

**RESOLUTION 22-148**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REIMBURSEMENT AGREEMENT WITH HY-VEE, INC. FOR UTILITY LINES INSTALLATION ON THE BUCKNER LANE WIDENING PROJECT**

**WHEREAS**, the City of Spring Hill is currently in the process of widening Buckner Lane; and

**WHEREAS**, the developer of the southeast parcel at the intersection of Buckner Lane and Buckner Road, Hy-Vee, Inc., has requested the required infrastructure (specifically water and sewer lines) for their site be installed under Buckner Lane by the City during the construction phase of the widening project to avoid the disruption to the new road if the infrastructure were to be installed at a later date; and

**WHEREAS**, additional costs for the installation will be incurred by the City's consultants, Kimley-Horn and Thomas & Hutton under contract for services related to the widening project in a total amount of \$36,000; and

**WHEREAS**, Hy-Vee, Inc. will enter in to a Reimbursement Agreement with the City for full repayment of the total cost associated with the installation of infrastructure required for the Hy-Vee site.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Reimbursement Agreement between the City of Spring Hill and Hy-Vee, Inc. for the installation of infrastructure under Buckner Lane in the amount of \$36,000, attached herein.
2. Authorize the Mayor to sign the Reimbursement Agreement, attached herein.

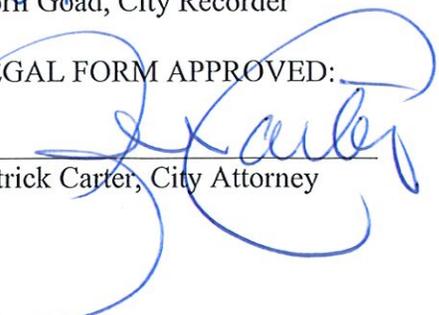
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18<sup>th</sup> day of July, 2022.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** Approval of Resolution 22-148

**SUBMITTED BY:** Missy Stahl, CIP Manager

**DATE:** July 18th, 2022

**RE:** To approve a Reimbursement Agreement between the City of Spring Hill and Hy-Vee Inc. for utility lines installation as part of the Buckner Lane widening project and authorize the Mayor to sign the Reimbursement Agreement

**ATTACHMENTS:** Reimbursement Agreement

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**PURPOSE:**

Hy-Vee Inc. has requested the City install their utility lines as required for development of their site and will enter in to a Reimbursement Agreement with the City for repayment of the installation cost.

**BACKGROUND:**

The City of Spring Hill is currently in the process of widening Buckner Lane. Hy-Vee Inc. is the current developer for the southeast corner of the Buckner Lane/Buckner Road intersection. As part of their development, they are required to install water and sewer lines under Buckner Lane. Hy-Vee has asked the City to install these during the construction phase of the widening to avoid disruption to the new road if installed at a later date.

The City will incur additional costs to current contracts with Thomas & Hutton in the amount of \$14,000 and Kimley-Horn in the amount of \$22,000 for the installation. Hy-Vee has agreed to repay the City for any additional costs associated with the request. Once a construction contractor has been selected, Hy-Vee will enter in to another reimbursement agreement for materials and labor costs.

**FINANCIAL IMPACT:**

No financial impact to City funds as this will be a full reimbursement of expenses by Hy-Vee.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 22-148 to authorize the Mayor to sign the Reimbursement Agreement with Hy-Vee Inc. for utility lines installation as part of the Buckner Lane widening project.

**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SPRING HILL, TN  
AND HY-VEE, INC.**

THIS AGREEMENT, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between HY-VEE, INC., an Iowa corporation, referred to as the “Developer” and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as “City”.

**WITNESSETH:**

**WHEREAS**, the City of Spring Hill is in the process of widening Buckner Lane from Buckner Road to Duplex Road as a subsidiary project to the I-65 Interchange at Buckner Lane project; and

**WHEREAS**, Hy-Vee, Inc. is the developer of a site that is adjacent to Buckner Lane near the intersection of Buckner Lane and Buckner Road; and

**WHEREAS**, the Developer desires to have the required infrastructure (specifically, water and sewer lines) installed by the City’s contractor (once selected) during the Buckner Lane widening to avoid the disruption to the new road if the infrastructure were to be installed at a later date; and

**WHEREAS**, the Developer is in agreement to reimburse the City for costs associated with the additional work, including but not limited to amendments to the City’s contract with Kimley-Horn for roadway design services, Thomas & Hutton for utility design services;

**WHEREAS**, this reimbursement agreement is for the additional costs for Kimley-Horn in the amount of \$22,000 and for Thomas & Hutton in the amount of \$14,000, as shown in Exhibit A and Exhibit B attached hereto, respectively; and

**WHEREAS**, it is anticipated a second reimbursement agreement will be executed for construction and engineering inspection services for utilities and materials and construction costs with the Contractor once one has been; and

**WHEREAS**, the Developer has agreed to repay the City in the amount of \$36,000 as presented in this reimbursement agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and assurances set forth herein, the Developer and City do hereby agree as follows:

**1. Recitals**

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

**2. Scope of Work/Cost Estimate**

The City shall install the required infrastructure for the site located on the corner of Buckner Lane and Buckner Road, southeast corner. The City will amend the existing contracts with Kimley-Horn to include this additional work in the construction drawings and with Thomas & Hutton to provide CEI services as the infrastructure is installed.

