MTSU (Water Resources)

**New Business**

Resolution

7. Resolution 20-R-19: Adoption of Burn Permit Fee of \$100.00 for Commercial Construction Burning and Bonfires (Building Codes)

Ordinance

8. Ordinance 20-O-23: Modification of the 2020-2021 Budget to Incorporate Expenditure During the 2020-2021 Fiscal Year (Finance)

On Motion

9. School Technology Purchase (Schools)
10. Water Storage Tank Actuator Modifications (Water Resources)
11. Stratification Study for West Fork Stones River (Water Resources)
12. Overall Creek Pumping Station Upgrade Additions (Water Resources)

**Board & Commission Appointments**

**Licensing**

**Payment of Statements**

**Other Business**

13. Annual State Airport Maintenance Grant (Airport)

**Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** FY 2020 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Melissa B. Wright

**Requested Council Action:**

- |             |                                     |
|-------------|-------------------------------------|
| Ordinance   | <input type="checkbox"/>            |
| Resolution  | <input type="checkbox"/>            |
| Motion      | <input type="checkbox"/>            |
| Direction   | <input type="checkbox"/>            |
| Information | <input checked="" type="checkbox"/> |
- 

**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Human Resources

Human Resources requires an intranet header page. This amendment is for the one-time set up fee. Move \$2,993 from Human Resources Salary – Full-Time – Regular to Human Resources Computer Software Expense.

Finance

Various changes were made throughout the year in payroll elections by employees and staffing, which resulted in the need for additional salary and benefits for several departments. Various operating expenses were decreased by \$104,227 and various salary and benefits were increased by \$104,227.

**Council Priorities Served**

*Responsible budgeting*

Inter-Fund budget amendments reallocate resources in an efficient manner.

**Fiscal Impact**

The transfers within the General Funds will have no effect on fund balance.

**Attachments**

Detailed Inter-Fund Budget Requests



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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

Move funds from:

Org 10118007

Object 511100

Acct Name Salary - Full-Time - Regular

Amount \$ 2,993.00

Move funds to:

Org 10118009

Object 594701

Acct Name Computer Software Expense

Explanation: One-time set up fee for the purchase an intranet header page.

Pat Russell  
Department Head Signature

6.22.2020  
Date

Amanda DeRosia  
Reviewed by Finance

06/22/2020  
Date

Approved

[Signature]  
City Manager

6/23/20  
Date

Declined

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



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### Inter-Fund Budget Amendment Request

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2020

Move funds from:

Org 10130008  
Object 599909  
Acct Name Unforeseen  
Amount \$ 4,489.00

Move funds to:

Org 10110007  
Object 514100  
Acct Name Social Security & Medicare Tax

Explanation: To correct for payroll election increases.

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Move funds from:

Org 10112008  
Object 525300  
Acct Name Accounting & Auditing Services  
Amount \$ 28,000.00

Move funds to:

Org 10112007  
Object 514200  
Acct Name Hospital & Health Insurance

Explanation: To correct for payroll election increases.

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**Inter-Fund Budget Amendment Request**

Move funds from:

Org	<u>10113008</u>
Object	<u>523300</u>
Acct Name	<u>Subscriptions - Newspapers, etc.</u>
Amount	<u>\$ 1,776.00</u>

Move funds to:

Org	<u>10113007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>

Explanation: To correct for increased payroll accrual and increased LTD.

Move funds from:

Org	<u>10115008</u>
Object	<u>525900</u>
Acct Name	<u>Other Professional Services</u>
Amount	<u>\$ 7,850.00</u>

Move funds to:

Org	<u>10115007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital &amp; Health Insurance</u>

Explanation: To correct for payroll election increases.

Move funds from:

Org	<u>10115008</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>
Amount	<u>\$ 2,409.00</u>

Move funds to:

Org	<u>10115007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital &amp; Health Insurance</u>

Explanation: To correct for payroll election increases.

**Inter-Fund Budget Amendment Request**

Move funds from:

Org	<u>10115008</u>
Object	<u>531000</u>
Acct Name	<u>Office Supplies and Materials</u>
Amount	<u>\$ 129.00</u>

Move funds to:

Org	<u>10115007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital &amp; Health Insurance</u>

Explanation: To correct for payroll election increases.

Move funds from:

Org	<u>10117008</u>
Object	<u>525200</u>
Acct Name	<u>Legal Services &amp; Expenses</u>
Amount	<u>\$ 12,854.00</u>

Move funds to:

Org	<u>10117008</u>
Object	<u>511100</u>
Acct Name	<u>Salary Full-Time - Regular</u>

Explanation: To adjust for the increase in full-time staff as approved at the 11/21/19 City Council meeting.

Move funds from:

Org	<u>10130008</u>
Object	<u>599909</u>
Acct Name	<u>Unforeseen</u>
Amount	<u>\$ 5,206.00</u>

Move funds to:

Org	<u>10130007</u>
Object	<u>513300</u>
Acct Name	<u>Benefit Payout</u>

Explanation: To correct for payroll election increases.

**Inter-Fund Budget Amendment Request**

Move funds from:

Org 10212008  
 Object 520000  
 Acct Name Contractual Services  
 Amount \$ 18,971.00

Move funds to:

Org 10212007  
 Object 514200  
 Acct Name Hospital & Health Insurance

Explanation: To correct for payroll election increases.

Move funds from:

Org 10414207  
 Object 512100  
 Acct Name Part-Time Regular Emp Wages  
 Amount \$ 620.00

Move funds to:

Org 10414227  
 Object 512200  
 Acct Name Temp/Seasonal Part-Time Wages

Explanation: To reallocate part-time payroll to appropriate division.

Move funds from:

Org 10313308  
 Object 525000  
 Acct Name Professional Services  
 Amount \$ 20,000.00

Move funds to:

Org 10313307  
 Object 511100  
 Acct Name Salary Full-Time - Regular

Explanation: To correct for payroll budget differences.

### Inter-Fund Budget Amendment Request

Move funds from:

Org 10313308  
Object 526300  
Acct Name Repair & Maint. Furn & Machine  
Amount \$ 1,923.00

Move funds to:

Org 10313307  
Object 514300  
Acct Name Defined Benefit Plan

Explanation: To correct for payroll budget differences.

*Martin Blument*  
Department Head Signature

\_\_\_\_\_ Date

*Amanda DeRosia*  
Reviewed by Finance

*06/25/2020*  
Date

Approved	<input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	_____
Declined	<input type="checkbox"/>	City Manager	<u><i>6.25.20</i></u> Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Community Investment Program Funds Transfer

**Department:** Finance

**Presented by:** Melissa Wright

**Requested Council Action:**

- |             |                                     |
|-------------|-------------------------------------|
| Ordinance   | <input type="checkbox"/>            |
| Resolution  | <input type="checkbox"/>            |
| Motion      | <input type="checkbox"/>            |
| Direction   | <input type="checkbox"/>            |
| Information | <input checked="" type="checkbox"/> |
- 

**Summary**

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfer.

**Background Information**

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfer has been approved:

Student Computers, Data Cabling Upgrade, and Access Point Upgrade

Transfer \$495,200 from the remaining Salem Elementary School construction project to three projects for City Schools – \$280,932 for Student Computers, \$30,105 for Data Cabling Upgrade, and \$184,163 for Access Point Upgrade.

**Council Priorities Served**

*Responsible budgeting*

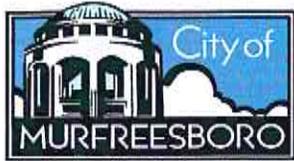
CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

**Fiscal Impact**

The transfer within the CIP Funds will have no effect on the CIP Funds balance.

**Attachments**

CIP Funds Transfer Request – City Schools Student Computers, Data Cabling Upgrade, and Access Point Upgrade



T E N N E S S E E

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**CIP Funds Transfer Request**

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2019 Loan

Transfer CIP funds from:

Salem Elementary School \$ (495,200.00)

Transfer CIP funds to:

Student Computers \$ 280,932.00

Data Cabling Upgrade \$ 30,105.00

Access Point Upgrade \$ 184,163.00

TOTAL TRANSFER \$ (495,200.00)

TOTAL TRANSFER \$ 495,200.00

Explanation: It has been requested that the funds remaining in the Salem Elementary School construction project be transferred to other projects for Murfreesboro City Schools as indicated above.

[Signature]  
Budget Director Signature

6-25-20  
Date

[Signature]  
Reviewed by Finance

6-25-20  
Date

Approved



[Signature]  
City Manager

Declined



6-25-20  
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Report of asphalt purchases.

**Staff Recommendation**

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

**Background Information**

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10 (E)(7). in compliance with this reporting requirement.

Pursuant to the City Code, § 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

**Council Priorities Served**

*Responsible budgeting*

Proper procurement ensures best cost savings to the Department and our customers.

*Maintain public safety*

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

**Fiscal Impacts**

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year.

**Attachments**

Asphalt Purchases Report

## MWRD - OPERATIONS & MAINTENANCE

### ASPHALT QUOTES

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$49.00	\$61.00	\$48.50	\$60.50	\$58.00	\$67.50	
Aug	\$49.00	\$61.00	\$48.50	\$60.50	\$58.00	\$67.50	
Sep	\$49.00	\$61.00	\$48.50	\$60.50	\$58.00	\$67.50	
Oct	\$50.25	\$66.25	\$49.98	\$65.00	\$58.00	\$66.24	
Nov	\$50.25	\$62.50	\$48.50	\$61.25	\$56.84	\$65.96	
Dec	\$65.00	\$75.00	\$52.50	\$64.75	\$56.84	\$65.96	
Jan	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
Feb	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
Mar	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
Apr	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
May	\$65.00	\$75.00	\$54.78	\$62.88	\$55.78	\$63.88	
Jun							

## MWRD OPERATIONS & MAINTENANCE

### ASPHALT PURCHASES

<i>Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/23	DH	Hawkins	BM	\$48.50	23.97	\$1,162.55	\$1,162.55
7/23	DH	Hawkins	411E	\$60.50	8.00	\$484.00	\$1,646.55
7/23	DH	Hawkins	411E	\$60.50	54.06	\$3,270.63	\$4,917.18
7/26	DH	Hawkins	BM	\$48.50	71.84	3,484.24	\$8,401.42
7/29	DH	Hawkins	BM	\$48.50	90.02	4,365.97	\$12,767.39
7/30	DH	Hawkins	BM	\$48.50	79.41	3,851.39	\$16,618.77
7/30	DH	Hawkins	BM	\$48.50	72.00	3,492.00	\$20,110.77
7/31	DH	Hawkins	BM	\$48.50	85.00	\$4,122.50	\$24,233.27
8/27	DH	Hawkins	BM	\$48.50	80.67	\$3,912.50	\$28,145.77
8/27	DH	Hawkins	BM	\$48.50	7.98	\$387.03	\$28,532.80
8/28	DH	Hawkins	411E	\$60.50	10.04	\$607.42	\$29,140.22
8/29	DH	Hawkins	411E	\$60.50	15.97	\$966.19	\$30,106.40
10/31	DH	Hawkins	BM	\$48.50	10.00	\$485.00	\$30,591.40
10/31	DH	Hawkins	411E	\$60.50	14.04	\$849.42	\$31,440.82
10/31	DH	Hawkins	411E	\$60.50	10.09	\$610.45	\$32,051.27
11/25	DH	Hawkins	411E	\$61.25	20.03	\$1,226.84	\$33,278.10
12/23	DH	Hawkins	411E	\$64.75	14.00	\$906.50	\$34,184.60
12/31	DH	Hawkins	BM	\$52.50	88.02	\$4,621.05	\$38,805.65
12/31	DH	Hawkins	411E	\$64.75	9.89	\$640.38	\$39,446.03
1/31	DH	Hawkins	411E	\$60.50	11.99	\$725.40	\$40,171.43
2/17	DH	Hawkins	411E	\$60.50	6.00	\$363.00	\$40,534.43
3/20	DH	Hawkins	411E	\$60.50	15.02	\$908.71	\$41,443.14
3/30	DH	Hawkins	411E	\$60.50	15.19	\$919.00	\$42,362.13
3/31	DH	Hawkins	411E	\$60.50	18.02	1,090.21	\$43,452.34
5/21	DH	Hawkins	BM	\$47.50	5.13	243.68	\$43,696.02

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** ADS Professional Services Contract  
Year 1 Extension

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Extension of the professional service contract with ADS Environmental.

**Staff Recommendation**

Approval of the renewal of the ADS contract for a one-year period.

**Background Information**

Currently the Department is contracted with ADS, LLC to operate and maintain the Department's 19 permanent sewer flow monitors and seven rain gauges, to analyze data recorded from these monitors and to report on this data annually. These annual reports, report wet and dry weather capacities and rain dependent inflow and infiltration (RDII) for 18 flow monitor areas. They also are contracted to perform temporary flow monitoring, analyze the temporary data recorded and report findings as well as perform field investigations.

The current Professional Services Contract is nearing the end of its first year which is June 30, 2020. There is an option to extend for two additional one-year periods, with pricing for Years 2 & 3 being established on the consumer pricing index (CPI) for the southern region. The proposed extension adjusts pricing 1.4%. Staff desires to continue to contract their professional service as we have in various forms over the last 27 years.

The contract amendment for the extension to subject to Legal review and approval.

**Council Priorities Served**

*Responsible budgeting*

The use these services allows staff to know where deficiencies exist which allows for responsible budgeting to correct these deficiencies through the Sewer Rehabilitation Contract.

*Expand infrastructure*

The use these services allows staff to know the capacity of our sewer system and where we may can and cannot expand infrastructure.

*Maintain public safety*

The use these services allows use to know where deficiencies exist in our system and where we may need to expand infrastructure to eliminate sewer overflows to protect and maintain public safety.

**Fiscal Impact**

The use of the quantities/units listed in the contract will be within the estimated budget amount for 2020-2021 of \$300,000. The Long-Term Monitoring and Temporary Flow Monitoring quantities/units are completely used; however, the field inspections change from year to year, so this portion of the total is used within the budgeted amount.

**Attachments**

1. 1st Amendment to Contract
2. ADS Year 2 Pricing

**FIRST RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN ADS, LLC AND THE CITY OF MURFREESBORO, TENNESSEE**

This First Renewal of the Professional Services Agreement dated July 1, 2019 (the "Agreement"), by and between the City of Murfreesboro, Tennessee ("City"), a municipal corporation in the State of Tennessee, and ADS, LLC ("Engineer"), a Delaware limited liability company, doing business in the State of Tennessee and employing professional engineers duly licensed in the State of Tennessee, is entered into as follows:

WHEREAS, the Agreement by and between Engineer and City, acting through its Murfreesboro Water Resources Department, provided for Engineer to provide long term flow monitoring, capacity performance reports and presentations, temporary flow monitoring, and field services including manhole inspection, smoke testing, flow isolations, and wet weather inspections;

WHEREAS, the term of the Agreement ran from July 1, 2019 to June 30, 2020;

WHEREAS, Section 3.1 of the Agreement granted to City the option to renew the Agreement for two additional one-year periods;

WHEREAS, pursuant to Section 3.1.a of the Agreement, City has opted and elected to renew the Agreement for the first additional one-year period; and

WHEREAS, pursuant to Section 3.1.b of the Agreement, Engineer has submitted a form to continue contract performance for an additional one-year period.

NOW THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Agreement is hereby renewed and amended for an additional one-year term, beginning July 1, 2020 and ending June 30, 2021.
2. Year 2 Pricing will be as attached. The total value of this First Renewal will be equal to that approved for City's upcoming 2020/2021 budget.
3. This is the First Renewal allowed by the Agreement, and all terms and conditions remain the same and in full force and affect.

