

A RESOLUTION APPROVING A BUSINESS UTILITY ASSISTANCE GRANT (BUAG) WITH BLING IT ON BEAUTY SALON

WHEREAS, (the "Owner") is making electrical power upgrade improvements to its property located at 528 Malley Drive, Northglenn, CO 80233 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for electrical utility improvements as described hereto as **Exhibit B** (the "improvements").

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 and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2015.

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
BUSINESS UTILITY ASSISTANCE AGREEMENT**

THIS BUSINESS UTILITY ASSISTANCE AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2015, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") Bling It On Beauty Salon (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 Business Owner of the property within NURA boundaries;

WHEREAS, Business Owner desires to improve the property it owns located at 528 Malley Drive, Northglenn, CO 80233 (the "Property") with a electrical improvements more specifically described in the attached **Exhibit B** (the "Improvements");

WHEREAS, the Improvements are intended to preserve the public appearance of 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 Business Owner for its expenditures by paying up to a maximum of One-Thousand One Hundred Dollars (\$1,100.00) to Business Owner for 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 Business Owner an amount up to a maximum of One-Thousand One Hundred Dollars (\$1,100.00) 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 Business Owner 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. Business Owner 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 Business Owner by the contractor(s), but shall not include taxes or internal Business Owner costs, such as Business Owner staff time or Business Owner travel expenses.

B. Reimbursement to Business Owner 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 Business Owner 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 Business Owner up to a maximum of One-Thousand One Hundred Dollars (\$1,100.00) for the Actual Direct Costs incurred by Business Owner for the Improvements; and
3. NURA's obligation to reimburse Business Owner shall terminate if Business Owner has not met all of the above-listed conditions by December 8, 2015.

II. ONGOING BUSINESS OWNER OBLIGATIONS

In addition to any ongoing obligations set forth in or reasonably implied from Section I, Business Owner shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Business Owner fails to comply with the above-referenced conditions, Business Owner shall reimburse NURA for all amounts paid by NURA to Business Owner under this Agreement; provided that NURA shall first provide Business Owner with written notice that one or both of the above-referenced conditions has been breached and Business Owner shall have ten (10) days to cure the breach.

III. PROMOTION

The applicant 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. LIEN

NURA may record this Agreement with the Adams County Clerk and Recorder, and this Agreement shall constitute a lien securing the amount paid by NURA to Property under this Agreement. If the Improvements are not maintained in accordance with this Agreement as required by Section II, NURA shall have the right to foreclose on this lien to recover the Grant amount. At the conclusion of the five-year period, NURA shall release this lien on the property provided Business Owner is not in default.

V. INDEMNIFICATION

Business Owner 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 Business Owner, any subcontractor of Business Owner, or any officer, employee, representative, or agent of Business Owner, or which arise out of any worker's compensation claim of any employee of Business Owner or of any employee of any subcontractor of Business Owner.

VI. 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 Business Owner: Bling It On Beauty Salon
528 Malley Drive
Northglenn, CO 80233

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 (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) 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.

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



Business Utilities Assistance Grant (BUAG) Application Form

Name of Applicant: ANTHONY AND LYN BADER, OWNER

Name of Business: BLING IT ON BEAUTY SALON

Address of Business: 528 MALLEY DRIVE, NORTHGLENN

Mailing Address (if different than business): 7988 DURANGO ST. DENVER

Phone Number: 303-709-5170 **Fax Number:** _____

E-mail Address: LBADER1955@GMAIL.COM

Type of Business: NAIL SALON AND RELATED SVCS

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? NEW

How long has the business been operating at the current location? NEW

When does your current lease expire? JUNE 2020

If lease expires in less than two years, please explain the circumstances:

Property owner's name (if different from applicant): PAR ACQUISITIONS LLC

Property owner's address: 8480 E ORCHARD SUITE 1100
GREENWOOD VILLAGE, CO 80111

Property owner's phone number: 303-779-7979

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?

IN SPACE - NEW BASE UPGRADE TO ELECTRICAL POWER
- NEW EPA PANEL

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 (if applicable).

Two 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.

Utilities Improvements Description:

SEE ATTACHED BIDS
REPLACE EXISTING ELECTRICAL PANEL
TO 220 MODERN APPROVED PANEL

Bid information:

Bid #1: Company GWEC Amount \$ 2200

Bid #2: Company STURGEON Amount \$ 3650

Which company have you chosen to perform the work? GWEC

Budget & Timing:

Total overall proposed project budget: \$ 2200

Total amount of funding assistance being requested: \$ 1100

Desired completion date: ASAP APRIL 30, 2015


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 Utilities Assistance Grant program as warranted.

The applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded and proof of completed project prior to release of grant funds.

Signature of Applicant



Date


3/13/15

Property Owner Authorization:

If 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 Utilities Assistance Grant program.

Signature of Property Owner or Authorized Representative:



Name

Date

3/13/15

SUBMITTAL CHECKLIST

Please include the following and initial each item to show that it has been included:

- 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) *N/A*
- Color rendering(s) of proposed scope of work *N/A*
- Two (2) contractor bids (including a complete project description and cost estimate)
- \$25 application fee payable to NURA
- Project Fact Sheet *NA*
- Pre-Treatment Questionnaire *N/A*
- Completed W-9 – Request for Taxpayer ID & Certification



Great Western Electric Company

Proposal and Contract

2322 S. Gray dr. Lakewood, CO 80227
720-289-0268 - Greatwesterninc@yahoo.com

Date	Proposal and Contract#
02/24/2015	4129

PROPOSAL SUBMITTED TO:	JOB DESCRIPTION
Matt	Job Address: 500 Malee Dr. (Hair Salon) Northglenn, CO

Description
<p>Scope of Work: Replace existing FPE service panel (damaged) to new 200A siemen's panel.</p> <ul style="list-style-type: none"> i) Demolish existing panel ii) Repair and replace EMC to the panel iii) Install new 200A, 3Phase panel with appropriate breakers iv) Identify the circuits <p>Total: \$2,200.00</p>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Chae Sun Lim
Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made by the payment schedule. I agree to an interest charge of 1-1/2% per month (18% per annum) on any past due balance. I further agree to pay all collection and attorney's fees should it become necessary for you to seek outside help in collection of this debt.

ACCEPTED:

Signature _____

Date _____

Signature _____

Invoice
Date 03/08/2015

PROPOSAL FOR ELECTRICAL SERVICES



ALL CORRESPONDENCE TO THE ATTENTION OF JASON WILLIS
12150 EAST 112TH AVENUE HENDERSON, CO 80640 PH: (303) 286-8000 FAX: (303) 227-6978

PAYMENT REQUIRED AFTER SIGNING

Job Description: Change damaged existing panel to 200A Panel

110 VOLTS (Amps X 110 Volts = Watts)
 Quantity _____
 (Number of Outlets) _____
 _____ up to 500 watts @ \$35.00 ea. _____
 _____ up to 1000 watts @ \$40.00 ea. _____
 _____ up to 2000 watts @ \$45.00 ea. _____
 _____ up to 3000 watts @ \$50.00 ea. _____
 _____ above 3000 watts - \$50.00 + \$15.00 per 1000 watts _____

208 VOLTS (Same Rate as Above)
 208 Volts 1Ø (Amps X 208 Volts = Watts)
 208 Volts 3Ø (Amps X 208 Volts X 1.732 = Watts)
 _____ amps _____
 _____ watts _____ 1Ø _____ 3Ø _____
 _____ amps _____
 _____ watts _____ 1Ø _____ 3Ø _____
 _____ amps _____
 _____ watts _____ 1Ø _____ 3Ø _____
 _____ amps _____
 _____ watts _____ 1Ø _____ 3Ø _____

24 Hour Service Required (freezers, refrigerators, etc.)

_____ amps _____
 _____ watts _____ volts _____ phase _____
 _____ Extension Cord (3 wire) @ \$20.00 ea. _____

Orders received less than 24 hours before show opening are subject to double regular rates.

MASTERCARD VISA AM. EXPRESS
 MONEY ORDER COMPANY CHECK

FLOOD LIGHTS
 _____ 150 watt (Installed) @ \$45.00 ea. _____
 _____ 300 watt (Installed) @ \$55.00 ea. _____

_____ Replacement Lamps & Special Lighting
 (Provided at cost + 50%) _____
 _____ Floor Order _____

Credit Card # _____

Print cardholder's Name _____

Authorized Signature _____

Labor - (Minimum - 1 Hr. per Man)
 _____ Number of Labor Hours @ \$50.00 per hour _____

Exp. Date _____ Date of Order _____

TOTAL \$3,650.00

Firm Name Matt Wisinger

Signature _____

Attention Matt Wisinger

Name _____

Address Project Address: 528 Malley Dr.

Date _____

City, State, Zip Northglenn, CO