

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/25/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Development Agreement for Meadows at Hampton Cove.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Development Agreement between the City of Huntsville and Wright Homes, LLC, in connection with the Meadows at Hampton Cove.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

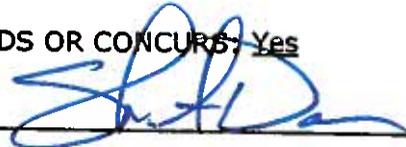
Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 4/23/13

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Development Agreement by and between the City of Huntsville and Wright Homes, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Development Agreement between the City of Huntsville and Wright Homes, LLC," consisting of nine (9) pages including Exhibit A, and the date of April 25, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 25th day of April, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of April, 2013.

Mayor of the City of
Huntsville, Alabama

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND WRIGHT HOMES, LLC**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into on the 25th day of April, 2013, by and between the City of Huntsville, a municipal corporation within the State of Alabama, ("City") and Wright Homes, LLC ("Developer").

WHEREAS, Wright Homes, LLC is the Owner and Developer of that certain tract of land described as The Meadows at Hampton Cove Subdivision; ("Development"); and

WHEREAS, Developer has the need to install a sewer pump station and force main sanitary sewer system to serve the Development;

WHEREAS, installation of said sewer pump station and force main sanitary sewer system will also serve the needs of the City's sanitary sewer system; and

WHEREAS, the City has agreed to construct a sewer pump station and force main to serve the Development on land to be donated to the City by the Developer; and

WHEREAS, the Developer has agreed to construct in accordance with City standards, a connector road between Old Highway 431 and U.S. Highway 431 for improved safety and access for the Development;

NOW, THEREFORE, for an in consideration of the mutual covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the City and Developer agree as follows:

1. The City shall:
 - Provide the design for the construction of a sewer pump station to serve the Development. The said plans shall be in conformance with the Pump Station Site Plan attached hereto and incorporated herein by reference as Exhibit "A".
 - Solicit public bids for the construction of the sewer pump station in accordance with all applicable bid laws governing such work, and award the construction contract to the lowest responsible bidder submitting a bid for the sewer pump station. At its option, the City may have City construction crews construct the sewer pump station and related work.
 - Inspect said construction to assure compliance with the approved plans and specifications.

President of the City Council of the
City of Huntsville, Alabama
Date:

- Design and construct the necessary force main from the pump station to the Development.
- Provide sewer service to the Development, within 12 months of the City receiving the deed for the pump station site, provided the Developer has complied with all provisions enumerated in this Agreement.
- Upon an approved signalization warrant issued by the Alabama Department of Transportation, design and construct signalization infrastructure at the intersection of U.S. Highway 431 and the connector road constructed by Developer pursuant to Section 2. The parties understand and agree that this said intersection may not initially warrant signalization and that the City's obligations under this subsection shall not arise until such time as traffic patterns support signalization and approval is granted by the Alabama Department of Transportation.

2. The Developer shall:

- Design and construct a 3-lane connector road, at Developer's sole expense, between Old Highway 431 and U.S. Highway 431, to provide improved safety and access to the Development. The design and construction of the said connector road shall be in accordance with City of Huntsville Standards and are subject to the sole approval of the City Engineer. Construction of the roadway shall commence on or before December 31, 2013, and the roadway shall be dedicated to the City of Huntsville at no cost to the City upon completion. Developer shall also construct proper intersection improvements at the intersection of the new roadway and Old Highway 431 (at the Meadows Development entrance) such as to accommodate the projected 20-year traffic pattern. The roadway shall be located and constructed as shown in the preliminary plat for The Meadows at Hampton Cove Phase 1, attached hereto and incorporated herein by reference as Exhibit "B".
- Grant the City by warranty deed the property upon which to construct a sewer pump station within the Development. Developer shall deliver said warranty deed(s) to the City upon the adoption by the City of this agreement. The property shall be as shown in the preliminary plat for The Meadows at Hampton Cove Phase 1 attached as Exhibit "B".
- Provide the City with ingress/egress access to the pump station site.
- Donate to the City, at no cost to the City, any and all easements needed for the installation of the sewer system needed to serve the Development.
- Construct a sanitary sewer system to serve the Development in accordance with the approved Development plans.
- Design and construct an 18-inch gravity sewer from the Development to the pump station to be constructed pursuant to this Agreement.
- Commence construction of the Development on or before August 1, 2013.

