

**NURA MEMORANDUM**  
**#17-11**

**DATE:** November 8, 2017

**TO:** NURA Board & Advisors

**FROM:** Debbie Tuttle, NURA Executive Director

**SUBJECT:** **Executive Director Report**

**PURPOSE:**

The purpose of this memorandum is to highlight several items and projects for the board's information relative to the November 8, 2017 Executive Director Report.

**Huron Center Update**

Below is a schedule update on the renovation of the Huron Center:

- **Façade:** Slated for completion in mid to late November with finishes.
- **North Side Parking Lot:** Groundwork and grading are scheduled to be done the first week of November, with asphalt and paving set for completion by mid-November.
- **South and East Side Parking Lots:** Work will immediately follow completion of the north parking lot. Ground preparation and asphalt placement is expected to be done by mid-late December in East Lot and in Early to mid-January (weather permitting) on the South side.

Please note that these are estimates, and could change based on a number of factors, including weather. To ensure that the public is informed on the project, a separate web page has been created at [www.northglenn.org/huroncenter](http://www.northglenn.org/huroncenter).

Air quality sampling was completed in the former Albertson's building, and the results were very good and no problems were detected. Another sampling will be done after the vapor intrusion system has been installed. The Redevelopment Agreement has NURA and Evergreen paying 50% each for a total project cost of \$95,000 for the vapor mitigation and intrusion system.

**Economic Development Report**

The October 2017 Council economic development report is attached for your reference. **Attachment A**

**North Gate (former Malley Heights) Improvement Project**

Evergreen Marketplace / J & B Building will be presenting to the NURA board a new project planned at the Malley Heights (North Gate). They closed on the former Par Acquisition property on October 31<sup>st</sup>. They are interested in making major \$750,000 of improvements to the property to be similar to the TGS Colorado (The Green Solution) property. These improvements would finish the revitalization of the property with a consistent design. They would like the board to consider financial assistance from NURA to assist in the exterior improvements. **Attachment B**

### **Webster Lake Promenade (WLP) Sculpture Pads**

The City, NURA and the Northglenn Arts and Humanities split the cost of the four sculptures to be designed and manufactured, and installed at WLP earlier this year. The sculptures are ready to be installed, however the original concrete pads and lights are not compatible with the sculptures that were chosen. Therefore there is an additional cost of approximately \$15,000 (with contingency) to demo the existing pads, and form and pour four new pads. Staff is recommending that we share the costs between the three entities. This would be an expense of up to \$5,000 to cover NURA's portion of this project which can be covered under the Contingency line item in the budget. Unless the board has any concerns relative to this expense, staff will process the invoice once the work has been completed. Please note that the electrical will be done in-house by Northglenn staff. **Attachment C**

### **BIG/BUAG Grant Agreement Modifications**

As agreed at the October 11, 2017 board meetings the Business Improvement and Business Utility Assistance grants have been administratively modified. **Attachment D** (BIG) and **Attachment E** (BUAG) Agreements

### **STAFF REFERENCE:**

If have any comments or questions, you may contact Debbie Tuttle at [dtuttle@northglenn.org](mailto:dtuttle@northglenn.org) at 303-450-8743.

**CITY MANAGER'S OFFICE  
MEMORANDUM 17-40**

**DATE:** October 23, 2017

**TO:** Honorable Mayor Joyce Downing and City Council Members

**FROM:** James A. Hayes, AICP, City Manager  
Debbie Tuttle, Economic Development Manager & NURA Executive Director

**SUBJECT:** **October Economic Development Report**

**Marketplace Property Purchased**

Hutensky Capital Partners (HCP) from Hartford, Connecticut purchased 439,000 square feet in the 55-acre Marketplace located at I-25 & 104<sup>th</sup> Avenue. The \$48 Million purchase included all the properties with the exception of Lowe's and the Summit buildings (Woodley/K&G/Tuesday Morning), which are owned by different entities. The City of Northglenn is excited to work with HCP in stabilizing, reenergizing and revitalizing the center. For more information on HCP visit [www.hcpfund.com](http://www.hcpfund.com).

