



Covington Public Works/Utilities

DIRECTOR OF PUBLIC WORKS

City of Covington

Public Works Meeting

City Hall

Downstairs Board Room 4:00 P.M.

November 1, 2022

1. **Drainage issue at 20 Eagle Trace (Debbie Priestly, Bonny Henderson and Leslie Haywood Moore).**
2. **Highway-Railway grade crossing improvement project, Contract # CRR070516. (See Attached)**
3. **No-competitive grant for TDEC ARAP funds. (See Attached)**
4. **Sanitary Survey Report Water Treatment Plant. (See Attached)**
5. .

Other Business:

1. Code Division monthly report: (See attached)

Adjourn:



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

September 30, 2022

Mr. David Gray, Public Works Director
City of Covington
200 West Washington Ave, P.O. Box 768
Covington, TN 38019

Subject: Highway-Rail Grade Crossing Improvement Project, Contract # **CRR070516**

Dear Mr. Gray,

The Tennessee Department of Transportation (TDOT) has prepared an Agreement for the City of Covington for safety improvements at the subject highway-rail grade crossing listed below:

U.S. Dot Crossing Number	297-451A
Railroad Company	CNIC Railroad
Railroad Milepost	351.89
Federal Project Number	HSIP-R00S(468)
State Project Number	84950-2562-94
PIN	128452.00
Highway Route	E Ripley Ave (02900)
Highway Log Mile	0.43
City, County	In Covington, Tipton

Please note that on **Item 2 (a)** of the work agreement, TDOT will need the City to place a **checkmark next to the method** by which the City will perform the Railroad Crossing safety improvement work.

Enclosed is one (1) original counterpart of the agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review sign and return the Agreement to me. I will then forward the copy for TDOT Commissioners Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed agreement. Upon receipt of the fully executed agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, slightly slanted style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Agreement (1 copy)

cc: File



LOCAL CONSTRUCTION RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and the **City of Covington, Tennessee**, hereinafter referred to as the "Local Government".

WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number PIN **128452.00**, HSIP-R00S(468), **84950-2562-94**, at the **E Ripley Ave (02900) Highway-Rail Grade Crossing DOT No. 297-451A** located in **Covington, Tipton County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **September 29, 2022**, which estimate is in the amount of **\$126,585.00**, as required for the construction or installation of the following (numbers below correspond to numbered items of work shown on Exhibit A)

2. Mill and overlay E. Ripley Avenue from 33 ft. west of Union Street to the crossing (approx. 400 ft. on Approach 1). Do not pave within 10 ft. of the nearest point on rail. Mill to a depth of 1.5" and restore with new pavement; increase the pavement thickness within 40 feet of the rails in order to improve the roadway profile.
3. Mill and overlay E. Ripley Avenue from the crossing to Hope Street (approx. 570 feet on Approach 2). Do not pave within 10 ft. of the nearest point on rail. Mill to a depth of 1.5" and restore with new pavement; increase the pavement thickness within 40 feet of the rails in order to improve the roadway profile.
4. Install a W10-1 sign for Approach 1 approx. 250 ft. west of the crossing, with 2" reflective yellow signpost delineation. Install a RR Xing marking adjacent to the W10-1 sign.
5. Install a W10-1 sign for Approach 2 approx. 250 ft. east of the crossing, with 2" reflective yellow signpost delineation. Install a RR Xing marking adjacent to the W10-1 sign.
6. Remove the existing W10-1 sign on Approach 1 approx. 420 ft. west of crossing. Remove the existing W10-1 sign on Approach 2 approx. 300 ft. east of the crossing.
7. Install new markings for 24" x 11' stop lines at the crossing on both approaches, approx. 15 ft. from the rails and a minimum of 8 ft. in advance of the gate (Approach 1 and Approach 2).

8. Install new 4" white edge line markings and 4" double yellow centerlines on newly paved areas, approx. 400 ft. on Approach 1. Do not mark across the crossing.
9. Install new 4" white edge line markings and 4" double yellow centerlines on newly paved areas, approx. 570 ft. on Approach 2. Do not mark across the crossing. Include the corner radii at SR 384.
10. Install stop sign (R1-1) on E. Ripley Avenue at Hope Street (Approach 2). Remove existing stop sign. Install 24" x 46" stop line approx. 15 ft. from travel way of Hope Street. (Approach 2.).