CITY OF MURFREESBORO:

ADS, LLC:

\_\_\_\_\_  
Shane McFarland, Mayor

*Joseph J Goustin Asst Tres*  
By: Joseph J Goustin Asst Tres (Jul 1, 2020 14:12 CDT)

Date: \_\_\_\_\_

Print: Joseph J. Goustin

Approved as to form:

Its: Assistant Treasurer

Date: July 1, 2020

DocuSigned by:

*Adam F. Tucker*

\_\_\_\_\_  
Adam Tucker, City Attorney

May 26, 2020

Ms. Valerie Smith, PE  
Murfreesboro Water Resources Department  
220 NW Broad Street  
P.O. Box 1477  
Murfreesboro, Tennessee 37133-1477

**RE: Contract Renewal for year 2020-2021**

Dear Valerie,

Pursuant to our contract dated July 1, 2019, ADS, agrees to a contract extension for an additional one-year term as provided in Article 3.1 of the original contract at the prices listed below adjusted for CPI-U of 1.4%.

**Long Term Flow Monitoring**

Item	Description	# of Units	2020-2021 YEAR 2 Unit Price	2020-2021 YEAR 2 Total Price
1	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 19 meters.	228	\$843.74	\$192,372.72
2	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 7 Rain Gauges.	84	\$290.85	\$24,431.40
3	Wet Weather and Capacity Performance Summary Report	1	included	
4	FlowView PRISM Set-up for additional sites added to network	26	\$ 269.55	\$7,008.30
5	FlowView PRISM Monthly Service per site per month	312	\$43.13	\$13,456.56
6	ECHO Service, Wireless & FlowView PRISM monthly charge	12	\$104.64	\$1,255.60
TOTAL				\$238,524.66

\*Monthly service items will be billed at the beginning of the month for which services are to be provided.

\*\*FlowView PRISM Set-up fee is a one-time event at the initial set up. Monthly service fee starts immediately upon setup.

**Temporary Flow Monitoring**

TFM	# of Monitors	# of Days	YEAR 2 Rate	2020-2021 YEAR 2 Total Price
Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1 <sup>st</sup> 30 days	6	30	\$145.55	\$26,199.00
Collect, Confirmation, Analysis for days>30*	6	30	\$75.47	\$13,584.60
TOTAL				\$39,783.60

\*Temporary Flow monitoring extensions assumes extensions in increments of 1 month (30 days)

**Field Inspections (SSES)**

SSES	Number	Units	YEAR 2 Rate	2020-2021 YEAR 2 Total Price
Flow Isolation Readings	50	each	\$252.29	\$12,614.50
Wet Weather Inspection	40	Hrs.	\$271.70	\$10,868.00
Manhole Inspection with Data Entry	400	each	\$107.82	\$43,128.00
Smoke Testing w/ Data Entry	100,000	Lf.	\$0.455	\$45,500.00
Dye	25	each	\$404.31	\$10,107.75
PM Consultation	10	Hrs.	\$155.25	\$1,552.50
Field Crew Rate	4	Hrs.	\$226.42	\$905.68
TOTAL				\$124,676.43

For MWRD:

For ADS LLC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

As always, we look forward to our continuing partnership with the City of Murfreesboro Water and Sewer Board. If you have any questions, please contact me on my cellular (256) 508-1628

Best Regards,

A handwritten signature in black ink, appearing to read 'L. Mijares', with a stylized flourish at the end.

Luis Mijares  
Senior Business Development Manager

cc: S. Hembree  
Attachments

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** MWRD / Consolidated Utility District (CUD)  
Boundary Revision – Wilkinson Pike

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Revisions to the water service boundary between Consolidated Utility District (CUD) and Murfreesboro Water Resources Department (MWRD).

**Staff Recommendation**

Approve the revision to the CUD/MWRD boundary and the Mayor executing an amendment to the Water Service Boundary.

**Background Information**

For this Amendment #6 of the CUD/MWRD Boundary, staff proposes to swap a small area, within the Stones River National Battlefield along Wilkinson Pike, with CUD as shown. It is unclear why this area was not included with a previous land swap since MWRD serves the surrounding area. CUD agrees with this swap and requested to bring this to the Board to “clean up” the boundary.

Amendment document #6 will be prepared by our Legal Department to be executed by both parties.

**Fiscal Impact**

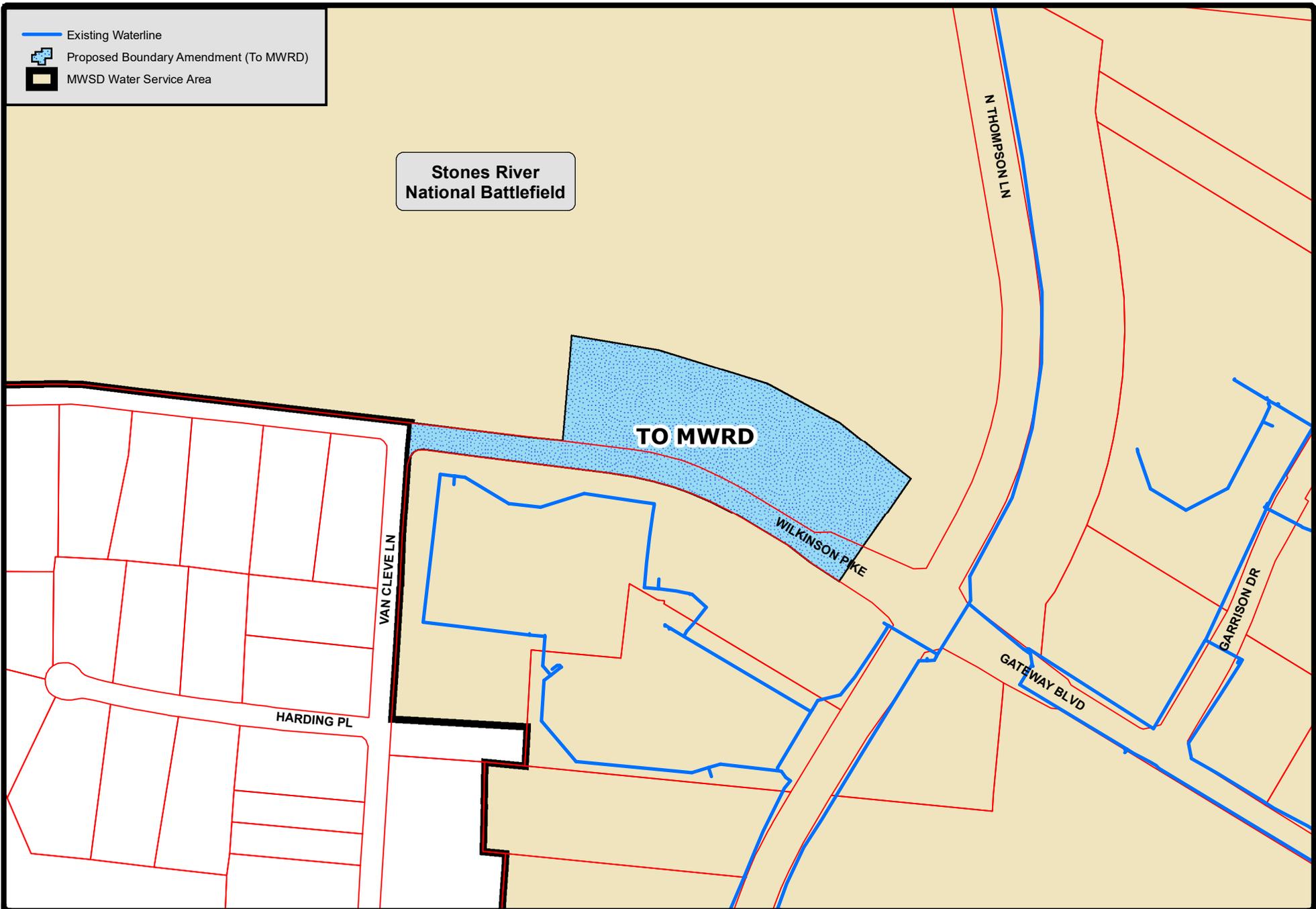
CUD and MWRD continue to swap properties where necessary. Since this is within the Battlefield property there will not be any water connections in this area.

**Attachments**

GIS Exhibit of the Proposed Boundary Revision

-  Existing Waterline
-  Proposed Boundary Amendment (To MWRD)
-  MWSA Water Service Area

**Stones River National Battlefield**



**MURFREESBORO WATER RESOURCES DEPARTMENT**

**Proposed MWRD Water Service Boundary Amendment #6 (Stones River Nat'l Battlefield)**

SCALE : 1" = 300'

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Renewal of Memorandum of Understanding with MTSU

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- |             |                                     |
|-------------|-------------------------------------|
| Ordinance   | <input type="checkbox"/>            |
| Resolution  | <input type="checkbox"/>            |
| Motion      | <input checked="" type="checkbox"/> |
| Direction   | <input type="checkbox"/>            |
| Information | <input type="checkbox"/>            |
- 

## Summary

Extension of MOU with MTSU for public education related to the prevention of stormwater pollution and protection of surface water quality.

## Staff Recommendation

To renew the MOU for the 2020-2021 fiscal year.

## Background Information

Since 2012, the City and MTSU have implemented a memorandum of understanding (MOU) whereby MTSU assists the City to educate and involve the community on stormwater pollution-prevention and surface water quality.

Public education and outreach are a core requirement of the State-issued stormwater discharge permit under which the City operates. The State audited the City's stormwater program in 2019 and looked closely at records of education and outreach.

The MOU with MTSU has been useful to the City's stormwater program and important in providing compliance with State requirements.

Each year the City and MTSU plan a set of stormwater-related educational projects and events. Such as stream clean-ups, tree-planting events; classroom teaching; direct mail to business operations (e.g., automobile-related, restaurants); and staffing outreach events (Earth Day, school field days, etc.).

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Educating and involving residents in keeping stormwater clean and protecting our water resources is a long-term investment in safe and livable neighborhoods.

### *Engaging Our Community*

We involve residents, students and employees of local businesses in hands-on activities like stream clean-ups, tree plantings, and pollution-prevention practices.

**Fiscal Impacts**

Expenses for the MOU, \$50,000, is budgeted within and funded by the FY21 stormwater utility fund.

**Attachments**

1. MOU renewal amendment for 2020-21
2. Copy of MOU from 2012

**Eighth Amendment to Memorandum of Understanding  
between  
the City of Murfreesboro, Tennessee  
and  
Middle Tennessee State University**

This Amendment to the Memorandum of Understanding (MOU), MTSU Contract Number C13-0272 between the City of Murfreesboro, Tennessee and Middle Tennessee State University shall be effective July 1, 2020 through June 30, 2021.

The Amendment serves to renew the Memorandum of Understanding for the term stated above; all other terms and conditions of the MOU remain unchanged and are hereby ratified and affirmed.

**City of Murfreesboro**

**Middle Tennessee State University**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_  
Alan Thomas  
Vice President,  
Business and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Adam Tucker  
City Attorney

### Memorandum of Understanding

**WHEREAS**, Middle Tennessee State University ("MTSU") and the City of Murfreesboro, Tennessee ("City") have entered into a Memorandum of Agreement to be co-permittees for the NPDES General Permit for Phase II MS4's; and

**WHEREAS**, said Memorandum of Agreement provides that MTSU will offer the support of its resources in managing the six minimum measures under the NPDES General Permit, including but not limited to, Public Education and Participation and Pollution Prevention and Good Housekeeping for Municipal Operations; and

**WHEREAS**, MTSU and the City also entered a Memorandum of Understanding with an effective date of February 1, 2011, and now would like to replace that Memorandum of Understanding with a new Memorandum of Understanding ("MOU") to provide specificity as to said means and forms of support.

**NOW THEREFORE MTSU AND THE CITY HEREBY ENTER INTO THIS MOU AND AGREE AS FOLLOWS:**

1. MTSU will provide annual assistance with Public Education and Participation Outreach projects during consecutive years of this MOU as described below; all references to "BMP" and a number refer to a "Best Management Practice" and the related number as shown on the City's Notice of Intent for a NPDES Permit filed by letter dated December 29, 2010, and subsequent mailing May 27, 2011. Notice of Coverage was received July 11, 2011.
2. The City will maintain a list of projects based on education-related needs of the City's storm water and surface-water quality program and shall associate a value in dollars for each project. A list will be made available to MTSU Facilities Management at least 90 days prior to start of the fiscal year. The project list will serve as the menu of services and values for which the City will pay MTSU over the course of the year. In general, the types of services are those listed in item 3.
3. Public education, participation and outreach involves activities, such as:
  - o *Cooperating with other community and water-quality advocacy groups*
  - o *Public service announcements*
    - *Community radio campaign*
    - *Local radio airplay*
    - *Local TV/video spots*
  - o *Developing content for print, radio, TV, and internet*

- *Various NPDES permit assistance, such as:*
  - *Pollutant source tracking*
  - *Public Involvement and Education (PIE) plan* also (BMP1G) assist and provide support and resources as directed.
  - *Permit documentation and tracking-* assist City and MTSU campus staff with related documentation and tracking as requested by utilizing CBI software or other procedures determined for best tracking capabilities and use.
  - *Permit Effectiveness-* Share options and guidance for measuring effectiveness of campaigns and education such as change in thinking (perceptions, behaviors) and options for tracking mechanisms for measurable success as available.
  - *Annual Targeted Sub-Watershed projects* – assist as directed for City (ex. Promote community awareness, assist with annual events and publicize to solicit participation, help create a sense of personal pride/ ownership).
- *Hot Spot Outreach and Education* – Work with the City to identify possible development of project targeted materials/resources.
- *Watershed-specific educational events* -(BMP1C) assist and offer support and help document as directed or applicable including but not limited to:
  - *Annual Tree Day and/or other planting events*
  - *Annual Boat Day*
  - *Annual Stones Throw Away*
  - *Annual Earth Day events*
  - *Annual Organization/Business Fairs (Master Gardeners, etc)*
  - *Annual Pharmaceutical/ Drug Take-Back events*

The specific assistance and services to be provided by MTSU may vary from year to year by further agreement between MTSU and the City.

4. MTSU will provide assistance with Pollution Prevention and Good Housekeeping for Municipal Operations by continuing to develop concept of online stormwater education and training classes. Support and assist as directed with potential benefits to the following permit sections BMP2C, 2E, 5A, 5B, 5C as it relates to Good Housekeeping.
5. The term of the MOU shall be one year. The MOU may be renewed for additional annual terms for up to ten years, at which time the parties may agree to continue the MOU. Either party may terminate the MOU upon ninety (90) days prior written notice.
6. MTSU shall invoice the City \$11,250 per quarter for a total fixed payment of \$45,000 in the first year of this MOU. The City may request and pay for services on a supplemental project list provided by the City for each fiscal year, up to a maximum of \$15,000 per year.

Invoices will be emailed to:

Debi Noyce, Accounts Payable Specialist  
Murfreesboro Water and Sewer Department  
[dnoyce@murfreesborotn.gov](mailto:dnoyce@murfreesborotn.gov)

Payments will be sent to:        MTSU  
   Facilities Services Box 32  
   1301 East Main St  
   Murfreesboro, TN 37132

7. The City warrants that no fee or compensation has been paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, contractor to the City in connection with any work contemplated or performed relative to this agreement. Notwithstanding anything to the contrary in the foregoing, nothing in this paragraph shall be construed to prevent MTSU from paying any of its employees working in conjunction with this MOU from funds received from the City.
8. It is the policy of the City and MTSU not to discriminate on the basis of age, race, sex, color, national origin, disability or veteran status in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this MOU, the parties certify that they will comply with this policy.
9. The parties shall comply with the applicable federal and Tennessee laws and regulations in the performance of this MOU.
10. Effective July 1, 2012, this MOU shall replace in its entirety the Memorandum of Understanding with an effective date of February 1, 2011, which shall then be of no further force or effect. This MOU is not intended, and shall not be construed, to modify any of the terms and conditions of the Memorandum of Agreement between the parties or their NPDES General Permit.

City of Murfreesboro

Middle Tennessee State University

By: Tommy Bragg, Mayor

By: [Signature]

Title: MAYOR

Title: John W. Cothran  
Senior Vice President

Date: 9-12-12

Date: 9/5/12

Approved as to form:

Attest:

[Signature]  
City Attorney  
Susan Emery McGannon

\_\_\_\_\_

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Establishing a Commercial Construction Burn and Bonfire Permit

**Department:** Building and Codes

**Presented by:** Robert Holtz

**Requested Council Action:**

- |             |                                     |
|-------------|-------------------------------------|
| Ordinance   | <input type="checkbox"/>            |
| Resolution  | <input checked="" type="checkbox"/> |
| Motion      | <input type="checkbox"/>            |
| Direction   | <input type="checkbox"/>            |
| Information | <input type="checkbox"/>            |
- 

**Summary**

Resolution to establish a Burn Permit Fee of \$100.00 for commercial construction burning and bonfires

**Staff Recommendation**

Approve Resolution 20-R-19 establishing a Burn Permit Fee.