**Annual Business Appreciation Breakfast on Oct. 27th**

The Northglenn business community is invited to the 6th Annual Northglenn Business Appreciation Breakfast at the Ramada Plaza Hotel and Convention Center on Oct. 27 from 7:00 a.m. to 9:00 a.m. Northglenn companies will be honored for their innovation, community involvement, leadership, customer service, business longevity and entrepreneurship. We will be honoring ten businesses and one individual.

**Northglenn Commercial Real Estate Update**

The table below summarizes the available Northglenn office, industrial and retail space at the end of September 2017 (Q/3) compared to previous quarters. Office vacancy rates increased from 6.2 to **8.4%**, mainly because Colorado Christian University vacated their 14,000 square foot facility. Industrial building vacancy rates decreased from 2.0% to **1.4%**, and retail vacancy rates decreased from 7.5% to **7.3%**.

Property Type	Q/3 2017 # of Properties	Q/3 2017 Total S/F	Q/3 2017 Vacant S/F	Q/3 2017 Avg. S/F Lease Rate	Q/3 2017 % Vacancy	Q/2 2017 % Vacancy	Q/1 2017 % Vacancy	Q/4 2016 % Vacancy
Office	35	680,014	61,146	\$18.42/fs	8.4 %	6.2%	5.9%	6.7%
Industrial	46	1,085,202	14,853	\$8.34/nnn	1.4%	2.0%	2.2%	2.4%
Retail	125	1,841,777	134,789	\$13.44 nnn	7.3%	7.5%	7.4%	7.7%

*Source: Historical data can vary based on revised Costar reporting methods and reclassification of properties. Sublease properties are included in the figures.*

### Office Depot Retention Project

Office Depot at the Marketplace is relocating to a portion of the former Marshall's building at the Marketplace. With the changing retail market impacted by online shopping, Office Depot wanted to downsize from their existing 30,163 square foot space. Instead of relocating from the center, they were able to retrofit existing space, and lease 17,958 square feet at the Marketplace. Their estimated opening for the new store is scheduled for late December or early Q/1 2018.

### 2017 New Business Announcements

At the end of **September**, Northglenn had a total of **935** businesses. Of that total, **727** are storefronts and **208** are home-based businesses. This year Northglenn has announced **37** new storefront businesses, reporting **300** jobs, and absorbing **123,249** square feet of office, industrial and retail space. The net business totals are listed below. Go to [www.shopnorthglenn.org](http://www.shopnorthglenn.org) for a list of all Northglenn businesses.

**YTD 2017 New Storefront\* Business Licenses**

Month Announced	New Storefront Businesses	New Employees	S/F Absorption
January	2	39	35,260
February	2	122	7,900
March	5	9	10,500
April	12	52	26,907
May	2	11	8,832
June	1	5	1,680
July	3	15	10,697
August	7	43	16,529
September	3	4	2,287
<b>TOTALS</b>	<b>37</b>	<b>300</b>	<b>123,249</b>
Closed Businesses**	9	94	37,349
<b>NET NEW TOTALS</b>	<b>28</b>	<b>206</b>	<b>85,900</b>

\* Seasonal, temporary, storage facilities, and home-based businesses are not included in the total new business figures. Businesses that change their name, but not new ownership, or new owners that do not change the name of the business are also not included in this report.

\*\* See full list of closed businesses in Attachment A.

### New Storefront Businesses

**Pinnacle Insurance and Tax, LLC** purchased the 1,667 square foot commercial building located at 725 Malley Drive. This insurance and tax service company employs one person. For more information call 303-931-6996.

**Skin Secrets & Threading, LLC** leased 2,657 square feet at 11150 Huron Street, Suite 100B. They provide facial, cosmetic and other related services and employs one person. For more information call 307-365-0185 or visit [www.skinsecretsandthreading.com](http://www.skinsecretsandthreading.com).