3. General Provisions:

- a. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.
- b. This Agreement shall inure to the benefit of and be binding upon the City of Huntsville, Alabama and the Developer, Wright Homes, LLC.
- c. The captions of the Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof.
- d. This Agreement merges and supersedes all prior negotiations, representation, and agreements and thus constitutes the entire Agreement between the parties hereto.
- e. City and the Developer hereby expressly agree, intend and understand that neither this Agreement nor any provision or terms hereof, shall be amended, changed or modified in any respect, not may be an estoppels, novation or waiver regarding the same be effectuated, without the parties first executing a writing, in equal dignity of this agreement, embodying their complete and full Agreement and understanding as to such amendment, change, modification, novation or waiver.
- f. Notices: Whenever any notice, request, demand, or similar communication is required or permitted to be given under this Agreement, then the Notice shall be given in writing and shall be deemed to have been served and give if (i) delivered in person to the individual specified below; (ii) placed in the United States Mail, postage prepaid, certified mail, return receipt required and addressed to such party at the address hereinafter specified (and Notice in such a fashion shall be effective on the third business day after the same has been mailed as describe herein); (iii) sent by facsimile transmittal, with verbal confirmation made of the receipt thereof (such Notice to be effective on such confirmation); (iv) sent by Federal Express or similar overnight courier service, prepaid and addressed to such party at the address hereinafter specified or the next business day delivery (and such Notice shall be deemed given when delivered to the appropriate address); or (v) by electronic mail:

City:
City of Huntsville
Attention: City Engineer
320 Fountain Circle
Huntsville, Alabama 35801

Developer:
Wright Homes, LLC
Attention: Jim Wright
jwright@stoneridgehomesinc.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above-written.

DEVELOPER:
Wright Homes, LLC

Attest:

By:


Its: *President*

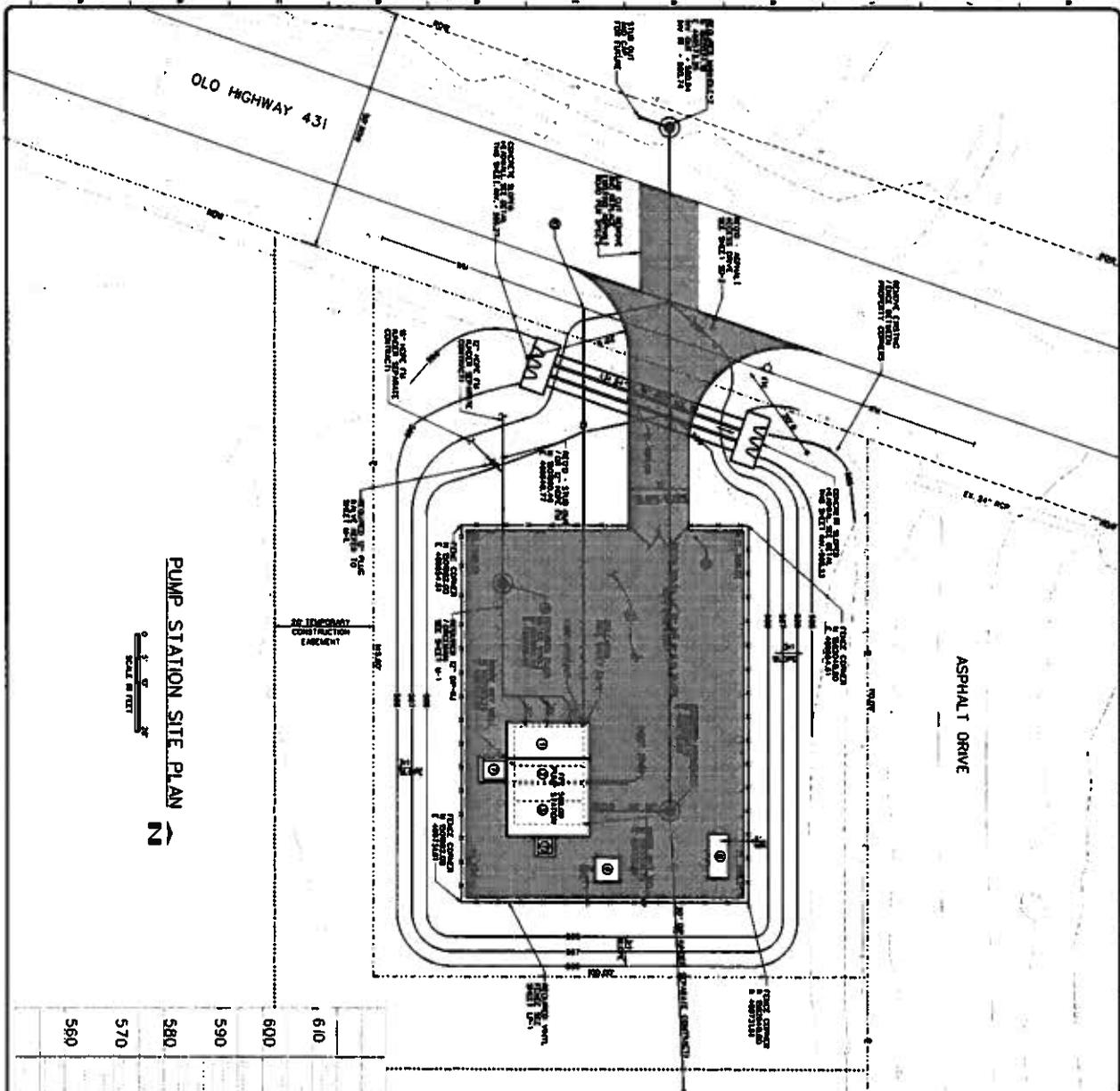
CITY OF HUNTSVILLE
a municipal corporation in the
State of Alabama

