

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH
NNN HURON 112 LLC**

WHEREAS, NNN Huron 112 LLC (the “Grantee”) is making improvements to the property located at 11250 Huron St., Northglenn, CO 80234 (the “Property”); and

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for improvements as described hereto as **Exhibit B** (the “improvements”); and

WHEREAS, NURA specifically finds that entering into this Agreement (**Exhibit A**) will enhance the physical appearance and economic viability of the Property, will protect adjacent properties from deterioration, and will maintain a positive business environment in the City of Northglenn.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The Incentive Agreement attached hereto as **Exhibit A** is hereby approved for up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2020

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
BUSINESS IMPROVEMENT AGREEMENT (BIG)**

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2020, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and NNN Huron 112 LLC (the "Grantee") (individually a "Party" or collectively the "Parties").

W I T N E S S E T H

WHEREAS, NURA is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight; and

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to businesses located within the NURA boundaries and to business owners of property within NURA boundaries; and

WHEREAS, Grantee desires to improve the property located at 11250 Huron St., Northglenn, CO 80234 (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit B** (the "Improvements"); and

WHEREAS, the Improvements are intended to preserve the Property by protecting against its deterioration, maintaining a positive business environment in the City, and attracting other businesses to the City and the Northglenn Urban Renewal Area; and

WHEREAS, the Improvements will further the public purpose of NURA as set forth in C.R.S. § 31-25-102; and

WHEREAS, NURA desires to reimburse Grantee by paying Grantee for a portion of the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, in order to promote redevelopment, fulfill NURA's urban renewal purpose as set forth in Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and achieve the above-referenced goals, and in consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. REIMBURSEMENT

A. NURA agrees to reimburse Grantee an amount up to a maximum amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) for the Improvements as follows:

1. The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, all applicable building and technical codes, and City of Northglenn ordinances (collectively, the "Laws");
2. The Improvements shall be maintained and operated in compliance with the Laws;
3. All required approvals of any governmental authority with jurisdiction over the Improvements shall be obtained by Grantee prior to construction of the Improvements;
4. All contractors and subcontractors have signed lien waivers for all work and materials related to the Improvements; and
5. Grantee shall provide NURA with itemized reasonably detailed invoices and financial documentation that to NURA's reasonable satisfaction confirm the Actual Direct Costs of the Improvements.

The phrase "Actual Direct Costs" means costs invoiced to Grantee by the contractor(s) which can include sales and use taxes, permits, and project design review fees, but shall not include internal Grantee costs, such as Grantee staff time or Grantee travel expenses.

B. Reimbursement to Grantee shall be made as follows:

1. Reimbursement shall not be made until all of the Improvements have been fully completed and all governmental requirements have been satisfied; and
2. Upon completion of the Improvements and Grantee being in compliance with all of the requirements of this Agreement, and upon delivery to NURA of fully paid invoices for all the Improvements, NURA shall reimburse Grantee up to a maximum amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) for the Actual Direct Costs incurred by Grantee for the Improvements; and
2. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by August 6, 2020.

II. ONGOING GRANTEE OBLIGATIONS

In addition to any ongoing obligations set forth in or reasonably implied from Section I, Grantee shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Grantee fails to comply with the above-referenced conditions, Grantee shall reimburse NURA for all amounts paid by NURA to Grantee under this Agreement; provided that NURA shall first provide Grantee with written notice that one or both of the above-referenced conditions has been breached and Grantee shall have ten (10) days to cure the breach.

III. PROMOTION

Grantee authorizes NURA to promote the approved project, including but not limited to the following: Website, Signage, Northglenn Connection, Economic Development E-newsletter, and other marketing and promotional publications and communication methods.

IV. INDEMNIFICATION

Grantee agrees to indemnify and hold harmless NURA and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, business loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative, or agent of Grantee, or which arise out of any worker's compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

V. MISCELLANEOUS

A. 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.

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

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Grantee and NURA, superseding all prior oral or written communications.

