

STOCKYARDS 900 BLOCK PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into by and between **Proffitt Dixon Partners**, hereinafter known as "**Developer**", and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Water and Sewerage Services, hereinafter known as "**METRO**".

WHEREAS, both **Developer** and **METRO** desire to provide improved public sanitary sewer service for both its proposed development as well as the existing properties in this area; and

WHEREAS, **Developer** has been approved to serve its development Stockyards 900 Block; known as Project No. 24SL0127, and

WHEREAS, the provision of such sanitary sewer service will directly benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

NOW, THEREFORE, DEVELOPER AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

A project consisting of the construction of approximately 287 linear feet of 12-inch DIP sewer main, 175 linear feet of 12-inch PVC sewer main, 4 sewer manholes.

II. PAYMENT TERMS AND CONDITIONS:

- A. **Developer** will contract and oversee construction of this project, and **Developer's** design shall meet all METRO specifications and requirements including telemetry and any required repeater sites.
- B. **METRO** will inspect the construction and will be responsible for ongoing operation and maintenance.
- C. **METRO's** level of participation is based on a determination by METRO utilizing a benefit/cost analysis to the project area's existing customer base and overall systemic operational needs. For this specific project, **METRO's** level of participation will be the lesser of 13% of the actual project costs not to exceed \$130,000.00 as a contribution towards these improvements. This amount is based on the secured competitive bid prices of one licensed contractor. The awarded bid amount and unit prices are within range of recently bid public projects of similar scope and size.
- D. This agreement is subject to the approval through Resolution (one reading) of The Metropolitan Council of Nashville and Davidson County and will be null and void if the improvements are not operational by March 31, 2026.
- E. This project must be constructed or obligated for this Funding Agreement to become binding on either party.

III. FUTURE AMENDMENTS:

Any future amendments to this agreement shall be approved by resolution of the Metropolitan Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

Director Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

ACCEPTED BY:

Developer

Sworn to and subscribed to before me, a Notary Public,
_____ day of _____ 2025
by _____ of
Developer and duly authorized to execute this instrument
on Developer's behalf.

Notary Public

My Commission Expires: _____

ATTEST:

Metropolitan Clerk

Date: _____