

PLANNING & DEVELOPMENT MEMORANDUM
#09-25

July 9, 2009

TO: Honorable Mayor Kathleen M. Novak and City Council members

FROM: William Simmons, City Manager *WAS*
James Hayes, Director of Planning and Development *JH*
Patrick Breitenstein, Acting Property Manager *PB*

SUBJECT: CR-74; Approving License Agreement with Northglenn Historic Preservation Foundation, Inc.

RECOMMENDATION:

Attached to this memorandum is CR-74, which revokes a license agreement with Northglenn Neighborhood Development Corporation (NNDC) and approves a License Agreement with Northglenn Historic Preservation Foundation, Inc. The license agreement allows the Historic Foundation to have two signs in the public right-of-way, one each on 120th Avenue and 104th Avenue. Staff recommends that CR-74 be approved.

BACKGROUND:

In 2006, by Resolution 06-51, Council granted a license agreement to NNDC allowing NNDC to place two directory signs in the public right-of-way, one each on 120th Avenue and 104th Avenue. NNDC rented space on the signs to various businesses and organizations. The rent money collected was used by NNDC to fund its programs. Only the sign at the 120th Avenue location was installed due to a limited number of interested advertisers.

NNDC has ceased operation and makes no claim to the current license or sign. The Northglenn Historic Preservation Foundation, Inc. has requested that the City license the Foundation to continue use of the existing sign and allow possible future placement of the 104th Avenue sign. The signs would be for funding raising to support the programs of the Historic Foundation.

The license may be terminated by the City with 30 days notice. The license requires the Historic Foundation, to assume all liability for the signs, to provide liability and property damage insurance, to maintain the signs and to repair any damage to the City property caused by the signs or their placement in the right-of-way.

BUDGET/TIME IMPLICATIONS:

There is no charge to the Historic Foundation for the license and to obligation of the City in relation to the license.

STAFF CONTACT:

If Council members have any comments or questions they may contact James Hayes at 303-450-8937, jhayes@northglenn.org or Patrick Breitenstein at 303-450-8742, pbreitenstein@northglenn.org.

Northglenn Historic Preservation Foundation
10950 Fox Run Parkway
Northglenn, CO 80233

July 2, 2009

City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233

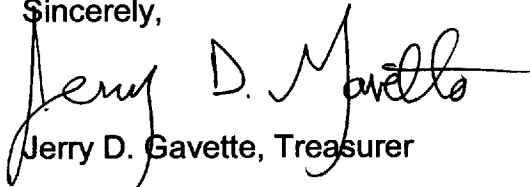
Mayor and City Council:

The Northglenn Neighborhood Development Corporation (NNDC), a non-profit 501(c)(3) organization, had a licensing agreement with the City of Northglenn. This agreement was for the advertising sign on the north side of 120th Avenue between Claude Court and Irma Drive, for which NNDC received the leasing fees for the advertising. Since the dissolution of NNDC it is the desire of the Northglenn Historic Preservation Foundation (NHPF), a non-profit 501(c)(3) organization, to enter into a similar licensing agreement with the City for the above mentioned sign and a possible second sign to be erected in the future. The leasing fees collected by NHPF would be used along with other donated and fundraising monies to preserve and enhance historic preservation endeavors within the City of Northglenn.

The members of the NHPF and the Northglenn Historic Preservation Commission are all in agreement with this proposal.

Timely consideration and action by the City Council and Mayor regarding the licensing agreement with NHPF will be greatly appreciated.

Sincerely,



Jerry D. Gavette, Treasurer

Northglenn Historic Preservation Foundation

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-74
Series of 2009

Series of 2009

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT ON BEHALF OF THE CITY OF NORTHGLENN, COLORADO, WITH THE NORTHGLENN HISTORIC PRESERVATION FOUNDATION, INC., AUTHORIZING CONSTRUCTION OF TWO PROMOTIONAL SIGNS IN THE 104TH AVENUE RIGHT-OF-WAY AND/OR THE 120TH AVENUE RIGHT-OF-WAY, RESPECTIVELY, FOR THE BENEFIT OF THE NORTHGLENN HISTORIC PRESERVATION FOUNDATION, INC. AND TERMINATING THE EXISTING LICENSE AGREEMENT WITH THE NORTHGLENN NEIGHBORHOOD DEVELOPMENT CORPORATION