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

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the following addresses set forth on the first page of this Agreement.

If to NURA:	Executive Director Northglenn Urban Renewal Authority 11701 Community Center Drive Northglenn, CO 80233
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If to Grantee:	Lucy Dinneen NNN Huron 112 LLC 6400 S. Fiddlers Green Circle, Suite 1820 Greenwood Village, CO 80111
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Either party may change such notice address upon prior written notice to the other party.

F. 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.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. 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.

I. Governmental Immunity. NURA, 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 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 NURA and its officers or employees.

J. Rights and Remedies. The rights and remedies of NURA 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 NURA's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Subject to Annual Appropriations. Any financial obligations of NURA not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of NURA hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[Remainder of page intentionally blank. Signatures on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**NORTHGLENN URBAN RENEWAL
AUTHORITY**

Rosie Garner
Chair

Date

ATTEST:

Debbie Tuttle Date
Executive Director

APPROVED AS TO FORM:

Jeff Parker
NURA Attorney

NNN Huron 112 LLC

By [Signature]

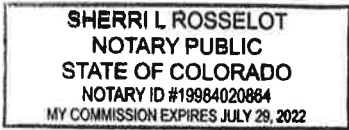
Its: Lucy L. Dinneen
Managing Director

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 31 day of January, 2020, by Lucy L. Dinneen as Managing Director of NNN Huron 112 LLC.

My commission expires: 7/29/2022

(S E A L)



[Signature]
Notary Public



Business Improvement Grant (BIG) Application Form

Name of Applicant: Ryan Beckmann as representative of NNN HURON 112 LLC

Name of Business: NNN HURON 112 LLC

Address of Business: 11250 Huron St. Northglenn, CO

Mailing Address (if different than business): 6400 S Fiddlers Green Cir. Suite 1820

Phone Number: 720-496-2589 Cell Number: 720-425-0582

E-mail Address: rbeckmann@cadencecap.com

Type of Business: Developer / Property Owner

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? Brand New Construction

How long has the business been operating at the current location? N/A

When does your current lease expire? N/A

If lease expires in less than two years, please explain the circumstances:

Property owner's name (if different from applicant): _____

Property owner's address: _____

Property owner's phone number: _____

Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application under Property Owner Authorization on Page 3.

Why are you requesting this grant?

Purchased 1.97 acres to redevelop site to include a 3,060 square foot 7-Eleven convenience store and other future uses. These costs are very high and I am seeking financial relief for the asphalt paving of the parking area. This development will act as an amenity for the residents of Northglenn.

Proposed Improvements:

Please describe the proposed improvements to the property. Include at least one color photograph of all areas showing the existing building conditions prior to the improvements.

Three bids are required for the proposed work. If you have any additional building information such as measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs, permit and construction fees and taxes), please include them with your application.

Exterior Improvements Description:

ASPHALT PAVING THROUGHOUT NEW PARKING LOT.
PAVING PLAN ATTACHED.

Bid information:

Bid #1: Company MOUNTAIN STATES ASPHALT Amount \$ 77,920
Bid #2: Company FOOTHILLS PAVING Amount \$ 86,900
Bid #2: Company MILE HIGH PAVING Amount \$ 87,592

Which company have you chosen to perform the work? Epic Construction (MOUNTAIN STATES)

Is this company licensed to perform work in Northglenn? Yes No

Budget & Timing:

Total overall proposed project budget: \$ 2,594,858

Total amount of funding assistance being requested: \$ 12,500

Desired completion date: 8/14/2020

Authorization:

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to, displaying a NURA grant program sign or sticker at the site during and after construction, and the use of photographs and descriptions in city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Improvement Grant program as warranted.

The applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded. The applicant must also provide proof of the completed project prior to the release of grant funds.

Signature of Applicant [Signature] Date 1/27/2020

Property Owner Authorization:

If the applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

As owner of property at _____ (address) I have reviewed the above application and authorize the operator of _____

(business name) at said address to perform improvements described above as part of the NURA Business Improvement Grant program.