**Theresa Chatman Agency LLC** leased 620 square feet at 10190 Bannock Street, Suite 238. This insurance agency employs two people. For more information, call 720-949-1650 or visit [www.facebook.com/TheresaChatmanAgency](http://www.facebook.com/TheresaChatmanAgency).

**New Home-Based Businesses**

**5280 Green Clean** is a home-based cleaning service that employs one person. For more information, call 720-577-9173.

**Rodriquez Construction, Inc.** is a home-based tire installation business that employs one person. For more information, call 303-280-5888.

**Pixel Laundry** is a home-based photo retouching business that employs one person. For more information, call 818-919-0472.

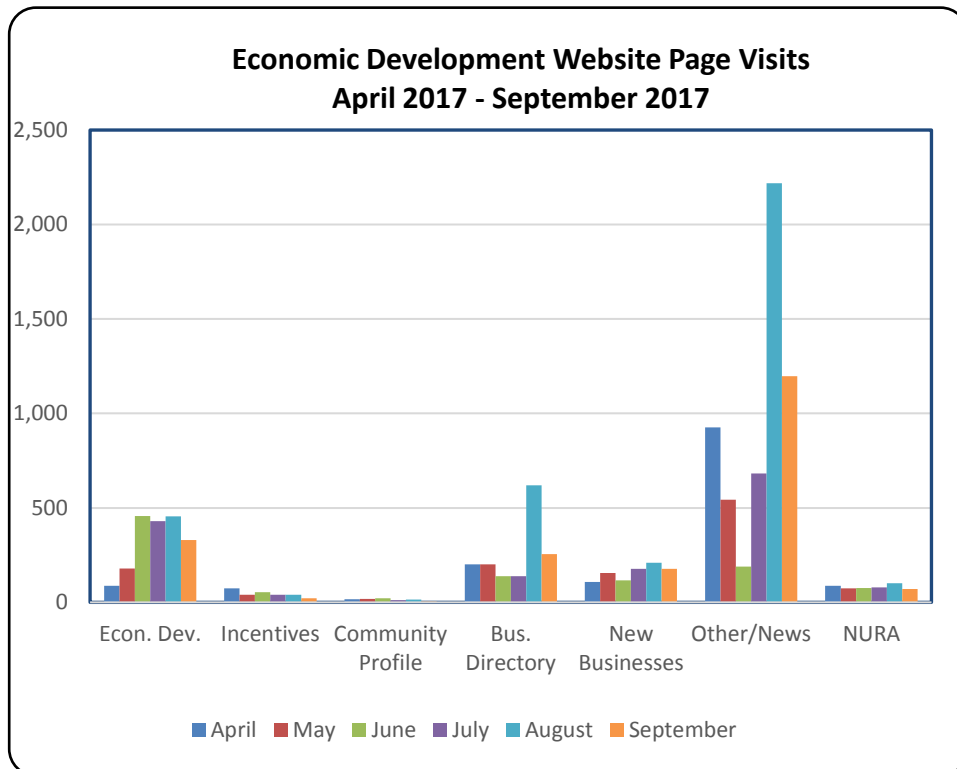
**TweetReach Snapshot**

If you have not already followed the Northglenn economic development twitter account, this is the time to do it. Please follow us @NorthglennBiz. Below is a snapshot of the Twitter activity in September.