WHEREAS, the Northglenn Historic Preservation Foundation, Inc. (the "Foundation") has requested a revocable license to construct promotional signs for itself and its business partners in the locations specified in the License Agreement attached hereto as **Exhibit A**; and

WHEREAS, the City Council of the City of Northglenn has reviewed the License Agreement and wishes to grant the License to the Foundation and revoke the existing license for the same locations previously granted to the Northglenn Neighborhood Development Corporation ("NNDC").

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

Section 1. The License Agreement between the Foundation and the City of Northglenn, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute the agreement on behalf of the City of Northglenn.

Section 2. The Revocable License Agreement between the City of Northglenn and the NNDC dated March 23, 2006, is hereby revoked.

DATED at Northglenn, Colorado, this _____ day of _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT A - CR74
REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made this 9th day of July, 2009, by and between the City of Northglenn, Colorado (the "City") and the Northglenn Historic Preservation Foundation, Inc. ("Licensee").

For and in consideration of the sum of Ten dollars (\$10.00) paid by the Licensee to the City, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Licensee owns the property more particularly described in **Exhibits A and B**, attached hereto and incorporated herein by this reference, and desires to obtain a License to occupy and use the property more particularly described and depicted in **Exhibit C**, attached hereto and incorporated herein by this reference (the "Property"). Subject to all the terms and conditions hereto, the City hereby grants to Licensee a license to occupy and use the Property for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used and occupied by the Licensee for the purpose of constructing and maintaining two signs, one to be located in the City's 104th Avenue right-of-way (as described in **Exhibit A**) and the other to be located in the City's 120th Avenue right-of-way (as described in **Exhibit B**) and each more particularly described and depicted in **Exhibit C**.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, which shall be no less than thirty (30) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition by Licensee.

SECTION 4. MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair any fixtures or structures constructed, placed, operated or maintained on the Property and, within thirty (30) days of termination of this Agreement, shall remove such fixtures.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The City shall notify Licensee immediately upon discovery of any damage to the Property. Licensee shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the City.

SECTION 6. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless the City, its officers, employees and insurers, from and against all liability, claims and demands arising out of the placement, use and operation of the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the City of Northglenn as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of one hundred fifty thousand dollars (\$150,000.00) per person and six hundred thousand dollars (\$600,000.00) per occurrence. A Certificate of Insurance showing the City as an additional insured thereon shall be provided to the City within thirty (30) days of execution of this Agreement. The *failure* to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City:

City of Northglenn
Attn. City Manager
P.O. Box 330061
Northglenn, CO 80233-8061

To Licensee:

Northglenn Historic Preservation Foundation, Inc.

SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the City.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

CITY OF NORTHGLENN, COLORADO

By: _____
KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**HISTORIC PRESERVATION FOUNDATION,
INC.**

By: Joe Downing
Its: _____

Title: chair



W 104TH PL

Proposed Historic Preservation Foundation Sign

W 104TH AVE

Santiagos Sign

Rotary Sign

Hillcrest Center Identification Sign

PECOS ST

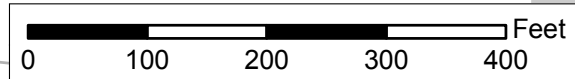
SPANGLER DR

W 103RD PL

EXHIBIT A - HPF LICENSE AGREEMENT

THE CITY OF NORTHGLENN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY OR SUITABILITY OF THIS DATA. THE CITY OF NORTHGLENN DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION, AND THE USER FURTHER AGREES TO HOLD THE CITY OF NORTHGLENN HARMLESS FOR ANY LOSS, DAMAGE, OR INJURY ARISING OUT OF THE USE OF THE GIS MAP AND ANY OTHER RELATED DOCUMENTS.