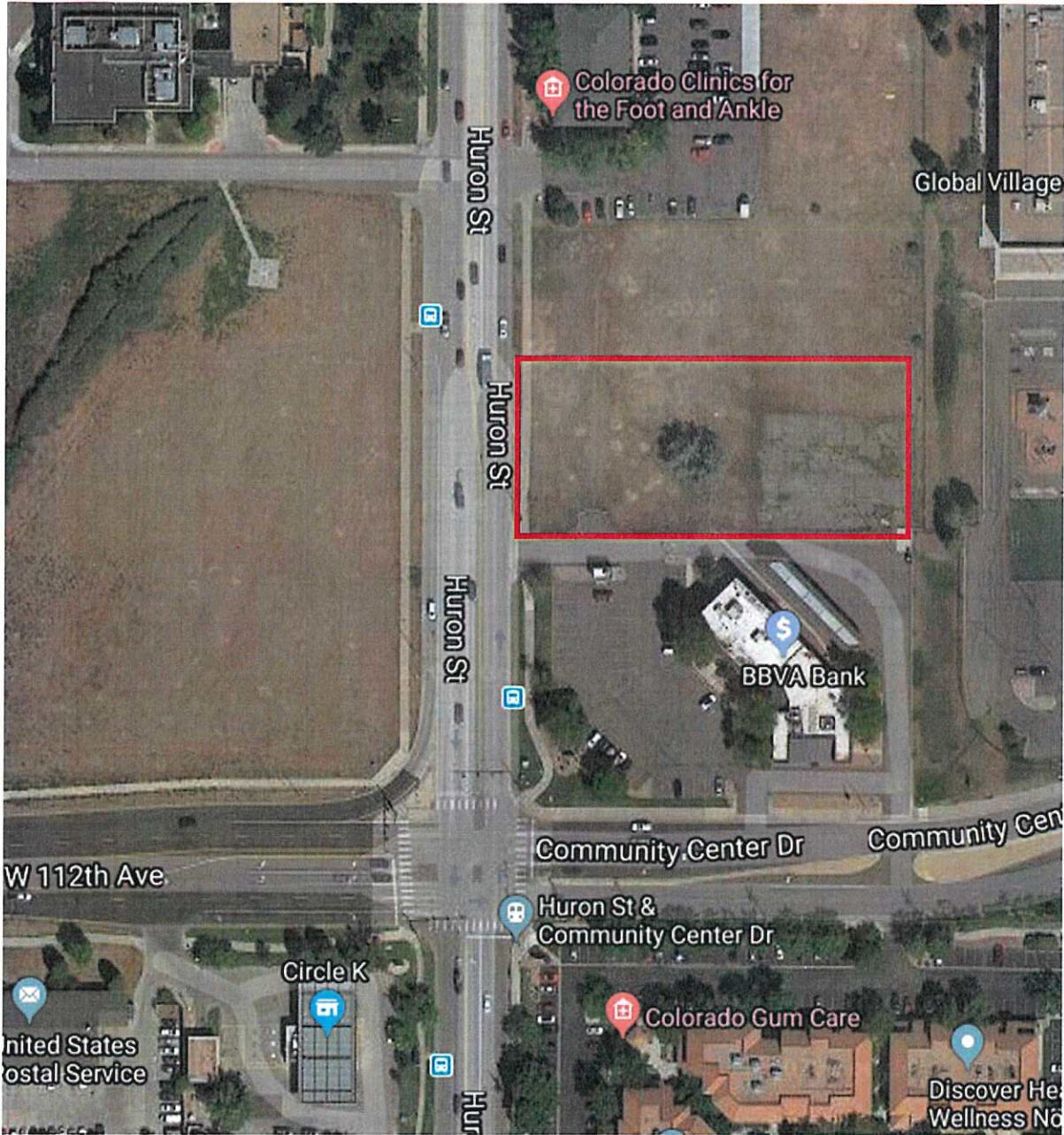
Signature of Property Owner or Authorized Representative:

Name _____ Date _____

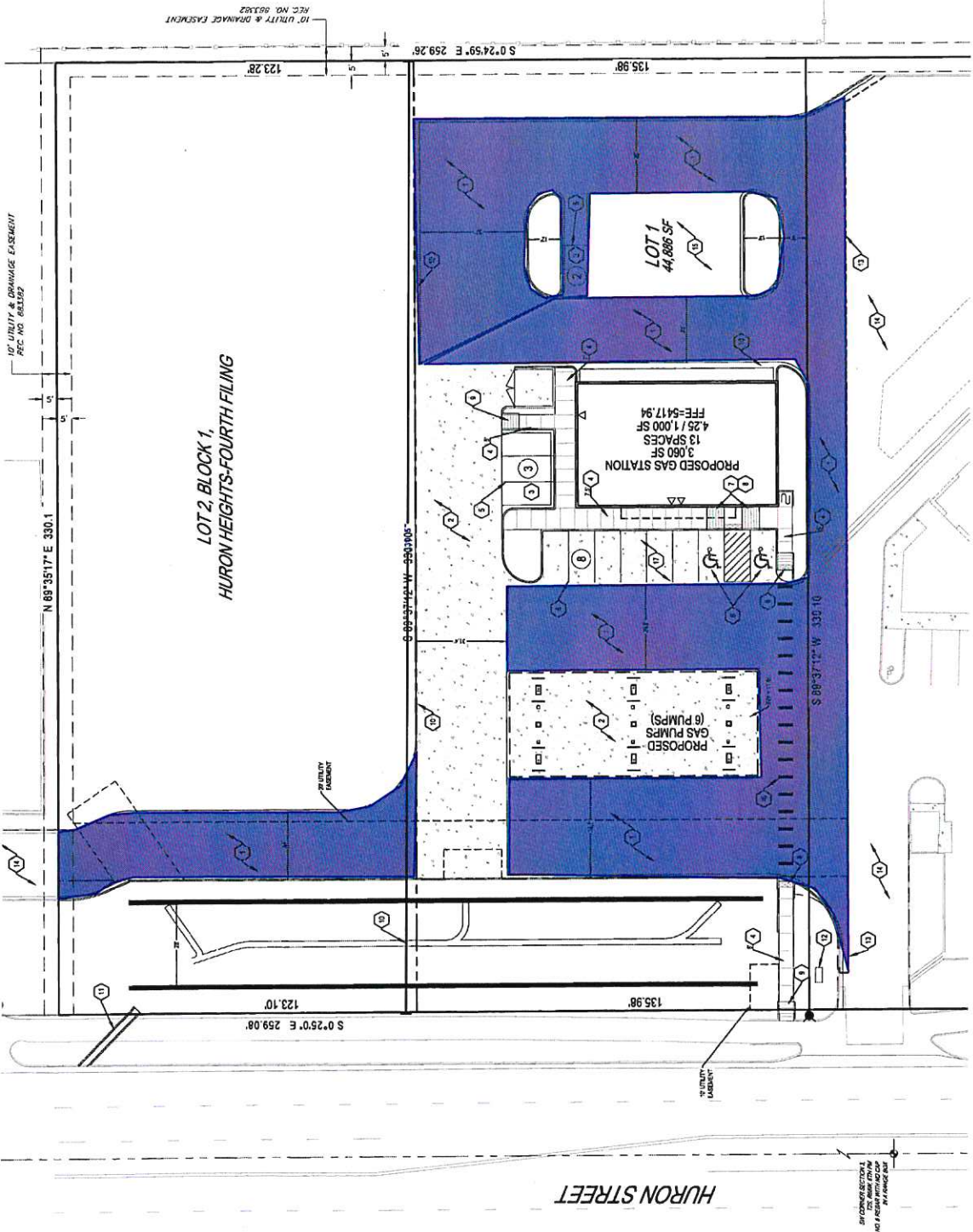
SUBMITTAL CHECKLIST

Please check all the boxes below indicating that you have included the following required documentation:

- Original Application Form
- At least one color photo of each area of the building, property and/or sign where improvements will be made prior to the improvements
- Color rendering(s) of the proposed scope of work
- Three (3) contractor bids, including a complete project description and cost estimate
- \$25 application fee payable to
- NURA Project Fact Sheet
- Completed W-9 – Request for Taxpayer ID & Certification



- 2. CONSTRUCT HEAVY DUTY CONCRETE PAVEMENT. SEE GEOTECHNICAL REPORT FOR SECTIONS AND REQUIREMENTS.
- 3. CONSTRUCT STANDARD DUTY PAVEMENT IN PARKING SPACES. SEE GEOTECHNICAL REPORT FOR SECTIONS AND REQUIREMENTS.
- 4. CONSTRUCT CONCRETE CURBS AT 12" WIDTH. SEE SHEET CS 10.
- 5. PAINT PARKING LOT STRIPING WITH WHITE TRAFFIC PAINT.
- 6. PAINT ACCESSIBLE STRIPING AND SYMBOLS. SEE SHEET CS 10.
- 7. INSTALL ACCESSIBLE PARKING SIGN. SEE SHEET CS 10.
- 8. CONSTRUCT CURB RAMP WITH DETECTABLE WARNING. SEE SHEET CS 10 AND S11.
- 9. CONSTRUCT CURB RAMP. SEE SHEET CS 11.
- 10. CONSTRUCT 2" WIDE VALLEY PAN. SEE SHEET CS 10.
- 11. CONSTRUCT 2" WIDE CURB CHASE. SEE SHEET CS 11.
- 12. MONUMENT SIGN LOCATION, SEPARATE PLANS AND PERMIT REQUIRED BY OTHERS.
- 13. SAWCUT PAVEMENT 1.5' OFF SOUTHERN LOT LINE.
- 14. EXISTING PAVEMENT TO REMAIN.
- 15. UNPAVED NATURAL BEEB AREA.
- 16. PAINT CROSSWALKS 6" LONG x 1" WIDE x 6" O.C. WITH WHITE TRAFFIC PAINT.
- 17. CONSTRUCT STANDARD DUTY CONCRETE IN PARKING SPACES. SEE GEOTECHNICAL REPORT FOR SECTIONS AND REQUIREMENTS.



