

WATER RESOURCES BOARD

Tuesday, August 25, 2020
Operations & Maintenance Facility
1725 South Church Street
3:30 PM

AGENDA

1. Consent Agenda:
 - A. Consider abandonment of sewer easement across Lot 1 Bilbro Addition 2
 - B. Consider uniform contract..... 5
 - C. Consider Tiger Hill, Mill Street & Halls Hill Water Tanks Change Order #2..... 23
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4. Consider request to fund upgrade to stormwater treatment controls in Oakland Court..... 59
5. Consider Waypoint Network Remediation services and equipment purchase 67
6. Dashboard
7. Financials
8. Other business
9. Adjourn



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MEMORANDUM

DATE: August 17, 2020
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Sewer Easement Abandonment
Lots 1 & 25 Bilbro Addition

Background

This easement abandonment request is from Huddleston Steele Engineering, Inc. on behalf of Michael and Kelly Pingicer. They are requesting the abandonment of an existing sewer easement as shown on the attached exhibit. This easement was recorded by plat and was intended for a proposed sewer main extension across Lot 1 to serve Lot 25. Another plat has been prepared to combine Lots 1 & 25 back into one lot of record therefore the sewer easement will no longer be necessary.

Recommendation

Staff recommends that the Board recommend to the Planning Commission and City Council approval of abandoning this existing sewer easement.

Fiscal Impact

Not applicable. The easement was dedicated through the recording of a plat by the developer.

Attachment

Easement Abandonment Request
Abandonment Exhibit

August 5, 2020

Mr. Greg McKnight, Planning Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: Abandonment of 28' Sanitary Sewer Easement
Bilbro Addition Annex to Murfreesboro Subdivision
Resubdivision of Block D, Lot 1

Dear Mr. McKnight:

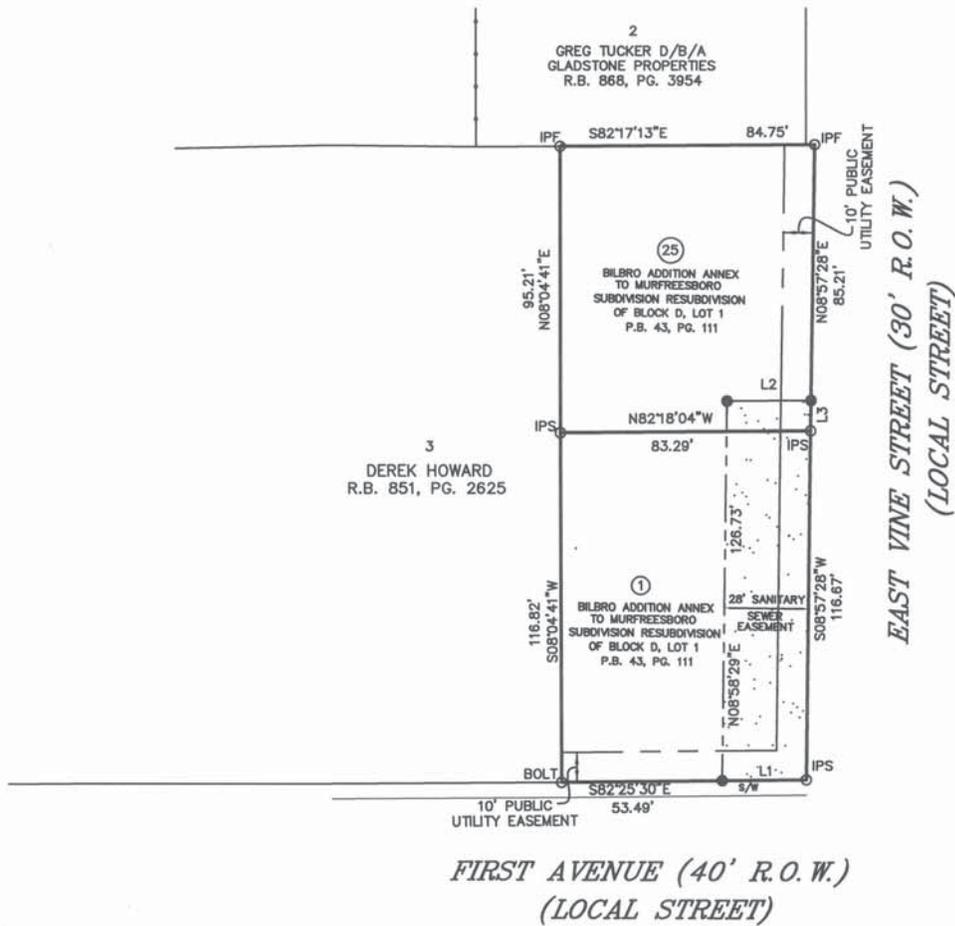
At the request of our client, Michael and Kelly Pingicer, we hereby make a request to abandon the existing 28' Sanitary Sewer Easement that was recorded in Plat Book 43, Page 111 (Bilbro Addition Annex to Murfreesboro Subdivision Resubdivision of Block D, Lot 1), with a mandatory referral by Planning Commission. Property description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Phillip G. Chapman R.L.S. 2007



LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°25'30"E	28.01'
L2	S82°18'02"E	28.00'
L3	S08°57'28"W	10.00'



EXHIBIT FOR 28 FOOT SANITARY SEWER EASEMENT

OWNER: MICHAEL PINGICER AND KELLY PINGICER
 ADDRESS: 200 FIRST AVE.
 PROPERTY: LOTS 1 & 25 BILBRO ADDITION
ANNEX TO MURFREESBORO SUBDIVISION
RESUBDIVISION OF BLOCK D, LOT 1
TAX MAP 90P GROUP " K " PARCEL 4.00
 RECORDED: PLAT BOOK: 43, PAGE: 111

Property Located: 9th Civil District
Rutherford County, Tennessee
 SCALE: 1"=50'
 DATE: Aug. 5, 2020



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
 SURVEYING : 893 - 4084, FAX: 893 - 0080

- NOTES:
 1. Not to be used for property line relocation.
 2. This was done under the authority of TCA 62-18-126.
 3. This is not a general property survey as defined under Rule 0820-3-07





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MEMORANDUM

DATE: August 3, 2020
TO: Water Resources Board
FROM: Donald Hughes
SUBJECT: Uniform Contract - Unifirst

BACKGROUND

Since 2009, MWRD has contracted with Unifirst Corporation to provide uniform services. Staff has been very satisfied with the products and services provided by Unifirst to date. However, the current contract expired August 17, 2020. Staff is requesting to continue our relationship with Unifirst and enter into an agreement with Sourcewell (Contract #040920). This contract expires May 22, 2024 and may be extended up to one additional year with written agreement from both parties. The contract will be utilized by MWRD (O&M, AMI, WTP, WRRF, ENGI) and other city-wide departments.

RECOMMENDATION

Staff recommends the Water Resources Board recommend to City Council to approve the contract for uniform services with Unifirst Corporation.

FISCAL IMPACT

MWRD's estimated annual costs will be approximately \$20,000. The total cost will be based on the actual amount of uniforms ordered by and serviced for the department. The costs associated with this agreement are included in MWRD's approved budget for FY21.

ATTACHMENTS

Sourcewell Contract



Solicitation Number: RFP #040920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor's Equipment, Products, or Services consist exclusively of textile products or services, and will be identified as Products or Services in this Contract.

All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Products and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Products or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Products. In the event of the delivery of nonconforming Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Products with conforming Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Products or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Product or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Products or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Products or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's local service contract will be determined by the Participating Entity.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Products and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Products or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity's local service contract under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any purchase orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Products or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

UniFirst Corporation
DocuSigned by:
By: David M. Katz
C1504866F1CF420...
David M. Katz
Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:51 PM CDT

Date: 6/18/2020 | 12:07 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT



... creating a better quality of life

MEMORANDUM

DATE: August 12, 2020
TO: Water Resources Board
FROM: Alan Cranford
SUBJECT: Tiger Hill, Mill Street and Halls Hill Water Tanks Change Control Form No. 2
Stones River Water Treatment Plant

Background

Currens Construction Services, LLC is the general contractor for the repair and recoating of the Tiger Hill, Mill Street and Halls Hill water storage tanks. They have completed all work at Mill Street and Halls Hill tanks other than landscaping repairs. They are currently working on the Tiger Hill tank and there are a couple of changes to the scope of work needed. Change Control Form No. 2 is to make the necessary changes.

Changes at the Tiger Hill water tank include:

- Build a sump pump pit - \$4,725
 - Design and install a sump pump pit for the interior of the tank to allow for fully draining the tank. Currently when the tank is drained there is still a lot of water left in the tank that must be removed manually and takes considerable time, effort and additional equipment to get the water out of the tank.
- Install Roof Static Rail - \$5,000
 - Design and install a rooftop static line rail system from the new platform to the center roof vent. This is safety equipment to prevent a fall from the tank.
- Total Cost - \$9,725

SSR and Staff have reviewed the cost associated with Change Control Form No. 2 and concur that all charges are fair.

Fiscal Impact

The cost for Change Control Form No. 2 is \$9,725. The contract has a contingency available of \$165,015 for this project. The remaining contingency amount after Change Control Form No. 2 is \$155,290.

Recommendations

The approval for this change is within the authority of the Director and is for informational purposes only.

Attachments

SSR, Inc. - Tiger Hill, Mill Street and Halls Hill Water Tanks Change Control Form No. 2



CHANGE CONTROL FORM NO. 02

Date Issued:	August 6, 2020	Project:	Tiger Hill, Mill Street, and Halls Hill Water Tanks
Project No.:	18-41-021.0 (SSR)	Contractor:	Currens Construction Services, LLC.
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request			
Description of Change (attach necessary supporting documentation): The \$9,725.00 cost of the following items will be taken out of the \$165,015.00 contingency remaining for this project. The remaining contingency amount will be \$155,290.00.			
Tiger Hill <ul style="list-style-type: none"> • Sump Pump Pit – <u>\$4,725.00</u> <ul style="list-style-type: none"> o Design and install a sump pump pit for the interior of the Tiger Hill Tank. This sump pump will allow MWRD and their future contractors to fully drain the tank to inspect or perform maintenance on the interior. o This option was recommended by Mid-South Tank after MWRD suggested installing a new drain line. This method will perform similar to a new drain line but will not require cutting into the tank's shell. o Please refer to Currens Construction stamped design for this item attached within this document. • Install Roof Static Rail – <u>\$5,000.00</u> <ul style="list-style-type: none"> o Design and install a rooftop static rail system from the new platform to the center rooftop vent. Installation of this rail will provide additional fall protection measures for MWRD. o Please refer to Currens Construction stamped design for this item attached within this document. 			
Initiated By: <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference: N/A		Spec. Reference: N/A	
RFI Reference: N/A		Date of RFI: N/A	
Attachments: • Currens Construction stamped drawings for Tiger Hill Bottom Sump Roof Static Rail.			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input checked="" type="checkbox"/> No Change in Contract Amount is Required		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input checked="" type="checkbox"/> No Change in Contract Time is Required		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
AUTHORIZING SIGNATURES			
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:

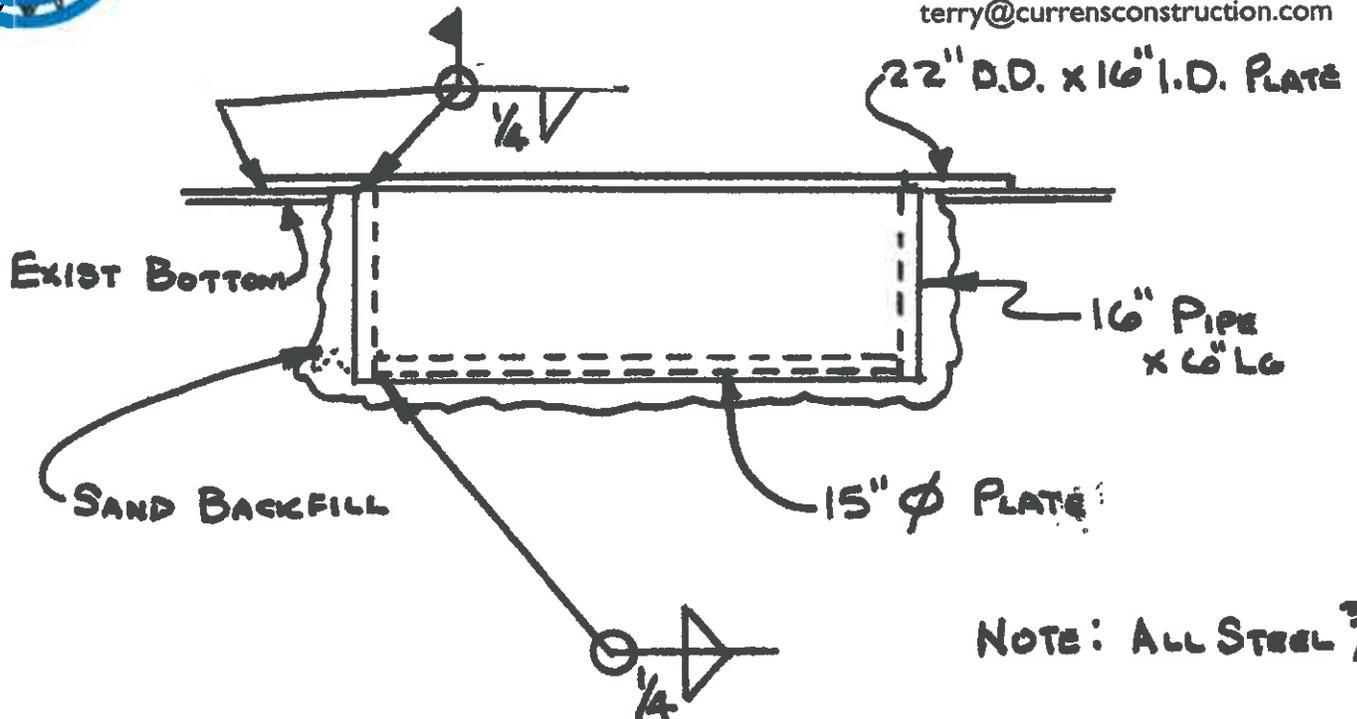
Pablo Fonda	Terry Currens	Darren Gore	N/A
(print name)	(print name)	(print name)	(print name)
Date: August 6, 2020	Date: 8/7/20	Date: 8/12/20	Date: _____



**CURRENS
CONSTRUCTION
SERVICES, LLC**

Terry Currens, Owner
P.O. Box 492
1025 Danville Road
Harrodsburg, KY 40330

www.currensconstruction.com
terry@currensconstruction.com



WORK SCOPE:

- SHOP WELD 15" ϕ PLATE TO PIPE
- SHOP BLAST, PRIME, AND APPLY INTERMEDIATE COAT
- FIELD CUT 18" ϕ HOLE IN BOTTOM
- EXCAVATE TO 6" DEEP
- SET SUMP & BACKFILL W/SAND
- INSTALL 22" O.D. x 16" I.D. PLATE AND WELD
- SPOT REPAIR WELD DAMAGED AREAS OF COATINGS



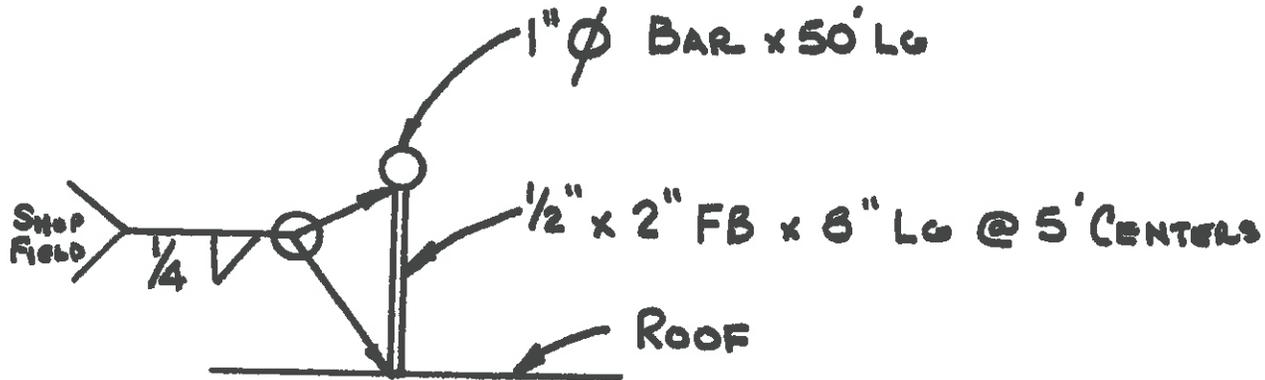
MURFREESBORO - TN
TIGER HILL TANK
BOTTOM SUMP

859-734-5340 Office • 859-613-2522 Cell • 859-265-5054 Fax



**CURRENS
CONSTRUCTION
SERVICES, LLC**

Terry Currens, Owner
P.O. Box 492
1025 Danville Road
Harrodsburg, KY 40330
www.currensconstruction.com
terry@currensconstruction.com



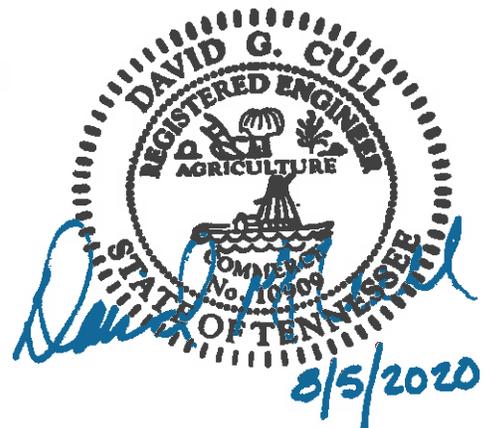
WORK SCOPE:

- SHOP WELD 1/2" x 2" FB TO 1" ϕ BAR
- SHOP BLAST, PRIME, AND APPLY INTERMEDIATE COAT
- FIELD INSTALL SECTIONS FROM PLATFORM RAILING TO CENTER ROOF VENT
- SPOT REPAIR WELD DAMAGED AREAS OF COATINGS

MURFREESBORO - TN

TIGER HILL TANK

ROOF STATIC RAIL





... creating a better quality of life

MEMORANDUM

DATE: August 25, 2020
TO: Murfreesboro Water Resources Board
FROM: Ryan Potts
SUBJECT: Request to Purchase Xage Security License and Support Renewal

Background

Xage Security is a U.S.-based cybersecurity company that develops software to protect operational technology used in industrial operations. The cybersecurity software, Xage Security Fabric, is the only identity and access management software that protects interactions between devices, operators, and software regardless of vendor in an operational network. Xage sells the software in a number of different industries including utilities, wastewater, manufacturing, transportation, and defense in the U.S. and abroad.

During a Cybersecurity Penetration test conducted earlier this year by Waypoint Solutions, the only devices that were unable to be compromised were those that the Xage Security Fabric protected. This ensures our facilities are better protected from cyberattacks.

Recommendation

Staff recommends the Water Resources Board approve the purchase of the referenced Xage Security License and Support Renewal for 1 year in the amount of \$20,520.

Fiscal Impact

Funding for the support would come from FY21 operating funds. Cost for 1-year renewal is \$20,520.

Exhibits

Xage Security Renewal Quote 2020



Order Form
 445 Sherman Ave, Ste. 200, Palo Alto, CA 94306
 Date: 2020-08-06
 Prepared by: Kip Gering

Quotation for: City of Murfreesboro
 Name: Ryan Potts
 Company Name:
 Address: 300 NW Broad St
 Murfreesboro, TN 37130

Infrastructure Licenses

Component	Quantity	Price	Term (yrs.)	Discount	Total
Manager	1	\$ 7,500	1	40%	\$ 4,500
Broker	1	\$ 5,000	1	40%	\$ 3,000
Gateway	Unlimited				N/A
Enforcement Point	Unlimited				N/A

Identities

Human Identities (subtotal) 10
Machine Identities (subtotal) 20
Identities Total 30

Protection Subscription

Type	Identities	Annual Sub (\$)	Term (yrs.)	Discount	Total
Role-Based Access	Up to 99	\$ 16,000	1	40%	\$ 9,600
					\$ -
					\$ -
					\$ -

Services

Type	Pricing	Duration (days)	Term (yrs.)	Discount	Total
Professional					\$ -
Support	20%		1		\$ 3,420

Sub-total	\$ 20,520
Other	
Total	\$ 20,520

Pricing is valid until: September 15, 2020

The initial subscription term of this order as specified in the duration field from the start date. Following the Initial Term, this order Form will automatically renew for successive renewal subscription terms of 1 year(s) (each, a "Renewal Term", and together with the Initial Term, the "Subscription Term") unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term. Notwithstanding anything to the contrary in the Agreement, if there is a prior Order Form in effect as of the Start Date of this Order Form, such prior unexpired Order Form shall terminate as of the Start Date of this Order Form and Xage will credit Customer the pro-rata amount of any unused prepaid fees under such prior Order Form to the fees due under this Order Form.

Upon signature by Customer and submission to Xage, this Order Form shall become legally binding unless this Order Form is rejected by Xage for any of the following reasons: (a) the signatory below does not have the authority to bind Customer to this Order Form; (b) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (c) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before the expiration of the Subscription Term. This Order Form is governed by the Xage End User License Agreement found at <https://xage.com/business/xage-security-end-user-license-agreement/> which together with this Order Form constitutes the "Agreement", unless Customer and Xage have entered into a written End User License Agreement, in which case such written agreement will govern and be the Agreement.

IN WITNESS WHEREOF, Customer has caused its duly authorized representative to sign and accept this Order Form.

Acknowledgement: I agree that my electronic signature is legally binding, just as a pen-and-paper signature is. By electronically signing an agreement with Xage, Inc., I represent that I am authorized to bind the company or organization for which I am signing. If I do not wish to sign this document electronically, I can print this document, sign it and fax it.