(hereinafter referred to as the "Railroad Crossing Approaches Work"); **Items are numbered to correspond with the Aerial Drawing in Exhibit A and**

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

1. (a) The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A".

(b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
2. (a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):

_____ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

_____ By contract awarded to the lowest qualified bidder based on appropriate solicitation.

_____ By use of an existing continuing contract (provided that the costs are reasonable).

_____ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

- (b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.

- (c) Subject to Tennessee open records law, the Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
 - (d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
 - (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.
 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise

available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.

6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
 - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.
 - (b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.
 - (c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
 - (d) The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
 - (e) TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
 - (f) Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to

have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.

- (g) The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
7. TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
 8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
 9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
 10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 11. To the extent allowed by the laws and Constitution of the State of Tennessee, the Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses,

and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.
17. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

ESTIMATED QUANTITIES FOR LOCAL AGENCY*

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00
MOBILIZATION	LS	1	\$2,000.00	\$2,000.00
STEEL SIGN SUPPORT POST	EACH	2	\$150.00	\$300.00
SIGNS (W10-1 ADVANCE WARNING 36")	EACH	2	\$120.00	\$240.00
SIGNS (R1-1 STOP 36"x36")	EACH	1	\$110.00	\$110.00
COLD PLANING ASPHALT PAVEMENT	S.Y.	2636	\$25.00	\$65,900.00
ASPHALT PAVEMENT	S.Y.	2900	\$14.00	\$40,600.00
SIGN POST REFLECTIVE STRIP (2" YELLOW)	L.F.	12	\$10.00	\$120.00
SIGN POST REFLECTIVE STRIP (2" RED)	L.F.	6	\$10.00	\$60.00
PAVEMENT MARKING (STOP LINE)	L.F.	68	\$10.00	\$680.00
WORD PAVEMENT MARKING (RXR)	EACH	2	\$800.00	\$1,600.00
PAVEMENT MARKING (4IN DOUBLE YELLOW LINE)	L.F.	970	\$5.00	\$4,850.00
PAVEMENT MARKING (4IN SINGLE WHITE LINE)	L.F.	970	\$2.50	\$2,425.00
RAILROAD FLAGGER SETUP FEE	DAY	1	\$5000.00	\$5000.00
RAILROAD FLAGGER	EACH	1	\$1200.00	\$1200.00
TOTAL ESTIMATED COST				\$126,585.00

* Note: This sheet is provided with the DTR Report to assist the local agency in preparing their cost estimate. Any additional items or costs necessary for improvements should be added as needed.

TYPE	YEAR	COUNTY	SHEET NUMBER
FL	2021	TIPTON	

Exhibit A, Page 2 of 2

- 4 Install a W10-1 sign for Approach 1 approx. 250 ft. west of the crossing, with 2" reflective yellow signpost delineation. Install a RR Xing marking adjacent to the W10-1 sign.
- 5 Install a W10-1 sign for Approach 2 approx. 250 ft. east of the crossing, with 2" reflective yellow signpost delineation. Install a RR Xing marking adjacent to the W10-1 sign.
- 6 Remove the existing W10-1 sign on Approach 1 approx. 420 ft. west of crossing. Remove the existing W10-1 sign on Approach 2 approx. 300 ft. east of the crossing.
- 7 Install new markings for 24" x 11' stop lines at the crossing on both approaches, approx. 15 ft. from the rails and a minimum of 8 ft. in advance of the gate. (Approach 1 and Approach 2).
- 8 Install new 4" white edge line markings and 4" double yellow centerlines on newly paved areas, approx. 400 ft. on Approach 1. Do not mark across the crossing.
- 9 Install new 4" white edge line markings and 4" double yellow centerlines on newly paved areas, approx. 570 ft. on Approach 2. Do not mark across the crossing. Include the corner radii at SR 384.
- 10 Install stop sign (R1-1) on E. Ripley Avenue at Hope Street (Approach 2). Remove existing stop sign. Install 24" x 46" stop line approx. 15 ft. from travel way of Hope Street. (Approach 2.)