**Background Information**

On 2/21/20 the council adopted Ordinance 20-O-05 which amended Chapter 12 Fire Prevention of the City Code. Included in this ordinance are provisions that regulate all types of open burning and requires permits for two types of open burns. The ordinance requires the Building and Codes Department to develop a procedure and recommend a fee for issuance these permits.

Commercial construction-site burns and bonfires will be required to obtain a permit and be inspected prior to ignition. MFRD and Development Services have developed a permit application, review, and inspection procedures. The permit fee of \$100.00.

**Council Priorities Served**

*Maintain public safety*

Regulating and inspections of burn piles will help reduce the hazards of smoke and fire in our neighborhoods

**Fiscal Impact**

The number of permits to be issued is expected to be minimal and anticipate a yearly revenue of less than \$5,000.

**Attachments**

Resolution 20-R-19

**RESOLUTION 20-R-19** setting the amount of Burn Permit Fees for Commercial Burnings and Bonfires as authorized by Article 12 of the Murfreesboro City Code.

**WHEREAS**, Murfreesboro City Code, Section 12-55, Burn permit – Application; issuance; fee, states that “The Building and Codes Department shall be responsible for accepting applications for and issuing burn permits authorized in this article. The Building and Codes Department shall assess an application fee for processing permit applications. The fee shall be set by resolution by the City Council upon recommendation of the Building and Codes Director and shall be subject to periodic review and adjustment.”

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. The following Burn Permit Fees are hereby adopted:

- (A) The fee for issuing permits required pursuant to Murfreesboro City Code, Section 12-53, Commercial Burning, shall be one hundred dollars (\$100.00).
- (B) The fee for issuing permits required pursuant to Murfreesboro City Code, Section 12-54, Bonfires, shall be one hundred dollars (\$100.00).

SECTION 2. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Budget Amendment Ordinance 20-O-23

**Department:** Finance

**Presented by:** Melissa Wright

**Requested Council Action:**

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Modification of the 2020-2021 Budget to incorporate expenditure decisions made during the 2020-2021 fiscal year.

**Staff Recommendation**

Approve Ordinance 20-O-23 modifying the 2020-2021 Budget.

**Background Information**

General Fund – Community Development

The City is the collaborative applicant with H3ARC on planning and capacity building grants. Revenues are increasing by \$116,365 and expenditures are increasing by \$116,365. Therefore, the net change to the Budget is zero.

General Fund – Police Department

Due to COVID-19, the Department of Justice has awarded the Police Department a grant for the purchase of sanitization supplies and equipment and PPE. Revenues are increasing by \$116,665 and expenditures are increasing by \$116,665. Therefore, the net change to the Budget is zero.

General Fund – Police Department

In FY 2020 the Fire Department was awarded a grant from the Christy Houston Foundation. The grant was not fully spent in FY 2020 as originally anticipated, although all revenues were recognized during the previous fiscal year. Expenditures are increasing by \$17,984.

Loan/Bond Fund

An error was discovered in the amount budgeted to Transfer to Debt Service. Expenditures for Capital Outlay is decreasing \$200,000 and Transfer to Debt Service expenditures are increasing \$200,000. Therefore, the net change to the Budget is zero.

## **Council Priorities Served**

### *Responsible Budgeting*

Presenting budget amendments ensures that the Financial Policies adopted by Council, which lay the groundwork for economic health, are maintained.

### **Fiscal Impacts**

The proposed budget amendments will increase the use of fund balance by \$17,984 for the General Fund.

The proposed budget amendments have no impact on the Loan/Bond Fund.

### **Attachment:**

Ordinance 20-O-23 and Exhibit A

**ORDINANCE 20-O-23** amending the 2020-2021 Budget (1<sup>ST</sup> Amendment).

**WHEREAS**, the City Council adopted the 2020-2021 Budget by motion; and,

**WHEREAS**, the City Council adopted an appropriations ordinance, Ordinance 20-O-18, on June 10, 2020 to implement the 2020-2021 Budget; and,

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2020-2021 Budget by this Ordinance to incorporate expenditure decisions made during the 2020-2021 fiscal year.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. The 2020-2021 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2020-2021 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
Community Development	Federal Grants - HMIS		\$ 116,365.00	\$ 116,365.00
Police Department	Federal Grants	\$ 83,200.00	\$ 199,865.00	\$ 116,665.00
				<u>\$ 233,030.00</u>
<u>Expenditures</u>				
Fire Department	Grant Expense		\$ 17,984.00	\$ 17,984.00
Community Development	Grants - HMIS		\$ 116,365.00	\$ 116,365.00
Police Department	Grants	\$ 83,200.00	\$ 199,865.00	\$ 116,665.00
				<u>\$ 251,014.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (5,472,958.00)	\$ (5,490,942.00)	(17,984.00)
<u>Loan/Bond Fund</u>				
<u>Revenues</u>				
		\$ -	\$ -	\$ -
				<u>\$ -</u>
<u>Expenditures</u>				
Loan/Bond Fund	Capital Outlay	\$ 42,000,000.00	\$ 41,800,000.00	\$ (200,000.00)
Loan/Bond Fund	Transfer to Debt Service	\$ 100,000.00	\$ 300,000.00	\$ 200,000.00
				<u>\$ -</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (41,600,000.00)	\$ (41,600,000.00)	-

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** School Technology Purchase  
**Department:** City Schools  
**Presented by:** Ralph Ringstaff, Interim Director of Schools

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Funding for the purchase of staff and student computers.

**Staff Recommendation**

Recommend approval of purchase of computers for staff and students from Dell, Inc.

**Background Information**

Council approved a request for funding technology needs for City Schools in FY21 on 11/13/2019.

These items are available for purchase for \$874,734 from Dell, Inc. using the Wilson County Board of Education Dell Contract.

**Council Priorities Served**

*Responsible budgeting*

The use of the Wilson County Board of Education bid is a cost-effective means of purchasing computers.

**Fiscal Impact**

Funds of \$594,068 from County Shared Bonds and \$280,932 Community Investment Program are available for this purchase.

**Attachments**

1. Dell Inc. sales quote #3000064236963.1
2. Dell Contract Code #51AHO between Dell Marketing and Wilson County Board of Education



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000064236963.1</b>
<b>Total</b>	<b>\$874,734.00</b>
Customer #	11248234
Quoted On	Jul. 01, 2020
Expires by	Jul. 31, 2020
Deal ID	18928731

Sales Rep	Genyffer Reyes
Phone	(800) 456-3355, 6180399
Email	Genyffer_Reyes@Dell.com
<b>Billing To</b>	MR SCOTT CAMPBELL MURFREESBORO CITY SCHOOLS 2552 SOUTH CHURCH ST MURFREESBORO, TN 37127-7135

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Genyffer Reyes

Product	Unit Price	Qty	Subtotal
Chromebook 11 3100	\$268.00	1611	\$431,748.00
Chrome Education	\$26.00	1611	\$41,886.00
Dell Latitude 5400	\$955.00	420	\$401,100.00
<b>Subtotal:</b>			<b>\$874,734.00</b>
<b>Shipping:</b>			<b>\$0.00</b>
<b>Non-Taxable Amount:</b>			<b>\$874,734.00</b>
<b>Taxable Amount:</b>			<b>\$0.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$874,734.00</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

<b>Chromebook 11 3100</b>	<b>\$268.00</b>	<b>1611</b>	<b>\$431,748.00</b>
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Estimated delivery if purchased today:  
Dec. 14, 2020  
Contract # C000000381302

Description	SKU	Unit Price	Qty	Subtotal
Dell Chromebook 3100	210-ARJL	-	1611	-
Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W)	338-BUUK	-	1611	-
4GB 2400MHz LPDDR4 Non-ECC	370-ADZI	-	1611	-
16GB eMMC Hard Drive	400-AWCY	-	1611	-
11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable	391-BDXY	-	1611	-
US English Keyboard, non-backlit	580-AHRW	-	1611	-
No Mouse	570-AADK	-	1611	-
Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEVK	-	1611	-
Label 0X02	389-DPUI	-	1611	-
Primary 3-Cell 42Whr Battery	451-BCNK	-	1611	-
65W AC Adapter 250V,1M	492-BCNV	-	1611	-
US Power Cord	537-BBBL	-	1611	-
Fixed Hardware Configuration	998-DYKK	-	1611	-
No UPC Label	389-BCGW	-	1611	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1611	-
Quick Start Guide	340-CKUZ	-	1611	-
EAN label	389-BKKL	-	1611	-
Not Included	631-ABBH	-	1611	-
Non-Touch LCD Cover	320-BCTK	-	1611	-
Min Config Packaging	340-CLRT	-	1611	-
Dell,Regulatory Label,FCC,25WX13HMM,R0.5	389-DPTG	-	1611	-
Intel(R) Label	389-BHZJ	-	1611	-
No Carrying Case	460-BBEX	-	1611	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	1611	-
Dell Limited Hardware Warranty Initial Year	823-5168	-	1611	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	823-5180	-	1611	-
Onsite/In-Home Service After Remote Diagnosis, 2 Years Extended	823-5184	-	1611	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1611	-
Accidental Damage Service, 3 Years	823-5234	-	1611	-
			<b>Qty</b>	<b>Subtotal</b>

<b>Chrome Education</b>	<b>\$26.00</b>	<b>1611</b>	<b>\$41,886.00</b>
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Estimated delivery if purchased today:  
Jul. 22, 2020  
Contract # C000000381302

Description	SKU	Unit Price	Qty	Subtotal
Chrome Education	A7611038	-	1611	-
			<b>Qty</b>	<b>Subtotal</b>
<b>Dell Latitude 5400</b>		<b>\$955.00</b>	<b>420</b>	<b>\$401,100.00</b>

Estimated delivery if purchased today:  
 Jul. 14, 2020  
 Contract # C000000381302

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	420	-
I5-8365U Processor	379-BDLC	-	420	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	420	-
No AutoPilot	340-CKSZ	-	420	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	420	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	420	-
Intel vPro Technology Enabled	631-ACBI	-	420	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	420	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	420	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEJG	-	420	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	420	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	420	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	420	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	420	-
No Mobile Broadband Card	556-BBCD	-	420	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	420	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	420	-
No Anti-Virus Software	650-AAAM	-	420	-
OS-Windows Media Not Included	620-AALW	-	420	-
E5 US Power Cord	450-AAEJ	-	420	-
Latitude 5400 Quick Start Guide	340-CLYF	-	420	-
US Order	332-1286	-	420	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	420	-
Fixed Hardware Configuration	998-DNGK	-	420	-
Regulatory Label, FCC	389-DPGZ	-	420	-
SupportAssist	525-BBCL	-	420	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	420	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	420	-
Waves Maxx Audio	658-BBRB	-	420	-
Dell Developed Recovery Environment	658-BCUV	-	420	-
Dell Power Manager	658-BDVK	-	420	-
Dell Latitude 5400 SRV	658-BEGG	-	420	-
Direct Ship Info	340-AAPP	-	420	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	-	420	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	420	-
No Option Included	340-ACQQ	-	420	-
No Mouse	570-AADK	-	420	-

No Resource DVD / USB	430-XXYG	-	420	-
ENERGY STAR Qualified	387-BBNO	-	420	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	420	-
EAN label	389-BKKL	-	420	-
No Removable CD/DVD Drive	429-AATO	-	420	-
Latitude 5400 bottom door	321-BEKW	-	420	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	420	-
Dell Limited Hardware Warranty	997-8317	-	420	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	420	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	420	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	420	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	420	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	420	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	420	-

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<b>Subtotal:</b>	<b>\$874,734.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$874,734.00</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



DELL CONTRACT CODE# 51AHO

**CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES**

between

**Dell Marketing L.P.**  
One Dell Way  
Round Rock, TX 78682  
("Dell")

and

**Wilson County Board of Education**  
415 Harding Drive  
Lebanon, Tennessee 37087  
("Customer")

This Customer Purchase Agreement ("CPA"), made between Customer and Dell as of the date of last signature below (the "Effective Date"), together with any Schedules, governs Customer's purchase of Products and Services from Dell for internal use. Customer and Customer's Affiliates may order from Dell and Dell's Affiliates under this CPA, in which case such Affiliates shall be "Customer" and "Dell" for the purposes of such orders. Dell and Customer are each referred to individually as a "party," and collectively as the "parties."

**1. DEFINITIONS**

- A. "Dell" means Dell Marketing L.P. or the Dell Affiliate identified on the Order.
- B. "Dell Affiliate" means a direct or indirect subsidiary of Dell Inc. located in the United States.
- C. "Hardware" means computer hardware, related devices and other accessories including all embedded components (excluding Software).
- D. "Hardware Services" means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).
- E. "Order" means an order placed for Products and/or Services by (a) a written ordering document or agreement under this CPA that is executed by the parties, such as a signed Dell quotation or SOW, (b) Dell's online ordering process at Dell.com or other Dell electronic ordering process agreed to by Dell and Customer, or (c) a Customer purchase order accepted by Dell.
- F. "Products" means Hardware, Software or both.
- G. "Professional Services" means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.
- H. "Schedule(s)" means the Product Schedule or Services Schedule to this CPA, and any other schedules later executed by the parties under this CPA, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule, capitalized terms in Schedules shall have the meaning defined in the CPA.
- I. "Services" means either Hardware Services, Professional Services, or both.
- J. "SOW" means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to Customer, including without limitation, "Statements of Work," "Service Descriptions," "Specification Sheets," "Task Orders," "Order Forms" and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at Dell.com/servicecontracts/global.
- K. "Third-Party Products" means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.

## 2. TERM; AUTO-RENEWAL

This CPA continues for a period of five (5) years from the Effective Date. Unless terminated under Section 10 ("Termination"), this CPA may be renewed on the anniversary of the Effective Date for one (1) additional five (5) year period (each period, a "Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current Term. Each Service and Software license will continue for the term stated in the applicable SOW or Software Agreement (as defined in Section 5.B), unless terminated earlier in accordance with its terms or this CPA. Hardware Service may be renewed if Customer pays a renewal invoice from Dell or continues to use the Hardware Service past its initial term.

## 3. ORDERING AND PAYMENT

- A. **Quotes and Orders.** Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to this CPA (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. Customer shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.
- B. **Payment.** Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Payment must be made in the method and currency identified by Dell. Dell must approve in writing any assignment by Customer of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC). Dell, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. Customer will pay all reasonable legal fees (including reasonable attorney's fees) and costs associated with collection of overdue amounts.
- C. **Taxes.** Customer is responsible for payment of any sales, use, VAT, GST and any other similar taxes or governmental fees associated with Customer's Order, except for taxes based on Dell's net income, gross revenue or employment obligations. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, goods and services, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction, and will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.

## 4. SERVICES

The following shall apply to all purchases of Services under this CPA:

- A. **SOW.** Services shall be subject to the additional terms contained in any SOW executed or otherwise provided by Dell in connection with the Service.
- B. **Third-Party Products.** If Customer provides or makes available Third-Party Products for Dell to use in connection with the Services, Customer (a) authorizes Dell to use such Third-Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make the Third-Party Products available to Dell, and (c) agrees that Dell shall not be liable to Customer if Dell's authorized use causes warranties or other services contracts for the Third-Party Products to become void.
- C. **Services Software.** "Services Software" is Software that Dell may make available to Customer as necessary to enable Customer to receive and use the Services. Services Software may be hosted by Dell or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software as necessary to receive

and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.

