

ADMINISTRATION MEMORANDUM
12-12

DATE: May 14, 2012

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WAS*
Debbie Tuttle, Economic Development Manager *DT*

SUBJECT: **CR-43 - TH Automotive Business Incentive Agreement**

RECOMMENDATION

Staff recommends approval of Resolution CR-43, which, if approved, would authorize the City Council to approve the attached Business Incentive Agreement as described in **Exhibit 1** (Business Incentive Agreement) to provide financial assistance for TH Automotive to construct a new facility. This business retention and expansion project will retain eight (8) employees, and bring in new sales, use and property taxes into the city. The capital investment for the construction and engineering of the new building is estimated at \$408,000 as described in **Exhibit A** (Incentive Proposal Request Form).

The company plans to construct a new 9,864 square foot building at 10555 Irma Drive as described in **Exhibit B** (Site Plan). The proposed incentive is not to exceed \$15,689. This includes abatements not to exceed \$6,689 for building fees, permits, and use tax on construction materials which would have been collected and applied to the General Fund budget. It also includes approximately \$9,000 of public improvements that has been allocated from the Capital Improvement Projects (CIP) budget for the construction of a sidewalk and two (2) sidewalk handicap ramps as described in **Exhibit C** (Public Improvements).

BACKGROUND

TH Automotive has been located in Northglenn for more than 14 years. The company is currently located at 10750 Irma Drive. They provide automotive repair and services approximately 2,000-2,500 customers annually. The owner, Tim Hawpe, purchased 2.397 acres located at the southwest corner of Irma Drive and Leroy Drive. The property was approved and rezoned from Open Space to PUD in May 2011 (**Exhibit B**).

TH Automotive will construct a 9,864 square building on 1.13 acres (1.48 total s/f area - includes detention) of the property to accommodate for future business expansion and growth plans. The remaining .92 acres is being actively marketed as a separate lot to accommodate for another business. Once the adjacent property is sold, construction of the building will begin. The Incentive Agreement indicates that TH Automotive will construct the building within 365 calendar days of the filing of the final plat and the posting of security in accordance with the provisions of that separate Subdivision Improvement Agreement entered into between the City and TH Automotive (Refer to SIA CR-34).

PROJECT SCOPE

In accordance with the Business and Development Assistance and Incentive Policy staff recommends entering into an Agreement with TH Automotive for an incentive not to exceed a total of \$15,689. This is in compliance with the provisions of Article 13 of Chapter 5 of the Northglenn Municipal Code. Below is a summary of the project.

Employment:

- Current - 8 Employees (estimated 2-3 new employees with expansion)
- Annual Payroll – Estimated \$200,000

Capital Investment:

- Expansion Project Cost: \$408,000 (est. building construction, engineering & labor costs)

Project Specifications

- New Building Address: 10555 Irma Drive
- Building - 9,864 Square Feet
- Land Size – Total: 2.397 Acres
 - 1.47 Acres (with Detention)
 - 1.13 Acres (TH Automotive Building Land Area)
 - .92 Acres (Adjacent Lot for Sale)

BUDGET IMPLICATIONS

The total business development and assistance incentive request will not exceed \$15,689. This would include abatements of up to \$6,689 for building fees, permits, and use tax on construction materials which would have been collected by the city and applied to the General Fund. It also includes approximately \$9,000 of public improvements that has been allocated from the Capital Improvement Projects (CIP) budget for the construction of a sidewalk and two (2) sidewalk handicap ramps (**Exhibit C**). The recommended incentive details are:

1. 100% abatements of the ROW and Land Disturbance fees and permits (not to exceed \$510)
2. 25% abatements of building permit, plan check, and electrical fees for the new building construction (not to exceed \$1,199);
3. 3% abatement of use tax on the associated construction materials (not to exceed \$4,980); and
4. 100% of the construction costs for approximately 160 linear feet of sidewalk and two (2) handicap sidewalk ramps (approximately \$9,000).

STAFF REFERENCE: If you have any comments or questions, please contact Bill Simmons at 303.450.8706 or wsimmons@northglenn.org; or Debbie Tuttle at 303.450.8743, or dtuttle@northglenn.org.