Company Name:

Name: _____
Title: _____
Date: _____

Xage Security, Inc

Name: Kip Gering
Title: Sr Director Business Development
Date: 08-06



... creating a better quality of life

MEMORANDUM

DATE: August 17, 2020
TO: Water Resources Board
FROM: John Strickland
SUBJECT: TASK ORDER 20-05 Traveling Irrigator Repair

SUMMARY

Request to task John Bouchard & Sons (JB&S) with the repair of one of the WRRF's irrigators.

STAFF RECOMMENDATION

Recommend to City Council approving Task Order 20-05 for the repair of one of the WRRF's VR-4 Ocmis irrigators by John Bouchard & Sons Co. at a cost of \$12,330.

BACKGROUND INFORMATION

The Department owns the Jordan farm off Leanna Road and the much larger Coleman Farm off Central Valley Road. They were purchased to play a significant role toward ensuring compliance with the City's U.S. EPA discharge permit via high volume land irrigation of treated water from the WRRF. Additionally, these large traveling irrigators will utilize the pipeline extension at the Coleman Farm.

The Task Order will be under the Department's standing Water-Wastewater Mechanical-Electrical services contract with JB&S.

FISCAL IMPACT

The repair of the WRRF's Irrigator is requested to be funded from the Department's working capital reserves in the amount of \$12,330.

ATTACHMENTS

Task Order 20-05



...

TASK ORDER NO. 20-05

August 7, 2020

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Resources Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2020 through June 6, 2021

FOR

WRRF Travelling Irrigator Repairs

Task Order No. 20-05**WRRF Large Travelling Irrigator Repairs****BACKGROUND**

Maintenance staff with advice from the manufacturer determined that the repairs to one the WRRF's Large Travelling Irrigators is complex and specialized to the point that utilizing the expertise of John Bouchard & Sons staff is the best option for performing this work.

SCOPE OF WORK

- Transport Unit to and from workshop
- Disassemble unit and remove drive gear
- Weld new gear in place
- Reinstall spool

Large Travelling Irrigator Repair			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	16	\$75.00	\$1,200.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$67.00	\$0.00
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)		\$52.00	\$0.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)		\$37.00	\$0.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00
Machine Shop Millwright (RT)	150	\$60.00	\$9,000.00
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	16	\$15.00	\$240.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	16	\$15.00	\$240.00
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			
Welding rods, Misc. Shop Supplies, etc....			\$1,500.00
Markup on Material & Subcontractors		10.00%	\$150.00
TOTAL ESTIMATE			\$12,330.00

Contractor:

John Bouchard and Sons Company

City:

City of Murfreesboro

By: _____

Name: David Proctor

Title: Project Manager

Date: _____

By: _____

Name: Shane McFarland

Title: Mayor

Date: _____

Approved as to Form: _____

Roman Hankins, Assistant City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

CITY NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov



... creating a better quality of life

MEMORANDUM

DATE: August 11, 2020
TO: Water Resources Board
FROM: Alan Cranford
SUBJECT: HVAC Proposal
Stones River Water Treatment Plant

Summary

In January, the Facilities Management Department released their findings from where they conducted a citywide analysis of the existing HVAC systems used by city departments. The purpose was to identify HVAC units needing replacement due to refrigerant, condition, etc. As a result of this survey, units identified as needing replacement were budgeted for 5-year CapEx. This request is to replace six units that need immediate replacement.

Background

The Facilities Management Department conducted a citywide analysis on the current HVAC systems being operated by the city in 2019 and identified units needing replacement. The units needing replacement use R-22 refrigerant and as of December 31, 2019, R-22 is no longer being produced. As a result, it will become more and more difficult to find parts and refrigerant for these older units. Over the next 5-years these units need to be replaced. There is \$73,100 budgeted for replacement at the water treatment plant for FY21. All units being replaced were placed into operation prior to 2007. One of the units went out in June 2020 and cannot be repaired.

Trane has been providing service for several years on new HVAC equipment at the water treatment plant. During this period, staff has been pleased with Trane's support. Staff requested that Trane look at the units needing replacement and provide a proposal based upon an existing Co-op contract.

Trane provided the requested proposal for replacing the six units using Co-op Contract Number is USC 15-JLP-023. The complete scope of their work is located on the attached proposal. The proposal and contract were reviewed by Purchasing and Legal prior to submission to the Board.

Fiscal Impact

The cost to replace the six units is \$61,794 and \$73,100 was budgeted. Funding is in the FY21 capital expenditures budget.

Recommendation

Staff requests that the Board recommend to the City Council approving the purchase of the units from Trane in accordance with their proposal using Co-op Contract Number is USC 15-JLP-023.

Attachments

Stones River Water Treatment Plant HVAC Unit Replacement Proposal



Trane Turnkey Proposal



Turnkey Proposal For:

Stephen Toler
Operations
Murfreesboro City of
111 West Vine
MURFREESBORO, TN 37130 U.S.A.

Local Trane Office:

Trane U.S. Inc. dba Trane
601 Grassmere Park Drive, Suite 10
Nashville, TN 37211-3659

Local Trane Representative:

Michael Sharp
Account Manager
Cell: (615) 351-2906
Office: (615) 242-0311

Proposal ID: 2903599

Quote Number: 13-296144-20-001

Co-op Contract Number: USC 15-JLP-023

Date: July 23, 2020

Executive Summary

Trane is pleased to present a solution to help Murfreesboro City of reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Murfreesboro City of to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$61,794.00. This investment will provide Murfreesboro City of with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Murfreesboro City of for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Michael Sharp
Account Manager, Trane U.S. Inc. dba Trane



Prepared For:
Stephen Toler

Date:
July 23, 2020

Job Name:
Murfreesboro Water 2020 Unit Replacements

Proposal Number:
2903599

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Stephen Toler and based on the site surveys performed on July 10, 2020.

Replace six (6) Units

Turnkey Installation of HVAC Equipment

- Demolition and Disposal of Existing Units. Removal of Refrigerant from Units before disposal.
- Install Six (6) Heat Pump Split System Air Conditioning w/ Electric Heat (One – 1.5 Ton Unit, One – 2.5 Ton Unit, One – 4 Ton Unit, Two – 5 Ton Units and One – 7.5 Ton Uni. Condensers will be installed on existing concrete housekeeping pad. Air Handlers will be installed in identical locations as existing unit. (Split System Unit to be Furnished by Trane Company)
- Furnish and Install New Supply Ductwork from Unit to Existing Supply Duct. Minor Ductwork Modifications Only.
- Furnish and Install Air Handlers on Existing Return Plenums. Minor Ductwork Modifications for Units to Position on Plenums.
- Providing Purging (Cleaning) of Existing Refrigerant Piping for the New Refrigerant
- Furnish and Install final connections of existing refrigerant piping to new equipment. Replacement of Arm-a-flex insulation will be provided at the units only.
- Furnish and Install 410-A Refrigerant as required for each system
- Furnish and Install Electrical Power Wiring to the New Unit from the existing electrical service to the existing equipment
- Furnish and Install Low Voltage Control Wiring to the New Unit from the existing low voltage service to the existing equipment.
- Furnish and Install Condensate Drain Pipe to existing Condensate Piping serving the existing equipment
- Provide Commissioning Service for New Equipment including Pressure Test of Refrigerant Line Set, Vacuum of Refrigerant Line Set to below 400 Micron, Proper Refrigerant Charge to New Equipment, Start Up and Proper Operation of Equipment



Equipment Selections

Tag Data - Odyssey Split System Outdoor Unit (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CU-1	1	7.5 Ton Unitary Split Systems Outdoor	TWA09044AAB—AR / TWE09043AAA--A

Product Data - Odyssey Split System Outdoor Unit

Item: A1 Qty: 1 Tag(s): CU-1

Heat Pump (TWA)
 7.5 Tons
 R-410A Refrigerant
 460/60/3
 Single Compressor / Single Circuit
 ReliaTel (Heat Pump)
 Condenser Coil Hail/Vandal Guard Kit (Fld)
 Air Handler
 7.5 Ton
 R-410A
 208-230/60/3
 Single Circuit
 Standard Motor
 18.71/24.92kW (208/230/3/60) (Fld)
 1st Year Parts & Labor Warranty

Tag Data - Split System Air Conditioning Units (Small) (Qty: 5)

Item	Tag(s)	Qty	Description	Model Number
C1	CU/AHU-2, CU/AHU-4	2	5 Ton Unitary Split Systems	4TWA4060A4-TEM4A0C60S51S
C2	CU/AHU-3	1	2 Ton Unitary Split Systems	4TWR4024G1-TEM4A0B24S21S
C3	CU/AHU-5	1	4 Ton Unitary Split Systems	4TWA4048A4-TEM4A0C48S41S
C4	CU/AHU-6	1	1.5 Ton Unitary Split Systems	4TWR4018G1-TEM4A0B18S21S

Product Data - Split System Air Conditioning Units (Small)

Item: C1 Qty: 2 Tag(s): CU/AHU-2, CU/AHU-4

4TWA4 Heat Pump Outdoor Unit
 5 Ton - Nominal Cooling Capacity
 460 Volt 3 Phase 60 Hertz
 Multi-poise 4-way
 Better, Retail replacement Mid EFF
 5 Ton air handler
 208-230/1/60
 Standard Coil
 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Fld)
 External filter rack (TEM) (Fld)
 1st Year Parts & Labor Warranty



Item: C2 Qty: 1 Tag(s): CU/AHU-3

4TWR4 Heat Pump Outdoor Unit
 2 Ton - Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 Multi-poise 4-way
 Better, Retail replacement Mid EFF
 2 Ton air handler
 208-230/1/60
 Standard Coil
 3.60/4.80 kW Electric Heater with Ckt Brk for 208/240V 1 Phase 60 Hz (Fld)
 External filter rack (TEM) (Fld)
 1st Year Parts & Labor Warranty

Item: C3 Qty: 1 Tag(s): CU/AHU-5

4TWA4 Heat Pump Outdoor Unit
 4 Ton - Nominal Cooling Capacity
 460 Volt 3 Phase 60 Hertz
 Multi-poise 4-way
 Better, Retail replacement Mid EFF
 4 Ton air handler
 208-230/1/60
 Standard Coil
 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Fld)
 External filter rack (TEM) (Fld)
 1st Year Parts & Labor Warranty

Item: C4 Qty: 1 Tag(s): CU/AHU-6

4TWR4 Heat Pump Outdoor Unit
 1.5 Ton - Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 Multi-poise 4-way
 Better, Retail replacement Mid EFF
 1.5 Ton air handler
 208-230/1/60
 Standard Coil
 3.60/4.80 kW Electric Heater with Ckt Brk for 208/240V 1 Phase 60 Hz (Fld)
 External filter rack (TEM) (Fld)
 1st Year Parts & Labor Warranty



Turnkey systems services not included

- Roof or wall penetration
- Control System Integration/Tie-In
- Upgrades of Electrical Power Wiring and/or Disconnects
- Upgrades of the Control Package and/or Systems
- Upgrades of Vibration Isolation for Condenser and/or Air Handlers
- Fire Smoke Detectors, Sensors or any other fire protection items
- Any items not listed
-

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



Pricing and Acceptance

Stephen Toler
Operations
Murfreesboro City of
111 West Vine

Site Address:
Murfreesboro Water Treatment Plant
5528 Sam Jared Drive
MURFREESBORO, TN 37130
United States

MURFREESBORO, TN 37130 U.S.A.

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$61,794.00

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Michael Sharp
Account Manager
Trane U.S. Inc. dba Trane
(615) 242-0311



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Michael Sharp	Cell: Office: (615) 242-0311 Proposal Date: July 23, 2020
CUSTOMER ACCEPTANCE Murfreesboro City of	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



... creating a better quality of life

MEMORANDUM

DATE: August 19, 2020
TO: Water Resources Board
FROM: Darren Gore, Doug Swann
SUBJECT: HVAC units replacement

Background

Since late June the MWRD Administration building has had three HVAC units that have either failed or currently have a major issue. Two units have been shut down and one (computer server room) is running at low efficiency.

Rather than put money into all units (approximately 13 years old each) and risk other major issues in the near future, staff determined it best to replace all three units.

Replacement cost for all three units will be approximately \$23,000 and is within the Director's spending limit authority (<\$25,000); however, since this was an unbudgeted expense, we wanted to inform the Board of the pending purchase and A/C replacements.

Staff solicited three quotes and selected the most competitive quote to replace the A/C units. Lee Company was the low quote vendor.

Recommendation

This memo is for information purposes only. No action is necessary.

Fiscal Impact

Funding will come from MWRD capital reserves.

MINUTES
MURFREESBORO WATER RESOURCES BOARD
July 28, 2020

The Murfreesboro Water Resources Board met on Tuesday, July 28, 2020 in the conference room at the Operations and Maintenance Building, 1725 S. Church Street. Consistent with the Governor's Executive Order, members of the Water Resources Board participated by electronic means as has been determined necessary to protect the public health, safety, and welfare in light of the COVID-19 pandemic. Present at the meeting were Board members: Mr. John Sant Amour, Dr. Al Carter, Mr. Brian Kidd, Ms. Sandra Trail, Ms. Kathy Nobles, Mr. Kirt Wade, and Ms. Madelyn Scales-Harris. Also present were Darren Gore, Michele Pinkston, Valerie Smith, Doug Swann, Roman Hankins, Ryan Potts, Marshall Fall, Steve Tate, Sharon Seibert, Jimmy Stacey, Matt Powers, Alan Cranford, Joe Russell, John Strickland, Randy McCullough, Brent Fowler, Linda Sullivan, Jay Bradley, Travis Wilson, Mike Bernard, and Ronnie Martin along with other members of the public.

Item D was removed from the Consent Agenda.

Items A, B, and C of the Consent Agenda were presented for the following considerations:

A. *Consider sole source purchase of Pit Raider & Nutri Pro odor control products –*

In 2013, O&M noticed an increase in the number of odor complaints from the Saratoga Drive area. After investigating the matter, it was found the odor was coming from the Kensington Drive Pump Station which is fed by Tortuga Court Pump Station. The force main between these two pump stations is long and often experiences low velocity. These factors create an odorous and corrosive conditions.

O&M conducted a trial of Pit Raider, a sole source proprietary odor control product, to improve these conditions. It is a bacteria-based hydrogen sulfide treatment combined with a nutrient supplement furnished by State Chemical Products. The trial demonstrated Pit Raider reduced hydrogen sulfide to a minimal level, virtually eliminating the odor and greatly reducing corrosive effects to the manholes. The chemicals were purchased and distributed through the Kensington Pump Station to control ongoing odor issues. Odor complaints diminished, and the department works closely with a state chemical representative to minimize costs by maintaining optimal feed rates during summer dry and winter wet months.

Staff recommended the Board recommend to City Council to approve the sole source purchase of Pit Raider and Nutri Pro odor control from State Industrial Products.

State Chemical pricing for FY21 to distribute chemicals periodically to the Kensington Pump Station will be \$1,427 for Pit Rader and \$408.75 for Nutri Pro (per 55-gallon drum). The department has budgeted \$50,000.

B. Consider purchase of GE GlobalCare Support –

Our GE GlobalCare software support will expire on August 7, 2020. This software support renewal is for the GE iFix application that the Water and Wastewater Plants use to view and control the operations of the plant and remote sites. It is critical that this part of the control system continue to function as needed to enable the operators to monitor and control the processes. The GE GlobalCare Support renewal includes technical support for any issues with the iFix application and software updates.

The pricing is available single sourced from our appointed distributor, Automatech.

Staff recommended the Board recommend to City Council approving the purchase of the GE GlobalCare Support for 1 year in the amount of \$30,153.60.

C. Consider WRRF Zetag 8160 Polymer sole source purchase –

Zetag 8160 Polymer is used at the Water Resource Recovery Facility (WRRF) as a coagulant to dewater sludge.

TDEC and the EPA require proper disposal of solids removed from the treatment process. In 2000, the WRRF began dewatering sludge, so that the solids could be disposed in the landfill. From the beginning, Fournier dewatering presses using Zetag 8160 Polymer have been effectively used to accomplish this task. Fournier exclusively uses Zetag 8160 Polymer and its effectiveness has been confirmed through in-house and independent testing. The estimated annual cost for polymer is \$190,000 and the per pound price over time is tabulated below:

Price/Pound	Effective Dates
\$1.75	Current to September 30, 2020
\$1.80	October 1, 2020 to September 30, 2022
\$1.85	October 1, 2022 to September 30, 2023

Staff recommended the Board recommend to City Council approving the purchase of Zetag 8160 Polymer from sole source Solenis LLC.

The expenses for Zetag 8160 Polymer are reflected in the Fiscal Year 2020-21 Operating Budget. The prices will be good through September 30, 2023.

A motion was made by Dr. Carter to accept Items A, B, and C of the Consent Agenda as presented and it was seconded by Kirt Wade. The Board voted unanimously to approve.

Item D removed from the Consent Agenda was discussed and voted on as an individual item.

D. Consider SSR Engineering Task Order 17-41-016.0 Amendment No. 1, Northeast Regional Pumping Station and Conveyance –

Staff is requesting approval for Amendment #1 to SSR Task Order 17-41-016.0, which is the design of the NERPS and all associated conveyances. Staff has requested changes to the scope of work as defined below.

Since 2011, staff has proposed this regional pumping station near the Stones River Water Treatment Plant. The Board previously approved Engineering Design services for the NERPS and Conveyances. The Task Order total was broken down into three major categories:

- Planning/Report/Survey Phase Hourly with an Estimated Price of: \$ 247,055
- Design: Hourly with an Estimated Price of: \$1,397,340
- Bidding and Construction Phase: Hourly with an Estimated Price of: \$ 586,855
- Total (Not to Exceed) Estimate: \$2,231,250

The original scope of work entailed the design of both gravity sewer and force main, along with abandonment of three large pump stations (PS #14, #26 & #27).

Staff has requested a couple of changes to the scope of work. The first is to design an additional gravity sewer extension approximate 850' to abandon an additional pump station along English Hill Drive (PS #32) and the other change is to survey a new route for a portion of the sewer forcemain to the Tommy Hord property instead of through the rear of the Oak Leigh Subdivision.

The amount of this additional work and Amendment is \$30,640. Staff believes that these changes will ultimately save the Department money with regard to overall easement purchases and the decommissioning of the electric service to PS#32.

Staff recommended approval of SSR Task Order Amendment #1 in the amount of \$30,640 for a total revised Task Order amount of \$2,261,890.

The Northeast Regional Pump Station (NERPS) is the largest or most significant capital construction project foreseen in the next five years. Staff established a sinking fund for this project and "sunk" \$3.4M of earmarked money into the Department's working capital reserves to help pay for this capital project, since fiscal year 2015. FY21 has set aside \$500,000 as a reserve expense into the working capital account as well. Additionally, in the FY17-FY21 5-yr Capital Improvement Plan, staff has identified \$2,500,000 in engineering expenses and \$20.5M for construction expenses.

While these funds are designated to come from the Department's working capital reserves, staff will investigate funding these projects through State Revolving Fund (SRF) loans administered through the TN Department of Environment and Conservation (TDEC) or through the TN Municipal League (TML) bond fund.

A motion was made by Brian Kidd to accept Item D of the Consent Agenda as presented and it was seconded by Kirt Wade. The Board voted unanimously to approve.

The June 23, 2020 Board Minutes were unanimously accepted as presented.

The Board considered Hobas Pipe Inspection Final Change Order and review of results.

After having two pipe failures along the Southwest Sewer Interceptor, which is Hobas pipe, staff brought a Task Order (TO) to the August 2019 Board meeting for approval, through our Master Services Agreement with S&ME. The TO was to prepare bid specifications for televising/inspecting our Hobas

Sewer Interceptor Sewer Mains 15 feet in depth and greater. Bids were received and the project was awarded to Vortex Services, LLC in the amount of \$185,401.66.

Vortex was able to complete the majority of the inspection in October, except for a portion of the interceptor under Hwy 99 (Salem Hwy) and two sewer segments upstream. These sections were full of debris due to a sag or other issue inside of the tunnel under Hwy 99. Right after Vortex completed this initial inspection, the wet weather began and it wasn't until early June that O&M felt comfortable that they could by-pass the sewer, clean the line and keep the remaining sewer inside the pipe down enough for Vortex to re-mobilize and attempt to finish the full scope of the work.

The inspection found five sewer segments that staff felt were critical and in need of repair prior to another winter season. Four of the five were found in October and S&ME has determined the best repair method is to install a cured in place liner for the length of each segment from manhole to manhole. These line segments have been placed in the 2020/2021 Sewer Rehabilitation Project for repairs. Since the fifth segment, being under Hwy 99, couldn't be televised until June, a repair method hasn't been determined. Staff is hopeful that we would be able to repair this segment as well prior to this coming winter season.

Since complete, the project is ready to close out. The final change order increases the contract amount by \$9,429.77 as well as adds 242 days since the project was on hold by the Department due to wet weather. Funding for this work was not budgeted, so funding was approved from the Department's working capital reserves.

Staff recommended that the Board recommend to the City Council approval of the Final Change Order.

Brian Kidd made a motion to approve. Dr. Carter seconded. The motion unanimously passed.

The Board considered bids for 2020/2021 Sanitary Sewer Rehabilitation Contract.

At the March 24, 2020 Board meeting the Board approved the Engineering, Construction Administration & Resident Inspection necessary for this next sanitary sewer rehabilitation project with S&ME.

S&ME completed the project design and bids were received July 14th. Only two bids were received although at least ten contractors picked up plans and specifications. One of the bids received was a "No Bid". The Base Bid of the project includes 3,515 linear feet of open cut sewer main replacements, 2,600 linear feet of cured in place pipe (CIPP), lining and/or repairing 52 manholes which is approximately 375 vertical feet of manhole lining and 80 sewer lateral repairs. The Additive Alternate Bid includes 1303 linear feet of CIPP lining of 36" to 54" diameter Hobas Pipe. This Additive Alternate is to make repairs to the pipe segments identified in the Lidar TV Inspections as having structural issues and are in need of immediate repair.

