

A RESOLUTION APPROVING A BUSINESS UTILITY ASSISTANCE GRANT (BUAG) WITH NNN HURON 112 LLC

WHEREAS, NNN Huron 112 LLC (the “Grantee”) is making utility 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 utility upgrade 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 UTILITY ASSISTANCE GRANT (BUAG)**

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS UTILITY ASSISTANCE 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 the utility upgrade 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 of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) for the Actual Direct Costs incurred by Grantee for the Improvements; and
3. 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

If to Grantee: Lucy Dinneen
NNN Huron 112 LLC
6400 S. Fiddlers Green Circle, Suite 1820
Greenwood Village, CO 80111

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]

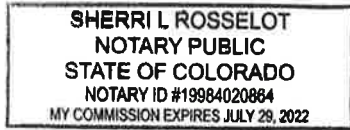
Its: Lucy L. Dinneen
Managing Director

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 Utility Assistance Grant (BUAG) 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 Email: 720-425-0582

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 users. Requesting assistance with tap fees for the 7-Eleven store.

Proposed Improvements:

Please describe the proposed improvements to the property. If applicable, include one photograph of all area(s) 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.

Utility Improvements Description:

1" water, sewer. & storm water connection charges for the 7-Eleven convenience store.

Bid information:

Bid #1: Company See City of Northglenn Connection Fees Amount \$ 26,850.00
Bid #2: Company _____ Amount \$ _____
Bid #3: Company _____ Amount \$ _____

Which company have you chosen to perform the work? Epic Construction

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: 8/14/20

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 of the city and NURA related communications and materials.

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

The applicant understands that, in the event this application is approved, a binding agreement 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 Ryan Balaban 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 Utility Assistance Grant program.

Signature of Property Owner or Authorized Representative:

Name

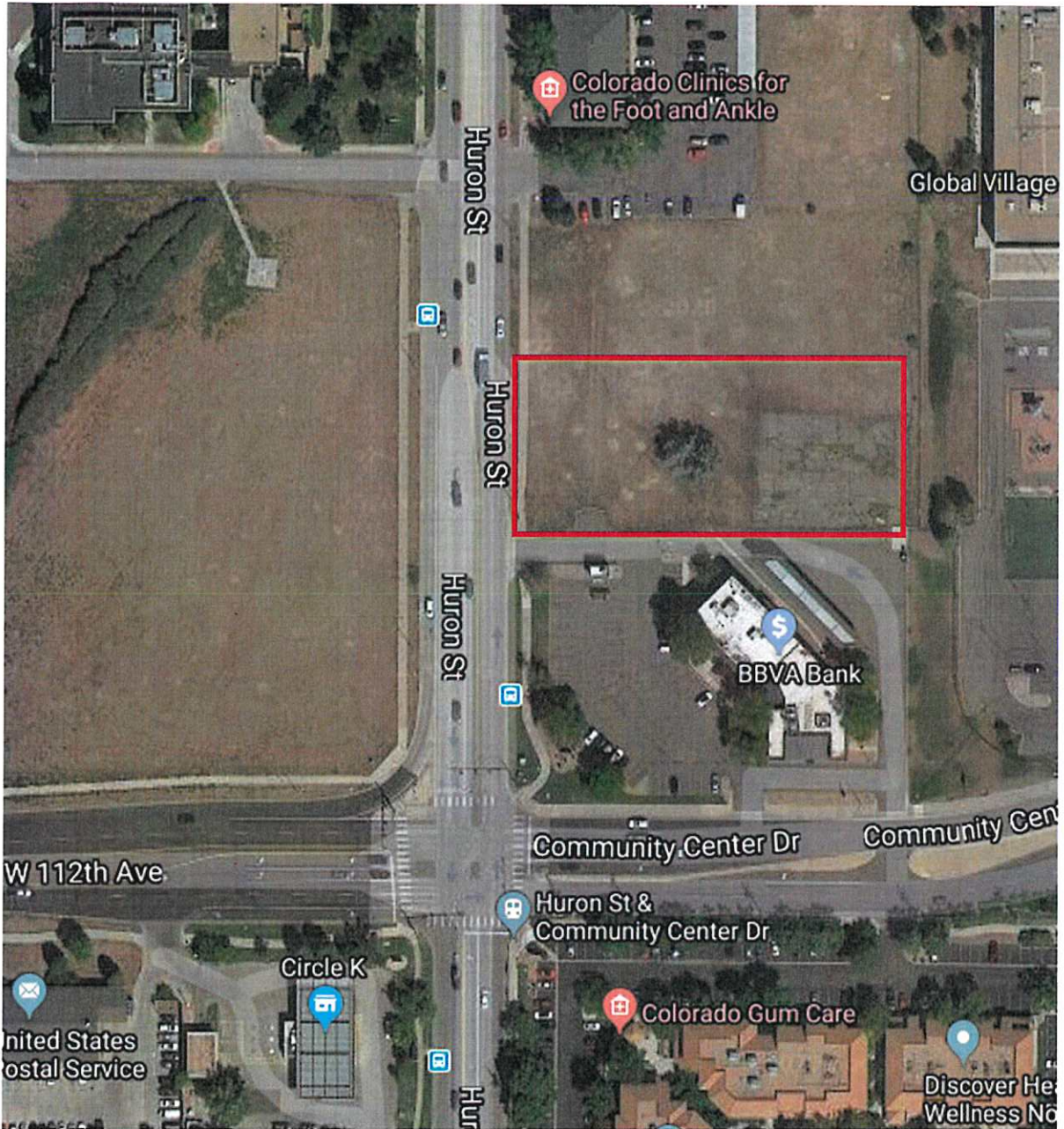
Date

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 where the improvements will be made **prior** to the improvements (if applicable)
- Color rendering(s) of proposed scope of work
- Three (3) contractor bids (including complete project description and cost estimate)
- \$25 application fee payable to NURA
- Project Fact Sheet
- Pre-Treatment Questionnaire & Approvals
- Building/Planning/Public Works Approvals (*in-process*)
- Completed W-9 – Request for Taxpayer ID & Certification

N/A



CONNECT CHARGE**RESIDENTIAL AND NON-RESIDENTIAL UTILITY CONNECTION CHARGES**

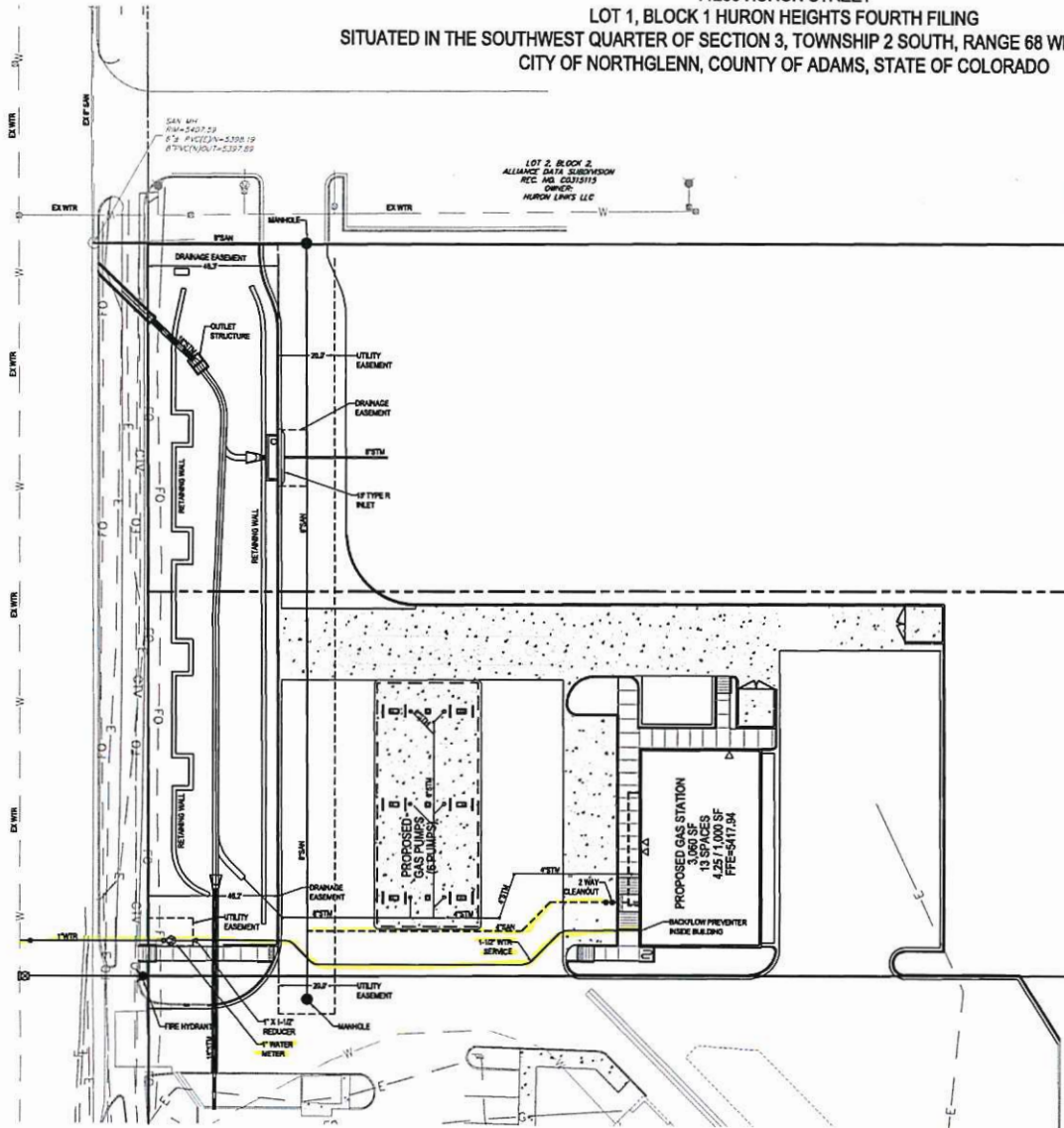
Base charges for Residential and Non-Residential Utility Connections based upon meter size.