Total Followers	New Followers	Total # of Tweets	Impressions	Engagements	Engagement Rate
122 ↑	7 ↑	7 ↓	1,961 ↓	21 ↓	1.0% ↓

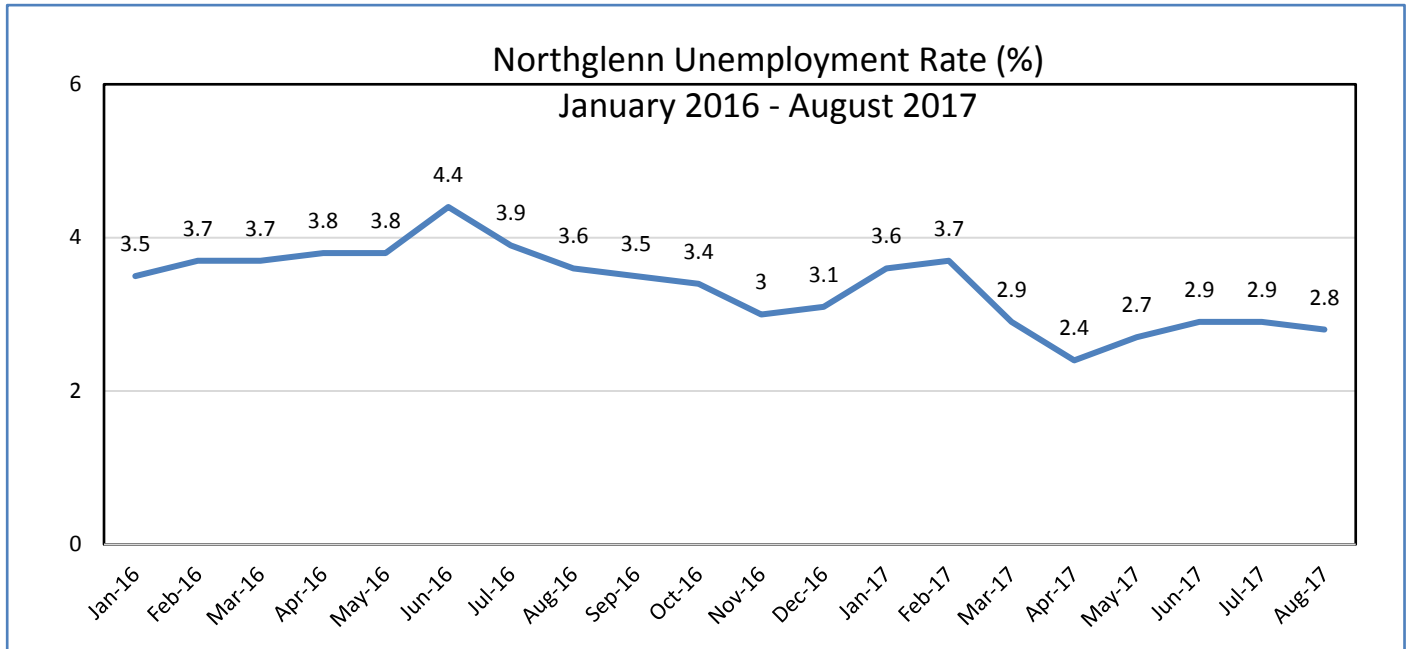
**ED Website Visits**

In September, there were **2,056** Economic Development/Business website page visits.



### Northglenn Unemployment Rate

The chart below indicates that Northglenn's unemployment rate was at **2.8%** at the end of August 2017. This rate is lower than last year at this time (3.5%). This rate is slightly down from 2.9% in July, but is higher than the state average at 2.2%, and the county average at 2.4%.



### NURA Updates

The following resolutions were approved by the NURA board at the October 11<sup>th</sup> regular board meeting:



- a. Resolution N/17-41 – Wadsworth Development Group – Business Improvement Grant (Starbucks @ 107th & Washington)
- b. Resolution N/17-42 – Wadsworth Development Group – Business Utility Assistance Grant (Starbucks @ 107th & Washington)
- c. Resolution N/17-43 – Harman Management Group – Business Improvement Grant (KFC @ 10790 Washington)
- d. Resolution N/17-44 – Harman Management Group – Business Utility Assistance Grant (KFC @ 10790 Washington)

### Staff Reference

If you have any comments or questions, please contact Debbie Tuttle, Economic Development Manager and NURA Executive Director, at [dtuttle@northglenn.org](mailto:dtuttle@northglenn.org) or call 303-450-8743.

