



THIS DEVELOPMENT AGREEMENT is made and entered into effective the _____ day of _____, 20____, by and between the **CITY OF SEVIERVILLE, TENNESSEE** (“City”) and _____, a _____ (“Developer”).

WHEREAS, Developer desires to create a property development, to be known as _____ (the “Development”); and,

WHEREAS, Developer desires that the development may receive water and/or wastewater service from Sevierville Water Systems (hereinafter called “Department”), a department of the City; and

WHEREAS, it is necessary and desirable that the water and/or wastewater system(s) installed within the Development (the “Facilities”) be fully integrated into the systems operated by the Department.

NOW, THEREFORE, the City and Developer agree as follows:

Section 1 – System Design

The Facilities shall be designed by an engineer licensed to practice in the State of Tennessee. The design shall conform to the State of Tennessee design criteria for construction of water and wastewater systems, including those of the Tennessee Department of Environment and Conservation (TDEC), and to the specifications of the Department. Where Department requirements are more stringent than those of TDEC, Department requirements shall govern. The Department shall, to the best of its ability, provide information about existing water and wastewater lines that available to connect to the Development.

Section 2 – Review of Plans and Capacity Evaluation

When design of the Facilities is complete, Developer shall submit to the Department for review and approval one (1) electronic (pdf) set of the plans for the Facilities. If the Department determines that a capacity evaluation is necessary, the Department’s engineer will perform a capacity evaluation on the Facilities to insure there is sufficient capacity to serve the development. The Developer shall reimburse the Department for its actual costs incurred in performing the capacity evaluation. Charges for the Department’s review are based on the current City fees. (Attachment A)

Developer shall make any revisions required by the Department and resubmit the plans. Once the plans are deemed acceptable by the Department, a Department representative will sign the plans and the Developer shall submit them to TDEC, or an authorized delegate of TDEC, for approval. Developer is responsible for any and all fees related to approval by TDEC. Developer will bear the cost of any plan alterations made after the Department has approved the plans. Plans submitted to the City Planning and Development Department must have written approval from the Department regardless of any approvals by other City Departments or Commissions. Written approval may include a letter on City



letterhead from the Department Director or designated staff, or an appropriate stamp and signature on the Facilities plans.

Section 3 – Contractor Approval

Developer must submit to the Department for review and approval Developer's choice of utility contractor, which must be licensed by the State of Tennessee to install municipal water and/or wastewater lines. The Department's approval of the contractor will require confirmation that the contractor has a valid municipal utility license, adequate liability insurance, appropriate workers' compensation insurance, and on the contractor's prior performance.

Developer shall furnish bonds to ensure faithful performance of the work and the payment of all obligations arising from work on the Facilities. The performance bond shall be in an amount equal to the estimated cost of installation of the Facilities plus 25%, so that the Facilities may be installed without cost to the City or Department in the event of default of the Developer.

Section 4 – Construction

Construction of the Facilities shall not commence until TDEC has approved the plans and the Department has approved the construction contract, bonds, and contractor. A preconstruction conference, if deemed necessary by the Department, shall be held before construction commences. During construction the Department may perform on-site inspections as the Department deems necessary. The Department shall notify the design engineer and/or the Developer of any deviations from the approved plans, or any problems with the materials used or the construction methods. In the event the Department gives notice of such deviations or problems, and such are not corrected within a reasonable time, the Department may issue a stop-work order until the issues are resolved. During construction, the design engineer shall perform on-site inspections to ensure that all work is performed in accordance with the Department's specifications. All lot lines must be staked before construction commences. The Department must receive at least three (3) days' advance notice before construction commences. The contractor and/or the Developer shall reimburse the Department for any overtime pay for Department inspectors resulting from construction occurring after regular working hours, or on holidays and weekends.

