RESOL	LITION	
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N/21-13	
Series of 2021	

## A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH 2<sup>ND</sup> TIME SPORTS

WHEREAS, 2<sup>nd</sup> Time Sports (the "Grantee") is making improvements to the property located at 11295 Washington St., Unit C, Northglenn, CO 80233 (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:

<u>Section 1.</u> The Incentive Agreement attached hereto as **Exhibit A** is hereby approved for up to Five Thousand Three Hundred Twenty Dollars and Seventy-Nine Cents (\$5,320.79) and the Chair is authorized to execute the same on behalf of the Authority.

	DATED this	day of	, 2021
			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 \_\_\_\_\_, 2021, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and 2<sup>nd</sup> Time Sports (the "Grantee") (individually a "Party" or collectively the "Parties").

#### WITNESSETH

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 11295 Washington St, Unit C., Northglenn, CO 80233 (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 Five Thousand Three Hundred Twenty Dollars and Seventy-Nine Cents (\$5,320.79) 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:
- 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:

- 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 Five Thousand Three Hundred Twenty Dollars and Seventy-Nine Cents (\$5,320.79) 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 January 14, 2022.

### 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 Enewsletter, 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. <u>Governing Law and Venue</u>. 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. <u>No Waiver</u>. 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. <u>Integration</u>. This Agreement and any attached exhibits constitute the entire Agreement between Grantee and NURA, superseding all prior oral or written communications.
- D. <u>Third Parties</u>. There are no intended third-party beneficiaries to this Agreement.
- E. <u>Notice</u>. 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: Anita Adam

2<sup>nd</sup> Time Sports

11295 Washington St., Unit C

Northglenn, CO 80233

Either party may change such notice address upon prior written notice to the other party.

- F. <u>Severability</u>. 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. <u>Modification</u>. This Agreement may only be modified upon written agreement of the Parties.
- H. <u>Assignment</u>. 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. <u>Governmental Immunity</u>. 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. <u>Rights and Remedies</u>. 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. <u>Subject to Annual Appropriations</u>. 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 Executive Director	Date			
APPROVED AS TO FORM:				
Jeff Parker NURA Attorney				

	2 <sup>nd</sup> Time Sports
	By Mata & Jedon
	Its: Munager
STATE OF COLORADO	)
COUNTY OF AdamS	) \$\$. )
The foregoing instrument day of	was subscribed, sworn to and acknowledged before me this, 2021, by Anda Adam as Manager of
My commission expires: 7	7/17/2025
(SEAL)	Notary Public
SHANNON FIELDS Notary Public State of Colorado Notary ID # 20174029795 My Commission Expires 07-17-2	
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## **Business Improvement Grant (BIG) Application Form**

Name of Applicant: THE ADAM CORPORATION
Name of Business: 2ND TIME SPORTS
Address of Business: 11295 WASHINGTON ST, UNIT C, NORTHGLENN, CO 80233
Mailing Address (if different than business):
Phone Number: <u>720-245-7295</u> Cell Number: <u>720-545-7714</u>
E-mail Address: 2TSMANAGER@GMAIL.COM
Type of Business: RETAIL SPORTING GOODS STORE
Applicant is the: ☐Property Owner ☐Business Owner ☐Other
How many years has the business been in existence? g
How long has the business been operating at the current location? <u>1YR 3 MOS</u>
When does your current lease expire? APRIL 2025
If lease expires in less than two years, please explain the circumstances:
Property owner's name (if different from applicant): THE COURTS LLC
Property owner's address: 11295 WASHINGTON ST, UNIT A, NORTHGLENN, CO 80233
Property owner's phone number: (303) 426-8787
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?
WE ARE SEEKING BETTER EXPOSURE TO THE DRIVE BY CUSTOMERS AS WELL AS EASIER SIGN SIGHT FOR
PEOPLE COMING SPECIFICALLY TO US. THEY CAN GET DISORIENTED WHEN THERE IS TOURNAMENTS
GOING ON AT THE COURTS.

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.