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

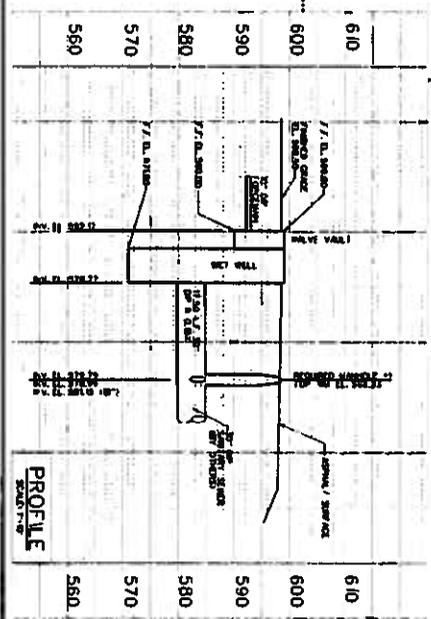
By:

Tommy Battle
Its: Mayor

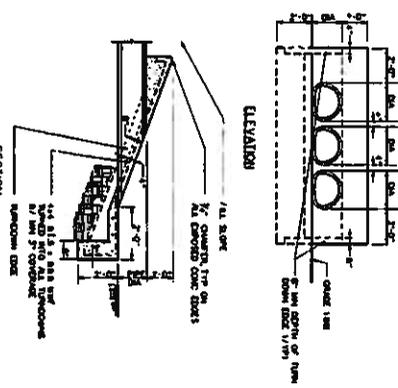


PUMP STATION SITE PLAN

SCALE IN FEET

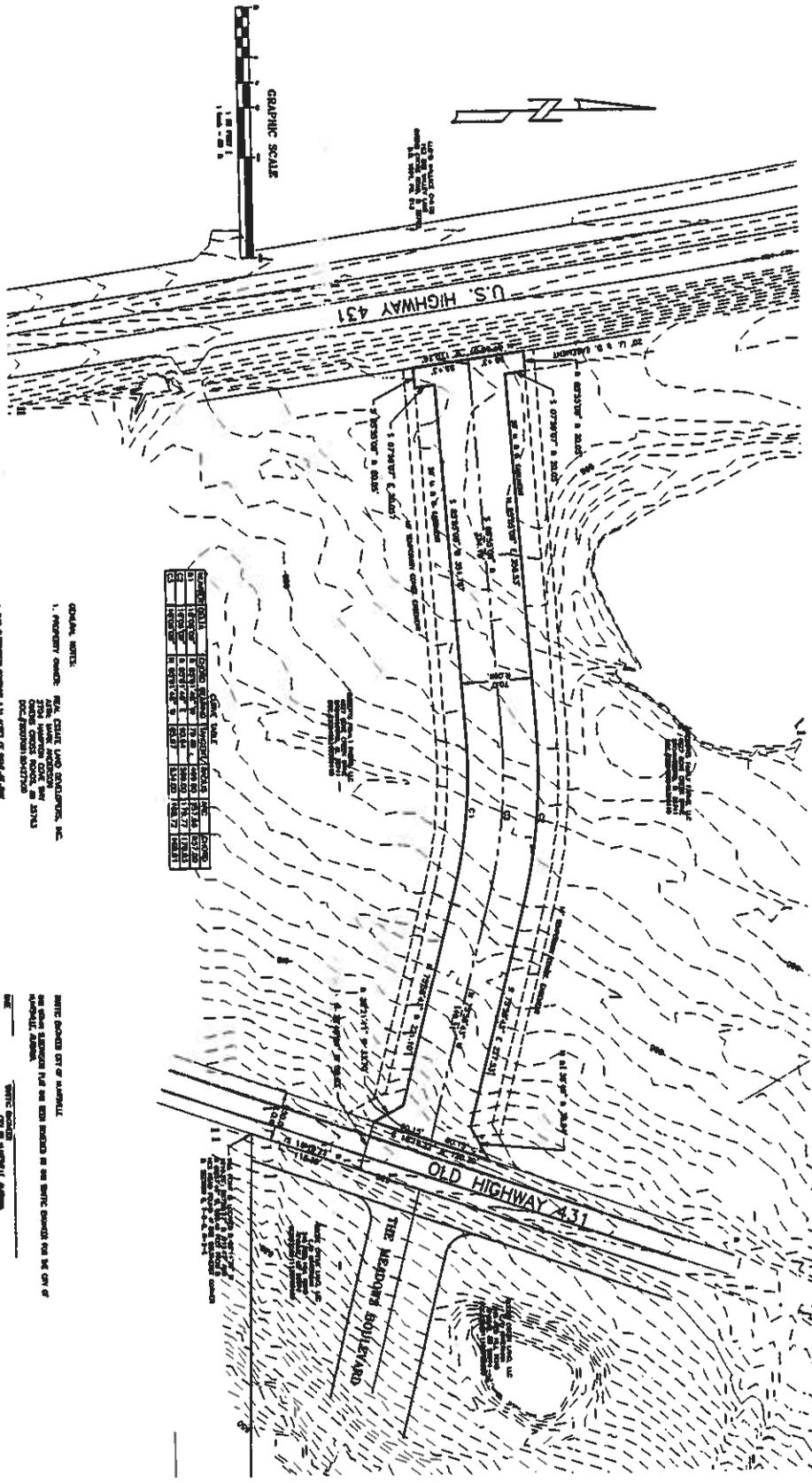


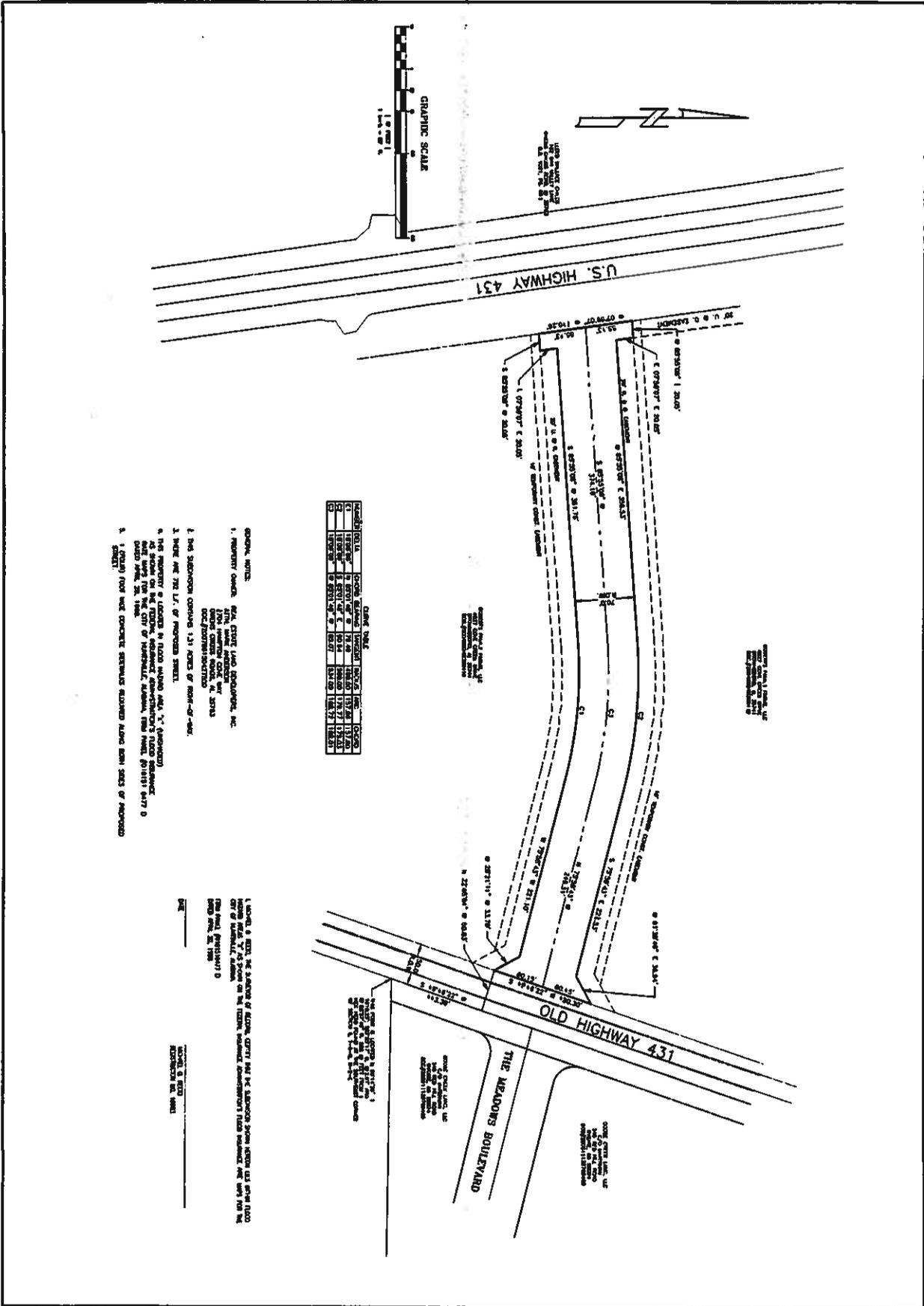
CONCRETE SLOPED HEADWALL DETAIL



- REFERENCE NOTES:**
- ① VALUE VALVE / SEE STRUCTURAL AND MECHANICAL SHEETS FOR R/W/S
 - ② ART WALL / SEE STRUCTURAL AND MECHANICAL SHEETS FOR R/W/S
 - ③ STRUCTURAL / SEE STRUCTURAL, MECHANICAL AND ELECTRICAL SHEETS FOR R/W/S
 - ④ OTHER WITH VALVE / FOR MECHANICAL SHEETS
 - ⑤ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑥ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑦ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑧ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑨ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑩ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑪ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1
 - ⑫ SPECIAL / SEE VALVE AND GATE AS SHOWN ON R/W/S SHEET 1.1

<p>C-1</p>	<p>GOOSE CREEK PUMP STATION PUMP STATION SITE PLAN</p>	<p>DATE: _____ DESCRIPTION: _____</p>	<p>TETRA TECH</p> <p>4000 UNIVERSITY DRIVE 101 CHURCH STREET, SUITE 201 KENTWOOD, ALABAMA 36687 TEL: 205-961-4222</p>
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DATE	BY	REVISION
10/1/00	JLS	1.00
10/1/00	JLS	1.01
10/1/00	JLS	1.02
10/1/00	JLS	1.03
10/1/00	JLS	1.04
10/1/00	JLS	1.05
10/1/00	JLS	1.06
10/1/00	JLS	1.07
10/1/00	JLS	1.08
10/1/00	JLS	1.09
10/1/00	JLS	1.10

PRELIMINARY PLAT FOR
THE MEADOWS CONNECTOR ROAD
REAL ESTATE LAND DEVELOPERS, INC.

PREPARED BY
Goodwyn, Mills & Cawood, Inc.
SURVEYORS, ARCHITECTS, ENGINEERS
1700 W. 10TH AVENUE, SUITE 100, DENVER, COLORADO 80202, U.S.A.

NO.	DATE	REVISION
1	10/1/00	1.00
2	10/1/00	1.01
3	10/1/00	1.02
4	10/1/00	1.03
5	10/1/00	1.04
6	10/1/00	1.05
7	10/1/00	1.06
8	10/1/00	1.07
9	10/1/00	1.08
10	10/1/00	1.09
11	10/1/00	1.10

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Engineering

Council Meeting Date: 4/25/2013

Department Contact: Shane Davis

Phone #

Contract or Agreement: Development Agreement

Document Name: Development Agreement with Wright Homes, LLC

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		4/23/13
2) Legal		4-23-13
3) Finance		4/25
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		