Meter Size	Water Charge	Sewer Charge	Storm Water Facility Charge	Total
5/8" x 3/4"	\$8,075.00	\$2,550.00	\$375.00	\$11,000.00
3/4"	\$11,600.00	\$3,675.00	\$525.00	\$15,800.00
1"	\$20,600.00	\$5,500.00	\$750.00	\$26,850.00
1 1/2"	\$41,200.00	\$10,200.00	\$1,500.00	\$52,900.00
2"	\$66,500.00	\$18,500.00	\$3,000.00	\$88,000.00
3"	\$133,000.00	\$38,500.00	\$5,100.00	\$176,600.00
4"	\$255,000.00	\$71,800.00	\$9,500.00	\$336,300.00
6"	\$516,800.00	\$155,000.00	\$20,100.00	\$691,900.00

7-11 HURON STREET MINOR SITE PLAN

11250 HURON STREET
LOT 1, BLOCK 1 HURON HEIGHTS FOURTH 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

HURON STREET



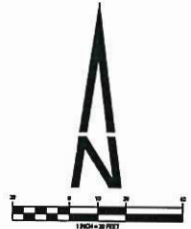
LEGEND

Symbol	Description
[Symbol]	PROPERTY LINE
[Symbol]	HANDICAP PARKING STALL
[Symbol]	PARKING COUNT PER ROW
[Symbol]	LANDSCAPED AREA
[Symbol]	SEAWALK
[Symbol]	HANDICAP RAMP
[Symbol]	FIRE HYDRANT
[Symbol]	PILE BROWAGE
[Symbol]	CONCRETE PAVEMENT
[Symbol]	EXISTING CURB AND GUTTER
[Symbol]	CURB AND GUTTER
[Symbol]	EXISTING SITE LIGHTING
[Symbol]	SITE LIGHTING
[Symbol]	EXISTING CONTOUR
[Symbol]	PROPOSED CONTOUR
[Symbol]	PROPOSED HIGH POINT
[Symbol]	PROPOSED LOW POINT
[Symbol]	PROPOSED SPOT ELEVATION
[Symbol]	DOWNSPOUT LOCATION
[Symbol]	EXISTING STORM SEWER
[Symbol]	EXISTING SANITARY SEWER
[Symbol]	EXISTING WATERLINE
[Symbol]	EXISTING ELECTRIC SERVICE
[Symbol]	EXISTING FIBER OPTIC
[Symbol]	EXISTING GAS
[Symbol]	EXISTING TELEPHONE
[Symbol]	PROPOSED SITE LIGHTING
[Symbol]	PROPOSED STORM SEWER
[Symbol]	PROPOSED SANITARY SEWER
[Symbol]	PROPOSED WATER

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION REC. NO. CO131115 OWNER: HURON LINKS LLC

FIRE FLOW REQUIREMENTS ARE 1,000 GPM.
THIS BUILDING REQUIRES 1 FIRE HYDRANTS TO MEET FIRE FLOW REQUIREMENTS. EACH FIRE HYDRANT MUST SUPPLY 1,000 GPM MINIMUM @ 20 PSI RESIDUAL PRESSURE.

CODE USED FOR ANALYSIS: 2014 IFC
OCCUPANCY GROUP: M
CONSTRUCTION TYPE: IAB
FIRE AREA: 3,089 SF.
THIS BUILDING IS NOT SPRAWLERED



JANUARY 06, 2020
UTILITY PLAN
SHEET 4 OF 8