S&ME recommends awarding the Base Bid in the amount of \$2,788,172 as well as accepting the Additive Alternate in the amount of \$1,461,920, to SBW Constructors, LLC (SBW) in the amount of

\$4,250,092. They were the lowest responsible and responsive bidder for the project, they also were the contractor on three previous rehabilitation projects and were very good to work with.

It has been our practice to budget \$1.25M from the Rate Funded Budget and \$1.25M from Working Capital Reserves yearly +/- for sewer rehabilitation. Staff requests to go over and above this amount this year due to the structural repairs necessary for the large Hobas Interceptor lines. Staff did not want these Hobas repairs to take away from the typical sewer system rehabilitation.

Staff recommended that the Board recommend to the City Council approval of expending an additional \$1,750,092 from Working Reserves and to award the contract to SBW in the amount of \$4,250,092.

Funding for the Engineering, Construction Administration, Inspection and Construction was approved from a combination of 2020/2021 Budget & Working Capital Reserves.

Funding Source	Budgeted Amount	Construction Expenditures	Remaining
Rate Funded Operating Budget 2020-21	\$1,250,000	\$0	\$1,250,000
Working Reserves 2020-21	\$1,250,000	\$0	\$1,250,000
Engineering & Inspection Expenditures	\$448,000	\$98,889	\$349,111
Additional Requested Working Reserves 2020-21	\$1,750,092	\$0	\$1,750,092
Total	\$4,698,092	\$98,889	\$4,599,203

Brian Kidd made a motion to approve. Dr. Carter seconded. The motion unanimously passed.

The Board considered Specific Energy Distribution System Optimizer (DSO) System sole source purchase.

In June staff brought a request to purchase equipment to modify the existing actuators at all five storage tanks. Staff is now requesting the Board to approve the purchase of Specific Energy’s DSO system.

The challenge facing Murfreesboro’s water system is associated with the fact that the Stones River Water Treatment Plant (SRWTP) fills a single pressure zone 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. Generally, the three tanks closest to the SRWTP fill more quickly and the furthest two tanks, Tiger Hill and Stoney Meadows fill the slowest. This has led to two primary challenges for the SRWTP operations staff. First, maintaining suitable water quality in Tiger Hill and Stoney Meadows DSTs can be challenging. Because of their slower fill times and longer residence times within these tanks, it has been a challenge for operations staff to maintain a consistent chlorine residual in these tanks. Second, in order to fill these tanks with fresh water, all three of the closer DSTs must already be full. Certain

customers near the SRWTP experience very high-water pressure, and it is believed the distribution system loses a lot of water through leakage in these high-pressure areas.

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.

Since then, a better solution has been identified. By modifying the actuators to 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 DSTs. 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 \$145,500, 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. This is budgeted in the Department's FY21 capital expenditures.

Staff recommended the Board recommend to the City Council approving the sole source purchase from Specific Energy in accordance with their proposal.

Sandra Trail made a motion to approve. Kathy Nobles seconded. The motion unanimously passed.

The Board considered purchase of Specific Energy Pump Asset Management System for the membrane feed pump station.

The Board previously approved the purchase of Specific Energy for the High Service Pump Station (HSPS) and the Raw Water Pump Stations.

The standard procedure previously for plant operators, operating raw and finished water pumps, was simply to turn on the pump that provides the flow needed for water demand. Operators did not have the tools to determine if a pump is operating on its pump curve or if the pump is operating efficiently. This fact was noticed on the day the operators gained access to the Specific Energy software. Operators have continuously used the Specific Energy to select pumps for the specified flow, at the lowest specific energy and operating on the pump curve.

The membrane pumps operate somewhat differently than the raw water pumps and high service pumps. Their function is to pump water through the Pall membrane systems. There are four pumps for the membrane feed pump station. To operate the membrane system there can be anywhere from one to four pumps operating at a time. They are not currently operated on efficiency or even necessarily in the preferred

operating range. Staff currently has no way to determine the most efficient use of the membrane pumps without some type of interface like Specific Energy.

Staff has seen benefits at other locations that has justified the purchase of the software and equipment. Having seen that previously the pumps were operating off the curve and staff was not aware of this is likely the reason for the repairs needed to the pumps. Repairs generally cost >\$25,000 each time a pump is pulled and repaired.

The cost for purchasing the Pump Asset Management and Optimization Software for the Membrane Feed Pump Station is \$21,300 including the first year's annual service fees. Funding is in the FY21 capital budget. Cost for annual service fees for the Membrane Feed Pump Station is \$5,600. This amount will be budgeted in the annual operating budget.

The software does afford the Department a proposed payback given the assumed power reduction by running the pumps in optimal conditions. A 48% reduction in power pays back the purchase of the software in 5 months and a 13.5% reduction in power has a pay back of 2 years and 2 months.

Staff recommended that the Board recommend to the City Council approving the purchase of Specific Energy for the membrane feed pump station in accordance with their proposal.

Brian Kidd made a motion to approve. Kirt Wade seconded. The motion unanimously passed.

Staff presented and discussed COVID related revenue and expenses.

Staff presented and discussed the Water Resources Dashboard Performance for June 2020.

There being no further business, the meeting was adjourned.

John Sant Amour, Chairman



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MEMORANDUM

DATE: August 17, 2020

TO: Water Resources Board

FROM: Valerie H. Smith

SUBJECT: Proposed Step System
Compton Road North of Emery Road

Background

Staff has received a request from Huddleston Steele Engineering, Inc. on behalf of Chad Christianson, for MWRD to approve and accept ownership of a step system as the means for sewage treatment. The property is already within the City and was annexed in 2006. The property is along Compton Road just north of Emery Road. It is approximately 73.5 acres and attached is a preliminary layout for the development. The development anticipates 150 lots at approximately 10 – 12,000 sq. ft. lots.

This property was originally approved to be served with portions of gravity sewer (off-site & on-site), sewer pump station and forcemain at the time of annexation. The development of the property never occurred possibly due to the developer not being able to acquire the necessary off-site sewer easements. Due to the amount and density of the developments since this time downstream of the property, all inquiries for the development of the property within the last two years have been given the option of developing the property with a step system or waiting until the construction of the North East Regional Pump Station (NERPS).

Other previously approved Step System locations:

Manchester Highway (Ole South – Mankin Pointe)	July 2016	In Operation
Veals Road (Randy Friedsom)	Aug/Oct 2017	On Hold
Veals Rd/Bradyville Pike (Ole South – Carter’s Retreat)	December 2017	Under Design
John Bragg Hwy (Larry Elliott – Farmhouse Apartments)	September 2018	Under Design
Veals Road (Hall Family)	September 2018	On Hold
Compton (South of) @ Emery Rd.	April 2018	On Hold

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

Recommendation

Staff recommends that the Board recommend to the Planning Commission and City Council approval of the step system contingent upon the Development being able to adhere to our Design Guidelines for step systems.

Attachments

Request

Master Plan

GIS Exhibits (3)

August 19, 2020

Murfreesboro Water Resources Department
Attn: Valerie Smith
220 Northwest Broad Street
Murfreesboro, TN 37130
Email: vsmith@murfreesborotn.gov

Re: The Arbors at Compton
Tax Map 68, Parcel 18.00
Compton Road
Murfreesboro, TN

Dear Ms. Smith:

We hereby request that the Murfreesboro Water Resources Department allows the above-referenced property to be served by a STEP system. The property is already annexed into the City and is zoned PRD for 208 single-family lots. However, we will only be developing 158 lots by using 9.62 acres of suitable soil (see attached map).

Feel free to contact us if you have any questions or comments.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



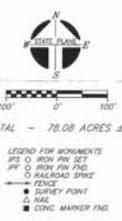
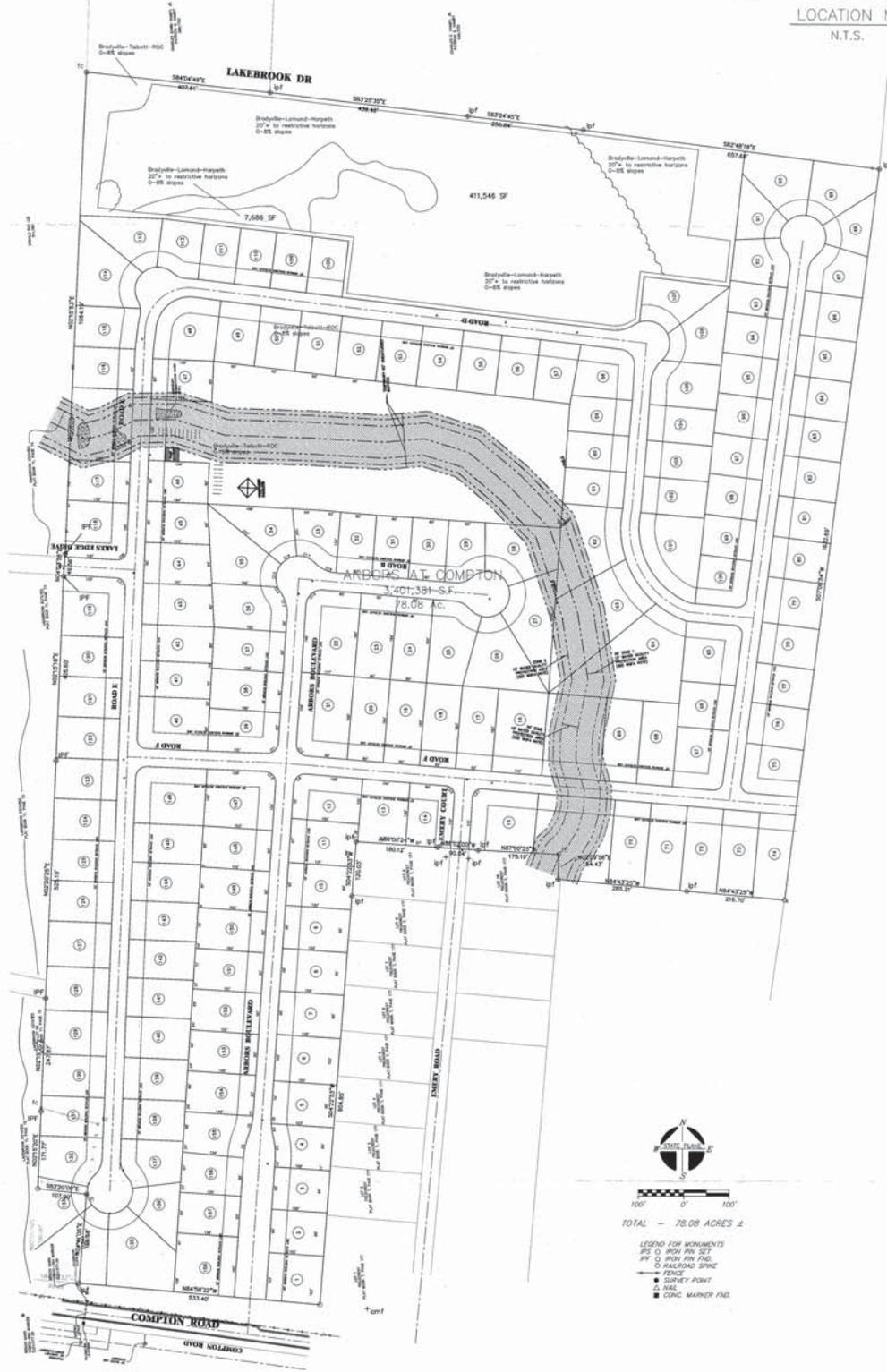
William H. Huddleston IV, P.E., R.L.S.

LEGEND

- ⊙ Power Pole
- ⊙ Existing Fire Hydrant
- ⊙ Proposed Fire Hydrant
- △ Reducer
- ⊙ Proposed Gate Valve & Box
- ▲ Concrete Thrust Block
- W— Existing Water Line
- W— Proposed Water Line
- S— Existing Sanitary Sewer Line
- S— Proposed Sanitary Sewer Line
- Existing Manhole
- ⊙ Proposed Manhole
- S— Sewer Line Check Dam
- Existing Contours
- Proposed Contours
- 00.0 Existing Spot Elevations
- 00.0 Proposed Spot Elevations
- Siltation Fence (to be installed before grading and left in place until a good stand of grass is established over all disturbed areas.)
- Siltation Fence (Initial Measure)
- Siltation Fence (Once Constructed)
- Turf Reinforcement Mat
- Stone Check Dam

NOTES

1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
2. Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.



- LEGEND FOR MONUMENTS**
- ⊙ IRON PIN SET
 - ⊙ IRON PIN AND RAILROAD SPIKE
 - ⊙ FENCE
 - ⊙ SURVEY POINT
 - ⊙ NAIL
 - CONIC MARKER PINE

GLOBAL POSITION SYSTEM SURVEY NOTES

1. The topographic portion of this survey was performed using the following global positioning system (GPS) survey equipment: TRIPOLI laser Dual-Modes 601-180-01 (Dual frequency). The GPS portion of this survey was performed using RTN (Real-Time Kinematic) surveying methods. The topographic features shown were obtained by using the TDOT CORS network for horizontal and for vertical control.
2. The relative positional accuracy is stated in the Category "TY" survey certification located above the surveyor's seal in this drawing.
3. The dates that Network was performed in this survey were: 05/20/2019
4. The datum(s) for the TDOT CORS Station Control Point that was used: NAD83; NAD83(2011) SPK00 2010
VERT: NAVD 1983
5. Fixed Control Station, designation with published data:
TDOT CORS STATION-TLS8
STATE PLANE (TN 4100-US SURVEY FT.) - NORTHING: 569,154.86
EASTING: 1,837,096.15
ELEVATION: 528.34 FT.
6. Fixed Control Station, designation with RAW file data:
TDOT CORS STATION-TLS8
STATE PLANE (TN 4100-US SURVEY FT.) - NORTHING: 568,154.8786
EASTING: 1,837,096.078
ELEVATION: 508.25 FT.
7. Grid model used-- GEOS09
8. Combined grid factors for TDOT CORS Station TN38
0.99992880 (STATE PLANE--TN 4100-US SURVEY FT.)

OWNER: CHAD CHRISTENSEN
ADDRESS: 1229 COMPTON RD.
MURFREESBORO, TN 37130
TAX MAP: 68 PARCEL 18.00
DEED BOOK: 82, PAGE: 204
FLOOD MAP PANEL: 4749 C0161 H ZONES: AE & X
FLOOD MAP DATED: JANUARY 5, 2007
FLOOD MAP PANEL: 4749 C0162 H ZONES: AE & X
FLOOD MAP DATED: JANUARY 5, 2007

NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOWN AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.

I HEREBY CERTIFY THAT THIS IS A CATEGORY "TY" SURVEY AND THE PRECISION OF THE PORTION OF THIS SURVEY IS 1:10,000 AS SHOWN HEREON AND THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS

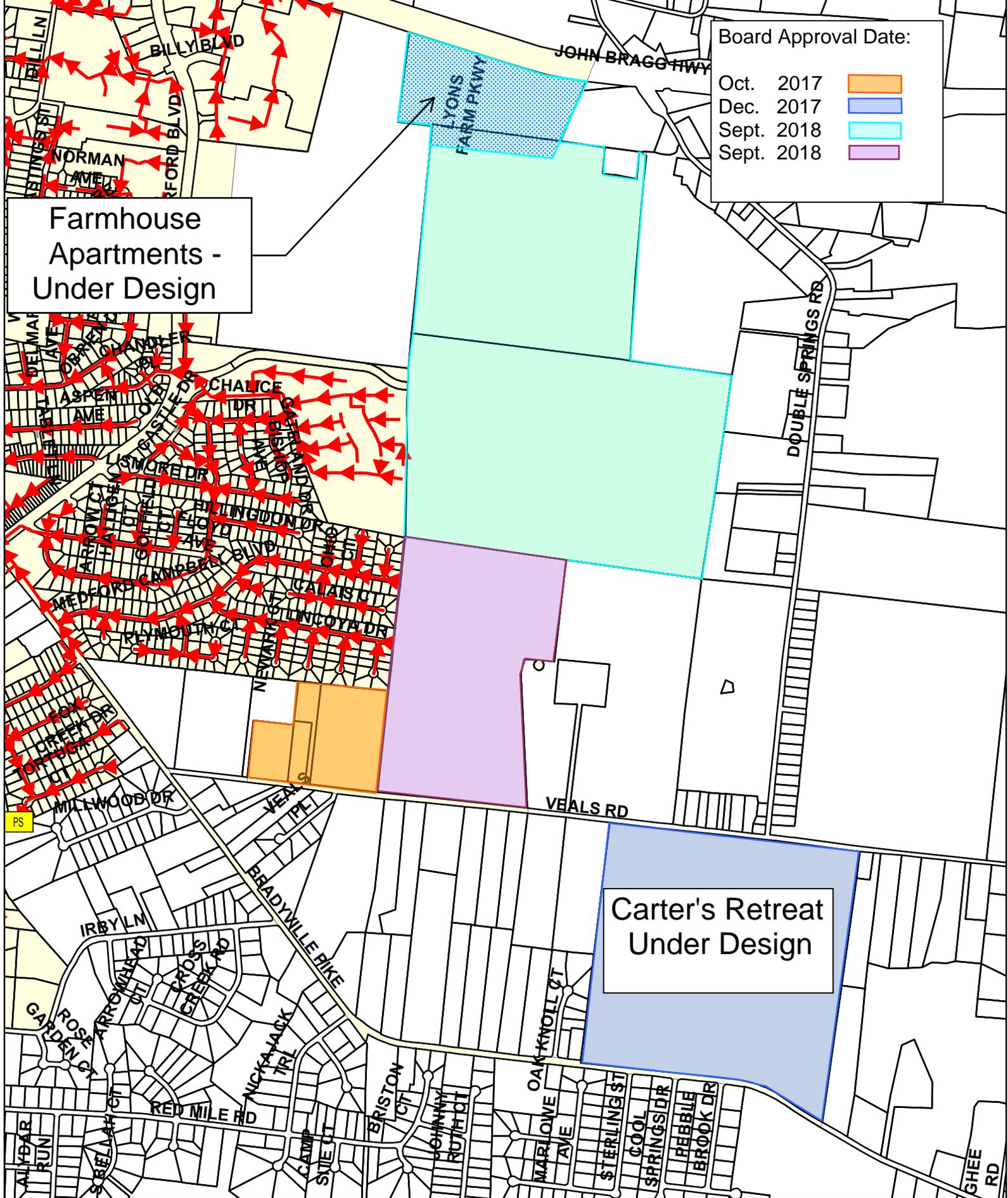
GRID ONLY

HUDDLESTON-STEEL ENGINEERING, INC.
1115 W. BRAD ST. MURFREESBORO, TN 37130
TELEPHONE: (615) 261-1004 FAX: (615) 261-1000

DATE	REVISION DESCRIPTION

SOIL GRID
THE ARBORS AT COMPTON
Page 55
21ST CIVIL DISTRICT IN ARBORS COUNTY - TN.

