




**PLANNING & DEVELOPMENT MEMORANDUM  
#48-2023**

**DATE:** Oct. 9, 2023

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager   
Jason Loveland, Interim Deputy City Manager 

**FROM:** Brook Svoboda, Director of Planning & Development   
Ashley McFarland, Planner II

**SUBJECT:** CR-124 – Northglenn Pavilion Monument Sign License Agreement

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**PURPOSE**

To consider CR-124, a resolution approving a license agreement between the City of Northglenn and J3B2 Properties LLC to retain the use of a portion of City-owned land to install a monument sign for the Northglenn Pavilion shopping center.

**BACKGROUND**

Construction along the East 120<sup>th</sup> Avenue corridor between Washington Street and York Street to add an additional lane of traffic caused the removal of the Northglenn Pavilion sign to be necessary. As part of the project, the City assumed the cost of replacing the sign using project contingency. The monument sign is 10 feet high and 11.5 feet long, with various tenant cabinets and a concrete base.

City staff worked with both the property owner J3B2 Properties LLC and contractor Felsburg Holt & Ullevig for the new monument sign design and license agreement. This agreement is required to accommodate the replacement of the monument sign.

The original license agreement was approved by Resolution No. 02-58 as part of the pre-construction process for Northglenn Pavilion. The agreement was between the City and Northglenn Pavilion, LLC, and authorized the placement of a sign within the 120<sup>th</sup> Avenue public right-of-way.

**BUDGET/TIME IMPLICATIONS**

The cost for the new monument is approximately \$80,000 and would be installed later this fall. Future maintenance responsibility would be solely that of J3B2 Properties.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-124.

**STAFF REFERENCE**

If Council Members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

**ATTACHMENT**

1. Proposed Northglenn Pavilion Monument Sign Design

CR-124 – Northglenn Pavilion Monument Sign License Agreement



INSPIRATION

**CLIENT:**  
Northglenn Pavilion

**LOCATION:**  
Northglenn | CO

**DATE:**  
5.6.23 | 5.6.23 | 5.23.23 | 5.23.23

**Artwork Phase:**

- Conceptual
- Design Development
- Revision
- Final Production
- Shop Drawing

The boxes below must be initialed and dated prior to manufacturing.