**<u>Three</u>** 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:	
New larger sign with "SPORTING GOODS" lit up at night. The	e quality of the graphics goes wi
the new building for better asthetics all around.	
Bid information:	
Bid #1: Company_BSC SIGNS	Amount \$ 10641.57
Bid #2: Company_GREYHAWK SIGNS	Amount \$ 6855.16
Bid #2: Company_SIGNARAMA	Amount \$ 13915.0
Which company have you chosen to perform the work?	BSC SIGNS
s this company licensed to perform work in Northgle	enn? Yes ✓ No
Budget & Timing:	c' ¬
Fotal overall proposed project budget: \$_ <del>12000.00</del> ढे <u>।०,७५</u> ०,५	51
Fotal amount of funding assistance being requested: \$_ <del>6</del> 000 <del>.0</del>	10 \$ 5 <i>320.</i> 79
Desired completion date: APPROX 6-8 WEEKS	
Authorization: The applicant authorizes the Northglenn Urban Renewal Authorian approved project, including but not limited to, displaying a Nor sticker at the site during and after construction, and the use descriptions in city and NURA related communications and ma	NURÀ grant program sign of photographs and
The applicant understands that NURA reserves the right to ma of the Business Improvement Grant program as warranted.	ake changes in the conditions
The applicant understands that, in the event this application is commitment must be signed and recorded. The applicant no completed project prior to the release of grant funds.	
Signature of Applicant Anita Adam	Date 6/29/2021
21Page Business Improvement Grant Applicat	

Property Owner Authorization: f the applicant is not the property owner, please have the property owner epresentative review and co-sign this application below.	or an authorized
As owner of property at 11295 WASHING FOO ST. eviewed the above application and authorize the operator of ZNA TIME	(address) I have
business name) at said address to perform improvements described a he NURA Business Improvement Grant program.	
Signature of Property Owner or Authorized Representative:	
Lay JOHN WRAY	7 7 21
Name	Date
SUBMITTAL CHECKLIST	
Please check all the boxes below indicating that you have included the fo	llowing
required documentation:	
Original Application Form  At least one color photo of each area of the building, property a improvements will be made prior to the improvements	and/or sign where
Color rendering(s) of the proposed scope of work	
Three (3) contractor bids, including a complete project descrip-	tion and cost estimate
\$25 application fee payable to	
NURA Project Fact Sheet	
Completed W-9 – Request for Taxpayer ID & Certification	





NOTE: This is a DRAFT mock-up intended to represent a proof of concept only. This mock-up is not intended to be a final representation of product or to be used for manufacturing specification.

OB NAME 2ND TIME SPORTS RFQ CHARLIE COIL DESIGNES Paul Hemandez DATE 06/03/21

Signarama 4665 Paris St. B-211, Denver, CO 80239 • Office: 720-996-2570 • Fax: 720-414-3428 • www.Signarama-NorthDenver.com

PAGE

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84-1487394

**BSC Signs** 7245 W 116th Pl Broomfield, CO, 80020 USA Phone: (303)-464-0644 www.bscsigns.com sales@bscsigns.com



**Quote Submitted To:** 

2NDTIME001 2ND Time Sports Attn: Anita Adam 11295 Washington St. Phone: (720) 245-7295

2ndsportsco@gmail.com

Fax:

Email

Ext.