## 2017 Northglenn Close Storefront Businesses

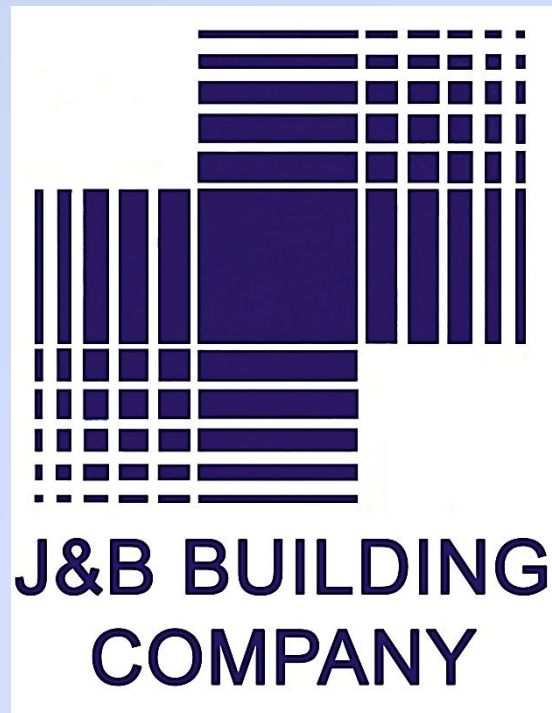
Business Name	Street#	Street Name	Start Date	Closed Date	# of Employees	S/F
Farmers Insurance - Alan Carpenter	11160	Huron Street, Suite 201A	1/1/2016	1/26/2017	2	1,535
Timothy Brown Insurance Agency Inc.	10465	Melody Drive, Suite 200	7/5/2015	3/30/2017	3	900
Summit Funding	11990	Grant Street, Suite 200	1/1/2016	3/30/2017	7	2,554
ToyTec Lifts	10650	Irma Drive, Suite 23	12/17/2007	3/31/2017	12	7,500
Kindercare Learning Centers LLC	701	W. 114th Avenue	2/8/1988	5/31/17	20	5,880
Hannah's Liquor	11215	Washington Street, Unit B	7/11/2016	7/26/2017	1	1,100
Colorado Christian University	10190	Bannock Street, Suite 200	1/2/2008	6/30/2017	44	14,000
Payless Shoesource #5731	10620	Melody Drive, Unit B	11/19/1999	7/31/2017	3	2,380
Holy Donuts Dot Coffee	980	W. 104 <sup>th</sup> Avenue	10/8/2015	8/29/2017	2	1,500
<b>YEAR END TOTALS</b>		<b>9 Companies</b>			<b>94</b>	<b>37,349</b>

\*Note: This information is based on businesses that have formally closed their business with the Northglenn tax department or reported to the Economic Development staff. Therefore, these numbers can change during the year based on when businesses report this information.