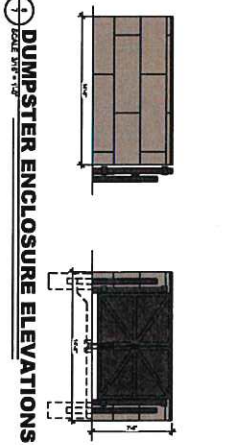
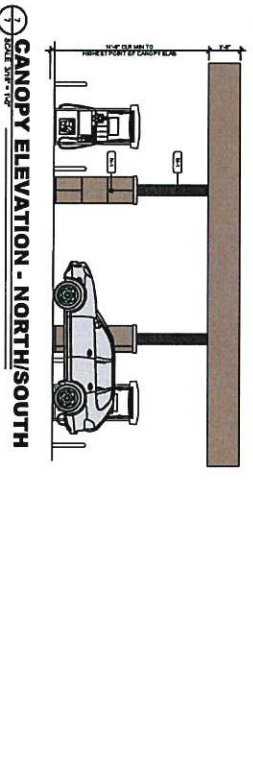
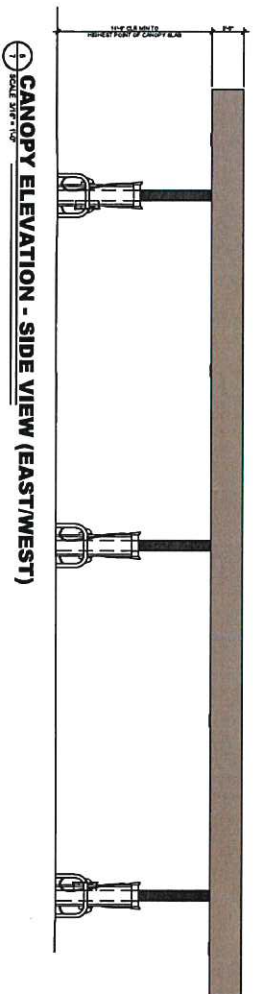
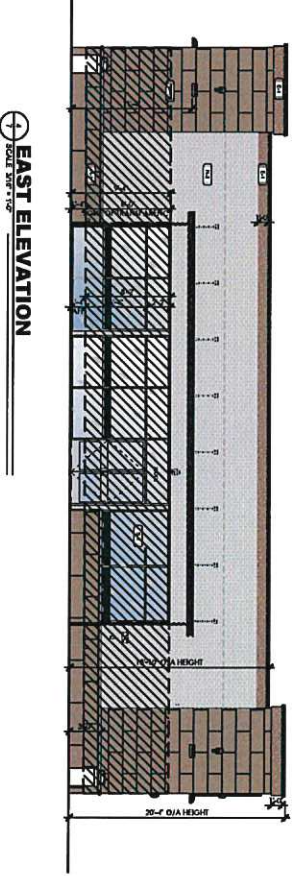
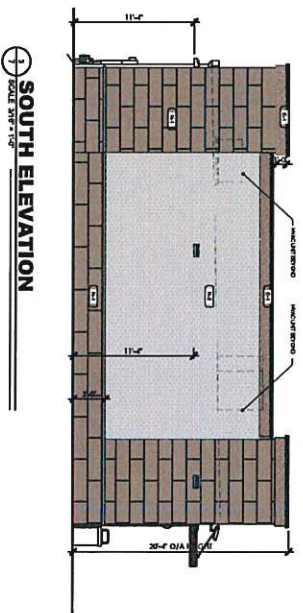
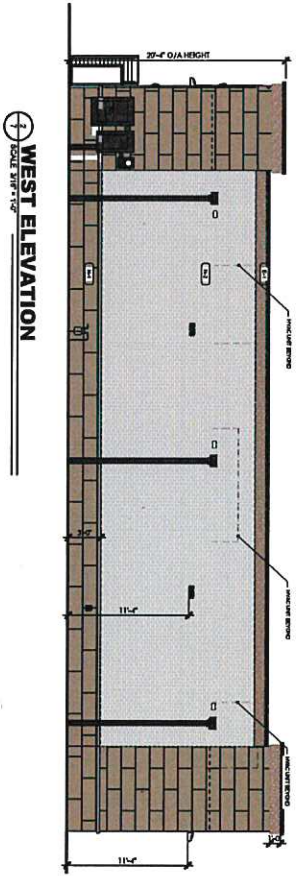
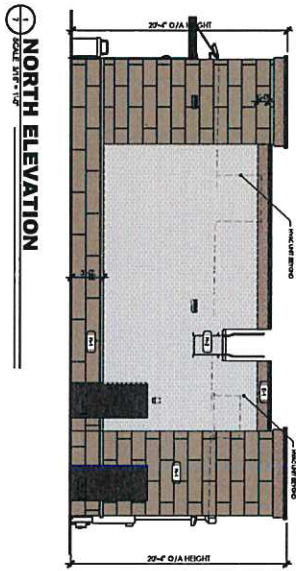
**LOT 1, BLOCK 1,
HURON HEIGHTS-FOURTH FILING**

HURON STREET

SEE GEOTECHNICAL REPORT FOR SECTIONS AND REQUIREMENTS

FINAL DEVELOPMENT PLAN 7-11

LOT 2, BLOCK 1 HURON HEIGHTS THIRD FILING
 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