Attachments:

- Exhibit 1 – Business Incentive Agreement
- Exhibit A – Incentive Proposal Request Form
- Exhibit B – Site Improvement Plan
- Exhibit C – Public Improvements

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-43
Series of 2012

Series of 2012

A RESOLUTION APPROVING AN INCENTIVE AGREEMENT WITH TH AUTOMOTIVE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Incentive Agreement between the City of Northglenn and TH Automotive (the "Incentive Agreement"), attached hereto as Exhibit 1, in an amount not to exceed \$15,689.00 for waivers of building permit fees, plan review fees, use taxes otherwise due, and public improvements is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**BUSINESS INCENTIVE AGREEMENT
(TH AUTOMOTIVE)**

THIS BUSINESS INCENTIVE AGREEMENT (the "Agreement") is made and executed this ___ day of _____, 2012, by and between the CITY OF NORTHGLENN, COLORADO, a Colorado home rule municipal corporation, (hereafter referred to as the "City"), and TH Automotive, a Colorado corporation, (hereafter referred to as "TH Automotive").

W I T N E S S E T H

WHEREAS, TH Automotive is the owner of property located generally at Tract 34, Northglenn – Fourteenth Filing, Northglenn, Colorado (the "Property");

WHEREAS, TH Automotive proposes to construct improvements on the Property as more specifically set forth in the attached **Exhibit B** (the "Improvements");

WHEREAS, in entering into this Agreement, the City Council of the City specifically finds that entering into this Agreement will encourage the substantial expansion of a tax generating business within the City; thereby stimulating the economy of and within the City; thereby providing employment for residents of the City and others; thereby expanding the goods available for purchase and consumption by residents of the City; and further increasing the sales taxes collected by the City;

WHEREAS, the City Council finds that the redevelopment of the Property is necessary to promote the public welfare including the expansion of tax generating business and expanded employment opportunities;

WHEREAS, the City Council further finds that entering into this Agreement shall provide a mechanism for the provision to the residents of the City of necessary public and private improvements at no cost or reduced cost to the residents and the government of the City;

WHEREAS, the parties hereto wish to set forth in full their agreement as to the general nature and extent of the Improvements to be constructed and installed by TH Automotive within and upon the Property, and the manner for and extent of the reimbursement to TH Automotive for such construction and installation; and

WHEREAS, the parties wish to memorialize all aspects of their agreement as to the terms and conditions of such reimbursement in this Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this Agreement is assignable, as specified hereinafter), in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

1. Authority. This Agreement is entered into in compliance with the provisions of Article 13 of Chapter 5 of the Northglenn Municipal Code.

2. Improvements. TH Automotive shall construct, or cause to be constructed the Improvements in compliance with the specifications set forth in the Subdivision Improvement Agreement (**Refer to CR-34**) within 365 calendar days of the filing of the final plat and the posting of security in accordance with the provisions of that separate Subdivision Agreement entered into between the City and TH Automotive. Failure of TH Automotive to complete the Improvements by this deadline shall terminate all obligations of the City set forth herein, and TH Automotive shall pay to the City all amounts abated by the City under this Agreement.

3. Business Incentives. In accordance with the goals and purposes of Article 13 of Chapter 5 of the Northglenn Municipal Code, and the Incentive Policy and Proposal Request Form (**Exhibit A**) the City shall provide the following:

a. The base amount of the City's four percent (4%) use tax less the one-half percent (1/2%) use tax devoted to water acquisition and the one-half percent (1/2%) use tax devoted to capital improvements, which results in a three percent (3%) use tax to be used in determining this abatement. The City shall abate one hundred percent (100%) of the three percent (3%) use tax on construction materials for the Improvements in an amount up to Four Thousand Nine Hundred Eighty Dollars (4,980);

b. The City shall abate and forego twenty-five percent (25%) of the building permit fees in an amount up to Seven Hundred Eleven Dollars (\$711.00);

c. The City shall abate and forego twenty-five percent (25%) of the plan check fee in an amount up to Three Hundred Seventy Three Dollars (\$373.00);

d. The City shall abate and forego twenty-five percent (25%) of the electrical permit fee in an amount up to One Hundred Fifteen Dollars (\$115.00);

e. The City shall abate and forego one hundred percent (100%) of the right-of-way fees in an amount up to Four Hundred Fifteen Dollars (\$415.00); and

f. The City shall abate and forego one hundred percent (100%) of the land disturbance permit fee in an amount up to Ninety-Five Dollars (\$95.00).