DATE: JUNE 2019 SCALE: 1"=100' SH: 1 OF 1



Board Approval Date:

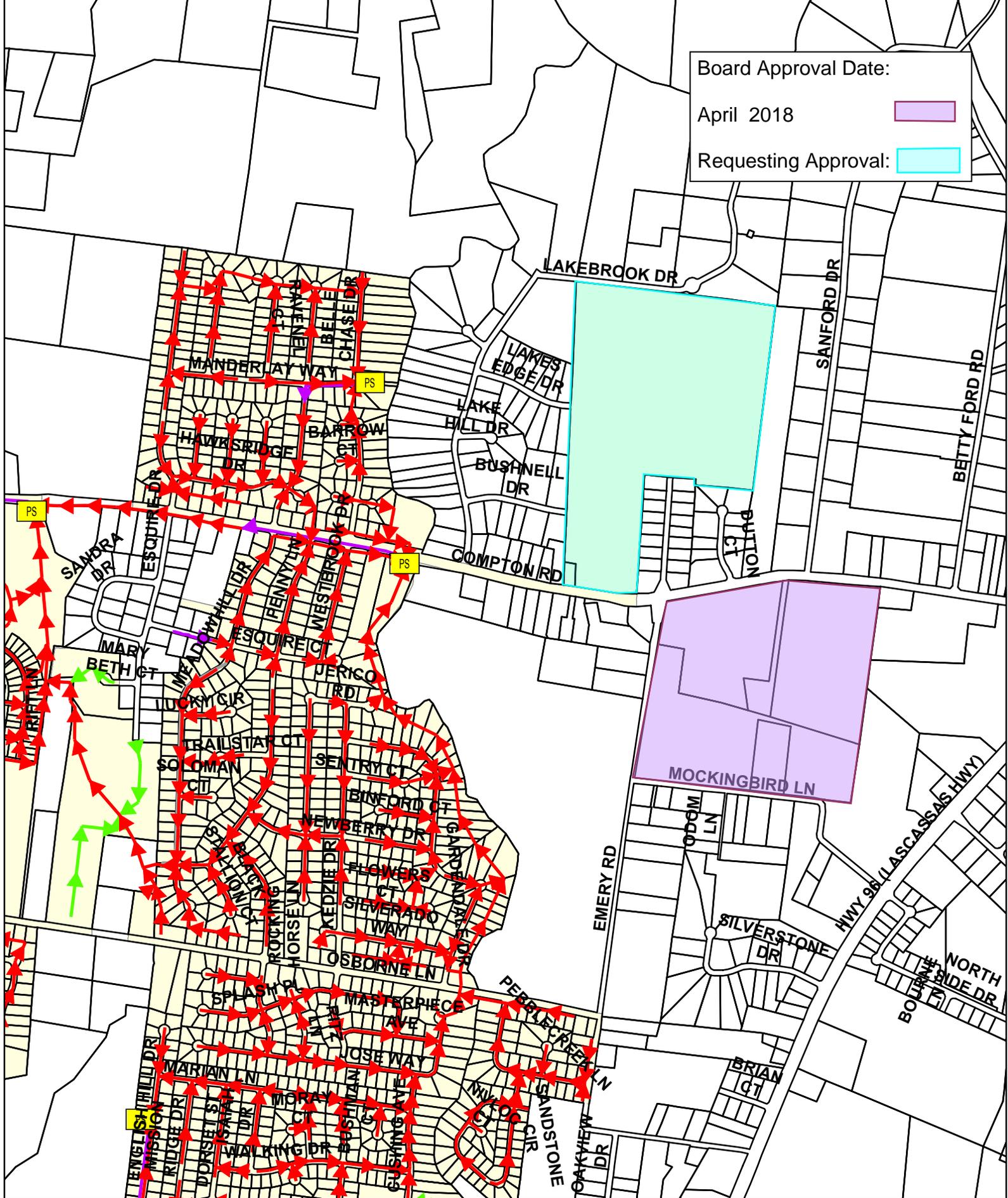
Oct. 2017	Orange
Dec. 2017	Blue
Sept. 2018	Light Blue
Sept. 2018	Purple

Farmhouse
Apartments -
Under Design

Carter's Retreat
Under Design



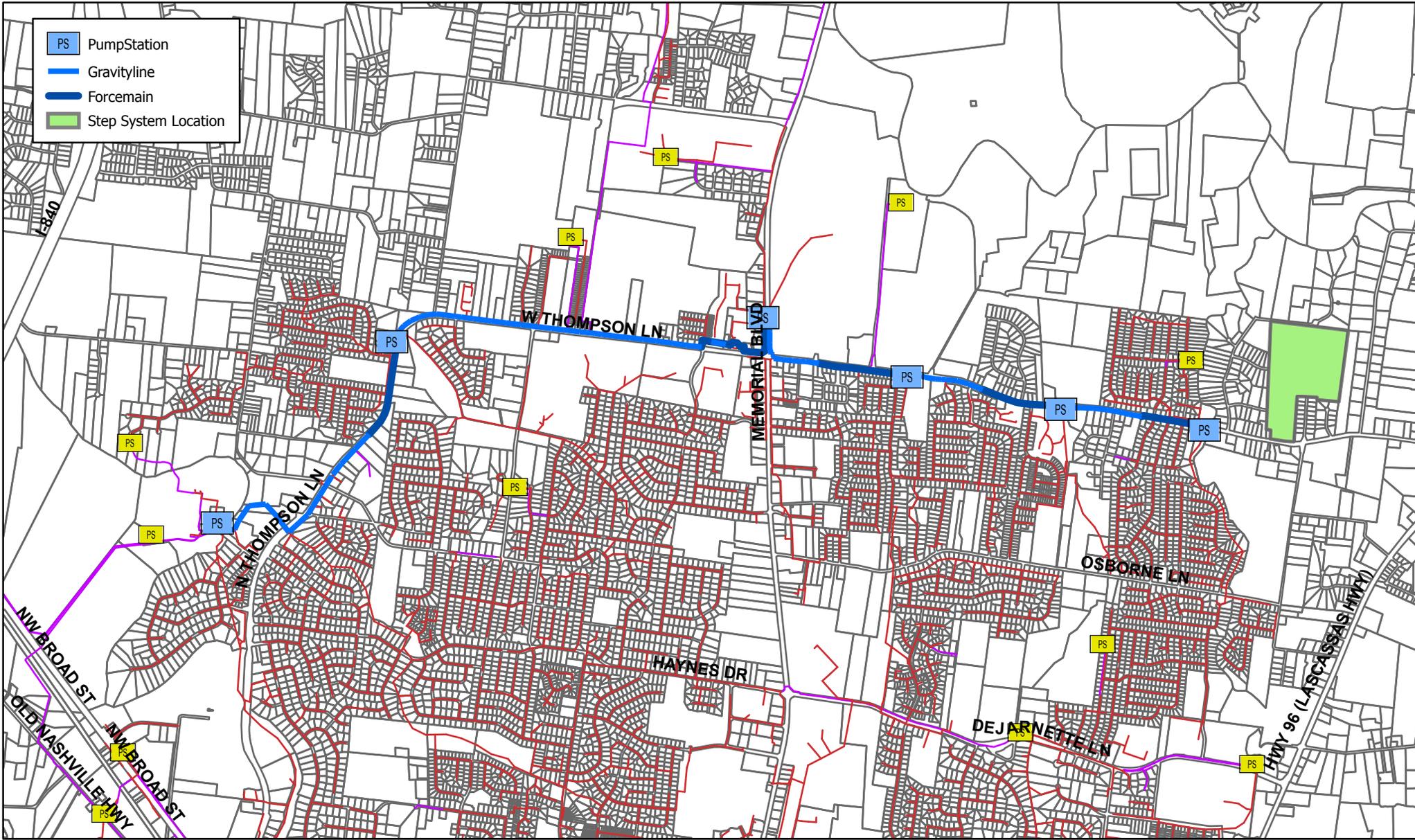
Board Approval Date:
 April 2018
 Requesting Approval:



NTS

Murfreesboro Water Resources Department
 Step System Location Approvals





Scale: 1:36,000

MURFREESBORO WATER RESOURCES DEPARTMENT

Step System Location Approvals



TENNESSEE
WATER RESOURCES
kcarr 8/19/2018
Step System



... creating a better quality of life

Memorandum

Date: August 18, 2020
To: Water Resources Board
From: Robert Haley, III
Subject: Request to fund an upgrade to stormwater treatment controls in Oakland Court

BACKGROUND

The Murfreesboro Housing Authority is redeveloping Oakland Court, a 20-acre property next to Oaklands Mansion where 76 one to five-bedroom units have existed since the 1960s. Demolition for Phase I has begun. In addition to replacing housing units, the project includes new water lines, sewer lines, streets and stormwater treatment and drainage infrastructure.

City staff encouraged the development team to include green stormwater infrastructure in the design. The team did so, planning for rain gardens within the North Academy Street right-of-way, and the Housing Authority is requesting the City to pay the extra cost of those features.

Staff advocated for green infrastructure for a couple of reasons. One, Oakland Court is in a priority drainage catchment – that is one with a relatively large area of imperviousness (hard surfaces) and a low amount of tree canopy and that drains to a quality-impaired stream (Sinking Creek in this case). Staff have targeted these catchments for stormwater retrofits. Two, we would like to see a pilot installation of street side rain gardens. Also referred to as planter boxes, there are not any of these in Murfreesboro, but we believe that they can serve as useful retrofits in priority catchments.

In the case of this project, the rain gardens will add, we estimate, benefit to the stormwater management system: 10-15% benefits to stormwater quality, quantity, and reduction to the long-term maintenance burden. In addition, green stormwater infrastructure presents a more pleasant physical environment for residents.

RECOMMENDATION

Staff recommends to the Board that the City reimburse the Housing Authority for the extra construction cost associated with installing street-side rain gardens on North Academy Street; up to \$150,000 from the City's stormwater fund.

The reimbursement amount will be based on the engineer's record of the extra costs, after completion of project. The Housing Authority is following competitive, Federal and State, bidding protocols on the Oaklands Court project.

FISCAL IMPACT

The stormwater capital projects budget includes retrofits to streets and stormwater outfalls in this watershed at \$210,000 for the two fiscal years 2020 and 2021.

ATTACHMENTS

- Photos, examples of Right-of-Way Rain Gardens
- Oakland Court, existing condition and planned redevelopment
- North Downtown Planter Box Study Area, staff report

Z:\engineering\Project Files\Stormwater\2019\19022 - Oaklands Court Redevelopment\Request funding for No Academy rain gardens\Oakland Court, memo to Board re funding 8-2020.docx



April 24, 2020



April 24, 2020



August 14, 2020



August 17, 2020



907 N Academy St
Murfreesboro, Tennessee

Google

Street View

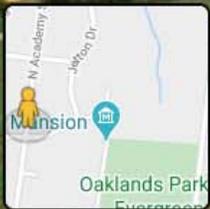


Image capture: Jul 2019 © 2020 Google United States Terms Report a problem



MASTERPLAN

PLANNED RESIDENTIAL DISTRICT

	1 BR UNIT - 32
	2 BR UNIT - 60
	3 BR UNIT - 40
	4 BR UNIT - 14
	5 BR UNIT - 4
TOTAL	150





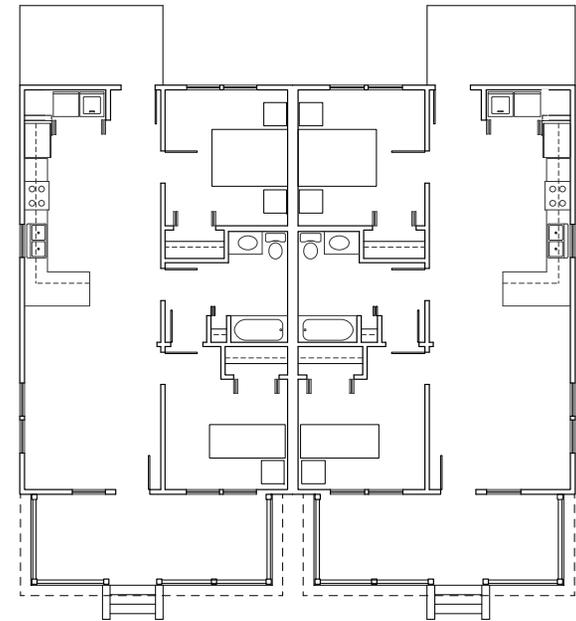
CRAFTSMAN 1 AND 2 BEDROOM DUPLEX

PLAN - 2 BEDROOM UFAS/875 SF/1-STORY DUPLEX/TRIPLEX

McCARTY HOLSAPLE McCARTY | MHA|LHP OAKLAND COURT



Craftsman Elevation



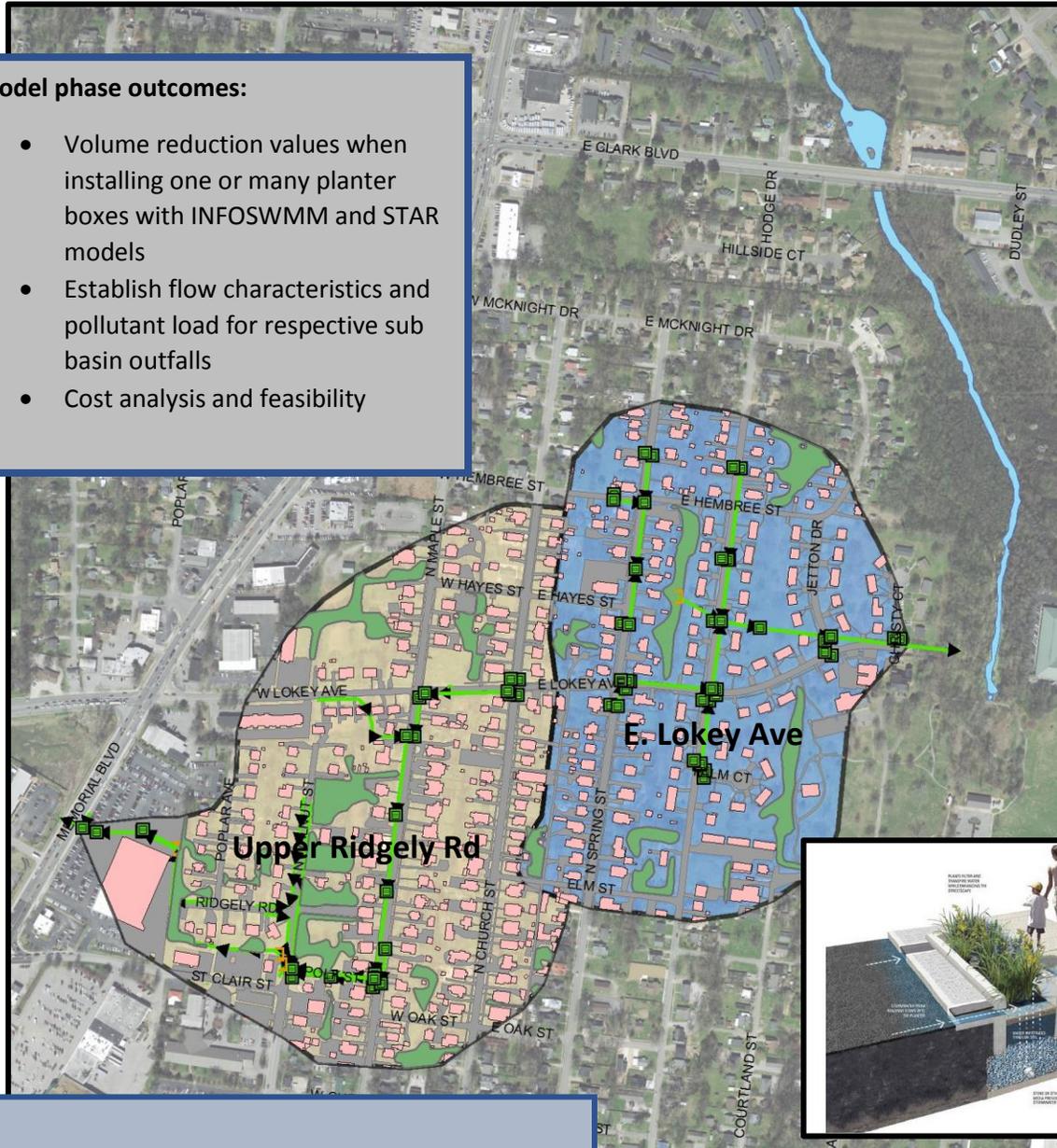
1ST FLOOR

North Downtown Planter Box Project Study Area

East Lokey Avenue (Sinking Creek) and Ridgely Road (Lytle Creek) Sub basins

Model phase outcomes:

- Volume reduction values when installing one or many planter boxes with INFOSWMM and STAR models
- Establish flow characteristics and pollutant load for respective sub basin outfalls
- Cost analysis and feasibility



Project goals:

- Reduce runoff volume to TMDL listed streams Sinking and Lytle Creeks
- Aid downtown revitalization through planter boxes
- Beautify urban streets
- Satisfy concerns of stakeholders

Sub basin characteristics:

	E. Lokey Ave	Ridgely Rd
Basin size	48.6 acres	55.4 acres
Total imperviousness	34%	47%
Tree canopy	6.7%	8.6%



... creating a better quality of life

MEMORANDUM

DATE: August 25, 2020
TO: Murfreesboro Water Resources Board
FROM: Ryan Potts
SUBJECT: Request to Purchase Waypoint Network Remediation Services and Equipment

Background

As part of the EPA-required Risk & Resilience Certification, Waypoint Solutions conducted a Cybersecurity Penetration test on our SCADA network for both the Water and Wastewater plants earlier this year. Upon completion of the tests, there were multiple findings that require remediation. One of the items, Cisco ASA (firewall), used in preventing cyber-attacks, is currently 8 years old and obsolete per the manufacturer.

Also, during the conducted test, issues were noted with our network topology.

Replacing the current obsolete equipment and reconfiguring our SCADA network topology will lower our risk of infiltration from cyber-attackers.

Cybersecurity Remediation was budgeted at \$100,000 in our FY20 rate-funded capital expenditures budget.

Recommendation

Staff recommends the Water Resources Board recommend to City Council approving the purchase of the referenced equipment and services from Waypoint Solutions in the amount of \$28,000.

Fiscal Impact

Funding for equipment and services, totaling approximately \$28,000, will come from FY21 Reserves. This cost will be shared between the Water and Wastewater plants.

Exhibits

Waypoint Network Remediation Services and Equipment Quote



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ8299

Date Aug 19, 2020

Bill To

Murfreesboro Water Resources

Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:

Email rpotts@murfreesborotn.gov

Ship To

Murfreesboro Water Resources

Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:

Email rpotts@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	1	Scada Firewall Refresh and Network Remediation Project - See SoW for Details	\$11,600.00	\$11,600.00
			SubTotal	\$11,600.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$11,600.00

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ8298

Date Aug 19, 2020

Bill To

Murfreesboro Water Resources

Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:

Email rpotts@murfreesborotn.gov

Ship To

Murfreesboro Water Resources

Ryan Potts
2032 Blanton Drive
Murfreesboro, TN 37129
USA

Phone (615) 890-0862 ext:

Email rpotts@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

NCPA
NCPA01-42

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	2	CS-CITY OF MURFREESBORO-FortiGate-80E Hardware plus 5 Year 24x7 FortiCare and FortiGuard Enterprise Protection	\$5,074.08	\$10,148.16
2	1	CS-CITY OF MURFREESBORO-Base license for stackable FortiAnalyzer-VM; 1 GB/Day of Logs and 500 GB storage capacity. Unlim	\$1,375.00	\$1,375.00
3	1	CS-CITY OF MURFREESBORO-Upgrade license for adding 1 GB/Day of Logs and 500 GB storage capacity	\$458.34	\$458.34
4	1	CS-CITY OF MURFREESBORO-FortiAnalyzer-VM Support 5 Year 24x7 FortiCare Contract (for 1-6 G B/Day of Logs)	\$3,725.49	\$3,725.49
			SubTotal	\$15,706.99
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$15,706.99

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



WATER RESOURCES

DASHBOARD PERFORMANCE

July 2020



MWRD FY2020-2024 CIP

NO.	PROJECT	2019-2020 2019	2020-2021 2020 Issue	2021-2022 2021 Issue	2022-2023 2022 Issue	2023-2024 2023 Issue	TOTAL
	Construction- Northeast Regional PS & Force Main						\$0
	Overall Creek PS & Force Main Upgrade						\$0
	Construction- Biosolids Processing Equipment						\$0
	TOTAL Capital Improvements funded from Debt Service	\$0	\$0	\$0	\$0	\$0	\$0

NO.	PROJECT	2019-2020 2020 FY	2020-2021 2021 FY	2021-2022 2022 FY	2022-2023 2023 FY	2023-2024 2024 FY	TOTAL
	Sewer rehab- Account 335	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
	Meters, Water/Sewer Taps, Hydrants - 280, 290, 300, 310	\$435,000	\$435,000	\$435,000	\$435,000	\$435,000	\$2,175,000
	Water lines- Account 320	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000
	Sewer Lines - Account 330	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000
	Biolsolids Processing Equip & Storage Sinking Fund	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
	Walter Hill Dam Repair/Remediation Sinking Fund	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
	Lift Station Replacement Sinking Fund	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
	NE Regional PS & FM Sinking Fund	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
	GAC Replacement	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
	High Service Pumps & Membrane Pump Improv.		\$1,000,000				\$1,000,000
	Vehicle and Equipment Replacement	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$7,500,000
	TOTAL Capital Improvements funded from Rates	\$5,135,000	\$6,135,000	\$5,135,000	\$5,135,000	\$5,135,000	\$26,675,000

NO.	PROJECT	2019-2020 2020 FY	2020-2021 2021 FY	2021-2022 2022 FY	2022-2023 2023 FY	2023-2024 2024 FY	TOTAL
	W&S CAPITAL IMPROVEMENT PROJECTS						
	Misc FY20 Working Reserve Commitments	\$1,850,000					\$1,850,000
	Biosolids Processing Equipment & Storage Addition	\$1,000,000	\$9,500,000	\$5,500,000			\$16,000,000
	Replace Biosolids Polymer System	\$100,000	\$1,350,000				\$1,450,000
	Overall Creek Pump Station & Force Main Upgrade	\$500,000	\$7,500,000	\$4,300,000			\$12,300,000
	NE Regional Engineering Design	\$500,000	\$1,500,000	\$250,000	\$250,000		\$2,500,000
	NE Regional P.S. & Force Main		\$3,000,000	\$10,000,000	\$7,500,000		\$20,500,000
	Cherry Lane / Sazerac Sanitary Sewer		\$1,000,000	\$1,500,000			\$2,500,000
	SR840 Interchange Area Sanitary Sewer	\$200,000	\$1,100,000	\$1,100,000			\$2,400,000
	Joe B. Jackson Sanitary Sewer	\$50,000	\$750,000				\$800,000
	MWRRF Wet Weather Treatment Train Impr	\$50,000	\$150,000	\$500,000	\$2,500,000	\$2,500,000	\$5,700,000
	Mill Street Painting, Halls Hill and Tiger Hill Tank Repairs	\$1,000,000	\$1,800,000				\$2,800,000
	Replace Pall Membranes					\$650,000	\$650,000
	High Service PS & Membrane Feed Pump Improv.		\$2,500,000				\$2,500,000
	Direct Potable Reuse Demonstration			\$350,000	\$350,000		\$700,000
	Stones River Water Qual Sampling / NPDES Permitting	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
	Subtotal CAPITAL PROJECTS	\$5,400,000	\$30,300,000	\$23,650,000	\$10,750,000	\$3,300,000	\$73,400,000
	TRANSPORTATION (Water/Sewer Imp.)						
	Bradyville Pike			\$1,500,000	\$1,500,000	\$500,000	\$3,500,000
	Jones Blvd Widening		\$500,000	\$500,000			\$1,000,000
	Cherry Lane Repurified Main Extension (14,600 LF)		\$2,000,000	\$1,000,000			\$3,000,000
	Cherry Lane Sanitary Sewer Construction	\$150,000	\$1,000,000	\$1,500,000			\$2,650,000
	SR 99 Widening- Old Fort to Cason Lane		\$500,000	\$1,000,000			\$1,500,000
	St. Clair St.		\$500,000				\$500,000
	John Rice Blvd & Rucker Lane		\$200,000				\$200,000
	Maney Avenue Reconstruction - Phase 2		\$250,000	\$250,000			\$500,000
	Wilkinson Pike Reconstruction (MCP to TL)		\$650,000	\$650,000			\$1,300,000
	Subtotal TRANSPORTATION PROJECTS	\$150,000	\$5,600,000	\$6,400,000	\$1,500,000	\$500,000	\$14,150,000
	REHABILITATION						
	Sewer Rehabilitation - Maintenance Contract	\$2,770,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$8,770,000
	INFORMATION TECHNOLOGY PROJECTS						
	IT/Computer Systems Hardware Upgrades	\$350,000	\$100,000	\$100,000	\$100,000	\$100,000	\$750,000
	Electronic Content Management (Scanning/Imaging)		\$250,000	\$250,000			\$500,000
	IT Design Services & Consulting	\$100,000	\$100,000	\$100,000			\$300,000
	Comp Maintenance Management System (CMMS)		\$400,000	\$600,000			\$1,000,000
	Subtotal INFORMATION TECHNOLOGY PROJECTS	\$450,000	\$850,000	\$1,050,000	\$100,000	\$100,000	\$2,550,000
	TOTAL Projects from Working Capital Reserves	\$8,770,000	\$38,250,000	\$32,600,000	\$13,850,000	\$5,400,000	\$98,870,000