Section 5 – Tests

When construction of the Facilities is complete, tests and observations shall be performed per Department's specifications. All testing shall be witnessed by the Department's inspector. When tests are successfully completed, the Department shall furnish, at the contractor's request, a letter verifying the test results. The Department shall also test the continuity of the tracer wire and will inspect the Development to determine the overall conformity of the Facilities to the Department's requirements.



Section 6 – Duties of the Developer

Developer shall be responsible for performance of all duties required of Developer by this Agreement and for satisfactory completion of the Facilities. The Department assumes no responsibility for any construction defects, injuries, or any other claim or cause of action that may arise from construction undertaken by or at the direction of Developer.

Developer shall comply with all applicable federal, state, and local laws and regulations in performing its obligations under this Agreement.

Section 7 – System Warranty

The installation contractor shall assume responsibility for all defects in the material and workmanship of the Facilities for a period of one (1) year beginning on the date tests are successfully completed. If the contractor is unable or unwilling to correct defects during the warranty period, Developer shall assume responsibility for correction. Developer shall immediately repair, 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 the Facilities are accepted in writing by the Department. Upon the failure of the Developer, after reasonable notice, to take immediate steps to make such repairs, the Department may make such repairs or to have such repairs made by a third party, and the Developer shall reimburse the Department for all such costs incurred.

If the Department elects to make such repairs, or to contract with a third party for same, and if Developer fails to reimburse the Department for the cost of such repairs within thirty (30) days after Developer's receipt of the Department's invoice for such costs, then in addition to the amount invoiced, Developer shall be responsible for all costs incurred by the Department in seeking reimbursement from Developer, including, but not limited to reasonable attorney fees and expenses of litigation.

Section 8 – Maps

Developer shall provide to the Department a copy of the final recorded plat of the Development. All plats that are recorded or used for sales purposes shall depict all water and wastewater lines, and shall carry the following statement as to pipes that are less than 24" in diameter:

"A fifteen-foot (15') utility easement exists seven and one-half feet (7 ½') to either side of all water and wastewater lines installed."

For pipes that are 24" in diameter or greater the following statement shall be required:

"A twenty-foot (20') utility easement exists ten feet (10') to either side of all water and wastewater lines installed."



Section 9 – As-Built Drawings

When the Facilities are complete, the Developer shall instruct the design engineer to prepare and submit to the Department as-built drawings of the Facilities within fifteen (15) days from the date of the Department’s letter acknowledging completion of the construction of the Facilities. As-built drawings shall consist of: one (1) full size (22”x34”) copy, one (1) electronic (pdf) copy and one (1) electronic **AUTOCAD (DWG)** in the Tennessee State Plane Coordinate System. Locations of features shall be survey grade or at a minimum 20mm horizontal and 40mm vertical accuracy.

As-built drawing requirements are as follows:

Water:

1. As-built drawings shall show the location of mains, blowoffs, valves, reducers, tees, etc.
2. Service connections shall be drawn on the plan and shall be assigned a station number or be shown as a distance from the nearest valve, hydrant, or visible feature. Any service line laid out shall be shown and the length of the service line shall be shown. GPS coordinates and/or salient features are acceptable.
3. The Department **will not** accept as-built drawings showing complete and incomplete portions of a development on the same sheet unless the incomplete portions are labeled as such and a separate as-built is submitted at the time that portion is completed.
4. Lot numbers and block letters **must be** shown. Road names are not to be recorded as “Road A,” “Road B,” etc.

Wastewater:

1. Plan and profile of wastewater lines must be shown. Plans shall show location of manholes, and invert and top elevation of manholes.
2. Profile of wastewater mains shall show ground contours, manhole locations, station numbers invert and top elevations of manholes and grade of wastewater mains.
3. WYES or service connections shall be drawn on the plan and shall be assigned a station number or be shown as a distance from the nearest downstream manhole. Any service line laid out of a WYE shall be shown and the length of the service line shall be shown. GPS coordinates and/or salient features are acceptable.
4. Lot numbers and block letters must be shown. Road names are to be recorded, not “Road A,” “Road B,” etc.