- D. **Customer Obligations.** Except as may be expressly agreed by the parties in writing, Customer shall be solely responsible to back up all data on its systems and to install all equipment or technology upgrades, refreshes, and replacements. Customer shall provide timely access to Customer personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on Customer's premises, Customer shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.
- E. **Data.** In connection with Dell's performance of or Customer's use of the Services or Services Software, Dell may obtain, receive, and/or collect data or information, including system-specific data (collectively, the "Data"). Customer grants Dell (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or the Services Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Dell's internal, marketing and sales activities; and (iii) the right to copy and maintain the Data on Dell's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in order for Dell to provide Services hereunder.
- F. **Updates.** It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

## 5. SOFTWARE

Customer may purchase Software licenses under this CPA for Software licensed to Customer by Dell or a Dell Affiliate ("Dell Licensed Software") and for Software licensed to Customer by a third party ("Third-Party Software").

- A. **"Software"** means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.
- B. **"Software Agreement"** means either (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to Customer by Dell, then the applicable licensing terms found at [www.dell.com/licenseagreements](http://www.dell.com/licenseagreements) will apply.
- C. **"Software Terms"** means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the "Licensor") (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the Licensor's rights in connection with a change of control of Licensor or a sale of its assets; (f) Customer's compliance obligations with respect to the Software; (g) the parties' rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties' liability in the event of a misappropriation, misuse, or disclosure of the other party's intellectual property, including, but not limited to the Software.
- D. **Governing Terms.** Dell Licensed Software shall be governed by this CPA, the Software Terms, and the applicable Order provided to Customer by Dell (if any). Third-Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and Customer, the sections of this CPA regarding payment, taxes, warranty, and liability.

## 6. LIMITED WARRANTY

DELL'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. DELL'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS

EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES").

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."

## 7. CONFIDENTIALITY

"**Confidential Information**" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("**Representatives**"), or governmental taxing authorities, on a "need-to-know" basis in connection with this CPA. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party's trade secrets and intellectual property shall never expire.

## 8. INDEMNIFICATION

- A. Dell shall defend and indemnify Customer against any third-party claim that Dell-branded Products, Services or any tangible items provided as part of the Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Claims**"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products or Service-related deliverables, if any, or for Dell to continue performing the Services; (2) modify such Products or Services to make them non-infringing; (3) replace such Products or Services with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Service-related deliverables, if any. Dell shall have no obligation for any claim arising from (a) modifications of the Products or Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products; (c) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes Customer provides or requests or (d) Customer's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement. Dell's duty to indemnify and defend under this Indemnification Section is contingent upon: (i) Customer's prompt written notice of the Claim (ii) Dell's right to solely control the defense and resolution of the Claim, and (iii) Customer's cooperation in defending and resolving the Claim. These are the exclusive remedies for any third-party intellectual property claim, and nothing in this CPA or elsewhere will obligate Dell to provide any greater indemnity.

- B. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, Customer shall indemnify, to the extent allowed by law, Dell against any third-party claim resulting or arising from (1) Customer's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by Customer to be used with, installed or integrated as part of the Products or Services; (2) Customer's violation of Dell's proprietary rights; (3) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws; or (4) Customer transferring or providing access to Excluded Data to Dell.
- C. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, each party shall indemnify, to the extent allowed by law, the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in the performance of its obligations under this CPA.
- D. The indemnified party will (a) promptly notify the indemnifying party in writing of any such claim and grant the indemnifying party sole control of the defense and resolution of such claim and (b) cooperate with the indemnifying party, at the indemnifying party's expense, in defending and resolving such claim. The indemnification provisions of this section shall be limited by the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act as applied to Customer.

## 9. COMPLIANCE WITH LAWS

- A. Customer's purchase of Dell's Products or Services is for its own use, not for resale, export, re-export, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions, as well as comply with Dell's trade compliance policies. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except with prior written authorization by Dell's trade compliance and/or legal teams and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.
- B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Dell is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Dell shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.
- C. Dell's privacy policies explain how Dell treats personal information and protects its customers' privacy and can be found at [Dell.com/privacy](http://Dell.com/privacy).

## 10. TERMINATION

Either party may terminate this CPA for convenience by providing at least 30 days prior written notice to the other or by providing timely written notice of non-renewal under Section 2. Either party may terminate this CPA, a SOW, or a Software Agreement (a) for a material breach of the CPA, SOW, or Software Agreement by the other party which is not cured within 30 days of the breaching party's receipt of written notice of the breach

Dell may terminate this CPA, a SOW, or a Software Agreement with 10 days' written notice if Customer does not make payment as required by this CPA or the applicable SOW or Software Agreement (where such payment is not subject to a good faith dispute). If this CPA is terminated for convenience (or not renewed), all then-existing SOWs and Software Agreements shall remain in force for their stated term and shall continue to be governed by this CPA. If this CPA or an SOW or Software Agreement is otherwise terminated, all rights and obligations of the parties under this CPA or the

terminated SOW or Software Agreement shall automatically terminate, except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

## 11. LIMITATION OF LIABILITY

- A. EXCEPT FOR CLAIMS RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CPA OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.
- B. EXCEPT FOR CLAIMS RESULTING FROM THE A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO THE AMOUNTS PAID DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (i) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (ii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.
- C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

## 12. ADDITIONAL TERMS

- A. **Independent Contractor Relationship; Assignment; Subcontracting.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an express or implied obligation on behalf of the other party except as specified in this CPA. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Dell has the right to assign, transfer, subcontract, or delegate in whole or in part this CPA, or any of its rights, duties, obligations or liabilities provided that if it delegates or subcontracts its duties in providing Services, Dell shall remain responsible for the performance of such Services under this CPA. Customer may not assign or transfer this CPA without Dell's permission, which shall not be unreasonably withheld.
- B. **Excused Performance.** Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of Dell, its affiliates or their subcontractors to perform their obligations under this CPA will be excused to the extent such non-performance is caused by the acts or omissions of Customer, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this CPA (including payment), but rather will only excuse a delay in performance.
- C. **Personnel.** If Customer submits a written notice (with details of Customer's concerns) request to Dell to discontinue immediately or as of a certain date from using a particular individual or subcontractor (whether an individual or entity) to provide services under this CPA, Dell will work to quickly comply with the request and notify Customer of the steps to be taken to address the request; and, Customer understands and acknowledges that any change that may occur as a result of the request may have an impact on the timing and availability of the services and products that are impacted by any such change.

- D. **Excluded Data.** Customer acknowledges that Products and Services provided under this CPA are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.
- E. **U.S. Government Restricted Rights.** The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.
- F. **Governing Law.** This CPA and any related SOW(s) and Software Agreements, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Tennessee, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- G. **Venue.** The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in the State of Tennessee. The parties agree to submit to the personal jurisdiction of such courts and waive any right to have any Dispute resolved in any other venue. If any party breaches this provision by filing in any other court, the breaching party will owe the non-breaching party all their attorneys' fees and costs incurred in response to that breach.
- H. **Limitation Period.** NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR DISPUTE FILED MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.
- I. **Dispute Resolution.** Customer and Dell will attempt to resolve any Dispute through negotiation. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- J. **Attorneys' Fees.** In any Dispute, each party will bear its own attorneys' fees and costs.
- K. **Notices.** Notice to Dell under this CPA or any related Order must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, to be effective upon receipt.

Dell Marketing L.P., Attn: Contracts Manager  
 One Dell Way, Round Rock, Texas 78682  
 Dell\_Legal\_Notices@dell.com

Wilson County Schools  
 Deputy Director of Schools  
 415 Harding Drive  
 Lebanon, TN 37087

- L. **Entire Agreement; Order of Precedence; Severability.** This CPA, including its Schedules, attachments and Orders, each of which is incorporated in this CPA for all purposes, constitutes the entire agreement between the parties concerning the subject matter of this CPA. There are no representations, understandings or agreements, written or oral, relative to this CPA that are not fully expressed in this CPA. In entering into this CPA, neither party is relying upon any representations or statements of the other that are not fully expressed in this CPA; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Schedule, or an Order, the terms will take precedence in the following order: the Order, the Schedule, and

this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Software Agreement, or an Order, the terms will take precedence in the following order: the Order, the Software Terms, and this CPA. Notwithstanding the foregoing, any preprinted terms on Customer's purchase order shall be of no force or effect. Modifications to this CPA will be made only through a written amendment signed by both parties. If any provision of this CPA, or any Schedule or SOW is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this CPA or the affected Schedule or SOW will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

By their signatures below, Dell and Customer agree to the terms and conditions in this CPA:

**Dell Marketing L.P. ("Dell")**

By:

Amanda Elizabeth Hudson  
Signature

Amanda E. Hudson

Printed Name

Contracts Manager

Position

March 28, 2019

Date

**Wilson County Board of Education ("Customer")**

By:

Donna L. Wright  
Signature

Donna L. Wright

Printed Name

Director of Schools

Position

3-22-19  
Date

By:

Larry Tomlinson  
Signature

Larry Tomlin

Printed Name LARRY TOMLINSON

Chairman of the Board

Position

3/22/19  
Date

## Product Schedule to Customer Purchase Agreement

1. **General.** This Product Schedule ("Schedule"), in addition to the Customer Purchase Agreement ("CPA"), into which this is hereby incorporated, states the terms for Orders for Products and Hardware Services by Customer from Dell. Unless otherwise defined in this Schedule, capitalized terms herein shall have the meaning defined in the CPA.
2. **Prices.** The prices charged for Products purchased under this Schedule shall be the fixed price for Standard Configurations as specified in Exhibit A to this Schedule or as otherwise quoted by Dell. Additional charges will apply if Customer requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.
3. **Shipping Charges; Title; Risk of Loss.** Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within 5 days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.
4. **Hardware Returns, Exchanges and Repairs.** Customer agrees to Dell's return policy at [Dell.com/returnspolicy](http://Dell.com/returnspolicy). Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for the return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees may apply. If Customer fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.
5. **Cancellation of Order.** Customer may change or cancel an order for Dell-branded Products only up until the time Dell begins manufacturing the Products. Otherwise, Customer may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.
6. **Exclusions.** Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.
7. **Suspension of Hardware Services.** Dell may suspend Hardware Services if Customer purchased the Hardware Services through a reseller and the agreement between Customer and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer.
8. **Limited Warranty.** The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at [Dell.com/warrantyterms](http://Dell.com/warrantyterms). Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. Customer's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.

## Exhibit A to Product Schedule Special Pricing Structure for Fixed Configurations

**Special Pricing.** During the Special Pricing Period, the referenced/attached Dell Configurations will be available to Customer for Customer's direct purchases from Dell and only for Customer's own internal use at the stated prices (for purchases from and delivered within the United States). Customer may only use such purchased items for its' own internal business uses and the purchases may not be sold, transferred, leased, or otherwise provided to any other entity or individual. The stated prices are fixed prices for the specific Dell Configurations and may not be aggregated or combined with any other discounts for which Customer may be eligible. In addition, the pricing terms set out above only apply to the specific Dell Configurations and any modifications or other items will be quoted by Dell for acceptance by Customer or otherwise as agreed in writing by Customer and Dell.

The Dell Configurations may be revised as mutually agreed without amending the contract, via mutually agreed quotations through the online electronic ordering portal made available for use by Customer.

**Quarterly Reviews and Product Transition.** Dell's account team will meet with Customer on a quarterly basis to review pricing, as well as Customer's purchased volumes and purchase forecasts. If an above Dell Configuration reaches the end of its life cycle during the Special Pricing Term, Dell will continue to work with Customer to develop a plan for a smooth transition to a comparably configured (specifications and functionality at or above the overall system levels of the discontinued Dell Configuration). The prices for any future configurations offered to Customer are subject to change for: (i) any factor external to Dell that may have a material impact on Dell's business operations or supply chain (ii) in the event of structural or significant changes in the way Dell develops its list pricing; (iii) if key vendors to Dell significantly change their pricing structure to Dell; or (iv) if Customer breaches or otherwise materially fails to comply with its commitments under this Agreement. In the event of a pricing change (whether a reduction or an increase), the new pricing will apply only to future orders placed by the Customer, and the new pricing will be subject to acceptance and approval by Customer through orders through Customer's electronic ordering portal or by a formal amendment to this agreement.

**Technology Changes.** As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Dell's policy is necessarily one of product update and revision. Dell may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Dell will provide a product of the same or greater functionality, providing the product is available as part of Dell's standard product listing. Should the original product be discontinued before the replacement product has reached price parity with the original product, Dell reserves the right to re-negotiate prices for the products.

**Exhibit A to the Product Schedule**  
**Special Pricing Structure for Catalog Offers**  
**Discount Structure**

For general purchases, Dell will provide the minimum discounts identified below for select offerings generally described in the below table. The discounts are based on Dell's then current retail pricing and Dell reserves the right to change the retail pricing (which would also change the discounted selling price) at any time to apply to future orders.

**Discounts:** Product classifications and Categories may be changed by Dell without notice.

<b>Discount Category</b>	<b>Product Classification</b>	<b>Minimum Discount off Dell Retail Price</b>
A	PowerEdge Departmental Servers, PowerApp Appliance Servers, PowerVault Storage Products, Precision Workstations, Selected Dell/EMC; Selected OptiPlex Desktops and Selected Latitude Notebooks, VxRail	11.5%
F	Toner; Third-Party Printers through Dell S&P	No discount
H	Value Latitude, OptiPlex , Workstation, Future Products to be Determined	5%
M	3rd Party Software & Peripherals – Mainstream Products	5%
O	Selected Service on PowerEdge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus, Business Care Plus-On-Site Service (all years)	13%
R	On-Site Service – NBD On-Site Service (Extended years), Critical Care On-Site Service (all years)	14.5%
S	Selected Promotional Offers; Inspiron; Selected Latitude, SC PowerEdge; Selected Dell/EMC Branded Peripherals/Imaging; Power Connect, Axim, Projector, Printer	2%
X	Software and Peripheral (S&P) Specific, Non-discountable Products	No discount
ZS	Non-Discountable Service	No discount

Dell's current published retail price list is available at <http://ftpbox.us.dell.com/slgl/weekly/dellpricereport.pdf>

In the event customers purchasing products and services receive more advantageous pricing based on the customer's requested solutions or participate in special promotional offers (included those that provide additional discounted or specially priced and bundled options), the above discounts will not be applicable. The final customer-accepted Dell Quote or Dell procurement response will contain the applicable pricing and other details for the ordered individual offerings or for bundled offering configurations or special offers. Customer understands that the bundled offering or special promotional offerings may include other discounted or reduced cost or no additional cost products and services and the Customer may compare the bundled offering and any additional services to the line item pricing and minimum discounts to the Dell retail price list.

## Services Schedule to Customer Purchase Agreement

1. **General.** This Services Schedule ("Schedule"), in addition to the Customer Purchase Agreement ("CPA"), into which this Schedule is hereby incorporated, states the terms for Orders for Professional Services under the CPA.
2. **Orders.** An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by Customer via a Dell online ordering process; or (c) a Customer purchase order for those Professional Services described in Service Descriptions at [Dell.com/servicecontracts/global](http://Dell.com/servicecontracts/global) as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be deemed incorporated into the Order and preprinted terms on the purchase order shall not apply.
3. **Charges.**
  - A. **Billing.** Professional Services shall be billed at the rates stated in the SOW, which shall either be (a) per-hour or per-eight hour day ("Time and Materials") or (b) a fixed price for the tasks to be performed and deliverables to be provided ("Fixed Price"). The hours or days stated in a Time and Materials Services SOW are a good faith estimate of the time required to perform the Professional Services described in the SOW, but not a commitment to complete them in that amount of time. However, Dell will only perform Professional Services beyond the contracted hours on the written authorization of Customer. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service.
  - B. **Travel Expenses; Taxes.** Unless otherwise stated in an SOW, Customer shall (i) reimburse Dell for actual, reasonable travel-related and other out-of-pocket expenses incurred in connection with any Services and (ii) pay any applicable sales, use, or other taxes Dell is required to collect in connection with the Services, except that Dell shall be responsible for its franchise, property, and employment taxes and taxes based on its net income.
  - C. **Cost of Living Adjustment.** This Section 3.C shall apply to SOWs with a term longer than 1 year. Dell may adjust prices on any anniversary of the effective date of such an SOW if on such date the ECI (as defined below) is higher than it was on the immediately preceding anniversary date. The permitted price adjustment shall be calculated by multiplying the then-existing price(s) by a factor equal to the new ECI divided by the immediately preceding ECI, minus one. Each price adjustment shall remain in effect until the next permitted adjustment.