- 1 Upgrade existing 8" incandescent flashers to 12" LED flashers on both approaches.
- 2 Mill and overlay E. Ripley Avenue from 33 ft. west of Union Street to the crossing (approx. 400 ft. on Approach 1). Do not pave within 10 ft. of the nearest point on rail. Mill to a depth of 1.5" and restore with new pavement; increase the pavement thickness within 40 feet of the rails in order to improve the roadway profile.
- 3 Mill and overlay E. Ripley Avenue from the crossing to Hope Street (approx. 570 feet on Approach 2). Do not pave within 10 ft. of the nearest point on rail. Mill to a depth of 1.5" and restore with new pavement; increase the pavement thickness within 40 feet of the rails in order to improve the roadway profile.

Crossing # 297451A
 CNIC Railroad @ Railroad Milepost J-574 351.89
 E Ripley Ave (02900), LM 0.43, in Covington, Tipton County
 Latitude: 35.569473
 Longitude: -89.639219

TDOT PIN 128452.00

FIGURE 1

RIPLEY AVENUE
 CROSSING # 297451A

David Gray

From: Laralee Page <lpage@cdpllc.com>
Sent: Tuesday, October 25, 2022 8:59 PM
To: Rebecca Ray; David Gray
Cc: Lessie Fisher; Tina Dunn
Subject: Covington TDEC ARPA Application Submission Authorization
Attachments: TDEC ARPA Application Submission Authorization.docx; Scorecard Summary.jpg

Good evening Covington Team,

Attached is a letter that is required to accompany the City's TDEC ARPA application. It authorizes CDP to submit the application, as well as authorizes the submission of the application itself. Please print on letterhead, have the Mayor sign, then scan back to me.

As the letter outlines, the project requested will require a significant overmatch. It is my understanding that A2H has already discussed this with you, or at least made some of ya'll aware. However, I want to make sure all are aware of the commitment. Is the overmatch coming from your ARPA Direct Allocation? Below is the breakdown.

12		
13	Covington	
14	TDEC Grant	\$ 1,789,511.42
15	**Match @15%	\$ 268,426.71
16		\$ 2,057,938.13
17	Cost Est	\$ 2,822,343.00
18	Overmatch	\$ 764,404.87
19		
10	Total Grant	\$ 1,789,511.42
11	Total Match	\$ 1,032,831.58
12		

The project being requested includes asset management and replacement of critical components at the WWTP--clarifier and thickener mechanism replacement, sludge press control system replacement, and shelter construction for the sludge press control system.

With that said, I also want everyone to be aware that we are not meeting the grant guidelines with submission of the activities requested in this project. This is because we are not actively addressing 2 critical needs, as flagged on the Scorecard (attached). You are addressing Asset Management, but not the age of the water plant, or age of water and sewer lines. The justification that I understand that you want presented is that you have used CDBG and SDG projects to address the lines somewhat recently. It is our interpretation that they want to see that these critical needs are being actively addressed. **So please let me know if you have any other efforts underway, in the budget, or in active application to address these critical needs from the Scorecard (i.e. SRF project on the request list and moving forward, a current SDG project or current application, etc.).**

Please note that I am not suggesting we cannot or should not submit this application. Frankly, we do not have time to go through the proper processes to discuss with TDEC or come up with another project. I certainly understand why this project is a priority to the City. It is possible that TDEC will accept our explanations and fund the requested project. It is also possible that they will request want to see some proof and/or additional commitment from the City in the

upcoming years to address the critical needs. We are not really sure. We are hopeful that if TDEC does not approve this project, they will provide opportunity to submit a different proposal since these funds have already been set aside for Covington. I just want to make sure we are all on the same page prior to submission.

Please do not hesitate to reach out if you have any questions, concerns, or want to discuss further. I hope to have everything wrapped up in the next couple of days in order to meet the November 1st deadline.

Thanks so much!