# Malley Heights Shopping Center Remodel

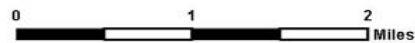
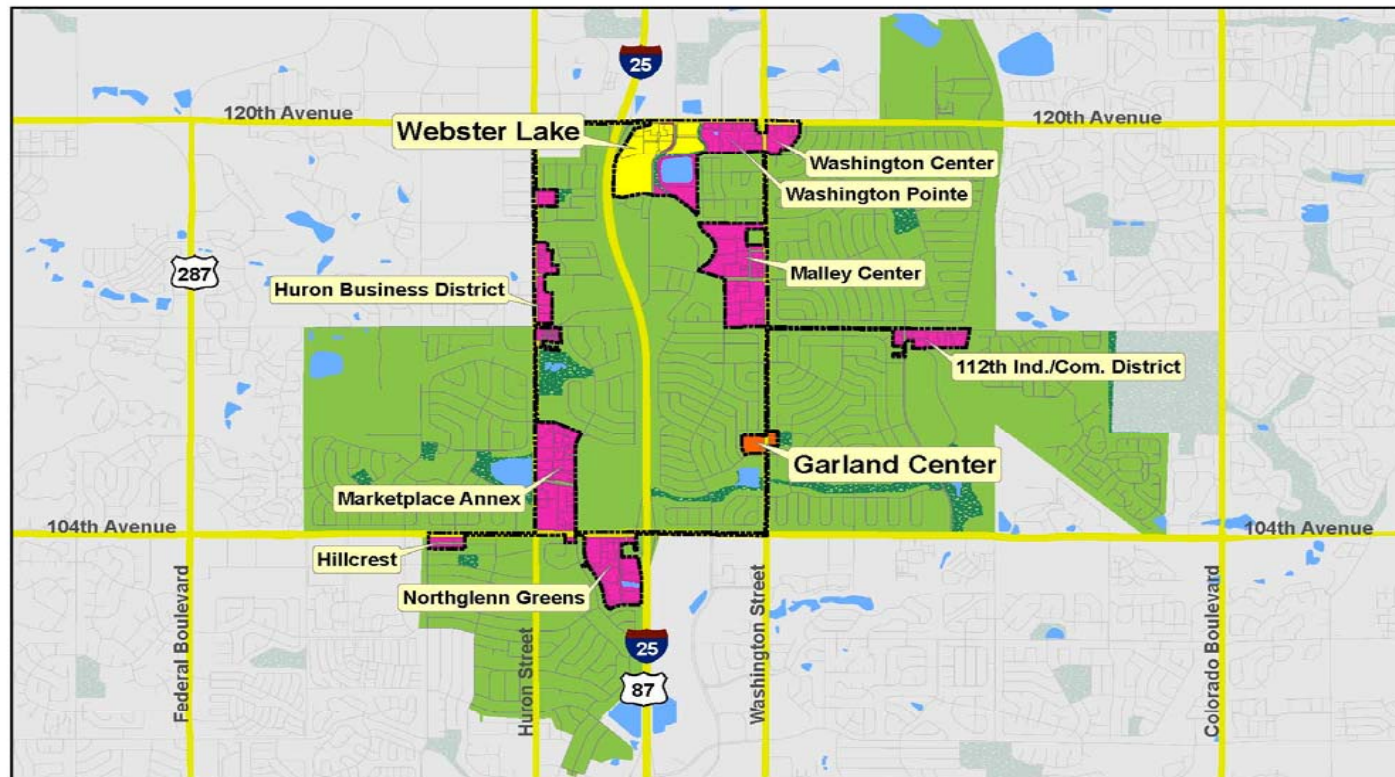


# J & B Building Company



# Northglenn Urban Renewal

## NORTHGLENN, COLORADO Urban Renewal Area 2 (URA 2)



- Webster Lake Parcels
- Garland Center Parcels
- Urban Renewal Boundary
- City of Northglenn
- URA (2)



# History



# Remodel of The Green Solution

BEFORE

AFTER



# Malley Heights Center



# Malley Heights Center



# Plans for Remodel



# Plans for Remodel





# Previous Remodels Leetsdale Center

BEFORE

AFTER



# Previous Remodels Drycreek Center

BEFORE



AFTER



# Previous Remodels Village Square



# Previous Remodels

## Village Square

BEFORE

AFTER



# Northgate Center Concept



Birdseye View



Existing View

Northgate Shopping Center Renovation Concept

# Northgate Center Concept



Site Plan

Northgate Shopping Center Renovation Concept

# Northgate Center Concept





**Northglenn Arts**

*D.L. Parsons Theatre*

11801 Community Center Drive

Northglenn, CO 80233

P: 303-450-8800

F: 303-450-8723

*northglennarts.org*

**Webster Lake Promenade**

**Sculpture Pads Contract Summary**

Project: Replace existing sculpture pads for *Native Grasses* public art project at Webster Lake Promenade. Artist CJ Rench provided engineering drawings and specs for new pads. Doug Pullen solicited bids for the concrete and electrical/lighting portions of the project. Two bids were received for the concrete and one for the electrical/lighting. Doug Pullen also worked with Safe Built for permitting.