For purposes of this Schedule, "ECI" means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by Dell and Customer.
4. **Warranty.** Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer's exclusive remedy and Dell's sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within 30 days of the performance of the Services.
5. **Suspension of Professional Services.** Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services is purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.
6. **Intellectual Property.** During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided ("IP"). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services ("Pre-existing Dell IP") for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Water Storage Tank Actuator Modifications

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Purchase equipment components for the existing actuators at each of MWRD's water storage tanks. These modifications will allow the controlling of the actuators by allowing them to modulate or allow partial opening/closing capability as opposed to fully open or fully closed.

**Staff Recommendation**

Approve sole source purchase of equipment components for the existing Rotork actuators from Eco-Tech, Inc. the sole source provider for Rotork.

**Background Information**

A challenge facing Murfreesboro's water system is associated with the fact that the Stones River Water Treatment Plant (SRWTP) fills a single pressure plane that then stores water in five distribution storage tanks (DSTs) spread throughout the service area. Unfortunately, because each tank is located at different distances from the SRWTP and the demands in the areas surrounding each tank vary, the tanks fill and drain at different rates. Certain customers near the SRWTP experience very high-water pressure, and we believe the distribution system loses a lot of water through leakage in these high-pressure areas.

In order to alleviate these challenges, a solution was proposed in the Water Resource Integration Plan (WRIP) that would add two booster pumping stations near the Tiger Hill and Stoney Meadows DSTs to fill these tanks more quickly. The estimated one-time capital costs were \$870,000 with \$7,500 annual operating costs.

A better solution has been identified. By modifying the actuators which allow them to modulate, or partially open and close, Specific Energy's Distribution System Optimizer (DSO) system can be incorporated to better manage the filling and draining the DST's. The DSO solution will allow the filling of the Tiger Hill and Stoney Meadows tanks faster, will balance the hydraulics of the system to reduce peak pressures (which is anticipated to reduce water loss in the system), will reduce pressure surges by controlling the speed of opening and closing of the valves on each tank, and will integrate the distribution system water quality to the operation of the high service pumps to improve both water quality and energy efficiency.

The proposed cost of the DSO solution is estimated at \$150,000, including the first year of annual service for the software interface, communications, updates, and data storage. After that, the annual service will cost \$8,000 per year.

The DSO solution is expected to afford the department over \$700,000 in cost savings. Staff is not asking the Council to consider approval of the DSO system at this time; however, we hope to bring a proposal to the Council at next month's meeting for your consideration.

### **Council Priorities Served**

*Maintain public safety*

MWRD ensures that facilities are properly maintained to provide water to customers without causing damage to property or persons.

### **Fiscal Impact**

The costs associated with modifying the actuators at each of the tanks, including installation, is \$24,300. These improvements have been budgeted in the Department's FY21 capital expenditures in the amount of \$32,000.

### **Attachments**

Eco-Tech Rotork Quote

**ECO-TECH, INC.** 156 Hickory Springs  
Industrial Drive



Canton, GA 30115

P-770-345-2118  
F-770-345-2699

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June 25, 2020

TO: Mike Papula  
LOCATION: Murfreesboro, TN  
DATE: June 25, 2020  
QUOTATION BY: Mike Bartlett  
QUOTATION #: MB200625  
ROTORK REF#: CUS091385-00-2

PAGE: 1 of 1

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### **Rotork addition of 10 FOLO/CPT Units – Labor and Materials**

\*\*Pricing is good for 60 days from listed date. Rotork Conditions of Sale apply, copies of which are available on Rotork's website ([www.rotork.com/en/about-us/index/customers](http://www.rotork.com/en/about-us/index/customers)) or on request.\*\*

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
RSS - Travel Fee Mileage	262.00	\$0.58	\$151.96
RSS - Travel Fee Per Diem	4.00	\$75.00	\$300.00
RSS - Labor	48.00	\$168.00	\$8,064.00
IQT Pro Conversion Kit Folomatic plus CPT	10.00	\$1,741.00	\$17,410.00

Total: **\$25,925.96**

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** West Fork Stones River Bioassessment and J. Percy Priest Stratification Study

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Continued river and reservoir health assessments to support expanded National Pollutant Discharge Elimination (NPDES) permit and Water Resource Recovery Facility (WRRF) expansion

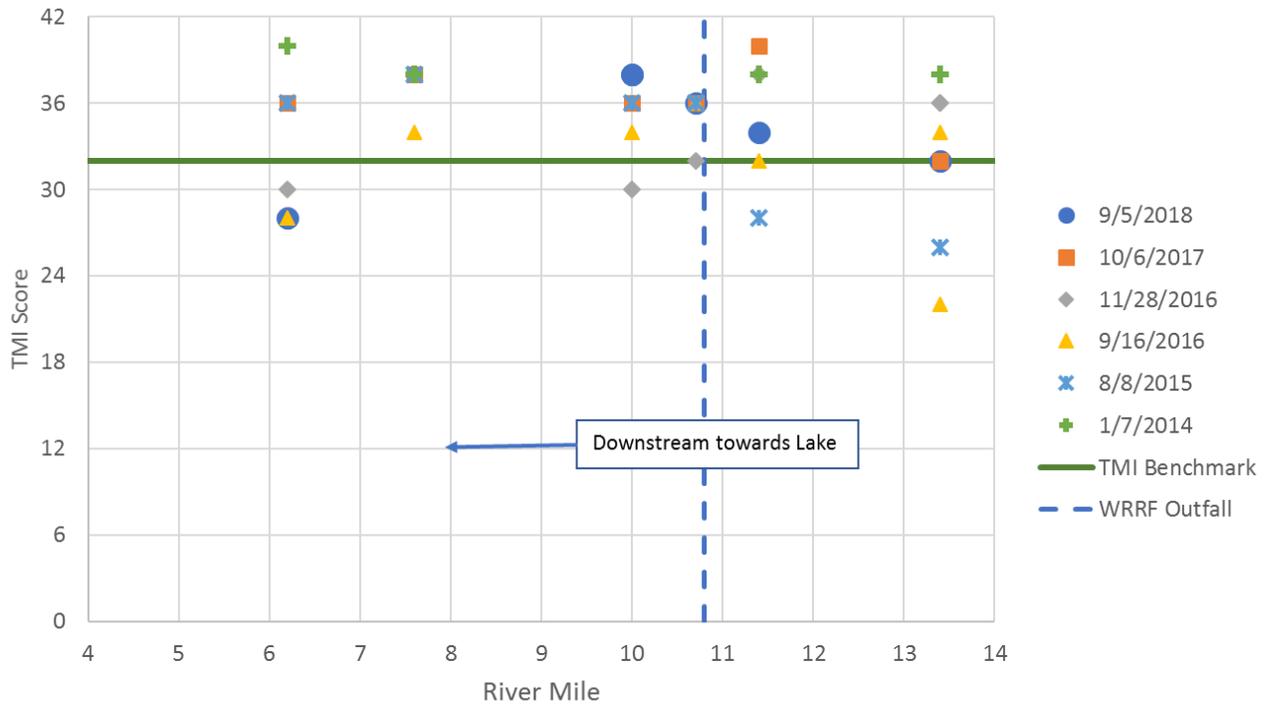
**Staff Recommendation**

Approve amendment #7 to SSR Task Order 09-47-001.2 to allow for continued biological sampling of the West and East Fork Stones River (WFSR) and stratification study of J. Percy Priest Reservoir.

**Background Information**

AquAeTer has completed its water quality and stream assessments for the West and East Fork Stones River commissioned for 2014-2019. The bioassessment monitoring results were very encouraging and demonstrate that the WFSR is healthy and meeting its designated uses. The attached summary of work and associated task order is necessary to continue this work through the summer of 2020, as a next installment of developing the protocol that we believe will help create a new permitting framework for the City with TDEC.

These sampling results for the West Fork Stones River (2014 thru 2018) are depicted in the chart below:



All results demonstrate the West Fork is exceeding the standard for Tennessee Macroinvertebrate Index (TMI) of 32 (scores above the horizontal dashed line) of Murfreesboro’s ecoregion. Additionally, the assessments demonstrate that the effluent being discharged from the WRRF is not impacting stream health (left of dashed vertical line). TMI scores assess biological integrity of streams. Macroinvertebrates are used by TDEC as indicator organisms to determine if a stream supports fish and aquatic life.

The continued sampling efforts and TMI scores are intended to support the strategy of approaching TDEC to offer alternate permitting potentials to the City of Murfreesboro as we attempt to get ahead of the growth projected in the Murfreesboro 2035 Comprehensive Plan. One of the main overarching goals that the Department has over the next 20 years is to influence the regulatory framework focusing on reclaimed water.

In addition to the macroinvertebrate sampling, staff has asked AquAeTer to conduct another stratification study of J. Percy Priest Reservoir. This study is to demonstrate that during stratified conditions in the reservoir, the phosphorus being discharged from the WRRF is not getting into the lower reaches or deeper part of the lake where Smyrna is withdrawing water to supply their drinking water plant. Past assertions have been made that phosphorus from the WRRF had been getting to the bottom of the lake during summertime conditions, binding with manganese, and causing problems at Smyrna’s drinking water treatment plant and creating “black” water discharge at certain residents (see photo).



## **Council Priorities Served**

### *Improve economic development*

An expanded NPDES permit allows for the expansion of the City's WRRF which affords Murfreesboro development and growth opportunities.

### *Expand infrastructure*

An expanded WRRF allows MWRD to expand its sanitary sewer infrastructure and add connections to the collection system.

## **Fiscal Impact**

The additional expense of \$108,800 will be funded from MWSD's 5-yr CIP earmarked \$150,000 for Stones River Water Quality studies for FY21.

## **Attachments**

1. Fiscal Impact History of Task Order
2. Illustration of the West Fork Stones River and Stream Zones

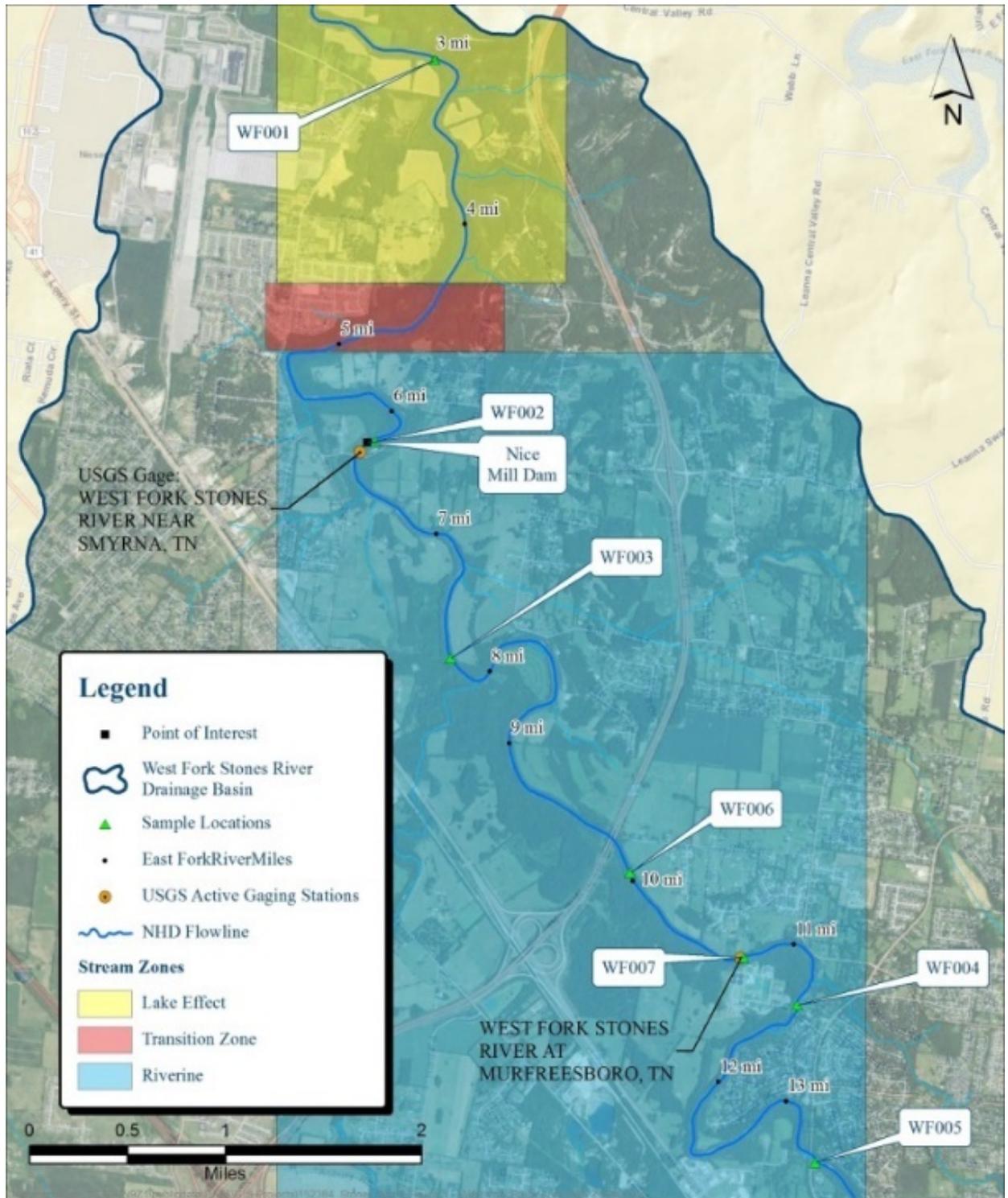
Attachment 1 - Fiscal Impact History of Task Order

	Date	Cost	Description
<b>Initial Task Order</b>	March 2014	\$207,000	Bioassessment sampling & development of antidegradation criteria and 7Q10 to support expanded NPDES permit
<b>Amendment #1</b>	May 2014	\$14,261	Expanded sampling for NPDES permit application
<b>Amendment #2</b>	October 2015	\$12,000	NPDES Permit Application Preparation
<b>Amendment #3</b>	July 2016	\$98,920	E. & W. Fork Sampling Summer and Winter 2016/17
<b>Amendment #4</b>	Sept 2016	\$20,300	E. Coli sampling
<b>Amendment #5</b>	June 2017	\$61,600	W. Fork Summer 2017 Sampling
<b>Amendment #6</b>	December 2018	\$90,500	E. & W. Fork Summer and Winter Sampling 2018 Summer 2019
<b>Amendment #7</b>	June 2020	\$108,800	E. & W. Fork Summer Sampling 2020 and JPP stratification study
	<b>Total</b>	<b>\$613,281</b>	

**Attachments**

- SSR Amendment to Task Order 09-47-001.2 Amendment #7
- AquAeTer Proposal to Conduct Water Quality and Biological Analyses of the East Fork and West Fork Stones River
- AquAeTer Proposal to Conduct a Stratification Study and Additional Water Quality Data Collections of the West Fork Stones River, East Fork Stones River, and the Stones River/Percy Priest Lake for the Murfreesboro Water and Sewer Department

**Attachment 2 – Illustration of the West Fork Stones River and Stream Zones**





215 Jamestown Park, Suite 100 • Brentwood, TN 37027 • (615) 373-8532

June 17, 2020

202621

Mr. Brent Fowler, P.E.  
Smith Seckman Reid, Inc.  
2995 Sidco Drive  
Nashville, Tennessee 37204

Sent via e-mail to [BFowler@ssr-inc.com](mailto:BFowler@ssr-inc.com)

**RE: Proposal to Conduct a Stratification Study and Additional Water Quality Data Collections of the West Fork Stones River, East Fork Stones River, and the Stones River/Percy Priest Lake for the Murfreesboro Water and Sewer Department**

Dear Mr. Fowler:

At your request, AquAeTer, Inc. has prepared a Scope of Work to provide additional water quality studies and analyses for the East Fork Stones River, the West Fork Stones River, and Percy Priest Lake. The main focus of this work will be to perform a second dye trace to confirm the flow pathway of the stream through Percy Priest Lake. Last year's results indicated that the West Fork Stones River flows into Percy Priest and remains in the metalimnion when the Lake is stratified. A second study is recommended to show that this is not a one-time phenomenon. Additional water quality parameters are also recommended during this study.