Laralee Huguley Page
Project Manager
Community Development Partners, LLC
P.O. Box 210437
Nashville, TN 37221
Phone: 615-386-0222
Fax: 615-386-0403



November 1, 2022

Ms. Vena Jones
Technical & Special Projects Director
Department of Environment & Conservation
312 Rosa L. Parks Ave
Wm. R. Snodgrass TN Tower, 12th Floor
Nashville, TN 37243

RE: 2022 State Water Infrastructure Grant/TDEC ARPA – City of Covington

Dear Ms. Jones,

The City of Covington is pleased to submit a Non-Competitive State Water Infrastructure Grant application for needed sewer infrastructure improvements. The City will utilize these funds to develop and asset management plan and replace critical components at the City's wastewater treatment plant. The City will provide a match of \$1,032,831.58 (exceeding the required match of 15%), in order to receive the State's SWIG allocation of \$1,789,511.42.

Please be advised that the City of Covington also authorizes Community Development Partners, LLC to submit the SWIG Application on behalf of the City.

Do not hesitate to contact me at (901) 476-9613 if there are any questions or concerns regarding our application. We are grateful for the opportunity to apply for this very important project and appreciate your consideration.

Sincerely,
CITY OF COVINGTON

Justin Hanson
Mayor



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

Memphis Environmental Field Office
8383 Wolf Lake Drive
Bartlett, TN 38133
Phone 901-371-3000 Statewide 1-888-891-8332 Fax 901-371-3170

October 25, 2022

Mayor Justin Hanson
City of Covington
P.O. Box 768
Covington, TN 38019

RE: Sanitary Survey Report (Community Water System)
Covington Water Department
PWSID #TN0000144
Tipton County

Dear Mayor Hanson:

On October 13, 2022, Mr. Nicholas Bolin along with Mrs. Courtney Driver from the Division of Water Resources (DWR) visited the Covington Water Department and performed a Sanitary Survey. The survey consisted of a records review to document the operational performance of the system and an on-site inspection of the water treatment and distribution system. The survey covered the time period from April 2021 to October 2022. The Division would like to thank Mr. Joseph Bloechl for his courtesy, willingness to work with the Division, and timely responses to Division requests. In accordance with the Sanitary Survey Manual, Covington Water Department earned 594 points out of a possible 599 points for a numerical score of ninety nine percent (99%). This rating retains the Covington Water Department in the State's "**Approved**" category.

The following deficiencies, comments, and/or recommendations as outlined in the Sanitary Survey Rating Form were identified during the survey and should be addressed as applicable:

1. Section 1. System Management and Operation
• Subsection H. Emergency Operations Plan

Consult 0400-45-01-.17 All community water systems must have and approved Emergency Operations Plan (EOP) to safeguard the water supply and notify the public of unsafe water.

It was noted by the operator that the contact and qualification information for personnel in the EOP was outdated. This information should be updated whenever contact information or qualifications for personnel are changed.

One (1) point was deducted.

2. Section 3. Source

- **Subsection C. Wellhead/Springbox Construction**

Consult 0400-45-01-.17, .34 Wells and springs must be protected against surface contamination.

During the survey, it was noted that all four wells had an opening at the base of the pump where the pressure gauge exits the casing. These openings need to be sealed on or before **November 25, 2022**, and documentation submitted to the Division confirming that this issue has been corrected.

Two (2) points were deducted.

3. Section 6. Finished Water Storage

- **Subsection B. Inspection and Maintenance of Reservoirs, Tanks and Clearwell**

Consult 0400-45-.01-.17 and the Tennessee Public Water System Design Criteria

All water storage tanks, reservoirs and clearwells must be professionally inspected every 5 years. All tanks, clearwells and reservoirs appurtenant works must be properly maintained and secured. All vents and overflows must be secured and protected. There should be no evidence of unsanitary or unfit conditions. Professional inspection reports must address all aspects of the vessel. Overflow pipes of water storage tanks should be discharged over a drainage inlet structure or splash plate and flow onto a drainway which is rip-rapped or otherwise protected to minimize erosion.

During the survey it was noted that the South Tank and Industrial Tank overflow discharge areas were not outfitted with riprap. The Hospital Tank overflow area did not have a concrete splash pad or riprap. The Rialto Tank fence had several >6" gaps underneath that could allow trespassers to enter. The Downtown Tank did not have any fencing or security cameras, and at the time of the survey the valve pit was not secured with a lock. (The valve pit was subsequently locked once the survey was concluded.)

