

**ADMINISTRATION MEMORANDUM**

**11-28**

**DATE:** November 17, 2011  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** William A. Simmons, City Manager *WAS*  
**SUBJECT:** CR-119 – WoodHawk Development Agreement

**BACKGROUND**

Attached is Resolution CR-119 which, if approved, would authorize the City to enter into an agreement with NURA and WoodHawk Development which would designate WoodHawk (the “redeveloper”) as the sole and exclusive redeveloper of up to a 45 acre urban renewal parcel for a period not to exceed two years.

During this two year period, known as the “Feasibility Period” the redeveloper is authorized as the exclusive party to market and develop the property.

The agreement stipulates that during the Feasibility Period, the parties will determine the specific boundaries of the property to be redeveloped within one (1) year from the date of the execution of the agreement.

The Redeveloper will be required to take all commercially reasonable efforts to determine the terms and conditions upon which the property will develop. The Redeveloper is also responsible to prepare planning, engineering and architectural drawings. The Redeveloper is also obligated to provide a financial plan to include a formula for the economics of the redevelopment of the property.

The agreement also addresses marketing efforts and reporting mechanisms.

**BUDGET IMPLICATIONS**

Under this agreement, the City and NURA agree to contribute up to \$25,000 towards this effort.

**STAFF REFERENCE:**

Your comments are welcomed. Please contact William Simmons, City Manager at [bsimmons@northglenn.org](mailto:bsimmons@northglenn.org) or 303-450-8709 with any questions or comments.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-119  
Series of 2011

\_\_\_\_\_  
Series of 2011

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN, THE NORTHGLENN URBAN RENEWAL AUTHORITY, AND HAWKINS DEVELOPMENT, LLC

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

Section 1. The City Council hereby approves the Agreement between the City of Northglenn, the Northglenn Urban Renewal Authority, and Hawkins Development, LLC, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

## AGREEMENT

THIS AGREEMENT is made and executed this day of \_\_\_\_\_, 2011, by and between the CITY OF NORTHGLENN (the "City"), the NORTHGLENN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority"), and Hawkins Development, LLC (hereafter referred to as the "Redeveloper").

### W I T N E S S E T H

WHEREAS, the City and NURA each own property in the area approximately described in **Exhibit A**, which is attached hereto and expressly incorporated herein (the "Property"), which Property has been found to be blighted within the meaning of Part 1 of Article 25 of Title 31, Colorado Revised Statutes, and all or part of which is in need of redevelopment;

WHEREAS, in order to facilitate the redevelopment of the Property, the City has, in compliance with the provisions of Part 1 of Article 25 of Title 31, Colorado Revised Statutes, adopted an Urban Renewal Plan for the Property, and has authorized the Authority in conjunction with the City to undertake certain actions authorized by the Urban Renewal Plan and the above-cited statutory provisions;

WHEREAS, the City and the Authority have determined that the Redeveloper possesses the financial, management and development capability to redevelop the Property in conformance with the provisions of the Urban Renewal Plan in a manner which will be beneficial to the citizens and residents of the City; and

WHEREAS, the parties hereto wish to memorialize their agreement as to the proposed initial aspects of the redevelopment of the Property, and thereby set forth their various and respective duties and responsibilities in connection with such redevelopment.

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, in and for the consideration of the performance of the mutual duties and responsibilities set forth herein, the receipt and adequacy of such consideration being hereby acknowledged, do hereby covenant and agree as follows:

1. Designation as Master Developer. As an inducement to Redeveloper to accomplish the redevelopment of the Property as above described, and subject to the provisions of this Agreement, the City and the Authority hereby determine it to be in the public interest to designate Redeveloper as the sole and exclusive Redeveloper of the Property, and does hereby designate Redeveloper as the Master Developer for the Property for a period not to exceed two (2) years from the date of this Agreement (the "Feasibility Period") as more particularly described below. For purposes of this Agreement, "Master Developer" shall mean and refer to Redeveloper and, in such capacity as Master Developer, Redeveloper shall be authorized as the exclusive party in pursuit of the redevelopment of the Property during the term of this

Agreement. Redeveloper shall have the exclusive right hereunder to market and develop the Property, subject to the provisions below.

2. Feasibility Period; Redeveloper Obligations. During the Feasibility Period, the Redeveloper, the City, and the Authority shall jointly determine the specific boundaries of the Property to be developed as Phase 1, and a proposed schedule for phasing the redevelopment of the remainder of the Property, if any. Redeveloper shall within one (1) year of the execution of this Agreement give notice to the City and the Authority of the specific boundaries of the Property to be developed as Phase 1. Redeveloper shall also have the following obligations during the Feasibility Period, and any extensions of said Feasibility Period:

- A. Redeveloper shall take all commercially reasonable efforts to determine the terms and conditions upon which the Property, including any phasing thereof, shall redevelop;
- B. Redeveloper shall, at its sole cost and expense, but subject to the termination provisions set forth below, and the cost-sharing provisions set forth in Section 3, subsection B., take all commercially reasonable efforts to prepare for the redevelopment of a portion of the Property to be identified as Phase 1, including production of planning, engineering and architectural drawings, and any other necessary documents, subject to timely cooperation and assistance of the City and the Authority regarding access, the production of documents, information and related materials reasonably available to the City and the Authority;
- C. Redeveloper shall provide a financial plan to the City and the Authority which includes a formula for the economics of the redevelopment of the Property, which plan may include a rent constant, a price per square foot of the Property, and any other information necessary to assist the parties hereto in determining the viability of the development of all or a portion of the Property.

