

A resolution approving agreements between The Metropolitan Government of Nashville and Davidson County and Harpeth Valley Utility District for water and sewer lines related to utility services at the Ford Ice Center in Bellevue. (Proposal No. 2019M-006AG-001.)

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro") is in the process of constructing a planned community center and hockey facility in Bellevue; and,

WHEREAS, Metro seeks to connect the Bellevue facility with water and sewer services from the Harpeth Valley Utility District; and,

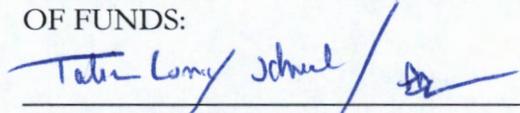
WHEREAS, approval of the water and sewer Agreements attached hereto is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The water and sewer Agreements between the Metropolitan Government of Nashville and Davidson County and Harpeth Valley Utility District, attached hereto and incorporated herein, are hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

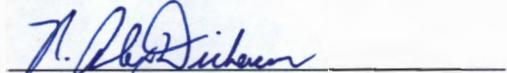
APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal,
Director of Finance

INTRODUCED BY:

APPROVED AS TO FORM
AND LEGALITY:

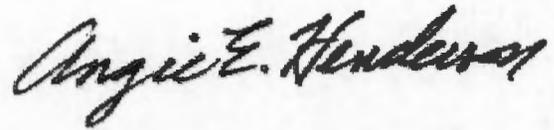


Assistant Metropolitan Attorney

Member(s) of Council

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Angie E. Henderson". The signature is written in a cursive style with a large, prominent initial "A".

Angie Henderson
Councilmember, District 34

**SEWER CONTRACT FOR
PUBLIC AND PRIVATE SEWER LINES FOR
BELLEVUE COMMUNITY CENTER & PREDS ICE CENTER**

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, between Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, a municipal corporation, hereinafter referred to as the "District," and **Metropolitan Government of Nashville and Davidson County**, hereinafter referred to as the "Developer."

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the District has installed a sewerage plant, pump stations and large trunk sewer lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the District will in the future be responsible for the repair, maintenance and replacement of said public facilities herein provided for, and for the maintenance of the total public system, and for other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

The District hereby agrees to and will permit the Developer to connect onto the **existing eight inch (8") gravity sanitary sewer line located at the intersection of the driveway & the One Bellevue Place loop drive**, for sewer service to **Bellevue Community Center & Preds Ice Center**, subject to the installation and dedication of the facility by the Developer, and acceptance in writing by the District, of any required extensions of the District's existing sewer lines necessary to serve the development in accordance with Exhibits A, B and C, hereto.

The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the District on **November 5, 2018**, (Exhibit B), and the District's standard specifications for sewer lines dated, April, 2017 (Exhibit C). Exhibits A, B and C are made a part of this Agreement.

The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and completely install the same at no cost whatsoever to the District, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract with **Civil Constructors**, which has entered into a subcontract with American Constructors in the amount of **\$114,469.63**, which is described in Exhibit D, attached hereto.

All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the District and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, fittings, manholes or connections shall be covered until inspected and approved for backfill by the District.

It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, manholes, fittings and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

In the event of change in the plat, plans or specifications (but not the District's standard specifications) for the development or the lines or appurtenances to be installed referred to above

by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Agreement, as though set out verbatim herein, and a copy of said changed plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the properties conveyed to the District by the Developer.

In addition to the costs of the materials and installation herein provided for, the Developer hereby agrees to and will pay to the District upon the execution of this Agreement an amount equal to eleven percent (11%) of the fair market value of said construction as determined by the District, said amount to be paid being \$12,591.66 which is to cover the District's inspection, overhead and administrative costs. The Developer further agrees:

(1) That the Developer will immediately repair or have repaired at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date said public lines, manholes, fittings and appurtenances and other required facilities are accepted in writing by the District.

(2) That upon failure of the Developer to take immediate steps after proper notification to make such repairs, the District is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(3) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise.

(4) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned **Water Contract For Public And Private Water Lines For Bellevue Community Center & Preds Ice Center.**

The District retains the exclusive rights to further extend the public lines at no expense to the Developer at any time it sees fit, and upon the completion of the facilities to be dedicated to the District hereunder, the Developer hereby represents and warrants that same shall be paid for in full and that no liens or encumbrances shall remain in regard to said public facilities or the installation thereof.

By the execution of this Agreement, the Developer hereby represents and warrants that both the public and private sewer lines, manholes, fittings and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above mentioned, and Developer expressly warrants the public facilities constructed by Developer against defects in workmanship for a period of one (1) year from the date of acceptance in writing of the public facilities by the District.

It is agreed that the District shall have exclusive title and ownership of all public facilities, i.e., all facilities downstream of sanitary sewer service inspection tees, and the Developer hereby conveys to the District, free and clear of all encumbrances, all of said public facilities without the necessity of any further contract or deed, subject only to the acceptance in writing of said facilities by the District. The Developer shall, upon request of the District, execute and deliver a Deed of Conveyance of all of said property, suitably acknowledged for registration.

The Developer and the District agree that the fees set forth below shall be paid to the District by the Developer in accordance with this Agreement and the District's Schedule of Rates, Charges and Fees upon the execution of this Agreement. As stated above, however, the Developer must pay all rates, charges and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise, and payment of the fees below is not a representation or confirmation that all such rates, charges and fees have been paid.