As noted in previous surveys, the Downtown Tank's overflow drains directly into a sub-surface storm drain and does not provide a proper air gap with which to prevent back-siphonage. Until such time as an opportunity is presented to re-route the piping (e.g., the next rehab project), it is highly recommended that a duckbill check valve be installed to protect the overflow pipe.

The issues described above should be addressed on or before **November 25, 2022**, and documentation submitted to the Division confirming that the issues have been corrected; in lieu of corrections, plans for corrective action should be submitted by this date.

Two (2) points were deducted.

The following comments are general reminders and recommendations

1. Covington Water Department now has 5,101 connections serving an estimated population of 14,334. The number of required bacteriological samples taken from the distribution system remains fifteen (15) per month.
2. In accordance with Public Water System Rule 0400-45-01-.17(3), an updated daily monitoring program for the system is enclosed.
3. All water storage tanks, reservoirs, and clearwells must be professionally inspected every five years. It was noted that the Hospital, Downtown, Rialto, and Industrial storage tanks were last inspected in 2022 and should be inspected again in 2027. The South storage tank was last inspected in 2021 and should be inspected again in 2026. The ground storage tank located at the treatment plant was last inspected in 2021 and should be inspected again in 2026.
4. In accordance with Rule 0400-49-01, all water treatment facilities and/or distribution systems must have a person in direct charge, properly certified under the Water Environmental Health Act, and whose decisions and directions control the manipulation of equipment and thereby determine the quality and quantity of water supplied. Systems which lose their certified Operator in direct charge are required to obtain a properly certified operator within 30 days unless otherwise directed by the Board.
5. During the survey it was noted that the booster pump in front of Bradford Family Pharmacy had no protection from traffic accidents or trespassers. It is highly recommended that a guard rail and/or fencing be placed around this pump.
6. Emergency Operations Plan (EOP) and Drought Management Plan (DMP) should be updated every three years. The EOP was last signed in 2022 and should be updated again in 2025. It is recommended that this plan be revised to make public notification protocol more specifically worded. The DMP was last updated in 2022 and should be updated again in 2025.
7. It was noted during the survey that the Rialto Tank overflow pipe screen mesh needed to be replaced with 24 mesh. This action was completed on 10-19-22.
8. As a reminder, the following monitoring requirements should occur as described in the online Sample and Compliance Schedule:

TTHM – Oct. 2022
Radionuclides – 2024
HAA5 – July 2023
Lead and Copper – June-Sept. 2023
Nitrates – 2023
VOC's – 2024
Atrazine – Apr.-June 2025
Alachlor – Apr.-June 2025

Mayor Justin Hanson
October 25, 2022
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Additionally, during this Sanitary Survey, Corey Pinner was observed performing the daily process control laboratory tests listed in the water treatment plant's Drinking Water Monitoring Program and appeared to conduct the monitoring activities correctly. This approval is effective until the next Sanitary Survey and is contingent upon use of approved methodologies and proper operation of the analysis equipment.

We appreciate the courtesy shown to members of our staff during the survey and we appreciate the improvements that have been made since the last Sanitary Survey. If you have any questions about this letter, please contact me at (901) 321-8089 or by email at Nicholas.Bolin@tn.gov.

Sincerely,



Nicholas Bolin
Environmental Scientist
Division of Water Resources
Memphis Environmental Field Office

Enclosures: Sanitary Survey Rating Form and Drinking Water Monitoring Program

CC: TDEC/DWR/MEFO File
TDEC/DWR/Nashville Central Office File
Joe Bloechl, Certified Operator

Sanitary Survey Rating

PWSID: TN0000144

Water System Name: Covington Water Department

Survey Date: 13-Oct-22

System Category (Points): 421
488
599

421 - Consecutive Systems/Distribution Only
 488 - Treatment Systems/Wholesalers
 599 - Both Treatment and Distribution