4. Sidewalk improvements. Commencing on the date TH Automotive posts the required security in accordance with that separate Subdivision Agreement and with an estimated completion time of 365 calendar days from posting the security, the City shall construct approximately 160 linear feet of sidewalk and two (2) handicap sidewalk ramps which is funded from the Capital Improvement Projects (CIP) budget as shown in the attached **Exhibit C**.

5. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.

6. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

7. Integration. This Agreement and any attached exhibits constitute the entire Agreement between TH Automotive and the City, superseding all prior oral or written communications.

8. Third Parties. There are no intended third-party beneficiaries to this Agreement.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. Modification. This Agreement may only be modified upon written agreement of the parties.

11. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

12. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

13. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

14. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

15. Notices. Any written notices provided for or required in this Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the parties at the following addresses:

To the City: City Manager
 City of Northglenn
 11701 Community Center Drive
 Northglenn, CO 80233

With a copy to: Hayes, Phillips, Hoffmann & Carberry, P.C.
 1530 Sixteenth Street, Suite 200
 Denver, CO 80202

To TH Automotive: Tim Hawpe
President
10750 Irma Drive, Unites 5 & 6
Northglenn, CO 80233

DATED this day and date first above set forth.

THE CITY OF NORTHGLENN, COLORADO

Joyce Downing, Mayor

ATTEST:

Johanna Small, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 2012,
by Joyce Downing as Mayor of the City of Northglenn.

My commission expires: _____

(SEAL)

Notary Public

TH Automotive

Name: _____

Title: _____

STATE OF COLORADO)
)
) ss.
COUNTY OF)

Subscribed, sworn to and acknowledged before me this ____ day of _____,
2012 by _____ as _____ of _____, a corporation.

My commission expires:
(SEAL)

Notary Public



Business and Development Assistance & Incentives Policy

Incentive Proposal Request Form

Date: 5/14/2012

Company: TH Automotive

Project Name: TH Automotive Expansion

Ph #: 303.255.8487

Email: Hawpeman@Mindspring.com

Website: N/A

Applicant shall submit a conceptual design proposal consisting of the following elements:

1. Narrative Description of Development Concept:

TH Automotive plans to build a new 9,000 square foot building at 10555 Irma Drive. This business retention and expansion project will retain eight (8) employees, and bring in new sales, use and property taxes into the city. The capital investment for the construction and engineering of the new building is estimated at \$408,000.

2. Background:

TH Automotive has been located in Northglenn for more than 14 years. The company is currently located at 10750 Irma Drive. They provide automotive repair and services to more than 2,000+ customers annually. The owner, Tim Hawpe purchased 2.397 acres located at the southwest corner of Irma Drive and Leroy Drive. The property was approved and rezoned from Open Space to PUD in May 2011.

TH Automotive will construct a 9,864 square building on 1.13 acres (1.48 total s/f area - includes detention) of the property to accommodate for future business expansion and growth plans. The remaining .92 acres is being actively marketed as a separate lot to accommodate for another business. Once the adjacent property is sold, construction of the building will begin. The Incentive Agreement (**Exhibit 1**) indicates that TH Automotive will construct the building within 365 calendar days of the filing of the final plat and the posting of security in accordance with the provisions of that separate Subdivision Agreement entered into between the City and TH Automotive (Refer to SIA CR-34).

3. **Conceptual Design:** See **Exhibit B** - Site Improvements & **Exhibit C** - Public Improvements

4. **Project Fact Sheet:** The Applicant shall provide a project fact sheet indicating the following data and information:
 - a) Gross Building Area: 9,864 S/F

 - b) New Building Address: 10555 Irma Drive

 - c) Building: 9,864 Square Feet

 - d) Land Size: Total: 2.397 Acres
1.47 Acres (with detention)
1.13 Acres (TH Building Land Area)
.92 Acres (Adjacent Lot for Sale)

 - e) Parking Requirements: 33 Spaces

 - f) Building Height: 26 Ft.