**Job Name and Location** 

2ND Time Sports 11295 Washington St. Thornton, CO 80233 USA

Thornton, CO 80233 USA

Quot 0279		ns Contact MattW	Page Page 1 of 4
Quantity	Description	Unit Price	Extended Price
Quantity	Description .	OTHET FIGO	Exterior 1 1100
1	Permitting Acquisition: BSC to obtain necessary permits needed to manufacture and install all proposed exterior products.	\$298.72	\$298.72
1	Permit Fees: **Line item pricing will change** Any fees/charges from the city, county, or design reviews will be passed onto the customer (at cost) onto the final invoice.	\$0.00	\$0.00
° <b>1</b>	Engineering (Per channel letter sign): Stamped drawings provided by licensed professional engineer	\$438.08	\$438.08
1	Fabricate: Option 3 SIGN 1 - 30' 8 1/8" X 5' 6" - FRONT LIT PAN CHANNEL LETTERS TO READ "LOGO SPORTING GOODS" WITH BLACK RETURNS AND TRIM CAP. WHITE FACES W/TRANS RED, TRANS MANGO, AND BLACK VINYL. 3/8" THICK ACRYLIC FCO'S PAINTED PMS 7687 TO READ "NEW & USED BUY SELL TRADE WITH BULLETS"	\$4,424.88	\$4,424.88
1	Fabricate: Option 3 3/8" THICK ACRYLIC FCO'S PAINTED PMS 7687 FLUSH MOUNTED.	\$1,810.16	\$1,810.16
1	Install: Option 3 SIGN 1 - 30' 8 1/8" X 5' 6" - FRONT LIT PAN CHANNEL LETTERS BLACK RETURNS AND TRIM CAP. WHITE FACES W/ TRANS RED, TRANS MANGO, AND BLACK VINYL. 3/8" THICK ACRYLIC FCO'S PAINTED PMS 7687 FLUSH MOUNTED. REMOVE EXISTING CABINET AND INSTALL NEW SIGNAGE.	\$2,721.59	\$2,721.59
	PRICE INCLUDES TECH SURVEY.		
*1	Final electrical hook up (per electric sign): BSC to perform final connection from sign to primary power. Dedicated primary circuit must be within 5ft of the sign (voltage and amperage of 120-277 volts AC is suitable).  **Obtaining primary power from breaker panel to sign area is not included in this price**  **Time management is not included in this price**  **Client has the option to use their own electrician for final connections, please let your salesperson know if you choose to do this**	\$402.57	\$402.57
1	A final inspection fee will be added onto the final invoice if the city requires BSC to meet a city/county inspector onsite after signage is has been installed and connected to primary power. An inspector typically will have to check for adequate UL labels, switches, MOA, wiring methods, weep holes, access to power supplies, etc, and will typically require a tech or electrician to be onsite. If the city/county inspector is late or reschedules while BSC is onsite, additional fees may incur for lost time and will be added @ the rate of \$132.44/hr.	\$0.00	\$0.00

Quote #	Quote Date	Ship Via	Ship Date	Due Date	Payment Terms	Contact	Page
027934	7/2/2021				Net 7	MattW	Page 2 of 4
1 Per BS	SC Signs Design ID	#4045028081 -	Sign 1 - Option 3	3 - Dated 2/1/21		\$0.00	\$0.00
Client (Signature	ə)·		Date:			Taxable:	\$6,235.04
Cheffe (Signature	-/		Date			NonTaxable:	\$3,860.96
Client (Print Nan	mal·					SalesTax:	\$545.57
Cheffe (i Title Wall	ne)					Freight:	\$0.00
						Misc	\$0.00
						Total:	\$10,641.57

### **Estimate**



Greyhawk Signs, LLC 6229 S Santa Fe Drive Littleton, CO 80120

ph. 303-946-0124

fax

email: sales@greyhawksigns.com

Estimate:

5340

Printed

6/15/2021 7:40:25AM

Description: 2nd Time Sporting Goods Wall Sign

Prepared For: Anita Adam

Company: 2nd Time Sports

Estimate Date: 6/15/2021 7:36:28AM

ph: (720) 245-7295

email: 2tsmanagen@gmail.com

Dear Anita:

Thank you for considering Greyhawk Signs for your sign needs. The quote we discussed is attached below. If you have any questions, please call me at 303-946-0124.

Sincerely,

Robert Alexander

Product	Font	Qty Sides	Height	Width	Unit Cost	Item Total
1 Channel Letters		1 1	60	288	\$3,809,00	\$3.809.00

Color:

Description: Logo-Non Lighted Logo Box. White Acrylic Face With First Surface Premium Vinyl. Standard Trimcap,

Standard Returns. Sporting Goods-Front Lit Channel Letters. Red Acrylic Faces. Red LED. Standard

Trimcap, Standard Returns. UL Rated. 1/2 " Acrylic Letters-New & Used. Buy .Sell .Trade

Text: New & Used Sporting Goods. Buy Sell Trade with Logo.

Product	Font	Qty Sides	Height V	Yidth Unit Cost	item Total
2 Installation		1 1	1	1 \$2,445.00	\$2,445.00

Color:

Description: Install One Building Sign Per Approved Drawing. Take Down Existing Cabinet

Text:

Product	Font	Qty Sides	Height Width	Unit Cost	Item Total
3 Permit Prep		1 1	1 1	\$325.00	\$325.00

Color:

Description: Prepare Sign Drawings. Prepare Sign Permit Application. Secure Sign Permits

Text:

#### Notes:

This estimate is good for 30 days and is subject to credit approval. This job requires a deposit with this signed estimate before job is started and balance is due when job is completed. Any changes made to this estimate after estimate is signed may result in an extra charge. Past due invoices with the subject to property liens, collection costs, cour fees and interest. This sign remains the property of Greyhawk Signs, LLC until paid in full. All warranties are not and void if job is not paid in full. This estimate does not include any work that must be performed by a licensed electrician. This estimate does not include the cost of the sign permit. This estimate is bound by the terms and conditions listed on our website.