## **SCOPE OF WORK**

**AquAeTer** has prepared the following scope of work for this project. The scope of work will include monitoring both the East Fork Stones River and the West Fork Stones River to assess the current status with regards to their designated uses.

### **Work Plan**

A dye trace was conducted during the 2016 WLA study and again in late summer of 2019. The Work Plan will be amended as needed to include additional water quality parameters.

## Stream Investigations

TDEC has listed Percy Priest Lake's designated use as a water supply as "threatened" by phosphorus from the West Fork Stones River and the City of Murfreesboro's outfall. This description has not been described by TDEC and data used as the basis for this description have not been provided, despite requests by the City. The stratification study completed last year showed that the West Fork Stones River was not hydraulically connected to the hypolimnion, which is where the Smyrna water intake structure draws water. Additional data taken indicate large phosphorus concentrations in the Lake bed sediments. It is expected that this phosphorus is more likely to be released to the sediment when the water column in contact with the sediment is anoxic or anaerobic, which occurs when the Lake becomes stratified.

We would suggest analyses of the water and sediments during a non-stratified condition as well. We have included a second round of water quality sampling in this proposal.

## Dye Study

Rhodamine WT dye will be injected at the Murfreesboro Water Resources Recovery Facility. Four locations, dependent upon the availability of appropriate equipment, are proposed for deploying dye monitoring equipment, as follows:

- a. West Fork Stones River, downstream from Nice Mill Dam, but upstream from the embayment;
- b. West Fork Stones River, upstream from confluence with the East Fork Stones River, in the embayment area;
- c. Stones River, within approximately one mile downstream from the confluence;
- d. Stones River, near Jefferson Street Bridge.

At each location within Percy Priest, sondes will be deployed in the epilimnion, metalimnion, and hypolimnion. Each sonde will monitor water quality and Rhodamine. The sondes will be deployed for approximately 2 to 5 days, dependent upon the time of travel.

A fifth station will be monitored for water quality constituents near the water intake facility on the East Fork Stones River near I-840, operated by Consolidated Utilities District. No equipment will be deployed, but water quality will be monitored at this location.

In addition to the sonde deployment and retrieval, 4 River trips will be conducted. The first will be an initial trip to assess the water quality at the three locations. The other three will be conducted to supplement the dye monitoring sondes. If the dye has not reached the sondes at the time of retrieval, one of the trips will be used to find the dye with the equipment on the boat.

At each station, sediment samples will be collected, once during the dye study, and once following the end of stratification. These samples will be analyzed for metals and nutrients. It is anticipated that equipment will be able to collect the sediment samples. However, if the equipment cannot collect sediment at the station, AquAeTer may send our certified divers to collect sediment. Diving costs have not been included. If diving is necessary, AquAeTer will send a change order to cover the costs of the equipment.

The inclusion of this station will allow us to determine if the downstream water treatment plant is being subjected to different conditions in the water. The post-stratification event is intended to show the difference in water column constituents when the lower levels are not anoxic.

### **Meetings**

We have not included separate costs for meetings for this portion of ongoing work. We assume that we can discuss these results at one of the meetings proposed for the macroinvertebrate sampling work.

### **Report**

At the completion of all field events, one full report will be developed summarizing the findings of all events. In addition, a separate BOD sample report will be provided.

## **SCHEDULE**

**AquAeTer** is prepared to begin this project upon authorization from the City of Murfreesboro. The Work Plan is complete. It is anticipated that the field work for the stratification investigation will take place beginning in July 2020. It is anticipated that the Lake will be stratified in August or September. The post stratification event is expected to occur in October or November 2020.

It is anticipated that the first draft of the summary report will be available in the Fall or Early Winter of 2020, depending upon the timing of the post-stratification monitoring.

## **COST ESTIMATE**

**AquAeTer** has prepared a cost estimate for this work, as presented in Table 1. The total estimated cost is \$41,100. This cost includes monitoring in the Lake, the dye study, and a follow-up monitoring event-post stratification.

## PROJECT EXPERIENCE

**AquaTer** professionals have extensive water quality and NPDES Permitting project experience in 29 states, 1 territory and 6 foreign countries. A few projects pertinent to this project include work in Tennessee, Georgia, Alabama, Florida, South Carolina, North Carolina, Arkansas, Louisiana, Texas, and Oklahoma.

Our team has conducted numerous comprehensive water quality and TMDL analyses including nutrient eutrophication issues as well as biological investigations. Previous work experience includes:

- East Fork Stones River, Murfreesboro, Tennessee;
- West Fork Stones River, Murfreesboro, Tennessee;
- Harpeth River, Franklin, Tennessee;
- Cumberland River, Nashville, Tennessee;
- Mill Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Overall Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Tennessee River, Counce, Tennessee;
- Tennessee River, New Johnsonville, Tennessee;
- Clinch River, Oak Ridge and Clinton, Tennessee;
- Duck River, Columbia, Tennessee;
- Pigeon River, Tennessee;
- French Broad River, Tennessee;
- Pigeon River, North Carolina;
- Tombigbee River, Naheola, Alabama;
- Intracoastal Waterway, Gulf Shores, Alabama;
- Alabama River, Burkville, Alabama;
- Alabama River, Yellow Bluff, Alabama;
- Huntsville Spring Branch/Indian Creek, Redstone Arsenal, Alabama;
- Tennessee River, Decatur, Alabama;
- Tombigbee River, Naheola, Alabama;
- Conecuh, Brewton, Alabama;
- Escambia River and Escambia Bay, Pensacola, Florida;
- St. Johns River, Palatka, Florida;
- Hillsborough Bay, Tampa, Florida;
- Manatee River, Bradenton, Florida;
- North and West Bays, Panama City, Florida;
- Turtle River, Brunswick, Georgia;
- North Newport River, Georgia;
- Conasauga, Coosawattee and Oostanaula Rivers, Dalton, Georgia;
- Chattahoochee River, Atlanta, Georgia;
- Ocmulgee and Altamaha Rivers, Georgia;
- Flint River, Woodbine and Oglethorpe, Georgia;
- Savannah River, Augusta, Georgia;

- Broad River/Savannah River/Lake Murray, Elberton, Georgia;
- Ouachita River, Camden and Crossett, Arkansas;
- Red River, Ashdown and Fulton, Arkansas;
- Arkansas River, Little Rock, Arkansas;
- Arkansas River, Russellville, Arkansas;
- Pearl River, Monticello, Mississippi;
- Tennessee River, Calvert City, Kentucky;
- Arkansas River, Muskogee, Oklahoma;
- Grand Neosho River, near Pryor, Oklahoma;
- Mississippi River, Cordova, Alton, and Sauget, Illinois;
- Illinois River, Ottawa and Henry, Illinois;
- Illinois River, Liverpool, Illinois
- Wabash River, Cowling, Illinois;
- Rock River, Rockford and Joslin, Illinois;
- St. Joseph River, Auburn, Indiana;
- Lake Michigan, Whiting, Indiana;
- Wabash River, Terre Haute, Indiana;
- Fox River, Twin Locks, Wisconsin;
- Superior Bay, Duluth, Minnesota;
- St. Louis River, Cloquet, Minnesota;
- Embarrass River, Aurora, Minnesota;
- Fields Brook/Ashtabula River, Ashtabula, Ohio;
- Lake Erie, Ashtabula, Ohio
- Ohio River, Cincinnati, Ohio
- Paint Creek, Greenville, Ohio
- Amuay Bay, Amuay, Venezuela;

## **PROJECT TEAM**

**AquaEter** will assign Mike Corn, P.E. (TN), BCEE as Technical Director. Mr. Corn worked with Smith Seckman Reid on the original Wasteload Allocation Study for the West Fork Stones River in the early 1980's. He recently directed the field work on the East Fork Stones River. Mr. Corn has been involved in TMDL and assimilative capacity studies, as well as the subsequent dispersion modeling and permit negotiations, for over 40 years. Mr. Corn has been involved in multiple diffuser design/installation projects, including Alaska, Louisiana, Illinois, and other states. Mr. Corn recently directed the work designing the diffuser that is to be installed at the Ferro facility. He has studied over 200 stream, river, lake, estuary, and open ocean systems both in the U.S. and abroad. He has assisted the USEPA, Athens, in the calibration of the dynamic (WASP) wasteload allocation model on the Alabama River near Montgomery, Alabama. He has completed numerous water quality projects in USEPA, Region 4, including projects in Tennessee, Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina.

John Michael Corn, P.E. (TN) will serve as the Project Manager. Mr. Corn recently managed the simulation and design of the diffuser that is to be installed at the Ferro facility. Mr. Corn has more than 15 years' experience in conducting water quality surveys.

Other **AquAeTer** staff members who will likely assist on the project include Jerrod Manning, Rachel Stribling, Amy Shaw, and Georgia Caplan. Other staff may be employed as needed to complete the project.

## **STANDARD CONTRACTURAL TERMS**

This project will be conducted pursuant to AquAeTer's contractual terms provided in the Standard Contractural Terms section of this proposal. AquAeTer will use good engineering and scientific practices consistent with the profession and regulatory requirements. Payment will be due 30 days after receipt of invoice. Acceptance of this proposal, standard contractual terms, and attachments can be accomplished by signing and returning one copy (along with an accompanying purchase order) to the following address:

AquAeTer, Inc.  
215 Jamestown Park, Suite 100  
Brentwood, TN 37027

This proposal will remain valid if accepted within 30 days from June 17, 2020.

## **CONCLUDING REMARKS**

If you have questions or comments pertaining to this proposal, please contact us by telephone at (615) 373-8532, by FAX at (615) 373-8512, or by e-mail at [jmccorn@aquater.com](mailto:jmccorn@aquater.com) or [anunnery@aquater.com](mailto:anunnery@aquater.com). We appreciate the opportunity to assist you on this project.

Sincerely,

**AquAeTer, Inc.**



Andy Nunnery, Ph.D., P.G. (TN)  
Operations Manager



John Michael Corn, P.E. (TN)  
President

cc: Michael R. Corn, P.E. (TN), BCEE

**TABLE 1. COST ESTIMATE TO PERFORM STRATIFICATION STUDY**

CATEGORY	TASK 7 STRATIFICATION STUDY			TASK 8 SUMMARY REPORT FOR STRATIFICATION		TOTAL HOURS	BILL RATE	TOTAL COST
	(hrs)		(\$)	(hrs)	(\$)	(hrs)	(\$/hr)	(\$)
<b>LABOR</b>								
<b>Sr. Technical Consultant</b>								
Michael R. Corn, P.E.	4		\$1,220	2	\$610	6	\$305	\$1,830
<b>Project Manager</b>								
John Michael Corn, P.E.	16		\$3,200	4	\$800	20	\$200	\$4,000
<b>Project Scientist/Engineer</b>								
Amy Shaw, Ph.D., P.E.	40		\$4,800	16	\$1,920	56	\$120	\$6,720
Jerrod Manning	40		\$3,200		\$0	40	\$80	\$3,200
Georgia Caplan	40		\$3,000	24	\$1,800	64	\$75	\$4,800
Rachel Stribling			\$0		\$0	0	\$80	\$0
<b>Technician</b>								
Administrative	4		\$260	2	\$130	6	\$65	\$390
<b>Total Labor Expenses</b>	144		\$15,680	48	\$5,260	192		<b>\$20,940</b>
<b>EXPENSES</b>								
Copies, Fax, Telephone			\$50		\$100			\$150
<u>Equipment Rentals</u>								
GPS								\$0
Boat			\$1,250					\$1,250
Water Quality Cast								
Water Quality Multi-Probe			\$1,000					\$1,000
Hydrolabs			\$5,846					\$5,846
Rhodamine WT			\$1,073					\$1,073
Miscellaneous Equipment			\$400					\$400
Shipping			\$500					\$500
<b>Total Expenses</b>			\$10,119		\$100			\$10,219
<b>ANALYTICAL LABORATORY</b>								
TKN, NO2+NO3, NH3 (water)	20 samples		\$2,145					\$2,145
TP, PO4 (water)	20 samples		\$1,287					\$1,287
Metals (total and dissolved, water)	20 samples		\$3,089					\$3,089
TP (sediment)	8 samples		\$275					\$275
Metals (soil)	8 samples		\$286					\$286
TKN, NO2+NO3, NH3 (sed.)	8 samples		\$825					\$825
Lab Environmental Fee			\$24					\$24
<b>Total Laboratory Expenses</b>			\$7,931		\$0			\$7,931
<b>Sub-Total All Categories</b>			<b>\$33,730</b>		<b>\$5,360</b>			<b>\$39,090</b>
<b>Contingency</b>			\$1,734		\$276			\$2,010
<b>GRAND TOTAL</b>			\$35,464		\$5,636			<b>\$41,100</b>



June 17, 2020

202621

Mr. Brent Fowler, P.E.  
Smith Seckman Reid, Inc.  
2995 Sidco Drive  
Nashville, Tennessee 37204

Sent via e-mail to [BFowler@ssr-inc.com](mailto:BFowler@ssr-inc.com)

**RE: Proposal to Continue to Conduct Water Quality and Biological Analyses of the East Fork Stones River and the West Fork Stones River for the Murfreesboro Water and Sewer Department**

Dear Mr. Fowler:

At your request, AquAeTer, Inc. has prepared a Scope of Work to continue providing water quality analyses and biological analyses of the East Fork Stones River and the West Fork Stones River. A separate proposal will be prepared as requested for performing a dye trace to monitor Percy Priest Lake during a stratified time. The biological investigations are to be conducted in both streams to continue to develop a database to determine if these streams are meeting their designated uses. Additionally, the East Fork Stones River is an excellent Reference Stream which has the same stream order as the West Fork Stones River and has similar basin characteristics. The work will include biological and nutrient data collection to evaluate the health of both Rivers. Previous studies have demonstrated that nutrient loadings from the outfall do not impair the biological health of the stream. These data will be collected over one summer period and one fall period with field collections for macroinvertebrates and water quality during each season, and three individual 90-day time-series Biochemical Oxygen Demand (BOD) analyses. The biological and nutrient data can then be submitted to the State to provide additional real data to demonstrate that the West Fork Stones River is meeting its designated use and is not impaired. The biological study area extends on the West Fork Stones River from Nice Mill Dam Recreation area to the City of Murfreesboro Greenway Trailhead and on the East Fork Stones River from the transition zone of the backwaters of Percy Priest Lake and the free flowing portion of the river to the upstream extent of the Coleman Farm.

## **SCOPE OF WORK**

**AquAeTer** has prepared the following scope of work for this project. The scope of work will include monitoring both the East Fork Stones River and the West Fork Stones River to assess the current status with regards to their designated uses.

### **Work Plan**

A Work Plan was previously developed for the work in 2015. No amendments to the Work Plan are required. We would suggest this Work Plan be provided to multiple TDEC personnel for their concurrence and to let them know that they will be invited to attend the field surveys.

### **Stream Investigations**

The West Fork Stones River is currently listed as impaired due to nutrient enrichment and sedimentation. Biological studies that have been completed by the state and various other organizations appear to have not followed the Standard Operating Procedures established by the state. Also, there is no specific impairment that is caused by nitrate other than the 10 mg/L drinking water standard for nitrate or for orthophosphate, which literature suggests is not toxic at over 100 mg/L. Nitrate and phosphate are not toxic to fisheries or macrobenthos at the concentrations that have been found in the previous sampling events. It is used by algae for primary productivity, but no algae studies have been completed by the State to demonstrate that the algal populations are not healthy. Murfreesboro's algae studies conducted by AquAeTer have shown that the algae provide a positive dissolved oxygen addition to the West Fork Stones River (+0.3 mg/L or more). The other issue here is that the water quality regulations promulgated by the Tennessee Department of Environment and Conservation has a DO of 5 mg/L at all times versus the more normal DO standard for southern streams of 5 mg/L as a 24-hr average with no 8 hour period during the 24-hour day being less than 4 mg/L. In other words, TDEC's water quality standard does not allow for the natural diurnal cycle that is expected due to primary productivity. This is a fallacy within the TDEC regulations since natural systems can result in diurnal DOs less than a fixed 5 mg/L DO standard and still be a non-impaired stream with healthy aquatic resources. The biological investigations will be done to determine if the current diurnal DO swing negatively or positively affects the aquatic resources of the two rivers.