 - g) Current Number of Jobs: 8 (2-3 new jobs with expansion)

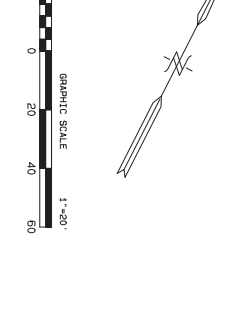
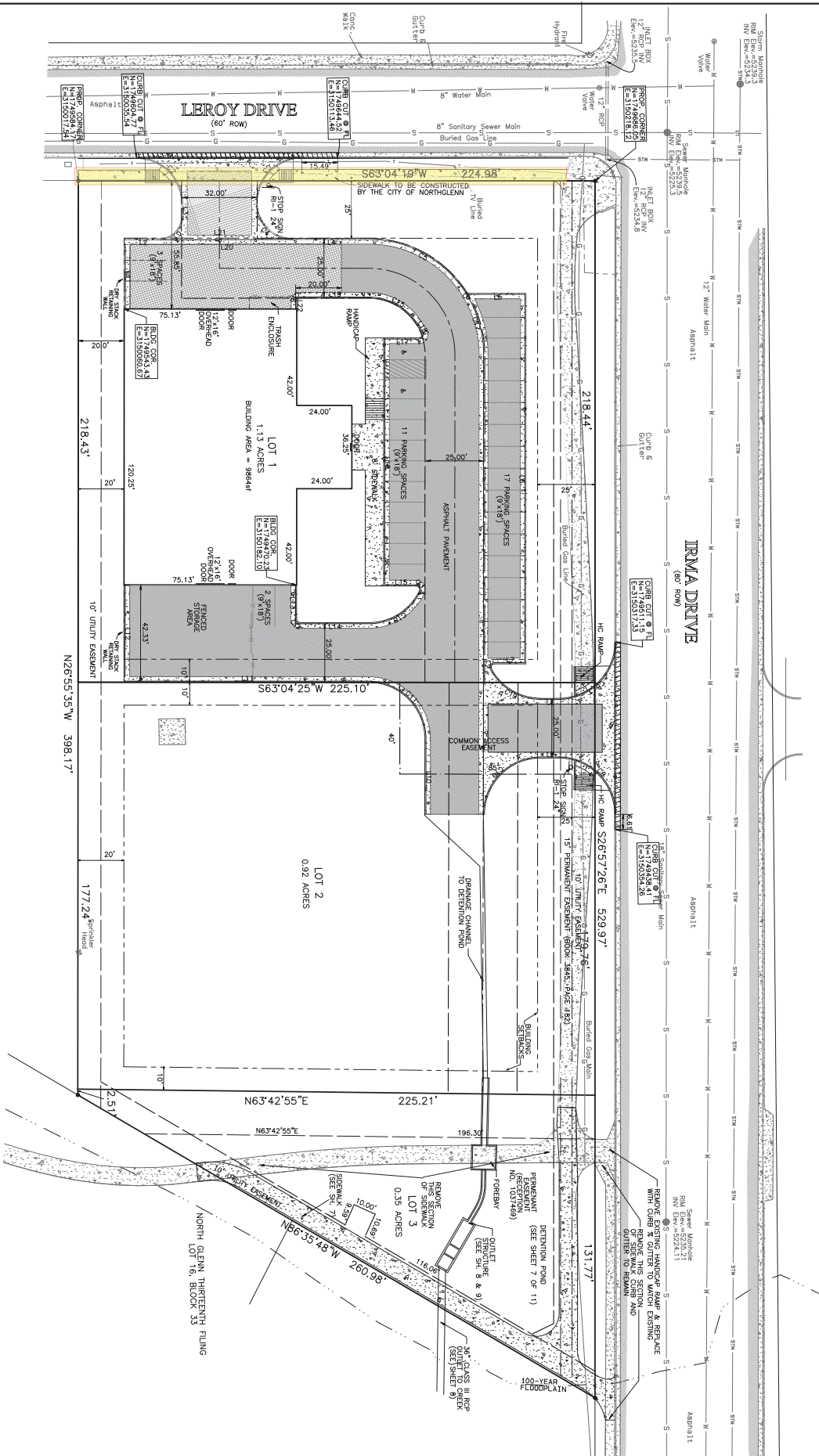
 - h) Annual Estimated Salarie: \$200,000

 - i) Construction Start Date: Immediately after sale of adjacent property

 - j) Proposed Project Completion Date: Five months after construction start date

 - k) Construction Type: Steel

 - l) Landscaping: 43%



LEGEND

- BUILDING SETBACK LINE
- EXISTING EASEMENT
- PROPERTY LINE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- CONCRETE
- EXISTING CONCRETE
- ASPHALT
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C4	31.40	20.00	88797.25	
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C6	2.00	2.00	57107.45	
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C8	3.44	2.00	11824.18	
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LINE	BEARING	DISTANCE
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UNCC
 CITY OF NORTHGLENN
 ENGINEERING DIVISION
 1-800-922-1987
 DATE: 02-01-12