Deposit Required: \$3,770.34

Line Item Total:

Subtotal:

Taxes:

Total:

Tax Exempt Amt:

The products contained in this estimate carry a one (1) year warranty on parts and labor with the exception of standard manufactured tamps.

> Company: 2nd Time Sports 11295 Washington St Northglenn, CO 80233

Received/Accepted By:

I = I

\$6,579.00

\$2,770.00

\$6,579.00

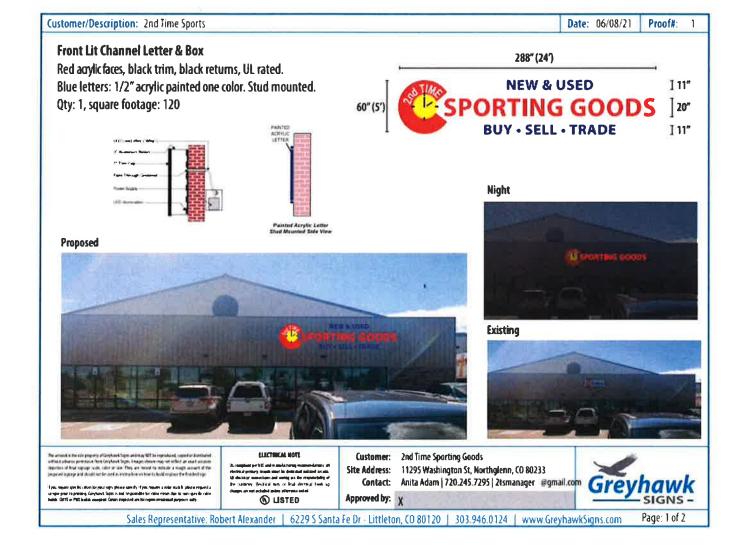
\$6,855.16

\$276.16

SIGNS THAT GET RESULTS!









ESTIMATE EST-2523

Payment Terms: Cash Customer

The way to grow your business www.signarama-northdenver.com

Created Date: 6/3/2021

**DESCRIPTION:** Exterior Channel letters w/ logo

Bill To: 2nd Time Sports

11295 Washington St

Unit C

Denver, CO 80233

US

Pickup At: Signarama of North Denver

4665 Paris St. Unit B-211

Denver, CO 80239

US

Salesperson: House North Denver

Requested By: Anita Adam

Email: 2tsmanager@gmail.com

Work Phone: (720) 245-7295

NO.	Product 5	Summary	QTY		UNIT PRICE	AMOUNT
1	Channel L	etter Sign	1		\$11,635.00	\$11,635.00
	Chanr	nel Letters  (1) Internally Illuminated Channel Letters Sporting Goods 24" letters Face 3/16" Red Acrylic Trimcap: 1" Red Returns: 5" Red Lighting: White LEDs Raceway: Painted to match building Color: TBD crylic Letters Cut out Acrylic Letters New & Used Buy - Sell - Trade 12" letters 3/8" blue acrylic backer mounted  FCO acrylic with digital print 3/8" acrylic colors TBD	on Raceway			
2	Channel I	Letter Installation Installation of Channel Lettering to buildi connection assumes there is existing elec then 5' from installation point. If addition maybe assessed at the conclusion of the	ctrical power stubl nal electrical conne	oed out behind fascia ections are required a	and not more dditional fees	\$1,575.00

		additional work is initiated. Includes removal of old sign			
3	Permit Ac	quisition 1	\$400.00	\$400.00	
	<ul> <li>Permit acquisition fee covers the process of submitting for the sign permit including collection and/or creation of all necessary documents required by the municipality. If a USE Permit is required and Signarama North Denver has to get involved in the submission process additional fees may be assessed. NOTE: Any fees imposed by the city as a result of issuing the sign permit will be outlined and added to the final or subsequent invoice.</li> </ul>				
			Subtotal:	\$13,610.00	
Please note that this estimate comes with two design revisions. If more revisions are needed, addition design labor may be added to the final invoice.			Taxes:	\$305.00	
		ded, addition design labor may be added to the final invoice.	Grand Total:	\$13,915.00	
			Denosit Required:	\$6,957,50	

Get this for as little as \$514.86 per month. Ask us for details.

~0%

Estimate is valid for 30 days.

Signature:	Date:

WE OFFER FINANCING! Ask us how!