PROJECTED RESERVE FUND BALANCE REVENUE (TAPS)	\$8,000,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000
SINKING FUND DEPOSITS TO RESERVES FROM RATES	\$2,375,000	\$3,375,000	\$2,375,000	\$2,375,000	\$2,375,000
SECURED MIN. BALANCE FOR WORKING CAPITAL RESERVES	\$24,331,276	\$24,817,902	\$25,314,260	\$25,820,545	\$26,336,956
PROJECTED WORKING CAPITAL RESERVE BALANCE	\$83,220,668	\$55,845,668	\$33,120,668	\$29,145,668	\$33,620,668
FUNDS ABOVE SECURED MINIMUM BALANCE	\$58,889,392	\$31,027,766	\$7,806,408	\$3,325,123	\$7,283,712

Preliminary *Draft* 5-YR CAPITAL IMPROVEMENTS PLAN (CIP)
STORMWATER UTILITY FUND, FY20.-24

NO.	PROJECT	Originator	2019-2020 2020 FY	2020-2021 2021 FY	2021-2022 2022 FY	2022-2023 2023 FY	2023-2024 2024 FY	TOTAL
			<i>Projected</i>	<i>Budget</i>	<i>Pro Forma</i>	<i>Pro Forma</i>	<i>Pro Forma</i>	
	Neighborhood Projects (NP)							
NP-1	Memorial Blvd / Haynes Dr. Drainage Improvements	City Eng	\$125,000	\$50,000				\$175,000
NP-2	Mitchell-Nielson Drainage Project	City Eng	\$50,000					\$100,000
NP-3	Huntwood/Leaf Ave Neighborhood Drainage Imp.	City Eng	\$100,000	\$100,000				\$200,000
NP-4	Southern Meadows / Kimbro Woods Drainage Imp.	City Eng	\$500,000	\$500,000				\$1,025,000
NP-5	Liberty Dr. / Thatcher Trace Spring Box	City Eng	\$50,000	\$75,000				\$125,000
NP-6	Pennington Drive Drainage Repair/Upgrade (Added)	City Eng						\$0
NP-7	Gateway Pond Repair	Eng/MRSD						\$0
NP-8	Hardwood Drive Drainage Upgrade (Added)	City Eng	\$250,000					\$250,000
NP-9	Pacific Place/Riverrock Blvd Drainage Imp.	City Eng	\$0	\$0				\$0
	Subtotal		\$1,075,000	\$725,000				\$1,875,000
	Water Quality Improvement (Compliance) Projects (WQ)							\$0
WQ-1	Town Creek Bioretention BMP's @ Cannonsburgh	MWRD						\$0
WQ-2	Molloy Lane Water Quality Pond	MWRD	\$25,000	\$125,000	\$75,000			\$225,000
WQ-3	Rosebank Springs Constructed Wetlands	City Eng	\$35,000	\$165,000	\$115,000			\$350,000
WQ-4	Lee's Branch Stream Restoration	City Eng	\$25,000					\$25,000
WQ-5	West Fork Stones River at Cason Trail; bank repair	MWRD	\$140,000					\$180,000
WQ-6	Bear Branch Water Quality Mitigation	City Eng						\$0
WQ-7	Sinking Creek Headwater protection BMP	MWRD/Eng	\$30,000	\$50,000	\$150,000	\$150,000	\$150,000	\$530,000
WQ-8	Todd's Lake Regional Wetlands Improvements	City Eng						\$0
WQ-9	Hooper's Bottom Regional Water Quality Project	City Eng	\$25,000	\$150,000		\$175,000	\$175,000	\$550,000
WQ-10	Lytle Creek/Ridgley Road Bacteriological Reduction (Added)	MWRD	\$15,000	\$75,000	\$25,000			\$125,000
WQ-11	Memorial Blvd/VA Pond Trash Rack (Added)	MWRD						\$0
WQ-12	Spence Creek Restoration	MWRD/Eng	\$25,000	\$25,000	\$25,000			\$100,000
WQ-13	E. Lokey Ave Trash Rack at Sinking Creek	MWRD	\$30,000	\$75,000				\$105,000
WQ-14	Sinking Creek/ Northfield Blvd Commercial Retrofit Study/Project	MWRD	\$25,000	\$50,000	\$100,000			\$185,000
WQ-15	Overall Street retrofit/ bioretention - streetscape	MWRD	\$35,000	\$100,000				\$135,000
WQ-16	Downtown planter box retrofits study/project	MWRD	\$50,000	\$50,000				\$110,000
	Subtotal		\$460,000	\$865,000	\$490,000	\$325,000	\$325,000	\$2,620,000
	Public Drainage/Streets Participation Projects (PD)							\$0
PD-1	Maney Avenue Phase 2	City Eng						\$50,000
PD-2	Town Creek Conveyance (Murfree Springs to Cannonsburgh)	City Eng	\$500,000	\$250,000	\$100,000			\$900,000
PD-3	Maple St. Alley Permeable Paver Project	City Eng						\$0
	Subtotal		\$500,000	\$250,000	\$100,000			\$950,000
	Totals		\$2,035,000	\$ 1,840,000	\$ 590,000	\$ 325,000	\$ 325,000	\$ 5,445,000

EFFECTIVE UTILITY MANAGEMENT
Financial Viability
MWRD WORKING CAPITAL ACCOUNT SUMMARY

ESTIMATED Working Capital at 7/31/20

Board Designated (System Dev, Assessments, etc) as of 6/30/19	\$ 34,445,773	
Undesignated Excess Funds as of 6/30/19	48,028,398	
Estimated Reserve Revenue thru 7/31/20	8,041,687	
Estimated Reserve Expenditures thru 7/31/20	(7,822,224)	
		82,693,634

COMMITTED Reserves at 7/28/20

Sewer Rehabilitation Project 2020/2021	4,250,092	
NE Regional Pump Station Engineering Amend#1	30,640	
SSR Amend No. 7 - Bioassess Sampling & Stratification	108,800	
Overall Creek P.S. Upgrades Additions (SSR, MR, JBS)	173,681	
Warrior Dr. Westpoint S/D Watermain Participation	109,477	
Sewer Inspection Software - WinCan	53,138	
Hazen Sawyer Regulatory Assistance	203,700	
SSR - Biosolids Polymer System Replacement	95,407	
Rucker Lane Widening Sewer Extensions	74,095	
S&ME - 2020 Sewer Rehab Design	349,111	
Tank Painting (Mill, Tiger, Halls Hill)	784,208	
ELI - Thompson Lane Utility Relocation TDOT	90,900	
SSR Task Order - High Service & Membrane Pumps	71,715	
Sewer Rehab Change Order #1	150,812	
ADS Temporary Flow Monitoring	69,000	
SSR Task Order Overall Creek PS Upgrade	493,549	
CIA - Cherry Lane Ph2 Utility Design	36,000	
ELI - Joe B. Jackson West P.S. and Sewer Design	7,782	
Sanitary Sewer 2019/20 Rehabilitation Contract	1,020,606	
CIS Software Upgrade V4	343,000	
SSR Task Order - Mill, Tiger, Halls Hill Tank Painting	86,284	
SSR Task Order 201 Facilities Plan	177,603	
Biosolids Thermal Dryer Install (JBS & MR)	107,137	
Overall Creek P.S. Upgrades (VFD's)	275,428	
S&ME - 2019 Sewer Rehab Design	139,026	
WRRF Aerator 2A Gearbox Replacement	130,930	
Biosolids Small-scale Thermal Dryer	216,250	
H-S Blackman Park Sewer Design	180,000	
SEC Jones Blvd Utility Design Proposal	14,225	
Northeast Regional PS & Conv - SSR	1,773,593	
Bradyville Pike Utility Design - Neil-Schaffer	22,710	11,638,899

APPROVAL Requests at 8/26/20

Admin Building A/C Unit Replacement (3 units)	23,000	23,000

BALANCE of Working Capital at 8/26/20 after COMMITMENTS **\$ 71,031,735**

DESIGNATED Projects Pending

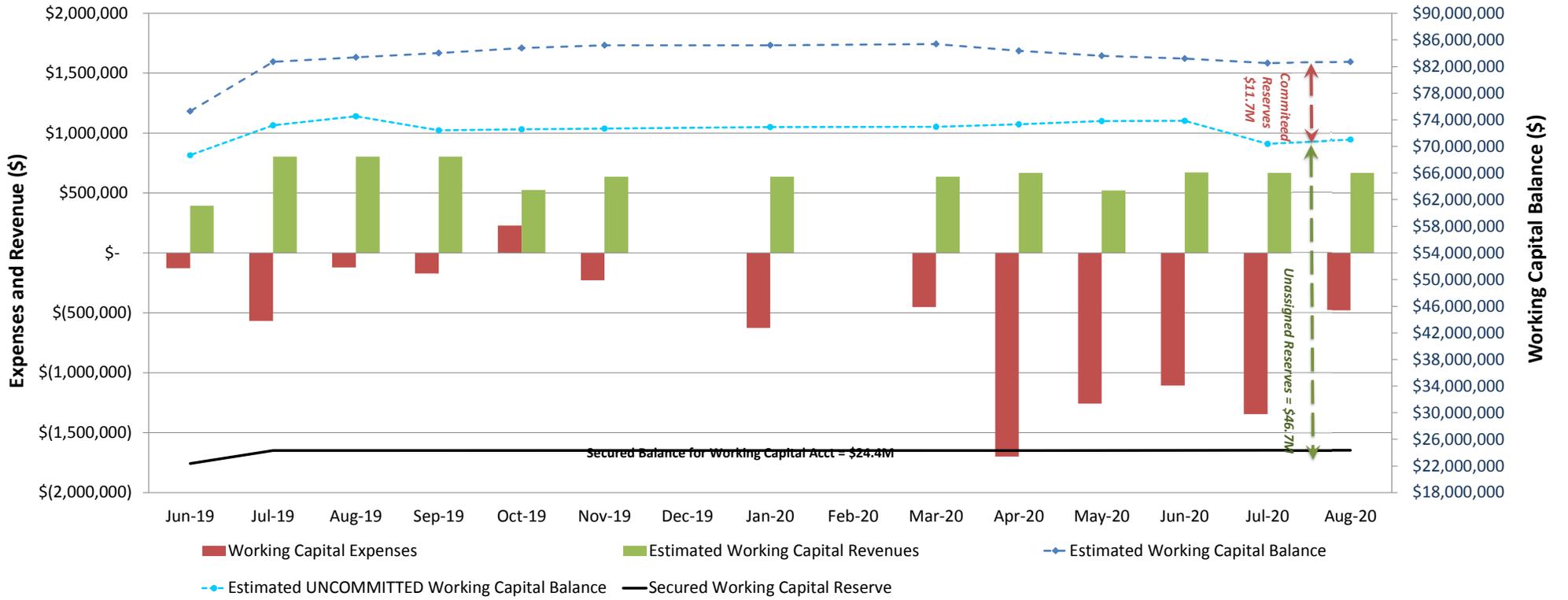
N/A		-

ESTIMATED UNCOMMITTED Working Capital Reserves as of August 26, 2020 **\$ 71,031,735**

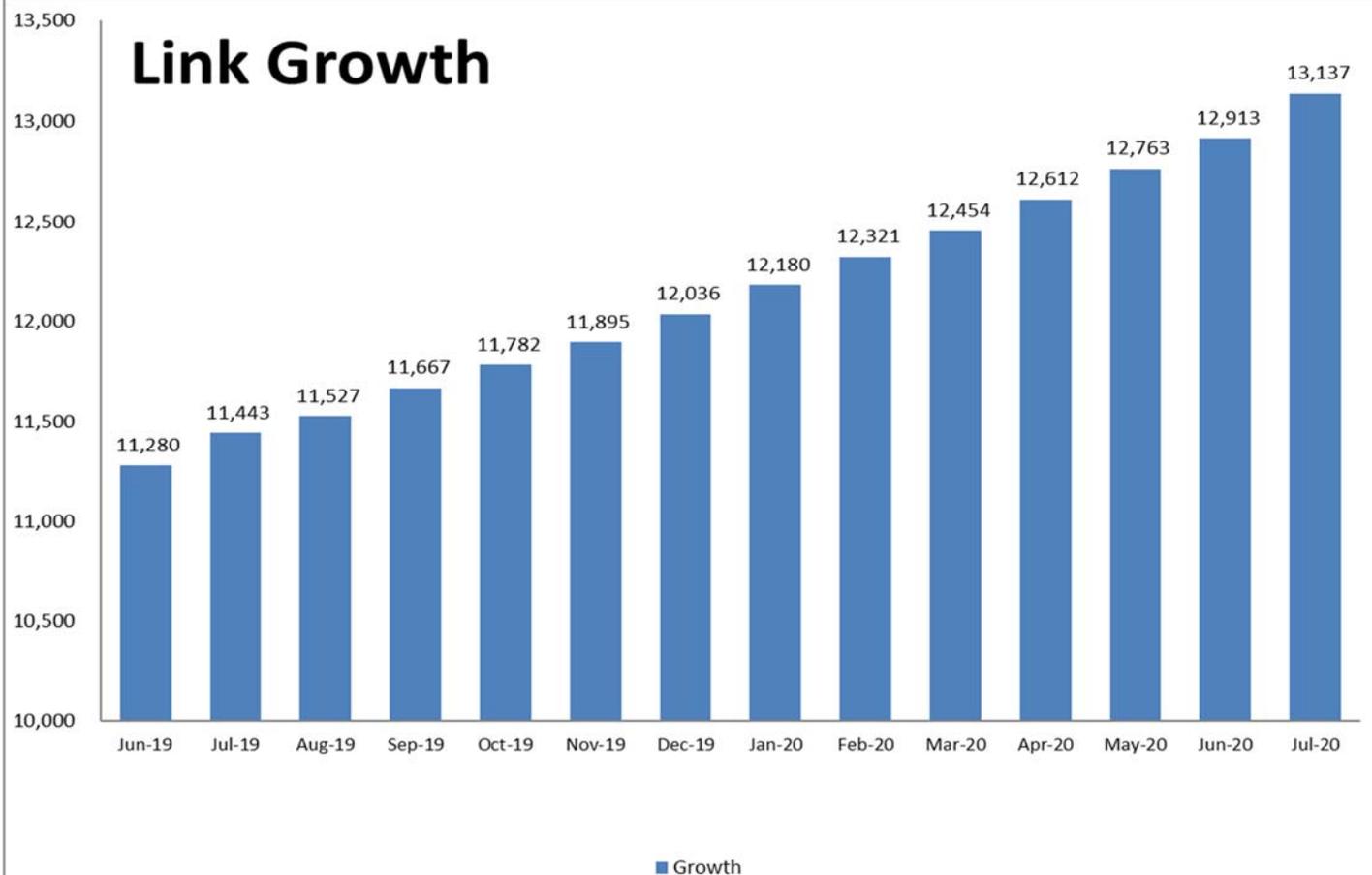
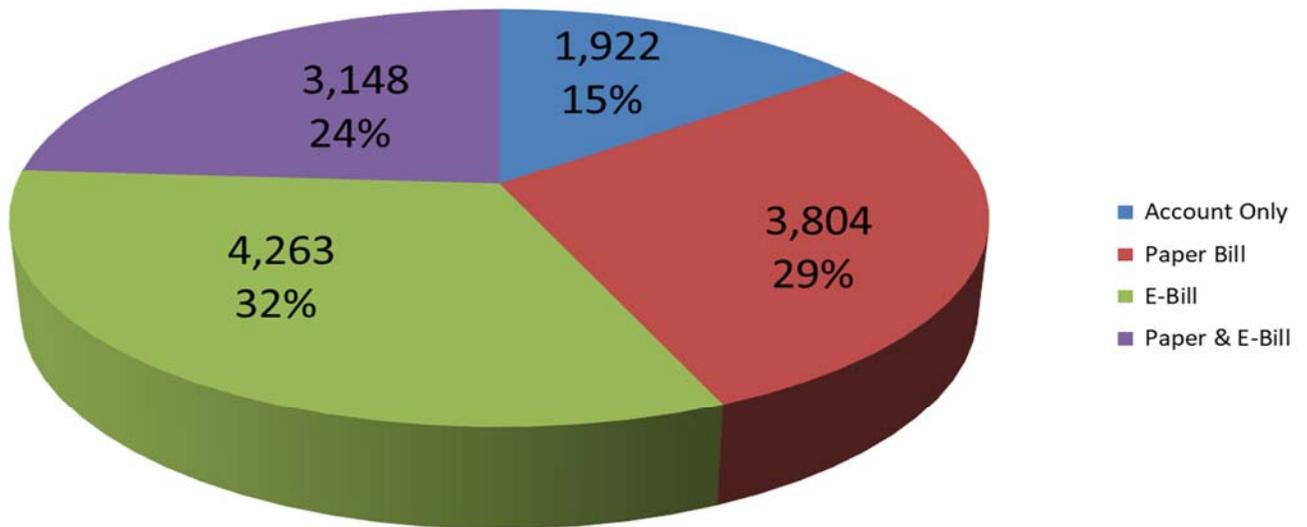
SECURED FY20-21 Operating and Maintenance Expenses **\$ 24,363,800**