CONTRACTOR: TH AUTOMOTIVE
 TRACT 34, NORTHGLENN-FOURTEENTH FLUNG
 ADAMS COUNTY, COLORADO.
 SITE & GEOMETRIC PLAN
 CONTACT: TIM HAWPE
 PHONE: 303-255-8487

DAVID E. ARCHER & ASSOCIATES, INC.
 LAND DEVELOPMENT CONSULTING
 ENGINEERS & ARCHITECTS
 PHONE: (303) 488-4642
 105 WILCOX ST. CASTLE ROCK, COLORADO 80104

TH AUTOMOTIVE
 TRACT 34, NORTHGLENN-FOURTEENTH FLUNG
 ADAMS COUNTY, COLORADO.
 SITE & GEOMETRIC PLAN
 CONTACT: TIM HAWPE
 PHONE: 303-255-8487

REVISIONS

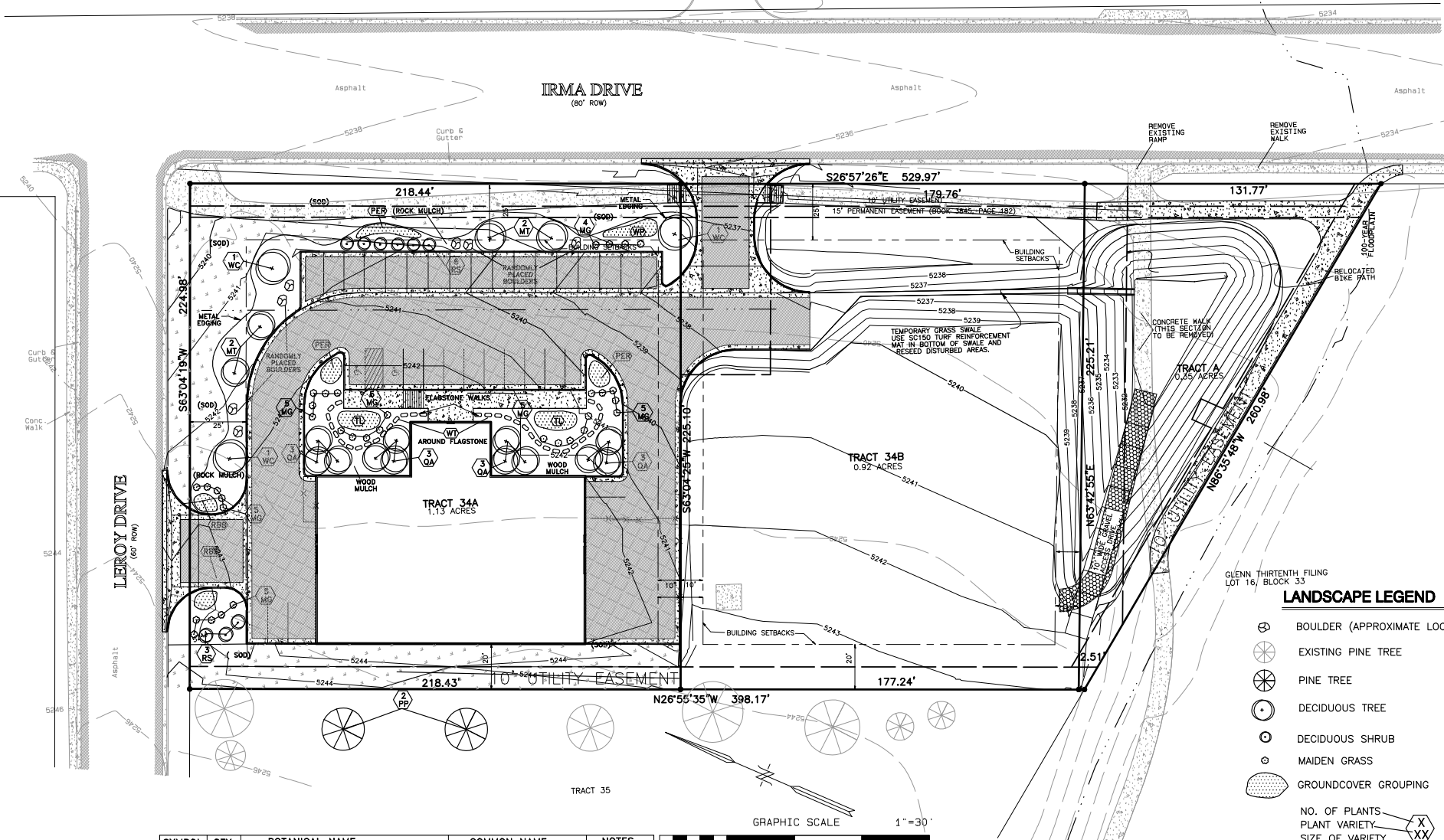
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02-29-12		REMOVE SIDEWALK 03-13-12