**CLIENT APPROVAL:**

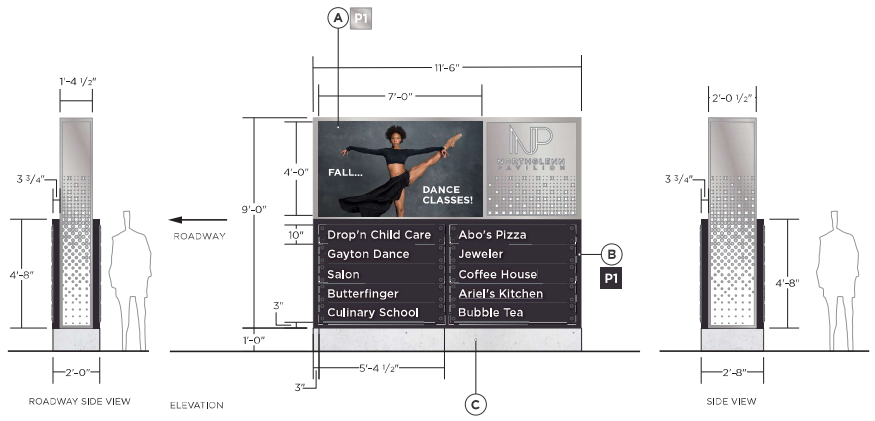
DATE: \_\_\_\_\_

**PROD. APPROVAL:**

DATE: \_\_\_\_\_

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## OPTION B



NIGHT TIME DEPICTION

### SIGN SPECIFICATIONS | DOUBLE-SIDED

- (A)** PATTERN/LOGO/EMC CABINET, WEDGE SHAPED ALUMINUM CABINET PAINTED METALLIC SILVER WITH INTEGRATED 3' x 5' EMC AND WHITE DIFFUSER ACRYLIC. PATTERN AND LOGO ARE CUT OUT FROM 3M SATIN ALUMINUM VINYL. CABINET IS INTERNALLY ILLUMINATED WITH WHITE LEDS, ALTERNATE MASK PATTERN & LOGO AND PAINT IN METALLIC SILVER PAINT.
- (B)** TWO TENANT CABINETS: 3 3/4" DEEP ALUMINUM CABINETS, PAINTED P1 ON ALL SIDES, EACH TENANT PANEL IS 1/4" ALUMINUM PAINTED P1 WITH TENANT NAME TO BE 3/4" CLEAR ACRYLIC PUSH THRU (1/2" NET BEYOND FACE). WITH DIFFUSER FILM 2ND SURFACE AND 1ST SURFACE TRANSLUCENT WHITE FILM. ATTACH TENANT PANELS WITH PICKUPPAINTED P1. CABINET INTERNALLY ILLUMINATED WITH WHITE LEDS.
- (C)** CONCRETE BASE WITH PEDESTAL FOR ACRYLIC PANEL CABINET (C) AND ANCHORED WITH STEEL PIPE AND CONCRETE FOUNDATION AS REQUIRED.

### COLOR KEY

- P1** MATTHEWS BLACK TO MATCH BUILDING'S METAL CANOPY PAINT OR A DARK GRAY/BLACK (TBD)
- P1** MATTHEWS METALLIC SILVER (TSD) NOTE: PAINT MUST MATCH 3M SATIN ALUMINUM VINYL IF USED.

**M** MONUMENT SIGN | QTY 1 | DOUBLE FACED | ILLUMINATED  
SCALE | 1/4" = 1'-0"

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-124  
Series of 2023

\_\_\_\_\_  
Series of 2023

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND J3B2 PROPERTIES, LLC AUTHORIZING THE PLACEMENT OF A SIGN WITHIN THE 120<sup>TH</sup> AVENUE PUBLIC RIGHT-OF-WAY

WHEREAS, the City of Northglenn and Northglenn Pavilion, LLC previously entered into a License Agreement authorizing the placement of a sign in the 120<sup>th</sup> Avenue public right-of-way for the shopping center located adjacent to the right-of-way at 120<sup>th</sup> Avenue and Claude Court; and

WHEREAS, the 120<sup>th</sup> Avenue Corridor Improvements Project, which added a third lane and other improvements to the roadway necessitated the removal of the Northglenn Pavilion sign and the City desires to authorize the placement of a new sign in the public right-of-way for the shopping center.

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

Section 1. The License Agreement between the City of Northglenn and J3B2 Properties, LLC, attached hereto as **Exhibit 1**, regarding the installation of a monument sign and landscaping improvements in the 120<sup>th</sup> Avenue public right-of-way for the Northglenn Pavilion retail shopping center is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF NORTHGLENN, COLORADO, (the "City") and J3B2 PROPERTIES, LLC (the "Licensee").

**NOW, THEREFORE**, in consideration of the mutual premises and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Licensee covenant and agree as follows:

1. **LICENSED PROPERTY.** The City hereby agrees to permit the Licensee to use the Licensed Property as more particularly described hereinbelow. The Licensed Property is and shall be subject to all easements and other encumbrances of record.

2. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, Licensees and agents, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Licensed Property, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction activities on the Licensed Property until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without Licensee providing the City thirty (30) days' advance written notice of the intention to cancel.

3. **UTILITIES.** Licensee covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Licensed Property during the term of this Agreement or any renewal thereof.

4. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall at its discretion install improvements and landscaping as applicable on the Licensed Property according to plans approved by the City. After any initial construction and/or installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Licensed Property without the prior written consent of the City and to keep the Licensed Property, and any improvements thereon, in good repair at the expense of Licensee; to properly irrigate and care for all landscaping upon or about the Licensed Property and to keep the same in good order and condition upon the expiration or termination of this License, ordinary wear and tear and loss by fire, flood, or act of God excepted.

5. **USE.** Licensee covenants and agrees that it shall utilize the Licensed Property for the installation of a monument sign and landscaping improvements and for no other purpose and not to use the Licensed Property or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

6. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to enter upon the Licensed Property, at any reasonable hour of the day, for the purpose of inspecting the same, making surveys, and to do such other acts and things as it deems necessary for the protection of its interests therein.

7. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Parks Foreman shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

The City: \_\_\_\_\_  
City of Northglenn  
11701 Community Center Drive  
Northglenn, CO 80233-8061

Licensee: J3B2 Properties, LLC  
P. O. Box 630603  
Littleton, CO 80163

8. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Licensed Property and no water or water rights are granted by this License.

9. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

10. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Licensed Property without first obtaining the written consent of the City.

11. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Licensed Property is licensed "as is." The City makes no warranty, written or implied, that the Licensed Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Licensed Property.

12. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures during the term of the License or any renewal thereof. Licensee hereby expressly agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is

caused by reason of Licensee's negligent use of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License.

13. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Northglenn regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Licensed Property as may be necessary or convenient in the operation of the City's drainage infrastructure or drainageways under the control of the City, and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Licensed Property at any time and in such a manner as it deems necessary

14. TERMINATION.

a. This License Agreement may be terminated by the City at any time upon thirty (30) days written notice to Licensee.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by Licensee, it shall be lawful for the City to enter into the said Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Licensed Property again to repossess and enjoy as in the first and former estate of the City. If at any time the License shall be terminated as aforesaid, or by any other means, Licensee agrees to surrender and deliver up said Licensed Property peaceably to the City immediately upon the termination, and if Licensee shall remain in possession after termination, Licensee shall be deemed guilty of a forcible detainer on said property Licensed, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

15. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Adams County, State of Colorado.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Meredith Leighty, Mayor

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**LICENSEE**

By: Jolene Ver Steeg  
Jolene Ver Steeg  
Member  
Title  
9/29/23  
Date

ATTEST:

B. Saachloy  
Serrante 09.29.23  
Title Date

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN EAST 120<sup>TH</sup> AVENUE RIGHT-OF-WAY, AS DEPICTED ON BUNKER HILL VILLAGE SUBDIVISION FINAL PLAT RECORDED DECEMBER 9, 1985 AT RECEPTION B616981, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF NORTHGLENN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER, NORTH 89°54'49" EAST, A DISTANCE OF 2,081.38 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°05'11" EAST, A DISTANCE OF 74.52 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°22'42" WEST, A DISTANCE OF 13.50 FEET;

THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 00°22'42" EAST, A DISTANCE OF 13.50 FEET;

THENCE NORTH 89°59'35" WEST, A DISTANCE OF 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 54 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