**Prime Site Work and Concrete, Inc.**

Received September 25, 2017

Description of work:

- Demo and haul away (4) existing circular concrete pads.
- Excavate for new circular pads per set of plans.
- Form and pour new pads per set of plans.

Bid: \$13,400

Note: "Not responsible for any current electric disconnections."

**Brown Brothers Asphalt and Concrete**

Received October 18, 2017

Description of work:

- Provide barricades, portable restrooms, concrete washout equipment
- Demo and remove concrete and excavate additional soil
- If steel reinforcement is found embedded in the concrete, disposal price increases
- Subgrade repairs will be extra
- Form and pour per plans

Bid: \$14,295

Note: Extensive exclusions and potential additional fees emphasized in bid.

**Piper Electric Co., Inc.**

Received October 3, 2017

Description of work:

- Remove existing ground lighting and furnish and install (3) new LED flood lights to illuminate sculptures at the (4) locations
- Utilize existing circuitry and controls
- Two options were presented

Bid: \$14,181 - Williams Voltaire Architectural Flood Light, 36 watts, concrete base, stanchion mount

\$10,195 – Hubbell FSL LED flood light, 25 watts, mounted on RAB Mighty Post

Note: Several clarifications

**Recommendation:** Prime Site was the low bid and has full understanding of job.

Also, due the extremely high costs, Doug Pullen's crew will look at installing the lighting fixtures.



# PRIME SITE WORK AND CONCRETE, INC.

P.O. Box 417  
Parker, CO 80134  
Phone: 720-445-1606

**Date: September 25, 2017**

**Estimate For:** City of North Glenn

Doug Pullen

Office: 303-450-4000

Cell: 303-710-7375

## **Description of Work:**

- Demo and haul away (4) existing circular concrete pads.
- Excavate for new circular concrete pads per set of plans.
- Form and pour new pads per set of plans.

**Total Bid Amount: \$13,400.00**

**\*Not responsible for any current electric dis- connections.**

## **ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined below.

Signature \_\_\_\_\_

Signature 

Date of Acceptance: 10/20/17

Date and Amount of Deposit:

**NORTHGLENN URBAN RENEWAL AUTHORITY  
BUSINESS IMPROVEMENT AGREEMENT**

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and \_\_\_\_\_ ("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;

**WHEREAS**, such redevelopment may be made and encouraged by granting financial assistance to persons who reside within NURA boundaries, to businesses within the NURA boundaries, and to owners of property within NURA boundaries;

**WHEREAS**, Grantee desires to improve the property located at \_\_\_\_\_ (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit A** (the "Improvements");

**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;

**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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_.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), but shall not include taxes or 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;
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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_.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 \_\_\_\_\_.

## 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: Web site, 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. 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 Contractor 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

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Rosie Garner  
Chair

Date

ATTEST:

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Debbie Tuttle                      Date  
Executive Director

APPROVED AS TO FORM:

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Jeff Parker  
NURA Attorney

**GRANTEE**

By \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

[*Attach BIG application*]



**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 \_\_\_\_\_, 2017, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and \_\_\_\_\_ ("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;

**WHEREAS**, such redevelopment may be made and encouraged by granting financial assistance to persons who reside within NURA boundaries, to businesses within the NURA boundaries, and to owners of property within NURA boundaries;

**WHEREAS**, Grantee desires to improve the property located at \_\_\_\_\_ (the "Property") with the utility upgrade improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit A** (the "Improvements");

**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;

**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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_.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), but shall not include taxes or 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;
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 \_\_\_\_\_ (\$\_\_\_\_\_.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 \_\_\_\_\_.

## **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: Web site, Signage, Northglenn Connection, Economic Development Enewsletter, and other marketing and promotional publications and communication methods.



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.]*



GRANTEE

By \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

*[Attach BUAG application]*