CITY OF NORTHGLENN APPROVALS
 THESE PLANS OF DEVELOPMENT ARE YEAR FROM DATE OF DEVELOPMENT SERVICES APPROVAL
 RECOMMENDED APPROVAL BY: _____ DATE: _____
 ENGINEERING DIVISION DATE: _____
 APPROVED BY: _____ DATE: _____
 DEVELOPMENT SERVICES DATE: _____

UNCC
 CITY OF NORTHGLENN
 ENGINEERING DIVISION
 1-800-922-1987
 DATE: 02-01-12

TH AUTOMOTIVE FINAL PUD

TRACT 34, NORTH GLENN-FOURTEENTH FILING, SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



GLENN THIRTEENTH FILING
LOT 16, BLOCK 33

LANDSCAPE LEGEND

- BOULDER (APPROXIMATE LOCATION)
- EXISTING PINE TREE
- PINE TREE
- DECIDUOUS TREE
- DECIDUOUS SHRUB
- MAIDEN GRASS
- GROUNDCOVER GROUPING
- NO. OF PLANTS
- PLANT VARIETY
- SIZE OF VARIETY
- SOD

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	NOTES
TREES AND SHRUBS				
QA	12	Populus tremuloides	Quaking aspen	
PP	2	Pinus ponderosa	Ponderosa Pine	
WC	3	Catalpa speciosa	Western Catalpa	
RS	9	Perovskia atriplicifolia	Russian Sage	
MT	4	Prunus padus	Mayday Tree	
PERINNEALS				
WT		Thymus pseudolanuginosus	Wooly Thyme	
WP		Vinca minor 'Alba'	White Periwinkle	
PER		Vinca minor 'Bowlesii'	Periwinkle	
RBB		Monarda 'Cambridge Scarlet'	Red Bee-Balm	
TL		Lilium lancifolium	Tiger lily	
GRASSES				
MG	34	Iris x germanica	Maiden Grass	

REVISIONS

COMMENTS	9-12-11

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
SURVEYING & ENGINEERING
PHONE (303) 888-4642
105 WILCOX ST. CASTLE ROCK, COLORADO 80104

SCALE 1"=30'
DATE 1-12-11
D.R.N. CKD.
A.P.V.D.