1. System Management and Operation (94)

	Requirement	Points Range	Deduction	Comments
A.	Record Keeping 0400-45-01-20	(0)	Narrative	Good record keeping practices
B.	Construction Projects 0400-45-01-.05, 0400-45-01-.17	(1-5)		Ok
C.	Submission of Monthly Operations Reports 0400-45-01-.17	(0)	Narrative	Ok
D.	Reporting Requirements 0400-45-01-18	(4-30)		Ok
E.	Public Notification 0400-45-01-.19	(1-10)		Ok
F.	Facility Maintenance Fee	(0)	Narrative	Ok
G.	Enforcement - TCA §68-221-701 et seq	(4-10)		Ok
H.	Emergency Operations Plan 0400-45-01-.17	(1-2)	1	Contact and qualification information needs to be updated
Deficiency Subtotal			1	

2. Operator Compliance (23)

	Requirement	Points Range	Deduction	Comments
A.	Certified Operator – Plant and Distribution System 0400-45-01-.17(1) and 0400-49-01-04	(3-15)		Joe Bloechl is a certified operator
Deficiency Subtotal			0	

3. Source (25)

	Requirement	Points Range	Deduction	Comments
A.	Source Adequacy 0400-45-01-.02, .05, .16, .17(13) and .34(3)	(3-5)		Ok
B.	Intake 0400-45-01-.05, .17	(2)		Ok
C.	Wellhead/Springbox Construction 0400-45-01-.05(12), 16 and 17(3) and (16)	(2)	2	All four wells had exposed openings where the pressure gauge exits the casing
D.	Source Protection Plans 0400-45-01-.34	(1-2)		Ok, updated 2022
Deficiency Subtotal			2	

4. Treatment (153)

	Requirement	Points Range	Deduction	Comments
A.	Aerator 0400-45-01-.05, .17	(2)		Ok
B.	Chemicals / Chemical Feeders 0400-45-01- .05 (8) and .17,36	(2)		Ok
C.	Mixing 0400-45-01-.02, .05, .17	(2)		Ok
D.	Flocculation 0400-45-01-.02, .05, .17	(2)		Ok
E.	Sedimentation 0400-45-01-.02, .05, .17	(2)		Ok
F.	Filtration / Alternative Technology 0400-45- 01-.17(12) and (27)	(2-30)		Ok
G.	Re-Wash / Filter-to-Waste 0400-45-01- .17(35)	(2)		Ok
H.	Turbidimeters / Calibration 0400-45-01- .05(11), .17, .31, .39	(2-4)		Ok
I.	Disinfection/Calibration 0400-45-01-.02, .17, .31, .36	(2-30)		Ok
J.	Disinfection Contact Time 0400-45-01-.02, .17,31	(2-4)		Ok
K.	Master Meter 0400-45-01.17(2) and (3)	(1-2)		Ok
L.	Maintenance of Equipment, Buildings and Grounds 0400-45-01-.02, .17(3), (17) and (19)	(1)		Ok
M.	Laboratory Facilities 0400-45-01-.02, .14, .17(3)	(1-3)		Ok
N.	Safety 0400-45-01-.02	(2)		Ok
O.	Sludge Handling/Backwash Handling 0400- 45-01-.05	(2)		Ok
P.	Sanitary Conditions 0400-45-01-.17(17)	(2)		Ok
Q.	Fluoridation Techniques 0400-45-01-.06, .12, .17	(2)		Ok
R.	Design Capacity 0400-45-01-.05(10)	(2-4)		Ok
S.	Filter Backwash Recycling 0400-45-01-.31(9)	(1)		Filter backwash is sent to sanitary sewer
Deficiency Subtotal			0	