UNASSIGNED Working Capital Funds (Est. Uncommitted - Secured) **\$ 46,667,935**

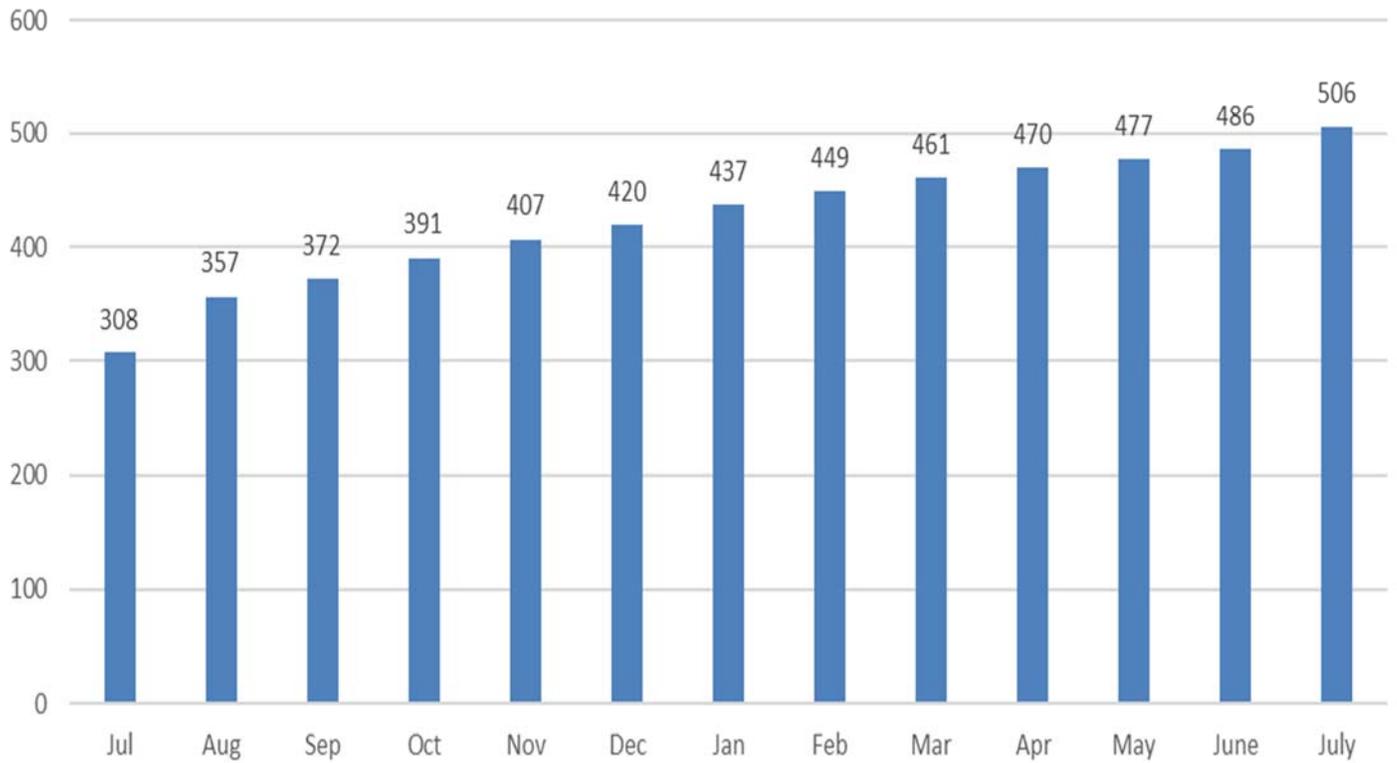
MWRD Working Capital Reserves Dashboard



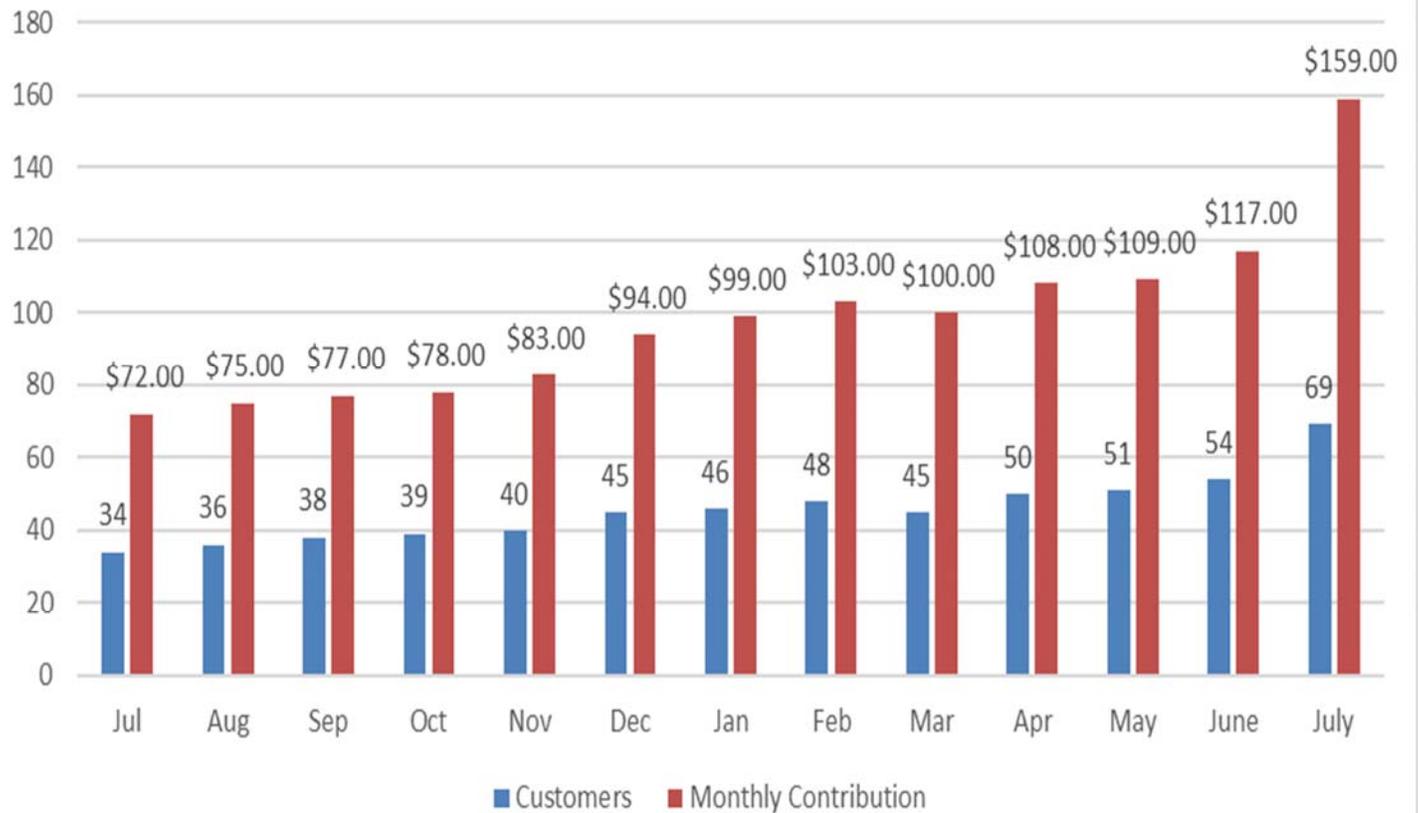
Infinity.Link Customers as of July 2020 = 13,137