TITLE **LANDSCAPE PLAN**
TRACT 34, NORTH GLENN
FOURTEENTH FILING,
ADAMS COUNTY, COLORADO

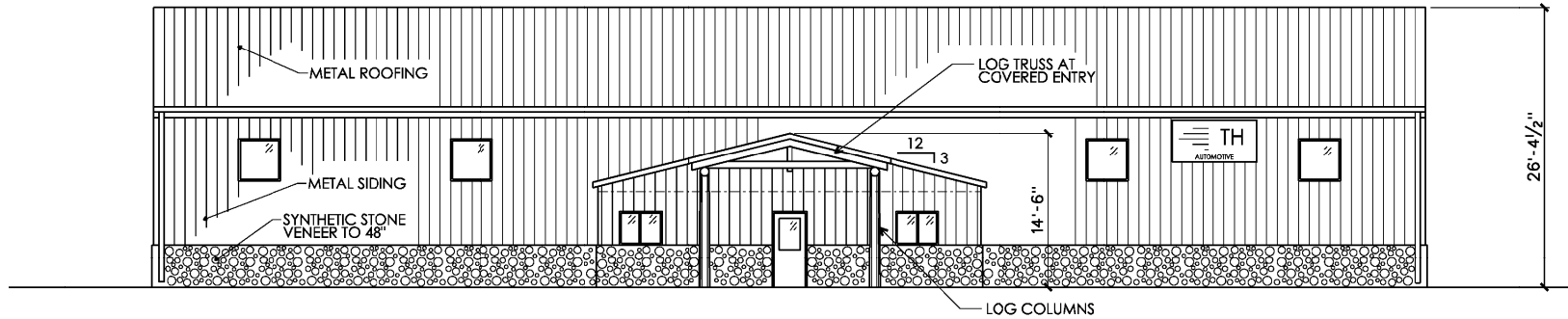
CLIENT **TH AUTOMOTIVE**

SHEET **5** of **7** JOB NUMBER **10-0483**

Mon Sep 12 11:01:33 2011
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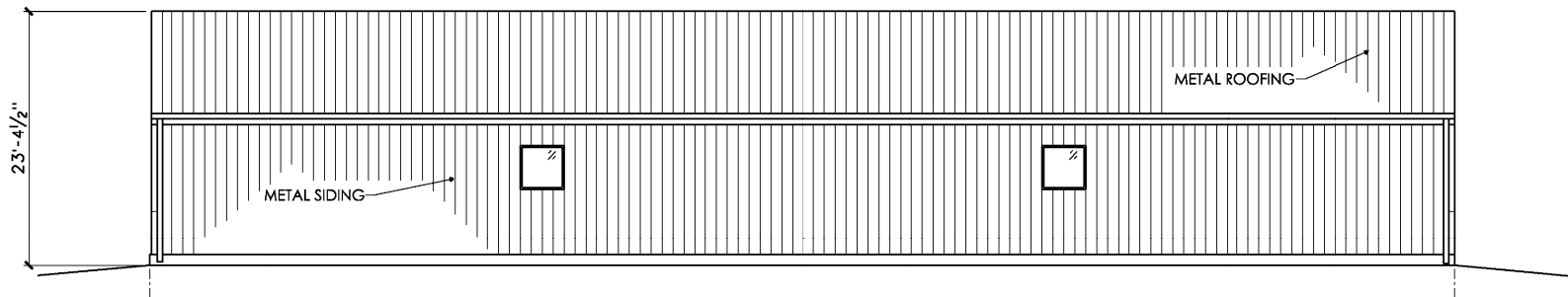
TH AUTOMOTIVE FINAL PUD

TRACT 34, NORTH GLENN-FOURTEENTH FILING, SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



EAST ELEVATION

1/8"



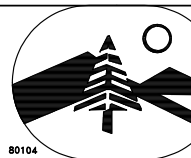
WEST ELEVATION

1/8"

ARCHITECT:
DOUGLAS J. EICHELBERGER
12345 SO. SPRING VALLEY ROAD
LARKSPUR, CO 80118
303-888-5211
luckyranch@aol.com

REVISIONS
COMMENTS 9-12-11

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
SURVEYING & ENGINEERING
PHONE (303) 888-4642
105 WILCOX ST. CASTLE ROCK, COLORADO 80104

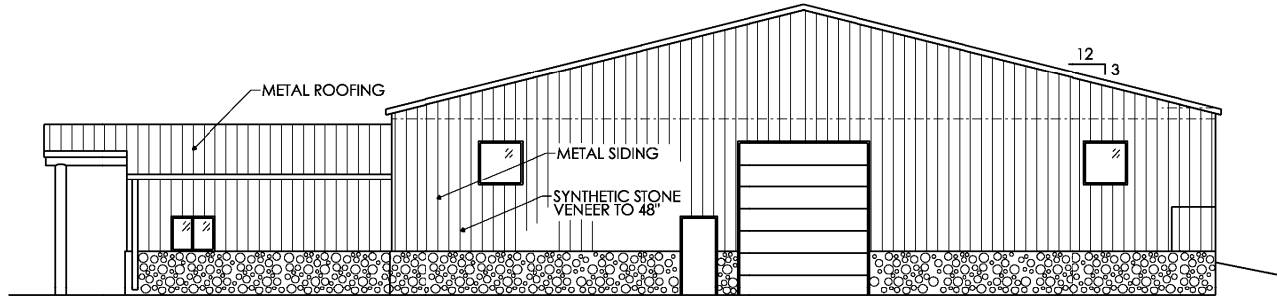


SCALE 1"=30'
DATE 1-12-11
DR'N. CKD.
AP'VD.