5. Monitoring, Data Verification and Compliance (175)

	Requirement	Points Range	Deduction	Comments
A.	Laboratory-Process Monitoring (excluding Turbidity and Chlorine Residual) 0400-45-01-17(3)	(2)		Ok
B.	Bacteriological Monitoring	(3-6)		Ok
C.	Bacteriological Compliance 0400-45-01-.06	(4-7)		Ok
D.	Turbidity Monitoring	(2-3)		Ok
E.	Turbidity Compliance	(4-7)		Ok
F.	Chlorine Residual Monitoring 0400-45-01-.17,31,36, 40	(2-3)		Ok
G.	Primary Chemicals Monitoring	(2-3)		Ok
H.	Primary Chemicals Compliance	(4)		Ok
I.	Lead and Copper Monitoring 0400-45-01-.33	(2-3)		Ok
J.	Lead and Copper Action Level 0400-45-01-.33	(3-5)		Ok
K.	Disinfection/Disinfection By-Products and Precursors Monitoring 0400-45-01-.36, .37, .38	(2-3)		Ok
L.	Disinfection/Disinfection By-Products and Precursors Compliance 0400-45-01-.06, .36	(2-30)		Ok
M.	Secondary Chemicals 0400-45-01-.12	(2)		Ok
N.	Secondary Chemicals Compliance 0400-45-01-.12	(3)		Ok
O.	Cryptosporidium Monitoring 0400-45-01-.39	(0)	Narrative	Ok
Deficiency Subtotal			0	

6. Finished Water Storage (25)

	Requirement	Points Range	Deduction	Comments
A.	Adequate Storage 0400-45-01-.17(14)	(2-4)		Ok, more storage may be needed in future as population increases
B.	Inspection and Maintenance of Reservoirs, Tanks and Clearwell 0400-45-01-.17(16), (17), (33) and (34)	(1-10)	2	Several storage tanks require riprap and/or concrete spillway. See Sanitary Survey letter for details regarding Downtown and Rialto tanks.
Deficiency Subtotal			2	

7. Pumps, Pump Facilities and Controls (18)

	Requirement	Points Range	Deduction	Comments
A.	Pump Facilities 0400-45-01-.17(9) and (13)	(1-4)		Ok, recommended that protection be installed around booster pump
B	Maintenance of Pumping Equipment 0400-45-01-.17(13)	(1-3)		Ok
Deficiency Subtotal			0	

8. Distribution System and Cross Connection Controls (86)

	Requirement	Points Range	Deduction	Comments
A.	Notification, Inspection, Disinfection and Sample Collection of New or Existing Facilities 0400-45-01-.17(8), (19)	(3-5)		Ok
B	Flushing Program / Blow Offs 0400-45-01-.17(10) and (23)	(3-4)		Ok, all dead ends are flushed twice a year
C.	Fire Hydrants 0400-45-01-.17(18)	(0)	Narrative	Ok
D.	Adequate Pressure 0400-45-01-.17(9)	(5)		Ok, pressure-reducing valve is used for Rialto tank
E.	Map of Distribution System 0400-45-01-.17(15)	(3)		Ok, updated 2022
F.	Approved Cross Connection Policy or Ordinance and Plan 0400-45-01-.17(6)	(4)		Ok, plan and ordinance signed 2019
G.	Working Cross Connection Program 0400-45-01-.17(6)	(3-9)		Ok, new cross connections inspected when devices are installed. Customers required to check annually.
H.	Percent Estimated Water Loss(real loss/water produced)	(0)	Narrative	Ok
Deficiency Subtotal			0	

Rating

95% - 100% Approved
 90% - 94% Provisionally Approved
 0% - 89 % Unsatisfactory

Total Deficiency Points	-5
System Category Points	594
Overall Rating	99%

Inspectors Signature



Additional Comments/Explanation:

CODE COMPLIANCE DEPARTMENT REPORT: November 1, 2022



TOUCHPOINTS:

Personnel Report: Full Staff

October Training:

LAF-JN – October Coffee with My Girlfriends (monthly meeting) –Code issues discussed

LAF-JN-CH – 2022 NFIP Webinar: Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings

-Municipal & County Inspectors Forum

JN-CH – 2018 ICC Plans Review Training

JN – Import Series Blueprint for Civil Engagement Follow Up

-5 Ways to Control Your Time

-Finding and Doing the One Thing

-Fighting Gender Bias at Work

-Getting Work Done in Office 365

-Leadership Foundations: Leadership Styles and Models

-Ken Blanchard on Servant Leadership

-Learning WebEx

- Learning to Write for the Web

-Learning Blue Jeans Meetings

-Developing Resourcefulness

-Building Resilience

-Setting up a New PC

-Leading at a Distance

-Avoiding New Manager Mistakes