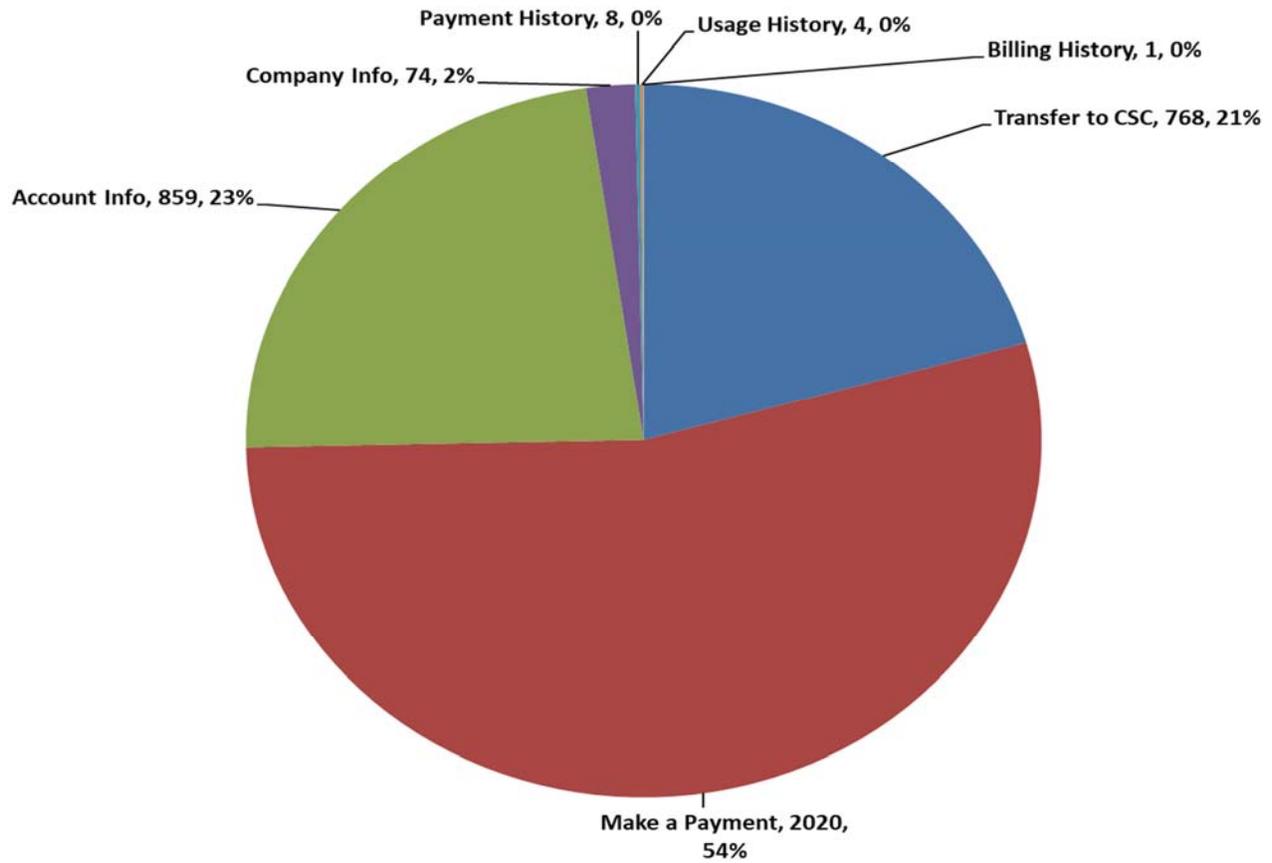
AMI Customer Portal Users



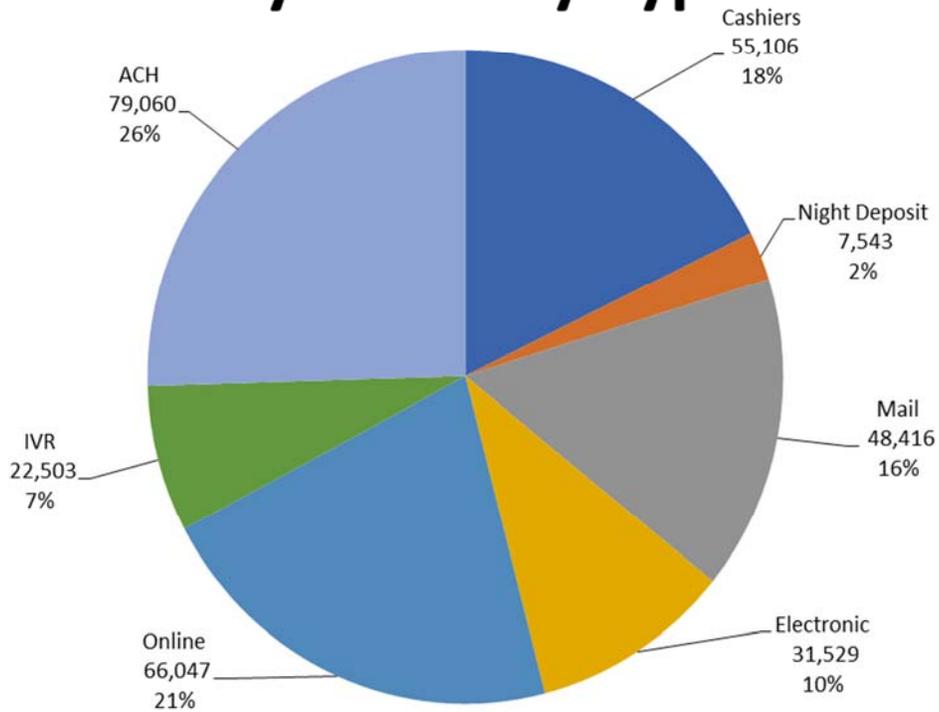
H₂O Users & Monthly Contributions



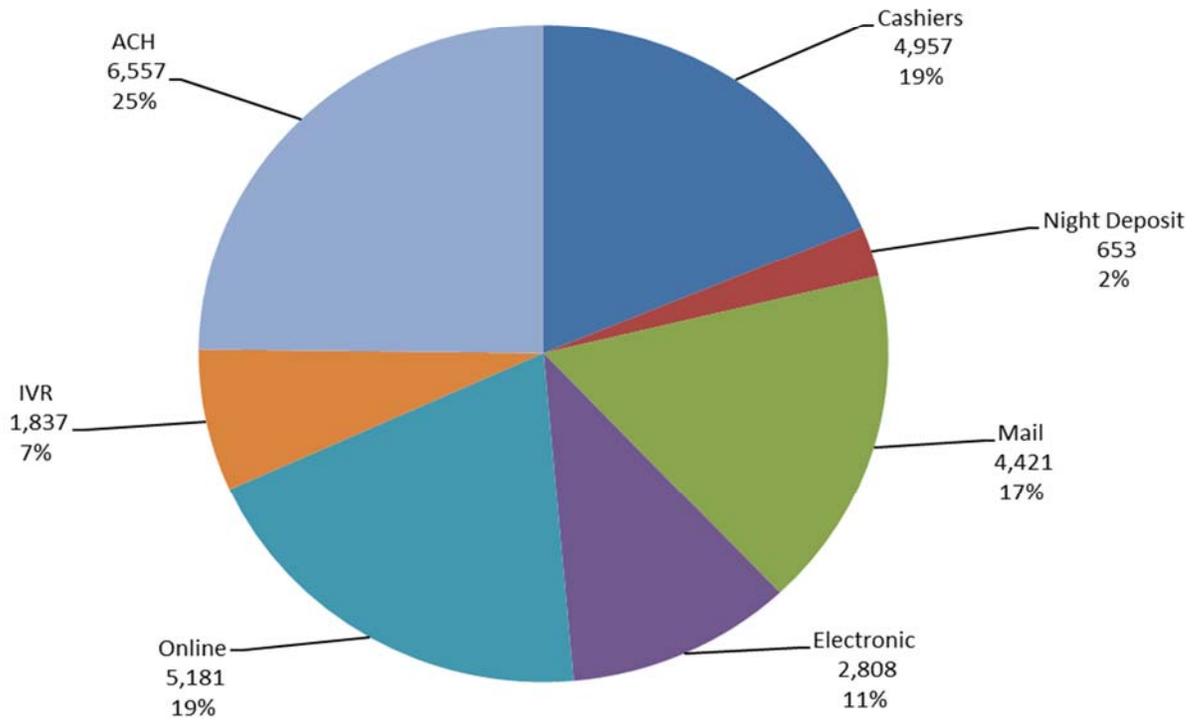
IVR Calls From 07/01-07/31/20 = 3,734



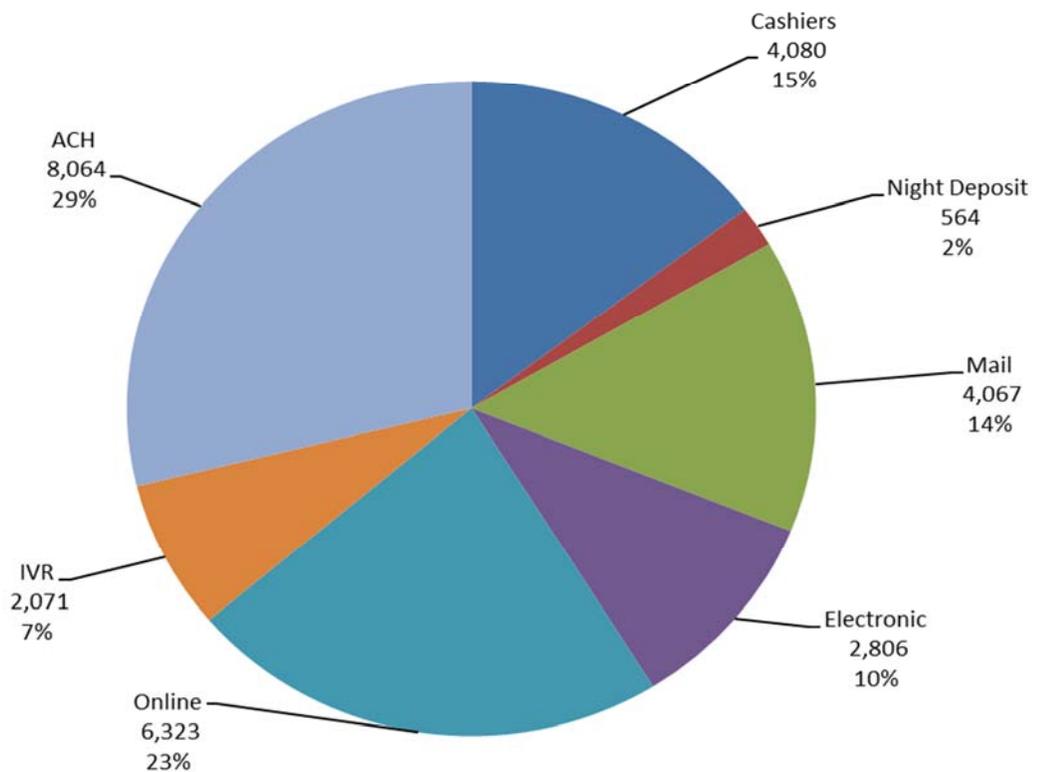
July 2019-June 2020 Payments by Type



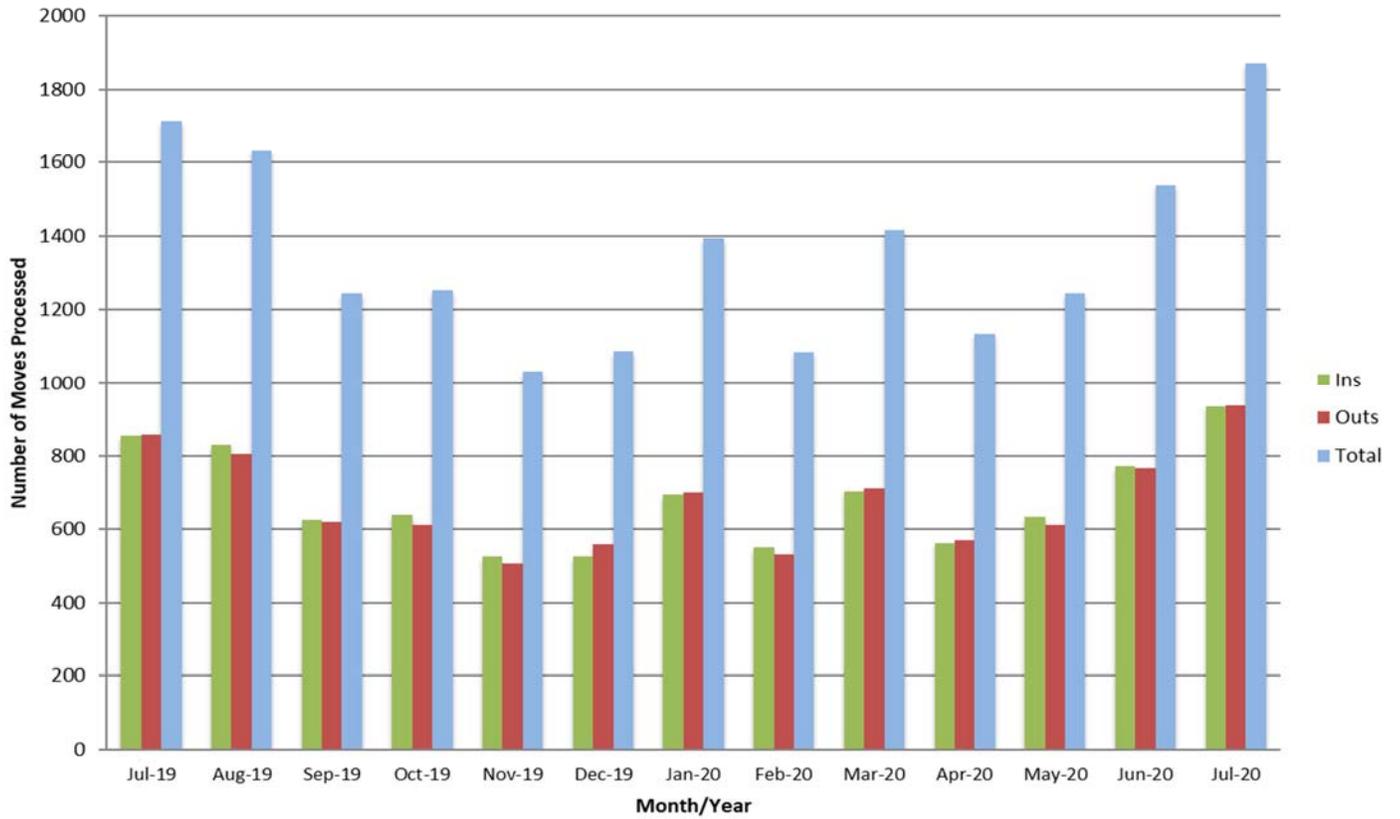
July 2019 Payments by Type



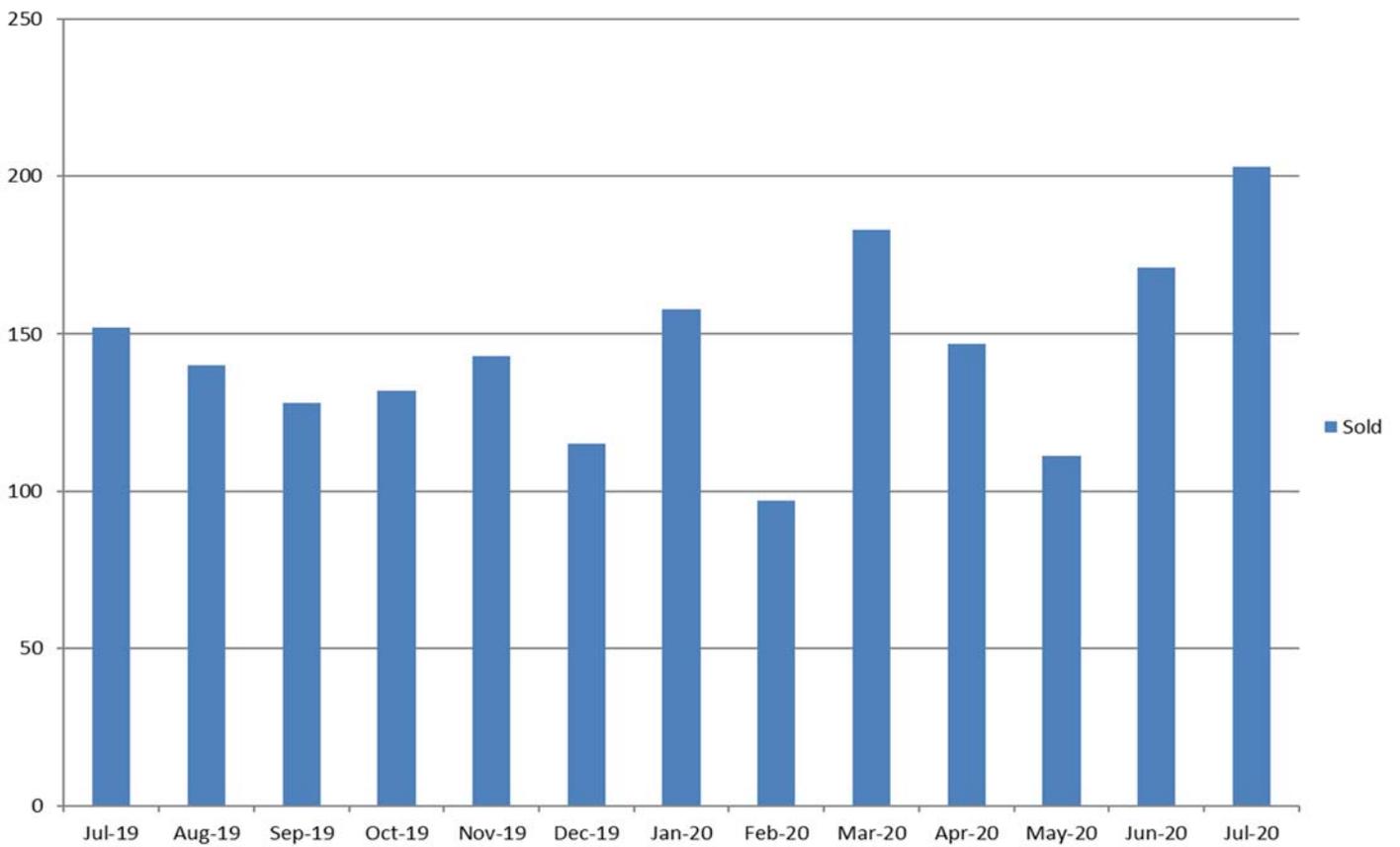
July 2020 Payments by Type



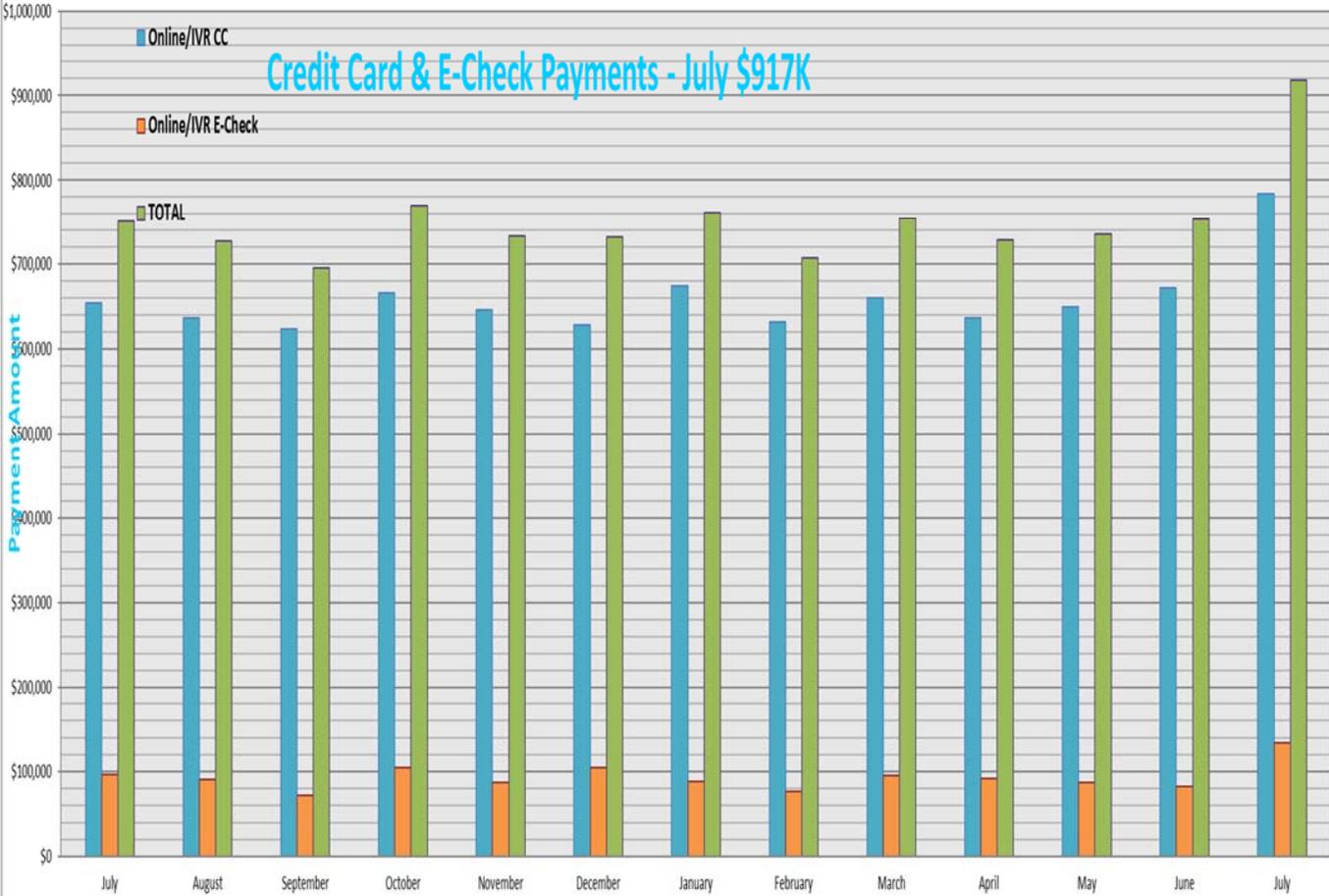
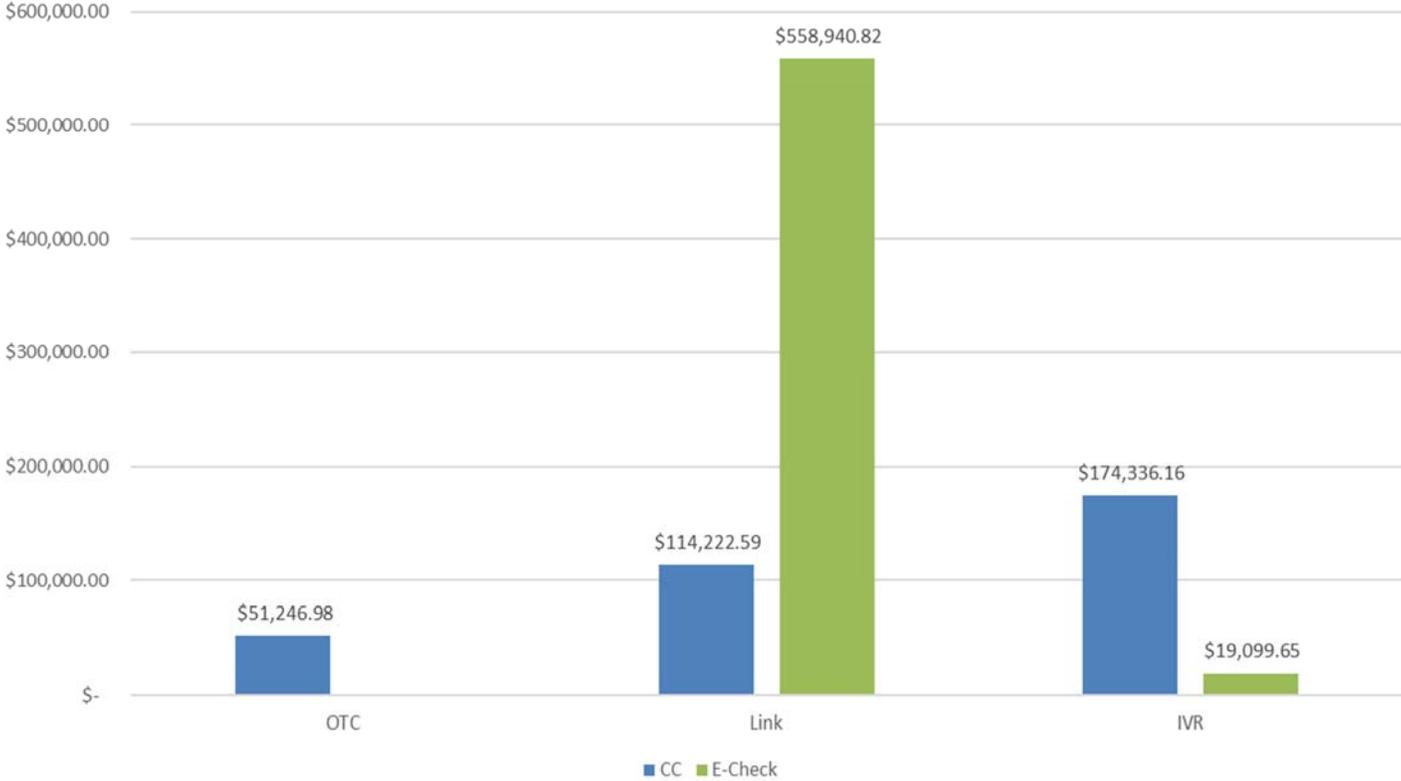
July Moves Processed = 1,872



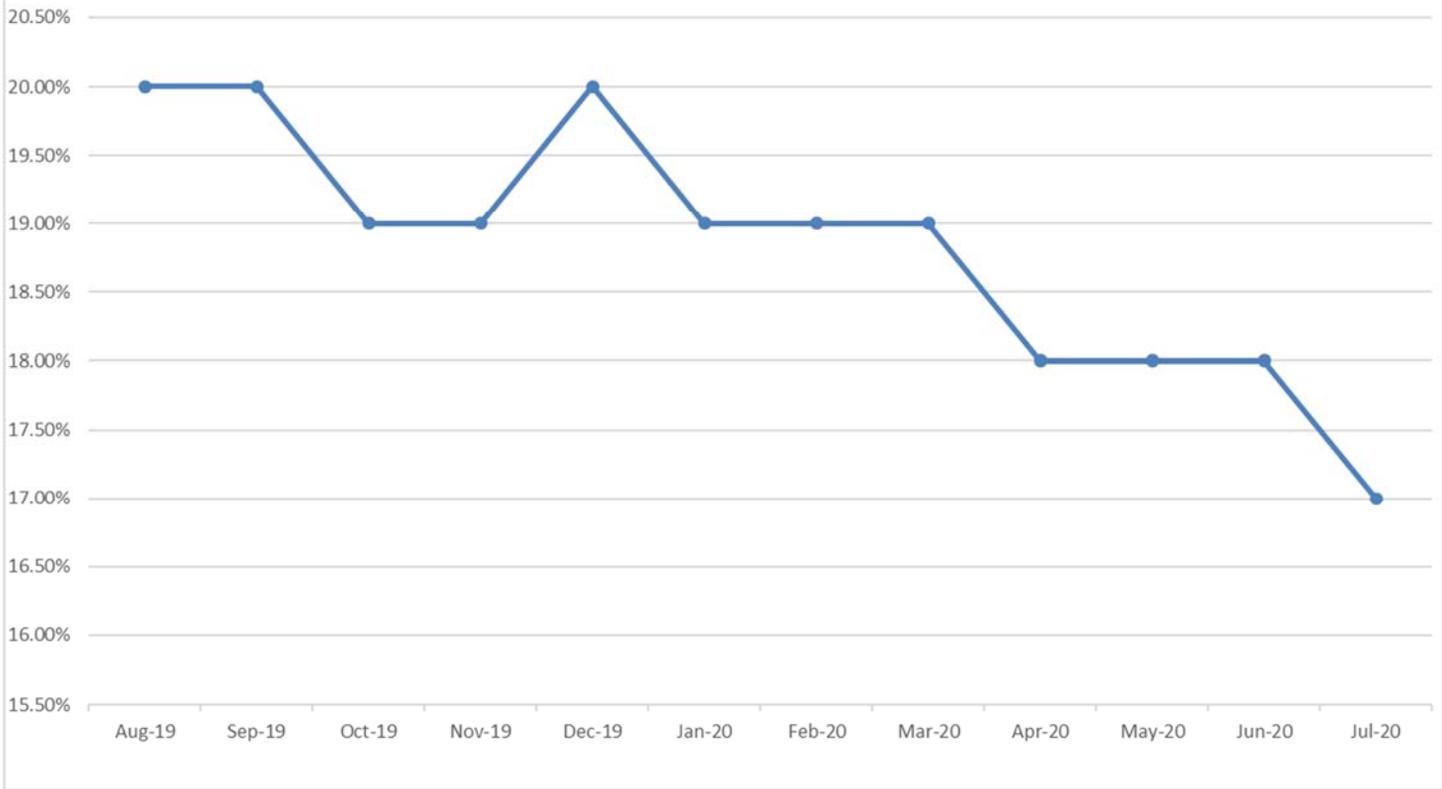
July Taps Sold = 203



Electronic Payment Method July 2020



Water Loss - 12-month rolling average

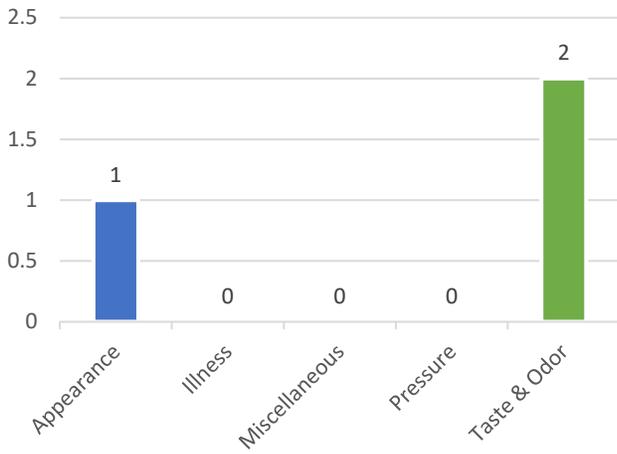


STONES RIVER WATER TREATMENT PLANT

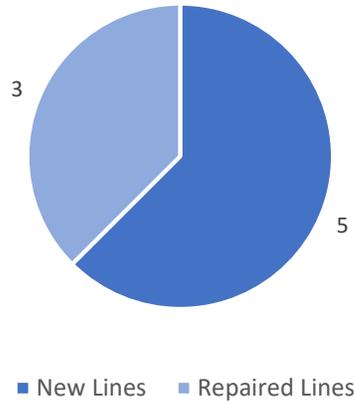
Dashboard Report

July 2020

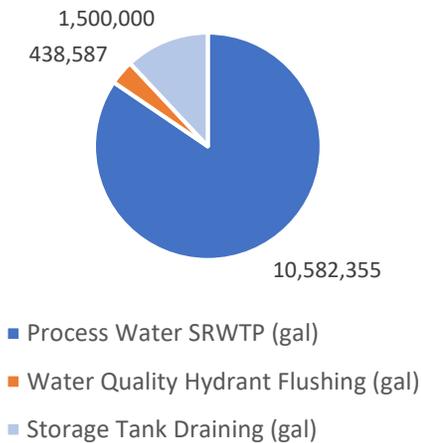
Drinking Water Laboratory Section Water Quality Complaints



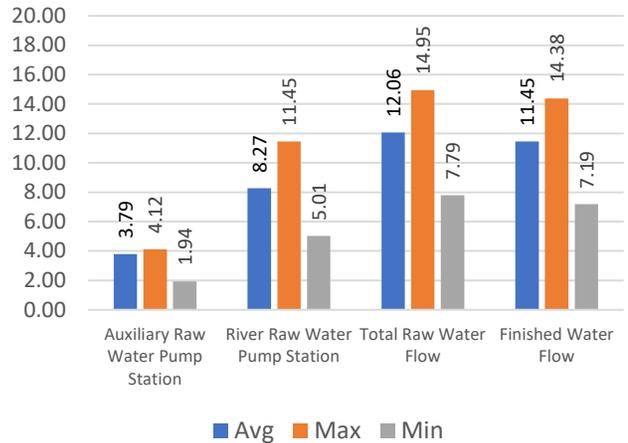
Drinking Water Laboratory Section New & Repaired Lines Tested



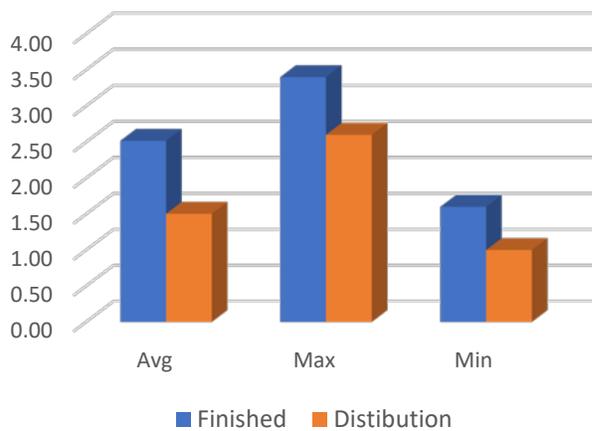
Water Quality Water Used Not Sold



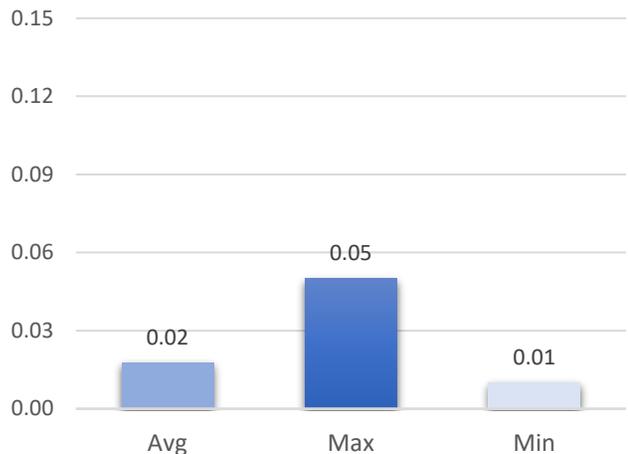
Plant Operations Section Flow (MGD)



Plant Operations Section Chlorine (mg/L)



Plant Operations Section Finished Turbidity (NTU)

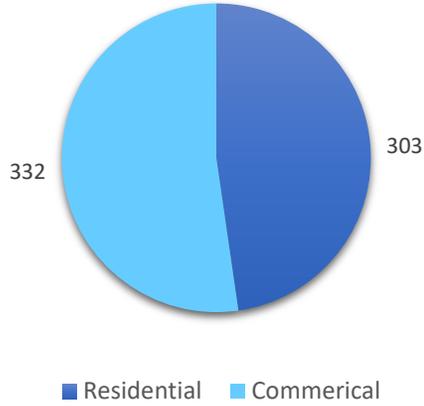


STONES RIVER WATER TREATMENT PLANT

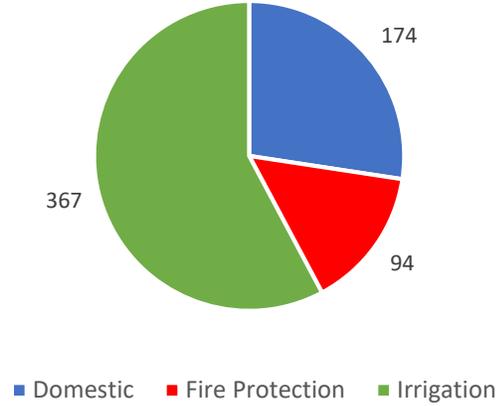
Dashboard Report

July 2020

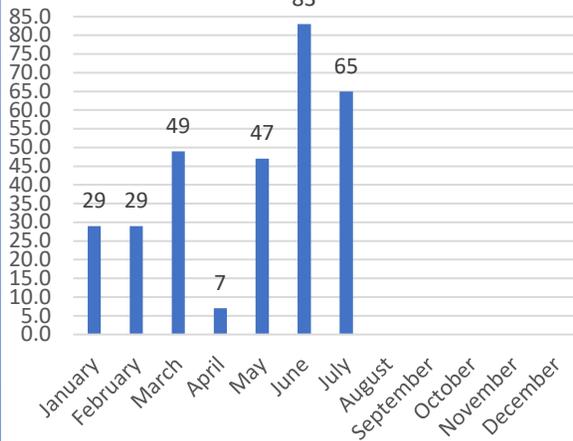
**Cross-Connection Control Section
Number of Devices Tested By Category**



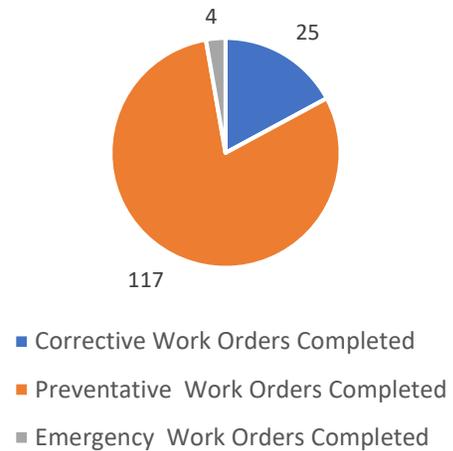
**Cross-Connection Control Section
Number of Devices Tested**