Prepared: July 2, 2009
File: 104th_sign.mxd





RACE ST

EXHIBIT B - HPF LICENSE AGREEMENT

Karl's Farm Dairy Sign

Proposed Historic Preservation Foundation Sign

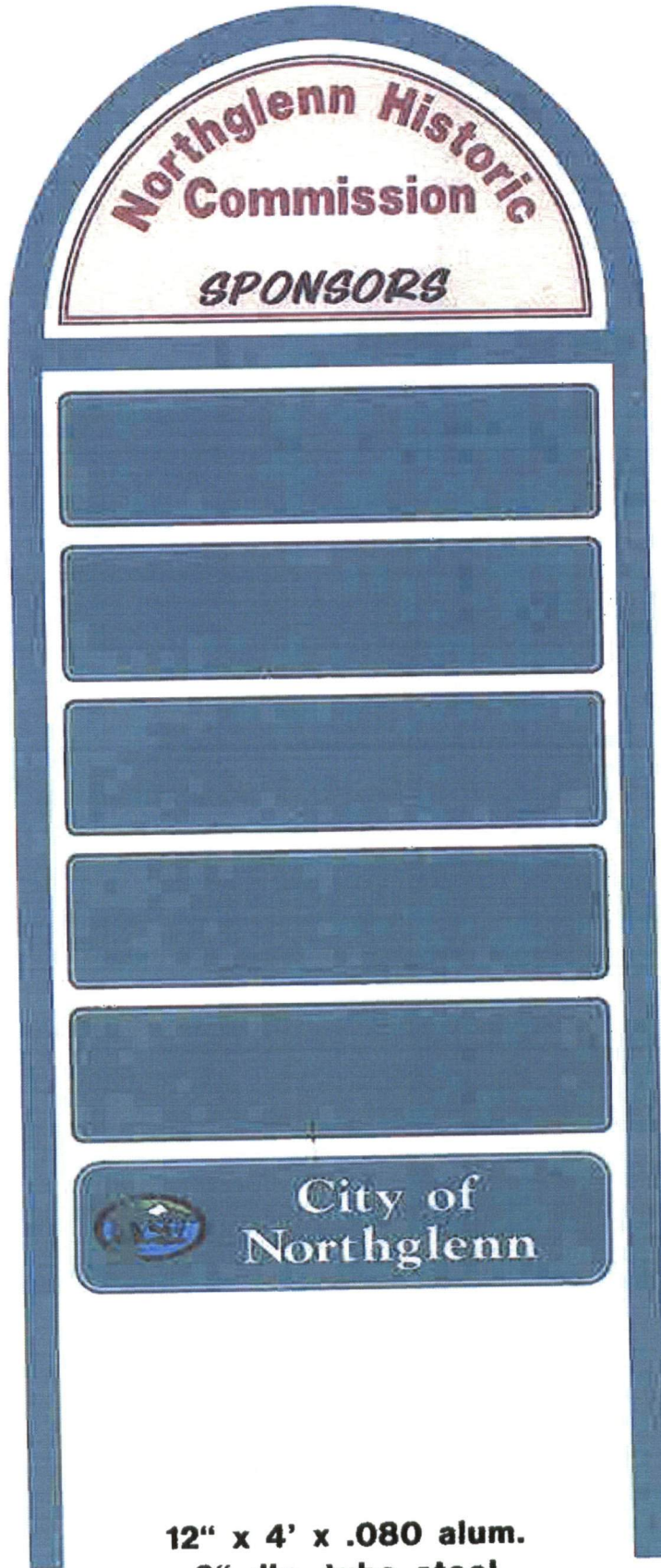
E 120TH AVE



0 100 200 300 400 Feet

THE CITY OF NORTHGLENN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY OR SUITABILITY OF THIS DATA. THE CITY OF NORTHGLENN DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION, AND THE USER FURTHER AGREES TO HOLD THE CITY OF NORTHGLENN HARMLESS FOR ANY LOSS, DAMAGE, OR INJURY ARISING OUT OF THE USE OF THE GIS MAP AND ANY OTHER RELATED DOCUMENTS.

Prepared: July 2, 2009
File: 120th_sign.mxd



12" x 4' x .080 alum.
3" dia. tube steel