- NICHIA
 ASH COCKATUZZI BROWN (N-1)
- NICHIA
 BRICK BROWN (N-2)
- ELF S.
 TPO (S-1)
- STOREFRONT
 DARK BROWN S.S. 48
 BRUSH BRONZE (S-2)
- PARAPET CAP
 20 GA. PREPARED METAL
 PAVEMENT CAP - DARK BRONZE

TRANSPARENT CALCULATIONS			
DATE	BY	REVISION	DESCRIPTION
1/11/20	MM	1	INITIAL DESIGN
1/11/20	MM	2	REVISED DESIGN
1/11/20	MM	3	FINAL DESIGN



**Mountain States
Asphalt Paving Inc.**

Contract No. 1

Date December 9,
2019

6401 Monroe Street • Commerce City, Colorado 80022
tel: 303-797-7521 • fax: 303-771-6579 • dar@mtnstatesasphalt.com

PROPOSAL SUBMITTED TO		WORK TO BE PERFORMED AT	
Name	Epic Construction Inc.	Location	# 19127 7-11- Northglenn
Street	15334 E. Hinsdale Cr., Unit 1D	City, State	Northglenn, Colorado
City, State	Centennial, Colorado 80112	Architect	
Telephone	303 840-8821	Fax	
E-Mail	bids@epic-construction.com	Contact	Nick Marinkovich

Dear Sir / Madame,

We propose to furnish all equipment, labor, and materials as necessary, subject to General Conditions of this agreement, to complete the projects you discussed with our representative, Dar Thompson.

The work performed will be as follows:

All subgrade shall be prepared by others to plus or minus 1/10th.

Asphalt Paving: Full Depth

To grade and compact approximately 2,501 Sq. Yds. in preparation for installation of Asphalt Paving.

To tack all edges and surfaces to be paved with an approved tack coat adhesive.

To pave the entire prepared area of approximately 79 Sq. Yds. with 6" of Asphalt.

To pave the entire prepared area of approximately 2,422 Sq. Sq. Yds. with 6.5." of Asphalt.

The stated price is based on one (1) mobilization. Each additional mobilization charge shall be \$1,400.00.

The total price shall be **\$ 77,920.00.**

Exclusions: Materials & compaction testing, permits, bonds, signage, subgrade preparations, silt fencing, water meter, permits & fees, traffic control, no warranty for Asphalt & Concrete finishes installed between 10/15/2018 – 4/15/2019 due to ground and ambient temperatures being below CDOT required minimums, thermoplastic or epoxy bead striping.

Subgrade: If subgrade that is not within plus or minus 1/10th tolerance and import or cut is required, it shall result in stoppage of work until the condition is corrected by others or a change order is issued to MSAP to correct deficiencies and continue work. The subgrade shall be proof rolled and approved prior to installation of Asphalt Paving. If Mountain States Asphalt Paving, Inc. is onsite to perform work and the conditions are not suitable as per above conditions, a mobilization charge of \$1,400.00 shall be charged.

Drainage: MSAP will not guarantee drainage on Asphalt areas designed with less than 2% slope.

Change Orders: MSAP will not perform change order items without written authorization by all necessary parties prior to installing additional work.



5040 Tabor Street, Wheat Ridge, CO 80033
Phone 303/462-5600 Fax 303/462-5601
Mobile 720-633-4593

December 11, 2019

BID FOR: 7-ELEVEN – 112TH & HURON ST

ASPHALT PAVING

- 1.SUBGRADE FROM +/- .10', DENSITY BY OTHERS
- 2.FINE GRADE THE SUBGRADE
- 3.FURNISH AND INSTALL 6" ASPHALT IN APPROX 80 SY
- 4.FURNISH AND INSTALL 6.5" ASPHALT IN APPROX 2455 SY