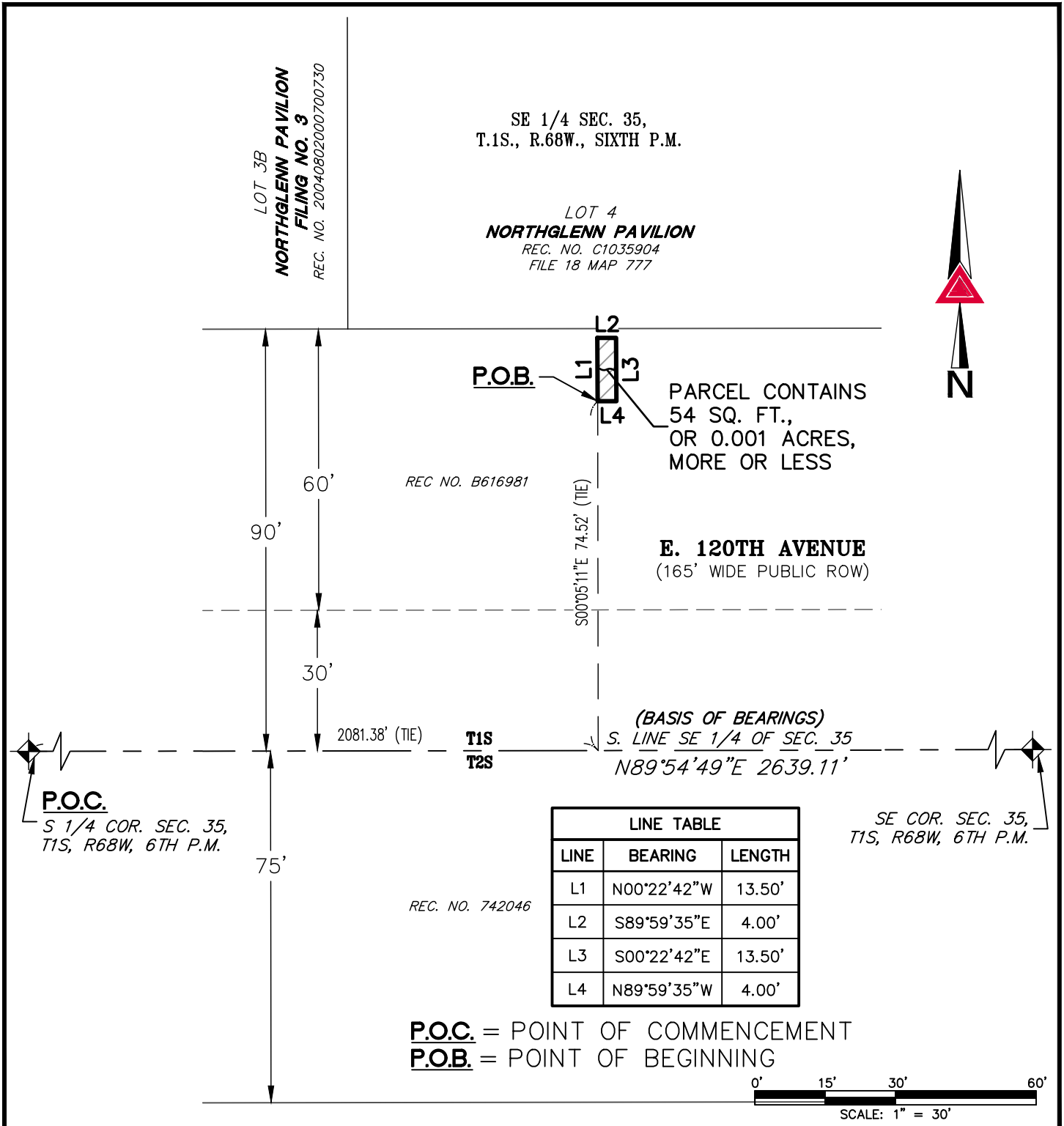
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122



# ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

<p style="font-size: 24px; margin: 0;"><b>AzTec</b></p> <p style="font-size: 12px; margin: 0;">Consultants, inc.</p>	300 East Mineral Ave. Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 <a href="http://www.aztecconsultants.com">www.aztecconsultants.com</a>	<p><b>EXHIBIT</b></p> <p>SOUTHEAST QUARTER SECTION 35, T1S, R68W, 6TH P.M.</p> <p>CITY OF NORTHGLENN, ADAMS COUNTY, COLORADO</p>
	PATH: N: \38722-01 -120TH CORRIDOR IMPROVEMRETS\DWG\EXHIBIT\SIGN ESMT.DWG JOB NUMBER: 38722-01      DATE: 09/27/2023      DWG: DED/RDS      CHK: DED      2 OF 2 PAGES	