**Drinking Water Operations Section
Pall Membrane Module Pin Count**



**Drinking Water Maintenance Section
Work Order Status**

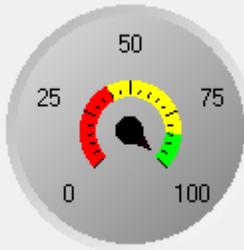


MURFREESBORO WATER RESOURCE RECOVERY FACILITY

DASHBOARD REPORT

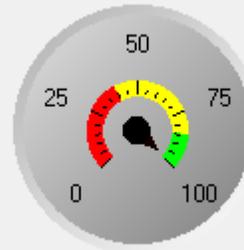
July, 2020

BOD PERCENT REMOVAL



99.2

AMMONIA PERCENT REMOVAL

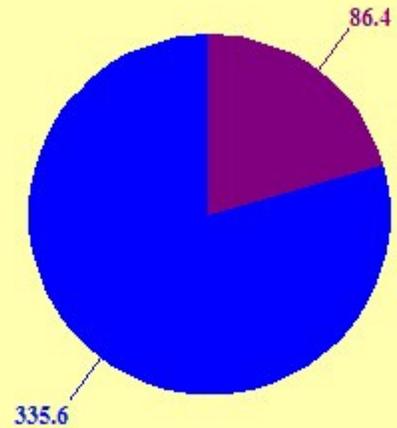


99.0

387.599
**MILLION GALLONS
TREATED**

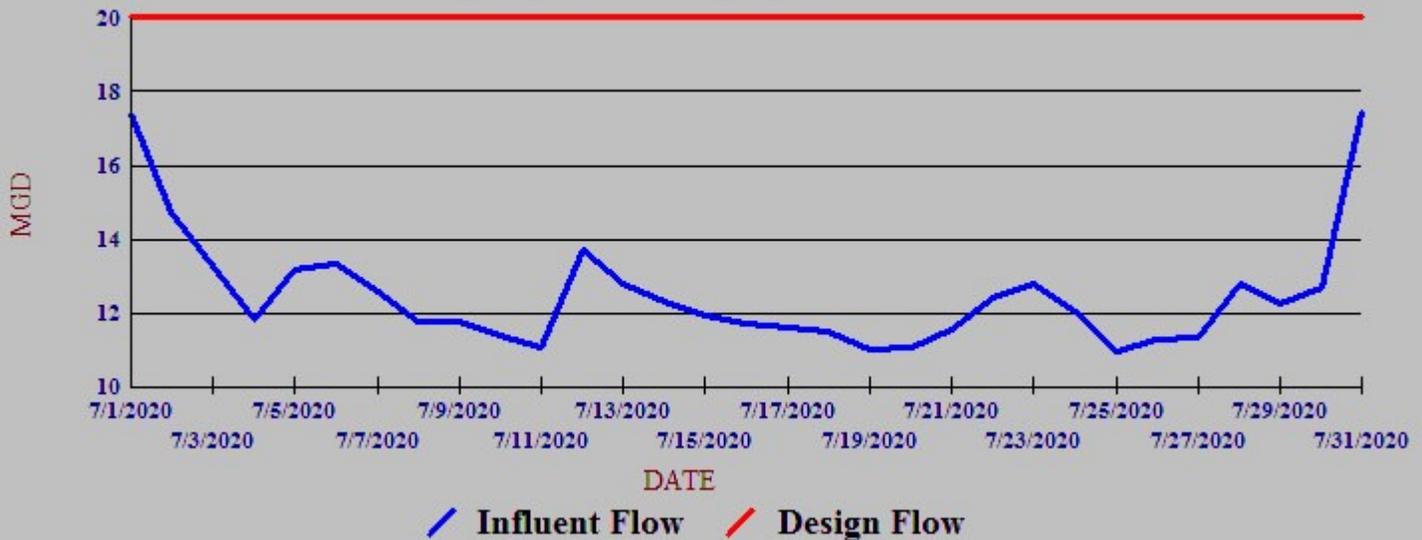
1,724.61
**TONS
BIOSOLIDS
REMOVED**

EFFLUENTS

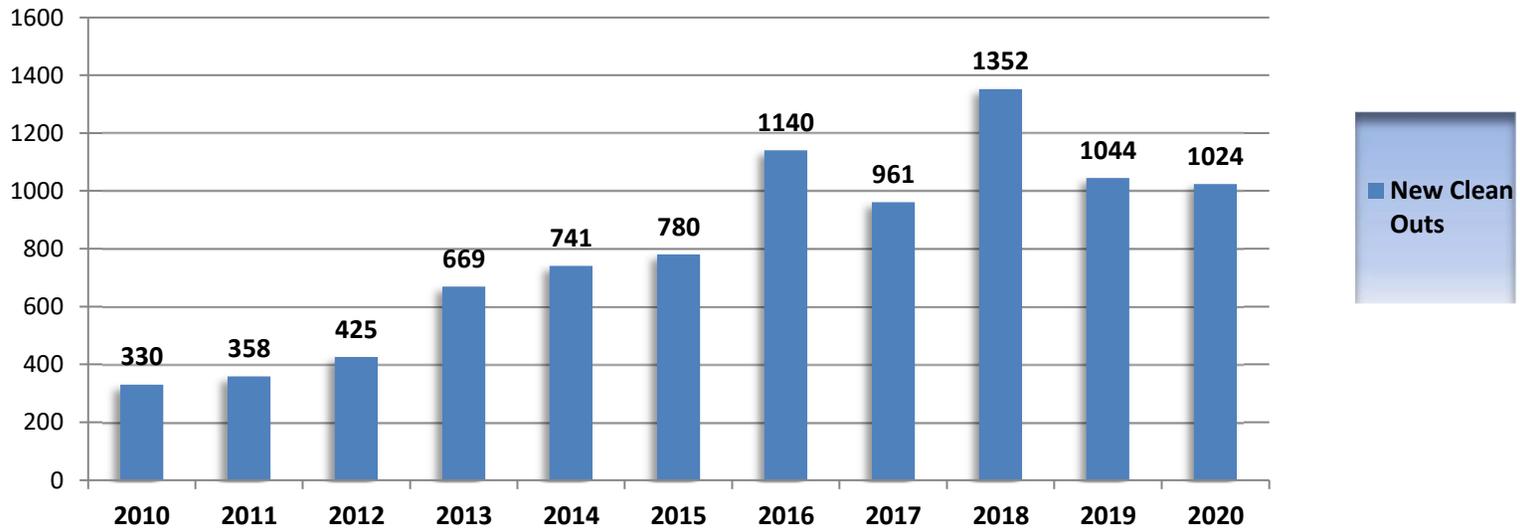


MGD
■ DISCHARGE ■ REUSE

AVERAGE INFLUENT FLOW



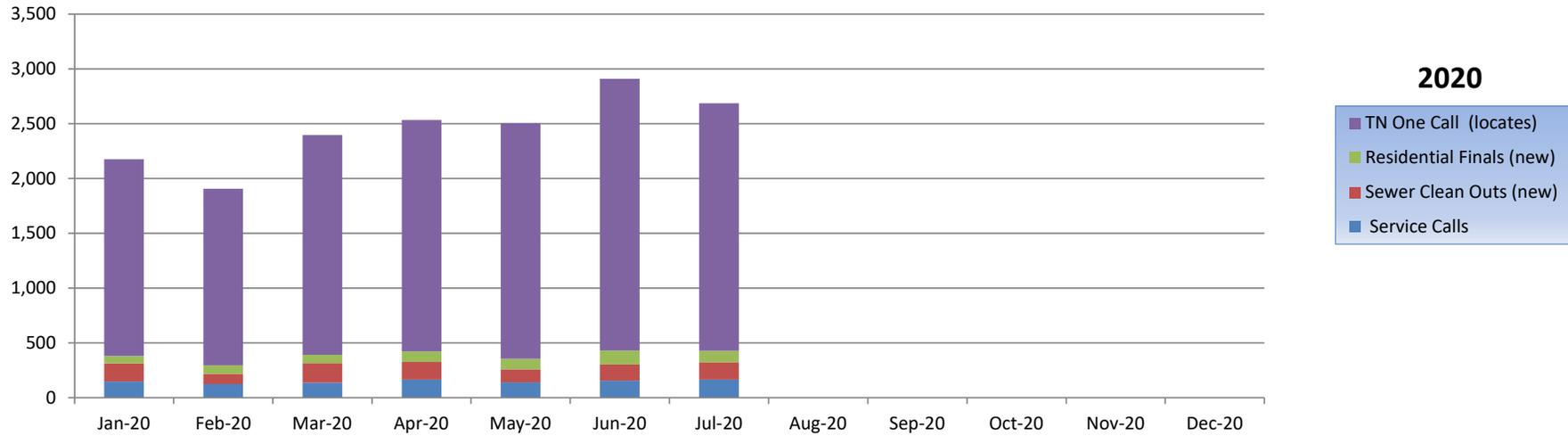
NEW SEWER CLEAN OUTS



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
New Clean Outs	330	358	425	669	741	780	1140	961	1352	1044	1024

** For the calendar year Jan-Dec*

OPERATIONS & MAINTENANCE MONTHLY TOTALS



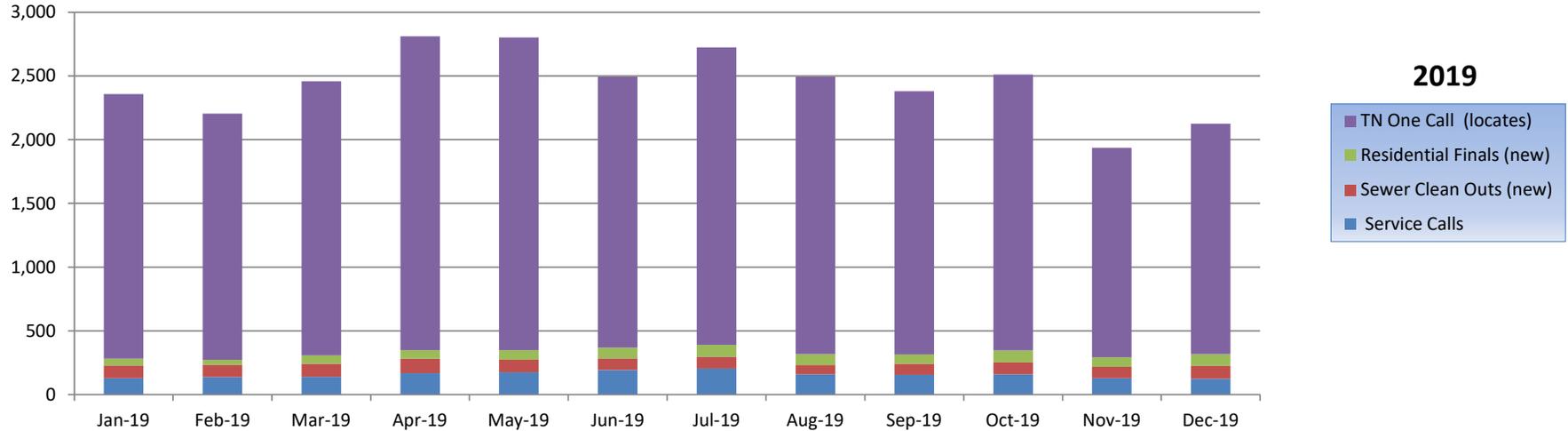
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Service Calls	148	123	138	166	139	156	165						1,035
Sewer Clean Outs (new)	166	94	177	161	119	147	160						1,024
Residential Finals (new)	68	79	77	96	97	126	103						646
TN One Call (locates)	1,794	1,611	2,004	2,110	2,149	2,481	2,259						14,408
TOTAL	2,176	1,907	2,396	2,533	2,504	2,910	2,687						17,113

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2021

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$65.00	\$75.00	\$54.50	\$62.50	\$55.22	\$63.13	
Aug							
Sep							
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

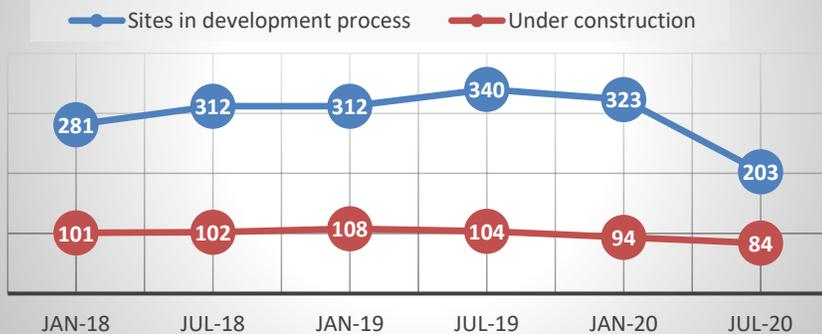
OPERATIONS & MAINTENANCE MONTHLY TOTALS



	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total
Service Calls	129	138	139	168	176	193	205	159	156	159	128	124	1,874
Sewer Clean Outs (new)	100	95	104	115	97	91	93	72	85	94	89	102	1,137
Residential Finals (new)	52	41	65	65	76	84	93	86	75	94	75	91	897
TN One Call (locates)	2,076	1,931	2,150	2,463	2,452	2,125	2,334	2,177	2,064	2,165	1,645	1,807	25,389
TOTAL	2,357	2,205	2,458	2,811	2,801	2,493	2,725	2,494	2,380	2,512	1,937	2,124	29,297

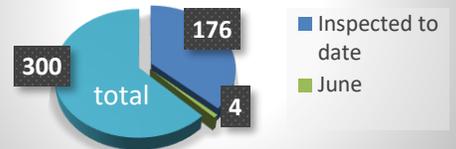
Stormwater Dashboard - July 2020

Construction Phase Inspections of Stormwater Control Measures (SCMs)



Inspection Program

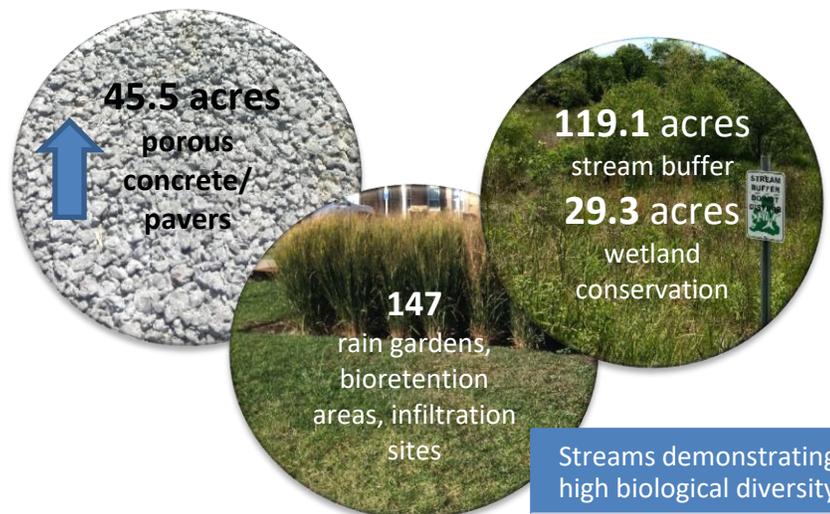
Stormwater Post Construction Inspections



Education and Outreach



LID/ Green Infrastructure

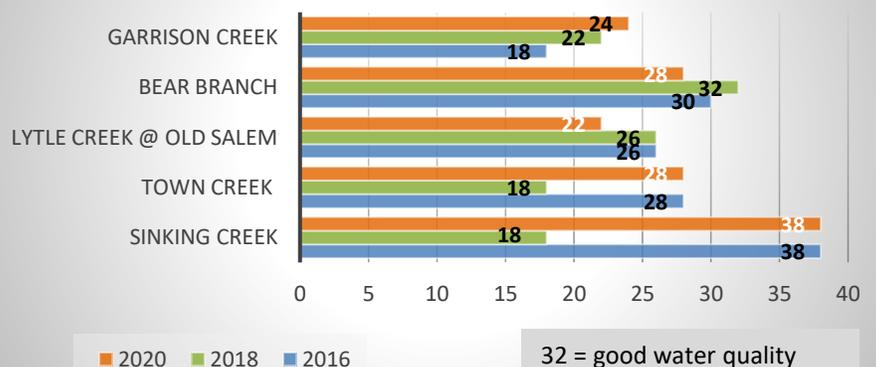


Stormwater Infrastructure

	July	YTD	Total
Junction Boxes	56	346	16,923
Headwalls	14	155	7,016
Ponds	2	24	541
Gravity Mains	6,390 ft	45,885 ft	708.3 miles
Weirs	2	16	325
WQ Units	1	4	116
Underground Storage	0	0	30

Stream scorecard

Required biological sampling in streams impaired because of nutrients or sediment/siltation



**MURFREESBORO WATER RESOURCES DEPARTMENT
OPERATING REVENUES AND EXPENDITURES
PRELIMINARY TWELVE MONTHS ENDED JUNE 30, 2020**

	YTD ACTUAL	ANNUAL BUDGET	% TO BUDGET
Operating Revenues			
Water Revenue	\$ 16,065,051	\$ 16,654,000	96%
Repurified Revenue	\$ 30,911	\$ 26,000	119%
Wastewater Revenue	\$ 29,385,178	\$ 29,804,000	99%
Other Income	\$ 755,112	\$ 596,000	127%
Total Operating Revenues	\$ 46,236,252	\$ 47,080,000	98%
Operating Expenses			
Water Operating Expenses	\$ 10,069,516	\$ 11,526,114	87%
Wastewater Operating Expenses	\$ 11,177,381	\$ 12,829,162	87%
Total Operating Expenses	\$ 21,246,897	\$ 24,355,276	87%
Net Earnings from Operations	\$ 24,989,355	\$ 22,724,724	110%
	YTD ACTUAL	ANNUAL BUDGET	% TO BUDGET
WATER REVENUES			
Metered Water	\$ 14,627,385	\$ 15,200,000	96%
Water Adjustments	\$ (14,726)	\$ (26,000)	57%
Private Fire Protection	\$ 113,764	\$ 112,000	102%
Service Initiation Fees	\$ 239,495	\$ 230,000	104%
Late Fees	\$ 765,509	\$ 700,000	109%
Non-Payment Fees	\$ 115,040	\$ 180,000	64%
Returned Payment Fees	\$ 7,050	\$ 8,000	88%
Cross Connection	\$ 172,490	\$ 225,000	77%
Enernoc	\$ 39,045	\$ 25,000	156%
Miscellaneous	\$ -	\$ -	
TOTAL WATER REVENUES	\$ 16,065,051	\$ 16,654,000	96%
REPURIFIED REVENUES			
Repurified Revenue	\$ 30,911	\$ 26,000	119%
TOTAL REPURIFIED REVENUES	\$ 30,911	\$ 26,000	119%
WASTEWATER REVENUES			
Enernoc	\$ 13,800	\$ 5,000	276%
Sewer Charges	\$ 28,965,786	\$ 29,500,000	98%
Sewer Adjustments	\$ (76,899)	\$ (140,000)	55%
Surveillance	\$ 38,304	\$ 38,000	101%
Sampler	\$ 18,000	\$ 18,000	100%
BOD	\$ 245,848	\$ 275,000	89%
Amonia	\$ 53,354	\$ 60,000	89%
Septage Charges	\$ 115,465	\$ 45,000	257%
STEP Revenue	\$ 11,519	\$ 3,000	384%
TOTAL SEWER REVENUES	\$ 29,385,178	\$ 29,804,000	99%
OTHER INCOME			
Interest Earnings	\$ 540,102	\$ 400,000	135%
Inspections	\$ 147,927	\$ 166,000	89%
Miscellaneous	\$ 67,083	\$ 30,000	224%
TOTAL OTHER INCOME	\$ 755,112	\$ 596,000	127%

**MURFREESBORO WATER RESOURCES DEPARTMENT
OPERATING REVENUES AND EXPENDITURES
PRELIMINARY TWELVE MONTHS ENDED JUNE 30, 2020**

	YTD ACTUAL	ANNUAL BUDGET	% TO BUDGET
Water Operating Expenses			
Water Source	\$ 127,406	\$ 208,000	61%
Water Treatment	\$ 3,972,741	\$ 4,259,169	93%
Water Storage	\$ 30,104	\$ 67,300	45%
Water Distribution	\$ 1,570,728	\$ 1,776,098	88%
Cross Connection	\$ 311,307	\$ 351,959	88%
Water Plant Administration	\$ 651,172	\$ 977,419	67%
AMI Field Services	\$ 732,973	\$ 919,329	80%
O&M Admin Allocation (40%)	\$ 225,299	\$ 229,594	98%
Customer Service Allocation (50%)	\$ 626,243	\$ 690,837	91%
Engineering Allocation (40%)	\$ 381,390	\$ 463,758	82%
Field Inspection Allocation (25%)	\$ 122,581	\$ 112,868	109%
Admin Allocation (40%)	\$ 1,317,571	\$ 1,469,782	90%
Total Water Operating Expenses	\$ 10,069,516	\$ 11,526,114	87%
Wastewater Operating Expenses			
Wastewater Collections	\$ 1,960,543	\$ 2,213,855	89%
Wastewater Rehab	\$ 120,973	\$ 158,500	76%
Wastewater Pump Stations	\$ 846,686	\$ 779,924	109%
Wastewater Industrial Surveillance	\$ 290,882	\$ 320,878	91%
Wastewater House Services	\$ 12,648	\$ -	
Wastewater Treatment	\$ 2,356,464	\$ 2,953,269	80%
Wastewater Disposal	\$ 614,269	\$ 727,407	84%
WRRF Administration	\$ 787,038	\$ 916,888	86%
STEP System	\$ 2,727	\$ 24,000	11%
Repurified Treatment	\$ 46,776	\$ 121,000	39%
Repurified Distribution	\$ 4,858	\$ 29,500	16%
Repurified Disposal	\$ 253,139	\$ 309,797	82%
O&M Admin Allocation (60%)	\$ 337,949	\$ 344,391	98%
Customer Service Allocation (50%)	\$ 626,243	\$ 690,837	91%
Engineering Allocation (60%)	\$ 572,085	\$ 695,638	82%
Field Inspection Allocation (75%)	\$ 367,744	\$ 338,605	109%
Admin Allocation (60%)	\$ 1,976,357	\$ 2,204,674	90%
Total Sewer Operating Expenses	\$ 11,177,381	\$ 12,829,162	87%

**MURFREESBORO WATER RESOURCES DEPARTMENT
 OPERATING REVENUES AND EXPENDITURES
 PRELIMINARY TWELVE MONTHS ENDED JUNE 30, 2020**

SUMMARY OF NET TAP FEES	YTD ACTUAL	ANNUAL BUDGET	% TO BUDGET
Water Taps/Reserves	\$ 540,141	\$ 500,000	108%
Sewer Taps/Reserves	\$ 5,139,736	\$ 5,500,000	93%
Special Assessment Districts	\$ 1,621,256	\$ 2,000,000	81%
	<u>\$ 7,301,133</u>	<u>\$ 8,000,000</u>	<u>91%</u>

DEBT SERVICE	YTD ACTUAL	ANNUAL BUDGET	% TO BUDGET
Principal	\$ 11,547,588	\$ 11,547,588	100%
Interest	\$ 1,854,095	\$ 1,940,732	96%
	<u>\$ 13,401,683</u>	<u>\$ 13,488,320</u>	<u>99%</u>

Debt Coverage Ratio	YTD ACTUAL	ANNUAL BUDGET	% TO BUDGET
Operating Net Earnings	\$ 24,989,355	\$ 22,724,724	110%
Debt Service	\$ 13,401,683	\$ 13,488,320	99%
	1.86	1.68	