3. Feasibility Period; City and Authority Obligations. The City and the Authority each agree that they will not enter into any agreements to sell or develop the Property during the term of the Feasibility Period, unless the Agreement is terminated sooner as defined below. The City and the Authority shall also have the following obligations during the Feasibility Period:

- A. Provide any and all documents relating to the Property, including, but not limited to plans, plats, surveys, title materials, consultant or other third party reports, soils and or environmental reports, non-privileged correspondence or memoranda, and copies of all existing easement agreements, and any other agreements affecting the Property;

- B. To jointly and severally contribute up to the amount of Twenty Five Thousand Dollars (\$25,000.00) to pay for the costs and expenses for services provided by third parties to the Parties hereto, said costs to be allocated among the Parties based on the services provided;
- C. Provide access to the Redeveloper from the date hereof in which to conduct soil, engineering, environmental, and other tests with regard to the Property owned by the City and the Authority, and to investigate the availability of utilities, governmental requirements applicable to the Property, and Redeveloper's intended development thereof, the availability of all necessary permits and licenses, and otherwise to determine the desirability and availability of the Property for redevelopment.

4. Marketing Efforts. Redeveloper is authorized to market the Property for redevelopment, including the creation of marketing brochures, and the placement of signs on the public owned portion of the Property indicating its availability for redevelopment. Provided however, any brochures that seek to include non-public property shall be subject to prior approval by the City and the Authority.

5. Reporting Mechanisms. The City, the Authority and the Redeveloper shall develop reporting mechanisms to develop and monitor benchmarks and performance standards hereunder to be utilized during the Feasibility Period, which shall include, at a minimum, reporting mechanisms to the City Council of the City and the Board of Commissioners of the Authority regarding progress during the Feasibility Period. Such reporting mechanisms shall include updates to the respective governing bodies no less than every six (6) months and may include more frequent updates as necessary.

6. Feasibility Period Extension. Notwithstanding anything contained herein to the contrary, in the event that Redeveloper in good faith and after utilizing commercially practicable and reasonable efforts has not completed its obligations as provided in Section 3 above, Redeveloper shall have the right to seek an extension of up to two (2) additional one (1) year periods by providing the City and the Authority thirty (30) days advance written notice of the request to exercise such an extension of the Feasibility Period. The City and the Authority shall at their sole discretion determine whether to extend the Feasibility Period within thirty (30) days of receipt of the request for an extension.

7. Termination. This Agreement shall terminate upon the occurrence of one of the following events, whichever first occurs:

- A. The parties hereto enter into a Redevelopment Agreement for the Property, which includes specific terms and conditions for the redevelopment and conveyance of at least a mutually agreed upon portion of the Property; or

B. The expiration of the Feasibility Period as such period may be extended hereunder.

8. Expenses Upon Termination. In the event this Agreement is terminated during the Feasibility Period by either party, pursuant to Section 7 above, each party shall bear their own costs and expenses for services provided by third parties to each of them. Provided however, nothing in this Agreement shall be authorization for the City and the Authority, jointly and severally, from paying in excess of Twenty Five Thousand Dollars (\$25,000.00) without explicit further authorization from the respective governing bodies.

9. Jurisdiction and Venue. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any action in law or in equity to enforce the provisions hereof is hereby vested exclusively in the District Court in and for the County of Adams, State of Colorado.

10. Assignment. This Agreement, or any part thereof, may be assigned by the Redeveloper only upon the prior written consent of the City and the Authority, which consent shall not be withheld if such assignment is to a corporation or other legal entity which is more than fifty percent (50%) owned or controlled by Redeveloper or Redeveloper's owners or principals. In no other event shall this Redevelopment Agreement be assignable in whole or in any part.

11. Time is of the Essence. The City, the Authority and Redeveloper agree that time is of the essence in the performance of the provisions of this Agreement. No extension of time for performance of any obligation or act herein required shall be deemed an extension of time for performance of any other obligation or act.

12. Amendment. This Agreement may not be modified or amended in whole or in any part except by a writing signed by each party hereto, and adopted and/or approved with the same degree of formality as this Agreement shall be adopted and approved.

13. Notice. Any notices provided for or required in this Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified 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

To the Authority  
Executive Director  
Northglenn Urban Renewal Authority  
11701 Community Center Drive  
Northglenn, CO 80233

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

To the Redeveloper: Kevin Hawkins, President  
Hawkins Development LLC  
C/O Woodhawk Development  
7200 S. Alton Way, Suite A-120  
Centennial, CO 80112

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and date first above set forth.

**CITY OF NORTHGLENN**, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY**

\_\_\_\_\_  
By: Jerry Gavette, Chairman

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Parker, Authority Attorney

**REDEVELOPER HAWKINS DEVELOPMENT, LLC:**

\_\_\_\_\_  
By:



# Exhibit A

## 120th Avenue Redevelopment Area



INTERSTATE 25

120TH AVE

GRANT ST.

45  
Acres

COMMUNITY CENTER DR

1 inch = 300 feet