Ice Center 9,600 Gallons/Day Usage = 27.4 Equivalent Single Family Residential Units @ \$3,000.00	=\$ 82,200.00
Community Center \$100.00 Per 200 sf @ 44,700 sf	=\$ 22,350.00
Community Center Food Prep Area (Kitchen)	
\$2000.00 Per 1,000 sf @ 300 sf	=\$ 600.00
Eleven Percent (11%) Inspection & Administrative Fee	<u>=\$ 12,591.66</u>
Total	\$117,741.66

*pd 3/6/19
ms*

NONREFUNDABLE

The Developer and the District further agree that in light of the District's commitments, financial and otherwise as set forth in the second paragraph hereof, that all amounts paid hereunder are nonrefundable. The same shall not be returned or refunded in whole or in part regardless of the status of the Developer's financial condition or the status of the construction of the development for whatever reason, even reasons beyond the control of the Developer.

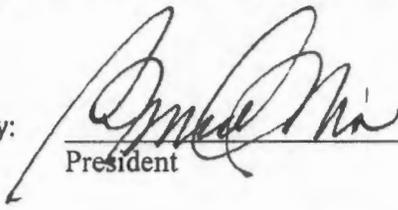
Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF UNDERSTANDING attached hereto as Exhibit E.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

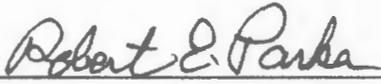
HARPETH VALLEY UTILITIES DISTRICT

Approved as to
Form and Legality

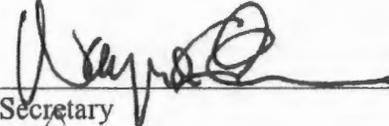
By:



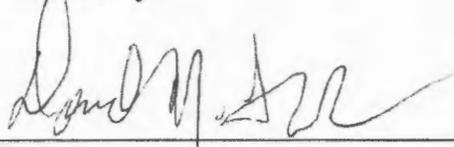
President



Attorney



Secretary



Witness

DEVELOPER: Metropolitan Government of Nashville and Davidson County

By(sign): (see attached signature page)

Name(print): _____

Title(print): _____

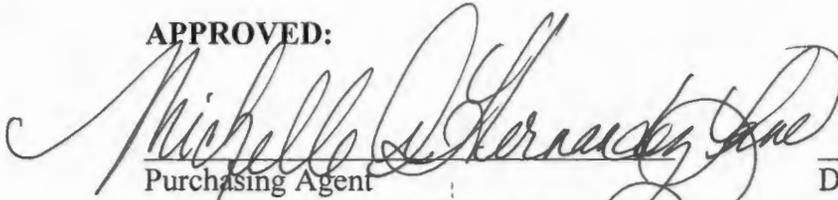
ADDRESS: 730 2nd Avenue South
Nashville, TN 37201

TELEPHONE: (615) 862-5050

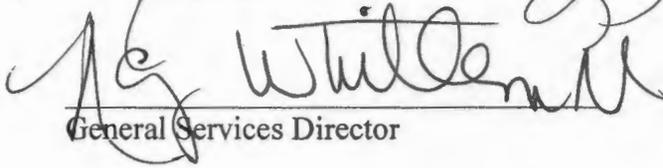
- Exhibit A - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit B - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit C - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit D - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit E - Attached

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:


Purchasing Agent

9/12/19
Date

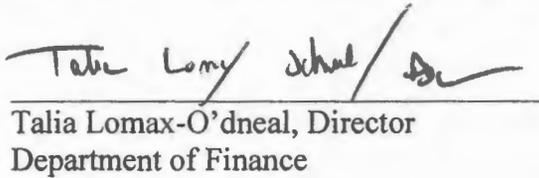

General Services Director

9-16-19
Date


Director of Public Property

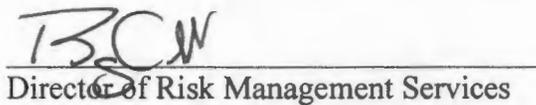
9/16/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

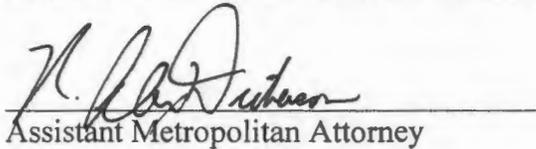
9/16/19
Date

APPROVED AS TO RISK AND INSURANCE:


Director of Risk Management Services

9/17/19
Date

APPROVED AS TO FORM AND LEGALITY:


Assistant Metropolitan Attorney

9/17/19
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

**MEMORANDUM OF UNDERSTANDING FOR
SEWER CONTRACT FOR PUBLIC AND PRIVATE SEWER LINES**

For Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee (the "District") sewer service to Bellevue Community Center & Preds Ice Center (Development).

It is agreed hereto by and between the District and Metro General Services Division of Design & Construction. (the "Developer"):

The Developer, his contractor, plumber, or other agents will not be entitled to water or sewer service or connection until final approval of the public and private water and sewer line and appurtenance construction (both on-site and off-site) has been made by the District, and confirmed by the District in writing to the Developer.

Said approval will not be unreasonably withheld.

Proposed Development: Bellevue Community Center & Preds Ice Center

DEVELOPER: Metro General Services Division of Design & Construction

By (sign): (see attached signature page)
Name (print): _____
Title (print): _____

HARPETH VALLEY UTILITIES DISTRICT

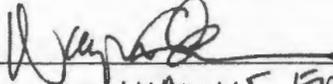
By (sign): 
Name (print): WAYNE ERICKSON
Title (print): SECRETARY

EXHIBIT E

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Michelle Hernandez 9/13/19
Purchasing Agent Date

Jay White 9-16-19
General Services Director Date

Ken McDaniel 9/16/19
Director of Public Property Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'dneal 9/16/19
Talia Lomax-O'dneal, Director Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

TSCM 9/17/19
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

N. Alex Anderson 9/17/19
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date