TITLE	CLIENT	JOB NUMBER
BUILDING ELEVATIONS TRACT 34, NORTH GLENN FOURTEENTH FILING, ADAMS COUNTY, COLORADO	TH AUTOMOTIVE	10-0483
Sheet 6 of 7		

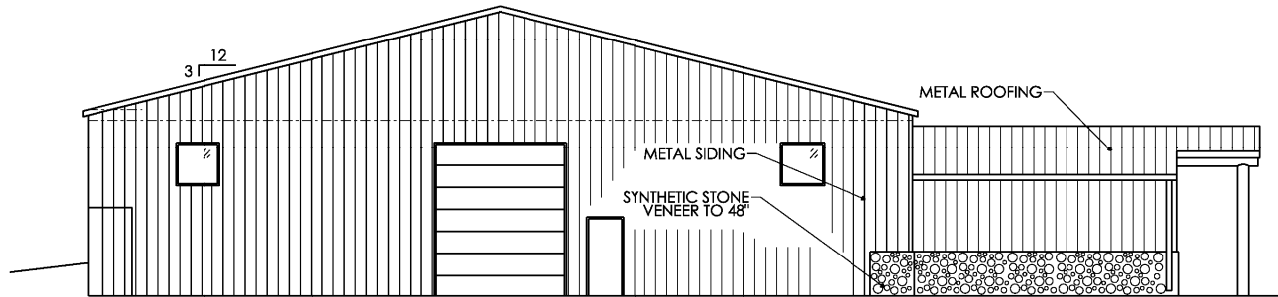
TH AUTOMOTIVE FINAL PUD

TRACT 34, NORTH GLENN-FOURTEENTH FILING, SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



NORTH ELEVATION

1/8"



SOUTH ELEVATION

1/8"

ARCHITECT:
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REVISIONS
COMMENTS 9-12-11

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
SURVEYING & ENGINEERING
PHONE (303) 888-4642
105 WILCOX ST. CASTLE ROCK, COLORADO 80104



SCALE 1"=30'
DATE 7-12-11
DR'N. CKD.
AP'VD.

TITLE	BUILDING ELEVATIONS
	TRACT 34, NORTH GLENN FOURTEENTH FILING, ADAMS COUNTY, COLORADO
CLIENT	TH AUTOMOTIVE
JOB NUMBER	10-0483
Sheet	7 of 7

TH AUTOMOTIVE SUBDIVISION

DESCRIPTION OF PUBLIC IMPROVEMENTS

1. A fire hydrant will be installed from the existing 12” water main on the east side of Irma Drive. This installation will include a 12”x 6” tee, 12” solid sleeve, 6” gate valve and approximately 46 feet of 6” ductile iron pipe. All asphalt and curb and gutter removed or damaged during the installation will be replaced.

2. Transportation Improvements will consist of the installation of two entrances to the site one from Leroy Drive and one from Irma Drive. This will provide the removal of the existing curb and gutter and the installation of curb and gutter returns and crosspans, and paving installed within the right-of-way.

3. Sidewalk improvements will include the removal of the existing concrete bike paths at the southern end of the site. New bike paths will be installed in the new locations per the Civil Construction Drawings. Handicap ramps will be installed at the driveway crossing along Irma Drive.

4. A detention and water quality facility will be constructed. These improvements will include a concrete rundown channel to a concrete forebay. A concrete trickle channel will be installed to the outlet structure. The concrete outlet structure will include the micropool, EURV release control plate, the 100-year outlet controls, and an emergency overflow chamber. The will also be a 36” RCP installed from the outlet structure to Lower Grange Hall Creek, along with the appropriate erosion control protection.

5. Two evergreen trees will be planted on the adjacent park property to be maintained by the City of Northglenn.

Estimated Construction Costs for Installation of Sidewalk in City Right of Way Adjacent to TH Automotive Northern Property Line

Description	Quantity	Unit	Unit Cost	Total Cost
Sidewalks (5')	160	LF	\$25.00	\$4,000.00
Handicap ramps	2	EA	\$2,500.00	\$5,000.00
Total				\$9,000.00

*Estimates based on Applicant’s Engineer’s Opinion on estimated cost for public improvements