**3. Reimbursement Due to the City from the Developer**

The Developer will reimburse the City for the full cost of \$36,000. The City will generate and send an invoice to the Developer, along with final lien waivers from Kimley-Horn, Thomas & Hutton for services described herein. Payment will be due within thirty (30) days from date of invoice and payable to the City of Spring Hill, TN.

**4. Agents for City and Developer**

The agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee, or her designee. The agent for the Developer is Jeff Stein, Director of Site Planning, or his designee.

**5. Further Assurances**

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto.

**6. Notices and Communication**

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, Tn.  
ATTN: Pamela S. Caskie  
199 Town Center Parkway  
Spring Hill, TN 37174

With additional notice to:

Patrick Carter, City Attorney  
809 S. Main Street  
Columbia, TN 38401

The mailing address of the Developer for the purposes of notification requirements of this Agreement shall be:

Hy-Vee, Inc.  
ATTN: Jeff Stein  
5820 Westown Parkway  
West Des Moines, IA 50266

**7. Non-Waiver**

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

**8. Liability**

The City shall have no liability except as specifically provided in this Agreement.

**9. Governing Law**

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

**10. Venue and Jurisdiction**

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

**11. Severance**

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

**12. Captions**

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement

**13. Amendment**

This Agreement shall be amended only in writing executed by all Parties hereto.

**14. Assignment**

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld.

**16. Binding Effect**

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

**17. Entire Agreement**

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

**18. Execution**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

Approved by the City of Spring Hill Board of Mayor and Alderman on 7-18, 2022.

SO AGREED by the undersigned parties as of the date first given.

DEVELOPER

HY-VEE, INC.

CITY OF SPRING HILL, TENNESSEE

By: \_\_\_\_\_  
Jeffrey Markey, Executive Vice President

By:   
JIM HAGAMAN, Mayor

By: \_\_\_\_\_  
Nathan Allen, Assistant Secretary

Attachments:

Exhibit A – Kimley-Horn Roadway Design Fee Scope of Work

Exhibit B – Thompson & Hutton Utility Design Fee Scope of Work

EXHIBIT A  
Kimley-Horn Roadway Design Fee Scope of Work

Task 8 – Final Design Services

Kimley-Horn will revise the final construction plans for the project per the required roadway improvements for the proposed Hy-Vee Grocery Store located at the southeast corner of the Buckner Lane and Buckner Road intersection (PDP 1208-2022).

Proposed improvements will consist of:

- Northbound right-turn lane on Buckner Lane to proposed driveway entrance
- Southbound left-turn lane on Buckner Lane to proposed driveway entrance (pending planning department approval)

The proposed improvements will require design revisions to the roadway layout, cross-sections, right-of-way (ROW) and easements, stormwater drainage design, pavement marking and signing, erosion and sediment control, traffic control, tabulated quantities, and estimated roadway quantities.

EXHIBIT B

Thompson & Hutton Utility Design Fee Scope of Work

City of Spring Hill  
 Buckner Lane Widening Utilities  
 HyVee Utility Addition CCE and Design Fee

**Proposed Water Line**

Item	Description	Unit	Estimated Quantity	Unit Cost	Item Cost
1	8" PVC Water Line	LF	125	\$90.00	\$11,250.00
2	16" Steel Casing - Bore and Jack	LF	40	\$1,000.00	\$40,000.00
3	16" Steel Casing Pipe - Open Cut	LF	45	\$300.00	\$13,500.00
4	Tapping Sleeve and Valve	Each	1	\$8,000.00	\$8,000.00
5	Ductile Iron Fittings	LBS	750	\$8.00	\$6,000.00
				<b>Subtotal</b>	<b>\$78,750.00</b>

**Proposed Sewer Line**

6	8" PVC Gravity Sewer 0 - 10 ft	LF	242	\$175.00	\$42,350.00
7	4' dia. Precast Manhole 0 - 10 ft	Each	1	\$7,000.00	\$7,000.00
8	Connect to Existing Manhole	Each	1	\$3,000.00	\$3,000.00
9	Gravel Backfill	Ton	25	\$170.00	\$4,250.00
10	Temporary Pavement Repair	SY	50	\$100.00	\$5,000.00
				<b>Subtotal</b>	<b>\$61,600.00</b>

<b>Total</b>	<b>\$140,350.00</b>
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**Engineering Design Fee @ 10% of Construction Cost \*** **\$14,000.00**  
 \* rounded to nearest \$1,000