To continue building the database of data for the West Fork Stones River, we propose to do the following investigations:

1. Macrobenthological Collections will be conducted at six stations on the West Fork Stones River and at three locations on the East Fork Stones River, a total of nine stations. One event will be completed during the summer months, while the other one will be completed during a fall month. Based on conversations with Deedee Kathman, October would be the latest month to sample. AquAeTer will follow the TDEC SOP

for macrobenthos collections. AquAeTer will collect the macrobenthos samples in the field and bring them back to the laboratory for sorting and identification of the macrobenthos under the microscope. One part of the TDEC macrobenthological standard operating procedure uses a field procedure that takes about 1 hour to complete in the field and then calls for laboratory confirmation of the rapid field bioassessment. According to the State SOP, the field rapid bioassessment cannot be relied on to make assessments or conduct statistical metrics on the macrobenthological community. The semi-quantitative method described in the SOP will be utilized. Macrobenthos specimens will be identified to the species level, except for chironomids which will be identified to the genus, and a third party will be used to verify the reference collection. Macrobenthos will be collected sometime between June to as late as October during periods when high flows have not occurred for 2 weeks prior to the specimen collection period, per the TDEC SOP.

During the macrobenthic sample collections an invitation will be extended to TDEC to attend the sampling event to observe the techniques being utilized by **AquAeTer**. This will allow TDEC to visually witness that all State SOPs are being followed as written in the 2017 *Standard Operating Procedures for Macroinvertebrate Stream Surveys*.

During each macrobenthic sample event, habitat assessments will be completed. The TDEC SOP will be followed when completing the habitat assessment at each station. Discharge measurements of the stream will be made at each station during the collection.

2. Water Quality analyses will be performed during the macrobenthic collection and will include samples from the locations of which the macrobenthos were collected. The following is a list of the proposed analyses for each sample:
  - a. Nitrogen including:
    - i. Total Kjeldahl nitrogen (TKN);
    - ii. Ammonia nitrogen; and
    - iii. Nitrite + nitrate nitrogen.
  - b. Phosphorous:
    - i. Total phosphorus; and
    - ii. Dissolved orthophosphate; and,
  - c. In-situ water quality measurements that will include instantaneous water temperature, dissolved oxygen, pH and specific conductivity at 25°C.
  
3. 90-Day time-series Biochemical Oxygen Demand  
Monthly water samples will be collected from three locations during two different months, the first of which will coincide with the macrobenthos collection. These will

also be done at a different time than the Assimilative Capacity Study. The proposed locations for collection are as follows:

- a. Upstream from the current POTW outfall on the West Fork Stones River;
  - i. Will serve as a background sample to characterize the upstream contributions.
- b. Current effluent; and
- c. Downstream from the current POTW outfall near WF003 from 2014 sampling;
  - i. Will allow for a correlation of the high TMI score with nitrogen and phosphorus concentrations.

Samples will be transported back to the **AquAeTer** lab and set up for future analysis. Nine (9) individual water quality samples will be taken from each sample location. These samples will be taken at approximately Time 0, Day 5, Day 10, Day 15, Day 20, Day 30, Day 45, Day 60, and Day 90. The following nutrients will be analyzed:

- a. TKN (Time 0 and Day 90);
- b. Nitrite + Nitrate;
- c. Ammonia;
- d. Total Phosphorus; and,
- e. Dissolved orthophosphates.

Dissolved oxygen content will be measured approximately 18 times throughout the duration of the 90-day period. These oxygen measurements will be recorded and used to calculate a BOD for each sample. This calculation will provide the amount of dissolved oxygen needed by aerobic organisms to breakdown organic material over a specific time period, in this case 90 days.

The end result will provide the ultimate carbonaceous biochemical oxygen demand as well as the potential nitrogenous oxygen demand for the stream and effluent samples.

### **Meetings**

We have included costs for three meetings over the course of the study. We anticipate one meeting with the State to discuss the results of field activities following the completion of the study. The other meeting is intended for periodic updates during the course of the study.

### **Report**

At the completion of all field events, one full report will be developed summarizing the findings of all events. In addition, a separate BOD sample report will be provided.

## **SCHEDULE**

**AquAeTer** is prepared to begin this project upon authorization from the City of Murfreesboro. The Work Plan is complete. It is anticipated that the field work for the benthic investigation will take place in the early summer months, while the second investigation will target collection in September or October. The BOD samples take 90 days to complete plus time for the final analytical laboratory results to be provided. It is likely that this portion of the work will extend into the following year. These dates are subject to change due to weather conditions.

Assuming the weather cooperates, it is anticipated that the first draft of the summary report will be available in the Fall of 2020, not including any ongoing BOD sample results.

## **COST ESTIMATE**

**AquAeTer** has prepared a cost estimate for this work, as presented in Table 1. The total estimated cost is \$67,600. This cost includes water quality collection, two macroinvertebrate sampling events, and three collections of water for the time-series BOD analysis, including the 90-day monitoring of water samples. We have also included costs of three meetings during the course of the work. The summer 2020 sample is currently scheduled for a three day event due to the expected time demands of TDEC.

## **PROJECT EXPERIENCE**

**AquAeTer** professionals have extensive water quality and NPDES Permitting project experience in 29 states, 1 territory and 6 foreign countries. A few projects pertinent to this project include work in Tennessee, Georgia, Alabama, Florida, South Carolina, North Carolina, Arkansas, Louisiana, Texas, and Oklahoma.

Our team has conducted numerous comprehensive water quality and TMDL analyses including nutrient eutrophication issues as well as biological investigations. Previous work experience includes:

- East Fork Stones River, Murfreesboro, Tennessee;
- West Fork Stones River, Murfreesboro, Tennessee;
- Harpeth River, Franklin, Tennessee;
- Cumberland River, Nashville, Tennessee;
- Mill Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Overall Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Tennessee River, Counce, Tennessee;
- Tennessee River, New Johnsonville, Tennessee;
- Clinch River, Oak Ridge and Clinton, Tennessee;
- Duck River, Columbia, Tennessee;

- Pigeon River, Tennessee;
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- Conecuh, Brewton, Alabama;
- Escambia River and Escambia Bay, Pensacola, Florida;
- St. Johns River, Palatka, Florida;
- Hillsborough Bay, Tampa, Florida;
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- Turtle River, Brunswick, Georgia;
- North Newport River, Georgia;
- Conasauga, Coosawattee and Oostanaula Rivers, Dalton, Georgia;
- Chattahoochee River, Atlanta, Georgia;
- Ocmulgee and Altamaha Rivers, Georgia;
- Flint River, Woodbine and Oglethorpe, Georgia;
- Savannah River, Augusta, Georgia;
- Broad River/Savannah River/Lake Murray, Elberton, Georgia;
- Ouachita River, Camden and Crossett, Arkansas;
- Red River, Ashdown and Fulton, Arkansas;
- Arkansas River, Little Rock, Arkansas;
- Arkansas River, Russellville, Arkansas;
- Pearl River, Monticello, Mississippi;
- Tennessee River, Calvert City, Kentucky;
- Arkansas River, Muskogee, Oklahoma;
- Grand Neosho River, near Pryor, Oklahoma;
- Mississippi River, Cordova, Alton, and Sauget, Illinois;
- Illinois River, Ottawa and Henry, Illinois;
- Illinois River, Liverpool, Illinois;
- Wabash River, Cowling, Illinois;
- Rock River, Rockford and Joslin, Illinois;
- St. Joseph River, Auburn, Indiana;
- Lake Michigan, Whiting, Indiana;
- Wabash River, Terre Haute, Indiana;
- Des Moines River, Eddyville, Iowa;
- Fox River, Twin Locks, Wisconsin;
- Superior Bay, Duluth, Minnesota;
- St. Louis River, Cloquet, Minnesota;

- Embarrass River, Aurora, Minnesota;
- Fields Brook/Ashtabula River, Ashtabula, Ohio;
- Lake Erie, Ashtabula, Ohio
- Ohio River, Cincinnati, Ohio
- Paint Creek, Greenville, Ohio
- Amuay Bay, Amuay, Venezuela;

## **PROJECT TEAM**

**AquaEter** will assign Mike Corn, P.E. (TN), BCEE as Sr. Technical Director. Mr. Corn worked with Smith Seckman Reid on the original Wasteload Allocation Study for the West Fork Stones River in the early 1980's. He recently directed the field work on the East Fork Stones River and West Fork Stones River. Mr. Corn has been involved in TMDL, assimilative capacity studies, and water quality investigations including biological investigations defining impacts of poor or good water quality on the overall health of the stream. He has also conducted dispersion modeling and permit negotiations, for over 40 years. He has studied over 200 stream, river, lake, estuary, and open ocean systems both in the U.S. and abroad. He has assisted the USEPA, Athens, in the calibration of the dynamic (WASP) wasteload allocation model on the Alabama River near Montgomery, Alabama. He has completed numerous water quality projects in USEPA, Region 4, including projects in Tennessee, Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina.

John Michael Corn, P.E. (TN) will serve as the Project Manager. Mr. Corn directed the most recent wasteload allocation study for the West Fork Stones River and has been managing the biological and water quality data collection studies in the West Fork and East Fork Stones Rivers since 2013. Mr. Corn has more than 18 years' experience in conducting water quality surveys.

Other **AquaEter** staff members who will assist on the project include Dr. Deedee Kathman, Jerrod Manning, and Rachel Stribling. Other staff may be employed as needed to complete the project.

**STANDARD CONTRACTURAL TERMS**

This project will be conducted pursuant to AquAeTer's contractual terms provided in the Standard Contractual Terms section of this proposal. AquAeTer will use good engineering and scientific practices consistent with the profession and regulatory requirements. Payment will be due 30 days after receipt of invoice. Acceptance of this proposal, standard contractual terms, and attachments can be accomplished by signing and returning one copy (along with an accompanying purchase order) to the following address:

AquAeTer, Inc.  
215 Jamestown Park, Suite 100  
Brentwood, TN 37027

This proposal will remain valid if accepted within 30 days from June 17, 2020.

**CONCLUDING REMARKS**

If you have questions or comments pertaining to this proposal, please contact us by telephone at (615) 373-8532, by FAX at (615) 373-8512, or by e-mail at [jmcom@aquater.com](mailto:jmcom@aquater.com) or [anunnery@aquater.com](mailto:anunnery@aquater.com). We appreciate the opportunity to assist you on this project.

Sincerely,

**AquAeTer, Inc.**



Andy Nunnery, Ph.D., P.G. (TN)  
Operations Manager



John Michael Corn, P.E. (TN)  
President

cc: Michael R. Corn, P.E. (TN), BCEE  
Deedee Kathman, Ph.D.

TABLE 1. COST ESTIMATE TO PERFORM MACROINVERTEBRATE SURVEY

CATEGORY	TASK 1 SITE EVALUATION, WORK PLAN, HEALTH&SAFETY PLAN		TASK 2 WATER QUALITY ANALYSES		TASK 3 MACROBENTHOS COLLECTION EVENT		TASK 4 LONG-TERM BOD		TASK 5 THREE MEETINGS		TASK 6 SUMMARY REPORT		TOTAL HOURS	BILL RATE	TOTAL COST
	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	Per Sample	Flat Rate	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$/hr)	(\$)
<b>LABOR</b>															
<b>Sr. Technical Consultant</b>															
Michael R. Corn, P.E.		\$0	1	\$305	1	\$305			12	\$3,660	2	\$610	16	\$305	\$4,880
<b>Project Manager</b>															
John Michael Corn, P.E.		\$0	4	\$800	12	\$2,400			24	\$4,800	4	\$800	44	\$200	\$8,800
<b>Project Scientist/Engineer</b>															
Amy Shaw, Ph.D., P.E.		\$0	1	\$120	0	\$0			20	\$2,400	18	\$2,160	39	\$120	\$4,680
Deedee Kathman		\$0	6	\$600	32	\$3,200				\$0	8	\$800	46	\$100	\$4,600
Jerrold Manning		\$0	6	\$480	24	\$1,920				\$0		\$0	30	\$80	\$2,400
Rachel Stribling		\$0	6	\$480	32	\$2,560				\$0	2	\$160	40	\$80	\$3,200
<b>Technician</b>															
		\$0		\$0		\$0				\$0		\$0	0	\$55	\$0
<b>Administrative</b>															
		\$0	0	\$0	0	\$0				\$0	2	\$130	2	\$65	\$130
<b>Total Labor Expenses</b>	0	\$0	24	\$2,785	101	\$10,385	\$2,100	\$21,000	56	\$10,860	36	\$4,660	217		<b>\$49,690</b>
<b>EXPENSES</b>															
<b>Copies, Fax, Telephone</b>															
				\$25		\$25		\$50		\$50		\$100			\$250
<b>Travel and Per Diem</b>															
Rental Car and Gas		\$0										\$0			\$0
<b>Laboratory Expenses</b>															
Sort, ID, Data Entry, Supplies						\$5,500									\$5,500
<b>Equipment Rentals</b>															
GPS				\$45		\$45									\$90
Water Quality Multi-Probe				\$275		\$275									\$550
Miscellaneous Equipment				\$200		\$250									\$450
Shipping				\$250		\$250									\$500
<b>Total Expenses</b>		\$0		\$795		\$6,345		\$50		\$50		\$100			\$7,340
<b>ANALYTICAL LABORATORY</b>															
TKN, NO2+NO3, NH3			20	\$1,540											\$1,540
TP, PO4			20	\$880											\$880
<b>Total Laboratory Expenses</b>		\$0		\$2,420		\$0		\$0		\$0		\$0			\$2,420
<b>SUB-CONTRACTOR</b>															
Third Party Verification						\$4,840									\$4,840
<b>Total Sub-Contractor Costs</b>		\$0		\$0		\$4,840		\$0		\$0		\$0			\$4,840
<b>Sub-Total All Categories</b>		<b>\$0</b>		<b>\$6,000</b>		<b>\$21,570</b>		<b>\$21,050</b>		<b>\$10,910</b>		<b>\$4,760</b>			<b>\$64,290</b>
<b>Contingency</b>		\$0.00		\$309		\$1,111		\$1,084		\$562		\$245			\$3,310
<b>GRAND TOTAL</b>		\$0		\$6,309		\$22,681		\$22,134		\$11,472		\$5,005			<b>\$67,600</b>

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Engineering Work Order 09-47-001.2**  
**Amendment No. 7.**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 2, 2014
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc
- d. Project: West Fork NPDES Application

2. *Description of Modifications:*

- a. Spring/Summer Sampling for 2020 and Fall Sampling for 2020. In order to continue establishing a baseline of data to support MWRD's contention that the Murfreesboro Water Resource Recovery Facility (MWRRF) effluent is helping rather than hurting the overall health of the West Fork Stones River, and to further that baseline for a potential NPDES permit application on the East Fork Stones River, two additional sampling events will occur in the Spring/Summer of 2020 and the Fall of 2020. It is anticipated that there will be two meetings at MWRD to review the results of these efforts and one meeting with TDEC. The approximate cost of this effort is \$67,600.00. An additional dye test for lake stratification in J. Percy Pries Reservoir is included as an optional service, if authorized by MWRD. The approximate cost of this optional effort is \$41,100.00

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 207,000.00
- b. Net change for prior amendments: \$ 297,581.00
- c. This amendment amount: \$ 67,600.00
- d. Adjusted Agreement amount: \$ 572,181.00
- e. Optional dye study amount: \$ 41,100.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

\_\_\_\_\_

By:  Andrew Johnson, PE

Title: Principal

Date Signed: June 18, 2020

\_\_\_\_\_

# COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

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**Item Title:** Overall Creek Pumping Station Upgrade Additions

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Change in scope to Overall Creek Pumping Station improvements to include additional upgrades for soft starters removal and replacement, control panel upgrades, and additional engineering services.

**Staff Recommendation**

Approve SSR additional design services related to the upgrades project and John Bouchard & Sons (JBS) revised task order construction activities.