The Department shall review the as-built drawings for content and perform a final inspection of the Development to determine correctness of the as-built drawings. The Department will notify the design engineer and/or contractor, in writing, of any discrepancies or required changes.



Section 10 – Affidavit of Cost

Developer shall provide to the Department, in a form satisfactory to the Department, a sworn statement of the total cost of design and construction of the Facilities, including a sworn statement that all such costs have been paid in full.

Section 11 – Transfer of Ownership

Within sixty (60) days from the date of acceptance of the construction by the Department, the Developer shall provide to the Department, in a form satisfactory to the Department, document(s) transferring title and ownership to the City of all the Facilities and appurtenances and easements dedicated to the Facilities and appurtenances free and clear of any encumbrance or mortgage. Any existing encumbrance or mortgage on any easement transferred to the City shall be subordinated to the easement interest of the City.

Section 12 – Service of the Development

Until all conditions and tests set forth in this Agreement have been successfully completed and until all documents referred to in this Agreement (e.g., final plat, as-built drawings, affidavit of costs, transfer of ownership) have been delivered to the Department, in a form satisfactory to the Department, the Department shall not set water meters, locate wastewater services, inspect service lines, perform maintenance or otherwise provide any services to the Development.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given above.

THE CITY OF SEVIERVILLE, TENNESSEE

By: _____

(Signature)

DEVELOPER:

By: _____

(Signature)

(Please Print)

Title: _____

Mailing Address:

Performance Bond Form

KNOW ALL MEN by these presents:

WHEREAS, _____ (“Principal”) is the owner and developer of _____, located in Sevier County, Tennessee (the “Property”) and _____, (“Surety”) is authorized to do business in the State of Tennessee; and

WHEREAS, Principal intends to construct water and/or sewer lines and related facilities (the “Facilities”) on the Property, and to transfer ownership of the completed Facilities to the City of Sevierville, Tennessee (the “City”); and

WHEREAS, the plans and specifications for the Facilities showing the location, construction, and installation the Facilities (the “Plans”) will be filed with Sevierville Water Systems (the “Department”) for review and final approval, which Plans are incorporated by reference herein; and

WHEREAS, Principal hereby obligates itself and agrees to complete the construction and installation the Facilities in accordance with the Plans, subject to final approval by the Department.

NOW, THEREFORE, Principal and Surety do hereby bind themselves, their heirs, successors and assigns to the City in the sum of \$_____, in order to secure the full and timely completion of the Facilities according to the Plans, on or before the _____ day of _____, 20__.

All obligations of Principal and Surety under this Bond shall continue in full force and effect until the timely completion of the Facilities according to the Plans, and until final approval of the completed Facilities by the Department.

If Principal fails to perform its obligation to timely complete the Facilities according to the Plans, then upon receipt of notice that Principal is in default, Surety shall undertake to complete the Facilities according to the Plans. If Surety fails or refuses to complete construction of the Facilities, the City may, at its sole option, proceed with the work in any manner that it may elect until it is finally completed. Surety shall reimburse the City for all costs incurred by the City in completing construction of the Facilities.

Principal:

By: _____

Printed Name and Title

Date: _____

Surety:

By: _____

Attorney-in-Fact

Printed Name

Agency Name

Date: _____

[Attach copy of Power of Attorney]

Water & Sewer Fees – Developer Fees

Line Extension Application (Water or Sewer)

Single Family Dwelling	\$25.00
Multi Family Dwelling	\$25.00 first unit \$5.00 each additional unit
Subdivision	
1-3 Lots or units	\$25.00
4-10 Lots or units	\$100.00
Each additional lot over 10	\$5.00

Line Extension Inspection Fees

Main Lines	\$1.00/LF
Manholes	\$25.00/ea
Services	\$10.00/ea
Pump Stations	\$500.00/ea