TOTAL PRICE \$ 86,900.00

PRICES GOOD FOR 30 DAYS AND THRU JULY 2020

ADD \$ 70.00/SY FOR MISC PATCHING @ EXISTING ASPHALT

INCLUDES: ONE MOVE IN

EXCLUDES: TESTING, SAWCUTTING, REMOVALS, PERMITS

QUOTE BY: Kurt Todeschi

To: General Contractor



10150 Hwy 2
Commerce City, CO 80022
Simon Holmes
Office: 720-441-5492
Mobile: 720-215-8969
Fax: 720-599-3517

Attention: Estimator
Phone:
E-Mail:
Project: 7-Eleven Northglenn
Address: Huron & 112th Ave.
Northglenn, CO
Date: 12/11/2019

ITEM#	WORK DESCRIPTION	QNTY	UNIT	PER UNIT PRICE	TOTAL
1	12" Scarify, Recompact, & Finegrade from +/- 0.10 foot	2,530	SY	\$ 3.30	\$ 8,349.00
2	Soil Sterlant	2,530	SY	\$ 0.35	\$ 885.50
3	Place 6.5" Asphalt - Heavy Duty Pavement	2,480	SY	\$ 28.35	\$ 70,308.00
4	Place 6" Asphalt - Standard Duty Pavement	50	SY	\$ 52.00	\$ 2,600.00
5	Subgrade Prep Mobilization Per Each	1	EA	\$ 2,000.00	\$ 2,000.00
6	Paving Mobilization Per Each	1	EA	\$ 1,500.00	\$ 1,500.00
7	Adjust Manholes	2	EA	\$ 600.00	\$ 1,200.00
8	Adjust Cleanouts	3	EA	\$ 250.00	\$ 750.00
Total:					\$ 87,592.50

NOTE: Subgrade to be provided at +/- 1/10th Foot with dirt to balance prior to MHP mobilization.
Pricing is based on the recommended paving sections provided in the Geotech Report from Ground Engineering dated May 21, 2019
Pricing may change once an approved pavement design is issued.

EXCLUSIONS and NOTES:

- 1 Price based on 64-22 Asphalt Cement, Grade S-Rap & SX-Rap for all paving operations.
- 2 Price excludes surveying, testing, proof rolling, engineering, permits, fees, bonds, use taxes.
- 3 Price excludes polymer modified asphalt, herbicide, crack & joint sealing, infrared patching, mill patching.
- 4 Frost removal, winter protection, traffic control, asphalt cleaning, prime coat, striping and signage are excluded.
- 5 Mile High Paving cannot guarantee complete drainage in areas with less than 2% fall.
- 6 Final Field Measurement will determine billing and payment.
- 7 Lime/flay-ash treatment, subgrade over-excavation and import/export material are excluded.
- 8 Additional Mobilizations are at the unit price shown.
- 9 Earthwork, storm water management and relocation/installation of utilities are excluded.
- 10 Price excludes sawcutting and demolition of existing asphalt.
- 11 Water for compaction to be available on site.
- 12 Price excludes cleaning and repairs of the bottom lift asphalt if requested to pave the top lift at a later date.
- 13 Pricing is valid for 30 days.

If acceptable, please sign in the space provide below and return one copy to Mile High Paving, Co.. Special attention is called to the attached Terms and Conditions, as they are a binding part of this contract. This quotation in its entirety, including all attachments, shall be included as an attachment or by reference to any other contract to which it may become a part.

Owner/Manager

Mile High Paving, Co.

Accepted By:

Submitted By:

Simon Holmes

Printed Name

Printed Name

Estimator

Title

Title

Simon Holmes

Signature

Signature

12/11/2019

Date

Date

Contract Terms and Conditions

- 1 Subgrade to be received at grade ready and compacted with proper moisture content. Fine grading from +/- 0.10' and/or recompaction are not included unless included in the scope of work.
- 2 Mile High Paving, Co. ("MHP") is not responsible for and price does not include the over excavation of soft or unstable subgrade. If requested and