**Background Information**

The Council previously approved various upgrades to the Overall Creek Pump Station due to equipment age. JBS original task order (Task Order 18-06) and MRS agreement were approved at the 12/20/18 Council meeting. SSR's original task order (Task Order 1841009.0) was approved at the July 12, 2018 City Council meeting.

The approved upgrades included new variable frequency drives designed to utilize the existing soft starters as backup devices, improvements to the existing pump controls by upgrading the existing control panel with a new programmable logic controller, a new Human Machine Interface, new local network switch, and new 240 watt, 24 volt DC power supply; a new stand-alone bubbler level system; a new backup ultrasonic level system; and a new cellular remote terminal unit.

**Council Priorities Served**

*Expand infrastructure*

Expanding the Overall Creek Pump Station allows for additional sanitary sewer connections within MWRD's largest service basin west of I-24.

**Fiscal Impact**

The total estimated project cost with additional services is revised to \$559,373 and is funded from MWRD's working capital reserves. The estimated recommended additional upgrades cost is \$173,681 consisting of \$102,249 for soft starters removal and

replacement, \$56,987 for control panel upgrades, and \$14,445 for additional engineering services.

**Attachments**

1. SSR Engineering Task Order 18-41-009.0 Amendment No. 1
2. JBS Quotation dated March 31, 2020.
3. MR Systems Quotation dated April 22, 2020.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Engineering Task Order 18-41-009.0**  
**Amendment No. 1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: August 16, 2018
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc.
- d. Project: Overall Creek Pump Station Upgrades

2. *Description of Modifications:*

- a. In addition to the scope described in Task Order 18-41-009.0, this modification includes:

Understanding of Modifications

The OWNER desires to upgrade the existing PLC-based control to accommodate the future expansion of the Overall Creek Pump Station (OCPS), replace 4 existing soft starters, replace 2 check valves, install a permanent bypass pump connection, and perform a structural evaluation of the existing wet well for the installation of a new 4-foot diameter access chamber and hatch.

ENGINEER's Scope of Services

ENGINEER's scope of service will include the following tasks:

- Design and coordination of control panel upgrade to accommodate the future expansion of the pump station which includes 4 new pumps, variable frequency drives with soft starter bypasses, new generator, and other upgrades for a fully operable facility.
- Design of the replacement of 4 existing soft starters with 4 new soft starters and coordination of related controls and standby generator operation.
- Design of replacement of 2 existing check valves.
- Design of a new permanent bypass pump connection located on the existing 18-inch force main.
- Structural evaluation of wet well for access chamber and hatch

Deliverables

ENGINEER will deliver to the OWNER the following:

- Deliverables as indicated in the original task order to include modifications listed above.

Time of Completion

The project will be delayed as required to approve this amendment and approximately 10 weeks for John Bouchard and Sons and MR Systems to procure equipment and controls hardware and complete the modifications.

Reimbursable Expenses

- Outside Plotting and Printing: Reimbursable at Cost
- Out of Town Travel: Reimbursable at Cost

Exclusions

3. Agreement Summary (Reference only)	
a. Original Agreement amount:	\$34,650.00
b. Net change for prior amendments:	\$0.00
c. This amendment amount:	\$14,445.00
d. Adjusted Agreement amount:	\$49,095.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_ 

By: \_\_\_\_\_

By: Andrew Johnson

Title: \_\_\_\_\_

Title: Principal

Date Signed: \_\_\_\_\_

Date Signed: June 16, 2020

# JOHN BOUCHARD & SONS Co.

CONSTRUCTION SERVICES DIVISION  
DIVISION  
MECHANICAL CONTRACTING  
BOUCHARD FIRE PROTECTION  
ELECTRICAL CONTRACTING



INDUSTRIAL DISTRIBUTION  
PUMPING SYSTEMS  
AIR COMPRESSORS  
INDUSTRIAL SALES

MACHINE SERVICES DIVISION  
REPAIR / FABRICATION / SHOP SERVICES

FOUNDRY DIVISION  
IRON CONSTRUCTION CASTINGS

March 31, 2020

Re. Overall Creek PS New Soft Starts

We are pleased to offer a bid for the following scope of work; this bid is based on the plans and specifications as issued, up through and including no Addendum's.

### Electrical Scope of Work

- Remove (4) existing soft starts.
- Provide and install (4) new soft starts.
- Replace line side wiring if necessary.
- Rework control wiring as needed.
- Dispose of existing soft starts per owner's direction.

### Electrical Exclusions of Work

- Bid Bond
- Working Sundays
- Expediting of materials

Cost for the above; See Murfreesboro Service Contract Rate Sheet – 2018 (Overall Creek PS Upgrades Base Bid.

**Any payment received by credit card will result in extra charges per transaction equal to the sum of transaction charged to us.**

We appreciate the opportunity to provide this bid, please advise if you have any questions.

State of Tennessee Contractors License

ID Number: 00000319

Lic Status: Active

Expiration Date: 01/31/2021

CMC; CE; MU-A,B; HC-C; BC-17; Unlimited

Sincerely,

Jesse Sutphin

Electrical Estimator / Project Manager

[Jesse.Sutphin@jbouchard.com](mailto:Jesse.Sutphin@jbouchard.com)

Office: 615-256-0112

Direct: 615-690-0176

Cell: 615-405-4413

Fax: 615-256-2427

**Murfreesboro Service Contract Rate Sheet - 2018**

Overall Creek PS Soft Start Installation 3/31/2020

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	14	\$75.00	\$1,050.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	10	\$67.00	\$670.00
Superintendent (OT)		\$100.50	\$0.00
Pipefitter/Welder (RT)		\$52.00	\$0.00
Pipefitter/Welder (OT)		\$78.00	\$0.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)	168	\$52.00	\$8,736.00
Electrician (OT)	84	\$78.00	\$6,552.00
Apprentice/Helper (RT)	56	\$37.00	\$2,072.00
Apprentice/Helper (OT)	28	\$55.50	\$1,554.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00
Machine Shop Millwright (RT)		\$60.00	\$0.00
Machine Shop Millwright (OT)		\$90.00	\$0.00
HVAC/Plb Service Tech (RT)		\$66.00	\$0.00
HVAC/Plb Service Tech (OT)		\$99.00	\$0.00
Air Compressor Tech (RT)		\$66.00	\$0.00
Air Compressor Tech (OT)		\$99.00	\$0.00
Laborer - Skilled (RT)		\$32.00	\$0.00
Laborer - Skilled (OT)		\$48.00	\$0.00
Laborer - Unskilled (RT)		\$23.00	\$0.00
Laborer - Unskilled (OT)		\$34.50	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift	55	\$27.00	\$1,485.00
Pickup Truck	252	\$15.00	\$3,780.00
Scissor Lift		\$19.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00
Cat 420D Backhoe		\$34.00	\$0.00
Street Plate		\$7.00	\$0.00
185 CFM Compressor		\$15.00	\$0.00
ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		\$21.00	\$0.00
Total Station EDM		N/A	
15 ton Boom Truck*		\$115.00	\$0.00
30-50 Ton RT Crane*		N/A	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		\$12.00	\$0.00
6" Hydraulic Pump		\$17.00	\$0.00

Materials & Subcontractors		
Materials		\$4,465.00
Irby soft starts		\$56,044.00
Irby Startup		\$6,400.00
Irby estimated shipping		\$2,500.00
Markup on Material & Subcontractors	10.00%	\$6,940.90

**TOTAL ESTIMATE \$102,248.90**



April 22, 2020

**Bill of Materials and Labor**

Qty	Tag/Loop	Description
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**MR Systems, Inc. is pleased to offer our services for the Overall Creek Pumps Station Upgrade Project for Murfreesboro, TN Water and Sewer Department.**

**Scope of Work**

Owner Requested Changes to original scope for sub panel at OCPS PLC Includes:

- Replace originally specified Compact Logix with Control Logix
- Add second Stratix Ethernet Switch for additional pumps
- Incorporate additional hardware/software changes as noted in most recent Control Narrative
- All necessary design work to implement the changes in this scope

**OCPS PLC**

**Pump Station Building - Electrical Room PLC (subpanel replacement only)**

		<a href="#">Remove A-B Compact Logix PLC from scope</a>
		<a href="#">Add A-B Control Logix PLC to scope</a>
1		A-B Control Logix #1756-A10 10-slot Chassis
1		A-B Control Logix #1756-L85E CPU
4		A-B Control Logix #1756-IA16 Digital Input Module 16 point
1		A-B Control Logix #1756-IF8H Analog Input Module 8 channel
2		A-B Control Logix #1756-OA16 Digital Output Module 16point
1		A-B Control Logix #1756-PA72 Power Supply
1		A-B Control Logix #1756-TBCH Wiring Arm
6		A-B Control Logix #1756-TBNH Wiring Arm

**Notes:**

- [Verify L85E CPU is necessary](#)
- [10 slot rack required for additional I/O to add 4 pumps](#)

**UPS**

**Upgrade UPS to APC SMT2200C**

1		Replace SMT1500C with SMT2200C
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**RT-RTD**

**Supply Specified RTD & Cable from SSR Submittal Review**

1		TURCK Miniature Temperature Transmitter and Cordset
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**SWITCH**

**Provide Second Stratix Switch to match designed**

1		Stratix 5700 w/10 Ethernet ports
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**HW/SW**

**Incorporate Additional Hardware / Software as noted in most recent Control Narrative and upcoming discussions.**

1		- Incorporate future pumps 5-8 (VFD & Bypass Soft Start)
		- Incorporate RTD as stated above
		- Additional relays, wiring, programming for auto transfer when in generator mode

**Notes:**

[HW/SW is a budgetary estimate for review purposes using high level information only. A final cost will be determined once there is a specific list provided to MR Systems after SSR and Murfreesboro review.](#)

[DeviceNet is no longer to be used. With the removal of Device Net there is no I/O for signals from VFD's or Soft Starters. Final I/O requirements will need to be discussed as a difference may change the scope of work in this quotation.](#)

Customer: Murfreesboro, TN  
 Project: Overall Creek PS Upgrades CO  
 MR Quote #: Q20-7497, Rev. CO Budgetary



April 22, 2020

**Bill of Materials and Labor**

Qty	Tag/Loop	Description
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Panel real estate is at a premium. Assuming all of the above items are integrated there will most likely be a need to provide sub panels on the sides of the panel.

All work in this scope is assumed to be performed as part of the subpanel project. Any future work to aid in startup or additional modifications to the additional pumps would be quoted separately.

**Project Labor**

One Lot		<b>Project Engineering, Electrical Design, Mechanical Design, Drafting &amp; Administrative Labor (including Travel &amp; Living expenses)</b> as required to perform final system design as noted in this document.
N/A		<b>This line intentionally left blank</b>
One Lot		<b>PLC Control Strategy Design &amp; Programming Labor</b> (including Travel & Living expenses if necessary) to be performed as noted in this document.
One Lot		<b>Field Service</b> (including Travel & Living expenses) to provide installation supervision calibrations, startup, training, etc. as noted in this document.
N/A		<b>This line intentionally left blank</b>
1 Year		<b>Onsite Comprehensive Warranty</b> (including Travel & Living expenses)
One Lot		<b>Freight</b>

**Subtotal of Labor and Materials: \$56,987**

**State Sales Tax - NOT INCLUDED: \$**

**Total Project Cost: \$56,987**

**General Notes:**

- A **\* Sales Representation \***  
 David Foster, P.E., of MR Systems, Inc. is the local Sales Contact. David may be reached at 678-325-2828 (Office) or 770-519-1293 (Cell).
- B **\* Technical Questions \***

Customer: Murfreesboro, TN  
 Project: Overall Creek PS Upgrades CO  
 MR Quote #: Q20-7497, Rev. CO Budgetary



April 22, 2020

**Bill of Materials and Labor**

Qty	Tag/Loop	Description
		For technical or scope of supply questions contact Dan Sheehy, of MR Systems, Inc. Dan may be reached at 678-325-2844 (Office) or 704-467-0303 (Cell).
C	<b>* Installation of Conduit and Wire *</b>	This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of conduit or wire unless specifically noted above.
D	<b>* Equipment Installation *</b>	This quotation <b>DOES NOT INCLUDE</b> physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
E	<b>* Wiring Terminations *</b>	This quotation <b>INCLUDES</b> the termination of field wiring to field instruments, control panels, RTU panels, and/or other devices supplied under this scope of supply. Terminations of wiring to equipment supplied by Others are excluded unless specifically noted above.
F	<b>* Fiber Optics Cable *</b>	This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of Fiber Optic Cable.
G	<b>* Fiber Optic Cable Termination *</b>	This quotation <b>DOES NOT INCLUDE</b> termination or testing of fiber optics cable.
H	<b>* Coaxial Cable Installation *</b>	This quotation <b>DOES NOT INCLUDE</b> the physical installation of coaxial cable or other related components.
I	<b>* Installation of Communications Towers or Poles *</b>	This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of Communication Towers or Poles.
J	<b>* Contractor License Information *</b>	MR Systems' Tennessee Electrical Contractors License Number is 00057223 (Unlimited).
K	<b>Intentionally left blank</b>	
L	<b>* Terms and Conditions *</b>	MR Systems, Inc. General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale. <a href="https://www.mrsystems.com/sellersterms/">https://www.mrsystems.com/sellersterms/</a>

**Revision Notes:**

Rev. 0 First Issue - 2020-04-22 - DAS

# COUNCIL COMMUNICATION

Meeting Date: 07/9/2020

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**Item Title:** Eastern Aviation Fuels Contract Extension

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Manager

**Requested Council Action:**

- |             |                                     |
|-------------|-------------------------------------|
| Ordinance   | <input type="checkbox"/>            |
| Resolution  | <input type="checkbox"/>            |
| Motion      | <input checked="" type="checkbox"/> |
| Direction   | <input type="checkbox"/>            |
| Information | <input type="checkbox"/>            |
- 

**Summary**

Approve one-year contract extension with Eastern Aviation Fuels to provide aviation fuels to the Murfreesboro Municipal Airport.

**Staff Recommendation**

Recommend approval of a one-year extension of the contract with Eastern Aviation Fuels.

**Background Information**

Through a competitive selection process in 2017, the Airport selected Eastern Aviation Fuels to provide aviation fuels, equipment, and services to the Murfreesboro Municipal Airport. Eastern Aviation Fuels has continued to provide an uninterrupted supply of aviation fuels along with excellent safety and quality control training. Eastern provided the airport with free use of two aircraft refueling trucks for a period of three years as well. Every Eastern Aviation employee has provided excellent customer service always making sure our airport and our customers have fuel available.

**Council Priorities Served**

*Establish strong City brand*

Providing excellent dependable fuel and customer service at the Airport, a strong City reputation and brand is established and maintained with our local customers as well as those visiting Murfreesboro.

*Maintain public safety*

Public safety is the highest priority through the continued maintenance of clean aviation fuels, quality control measures, and excellent reoccurring training.

**Operational Issues**

This contract extension allows for uninterrupted fuel supply services.

**Fiscal Impact**

Aviation fueling services is one of two sources of revenue which fund our municipal airport.

**Attachments**

Eastern Aviation Fuels Contract Extension

**AMENDMENT NO. 1  
TO THE  
AGREEMENT BETWEEN  
THE CITY OF MURFREESBORO  
AND  
EASTERN AVIATION FUELS, INC.  
FOR AVIATION FUEL**

The Contract by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (“City”) and Eastern Aviation Fuels, Inc., a corporation of the State of North Carolina (“Contractor”) entered into on July 1, 2017, for aviation fuel for the Murfreesboro Municipal Airport is hereby amended as follows:

WHEREAS, pursuant to clause 2 of the Agreement, the term of this contract was from July 1, 2017 to June 30, 2020, with two one-year options to extend the contract upon mutual agreement of Contractor and the City; and

WHEREAS, the parties have mutually agreed to extend the contract until June 30, 2021, and all other terms of the contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through June 30, 2021.
2. This amendment is hereby effective the \_\_\_\_\_.

**CITY OF MURFREESBORO**

**EASTERN AVIATION FUELS, INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Adam F. Tucker, City Attorney