

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH FASTSIGNS

WHEREAS, (the "Owner") is making exterior improvements to its property located at 1480 W.104th Avenue, Northglenn, CO 80234 (the "Property");

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

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 IMPROVEMENT AGREEMENT**

THIS BUSINESS IMPROVEMENT 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") Fastsigns (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 Business Owner of the property within NURA boundaries;

WHEREAS, Business Owner desires to improve the property it owns located at 1480 W.104th Avenue (the "Property") with a number of improvements more specifically described in the attached **Exhibit B** (the "Signage");

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 Five Thousand Twenty-Two Dollars and Fifty-Nine Cents (\$5,022.59) to the 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 Five Thousand Twenty-Two Dollars and Fifty-Nine Cents (\$5,022.59) maximum 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 Five Thousand Twenty-Two Dollars and Fifty-Nine Cents (\$5,022.59) 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 August 11, 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: Mr. Rakesh Bhoola
Fastsigns
1480 W.104th Avenue
Northglenn, CO 80234

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.



Business Improvement Grant (BIG) Application Form

Name of Applicant: RAKESH BHoola

Name of Business: FASTSIGNS

Address of Business: 1480 W. 104TH AVE. NORTHGLENN, CO, 80234

Mailing Address (if different than business): _____

Phone Number: 303-255-9177 Fax Number: _____

E-mail Address: 287@fastsigns.com

Type of Business: Signs

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? 12 (current owner) 5 (previous)

How long has the business been operating at the current location? 12 yrs @ current shopping center

When does your current lease expire? ~~2014~~ 2015

If lease expires in less than two years, please explain the circumstances:
I will renew lease if terms are favorable.

Property owner's name (if different from applicant): Grace Management

Property owner's address: 2200 E. 104TH AVE., SUITE 105., Thornton, CO., 80233

Property owner's phone number: 303-941-9711

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?
Update New Building Signage (LED Channel Letters on Raceway)

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.

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.

Exterior Improvements Description:

- o Remove Existing Channel Letters from storefront.
- o Install 2 sets of LED channel letters. One on N. Side and one on West side

Bid information:

Bid #1: Company FASTSIGNS Amount \$ 10,045.18*

Bid #2: Company BROOMFIELD SIGNS Amount \$ 10,182.90

Which company have you chosen to perform the work? FASTSIGNS

Budget & Timing:

Total overall proposed project budget: \$ 10,045.18

Total amount of funding assistance being requested: \$ 5,022.59

Desired completion date: March 1, 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 in city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Improvement 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. The applicant must also provide proof of the completed project prior to the release of grant funds.

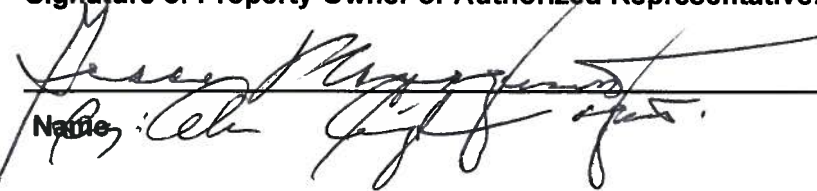
Signature of Applicant  Date 1/22/15

Property Owner Authorization:

If the 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 Hilcrest Plaza (1480 W. 104TH AVE., NORTHGLENN, CO., 80234) (address) I have reviewed the above application and authorize the operator of FASTSIGNS (business name) at said address to perform improvements described above as part of the NURA Business Improvement Grant program.

Signature of Property Owner or Authorized Representative:


Name: _____ Date: 2/2/15

SUBMITTAL CHECKLIST

Please check all the boxes below indicating that you have included the following required documentation:

- Original Application Form
- At least one color photo of each area of the building, property and/or sign where improvements will be made prior to the improvements
- Color rendering(s) of the proposed scope of work
- Two (2) contractor bids, including a complete project description and cost estimate
- \$25 application fee payable to NURA
- Project Fact Sheet
- Completed W-9 – Request for Taxpayer ID & Certification

**** Front Illuminated Double Stroke LED Letters **** - 3/16" Acrylic Faces, 1" Trim Cap, 2 Strokes LED,
5" Deep .040 Returns, .040 White Backs, Pre-Wired with 1/4" Riv Nuts, Threaded Rod, *West*
Paper Pattern and Transformers
Letter Height: 24"
Quantity of Sets: 2

Before



After



Store Front: 35.2' (422.4")

66% of Front: 23.23' (278.78")

Sign size: 24"h x 194.23"w

FASTSIGNS

QUOTE

Broomfield Sign Company, Inc
 7245 W 116th Pl
 Broomfield, CO, 80020 USA
 Phone: (303)-464-0644 Fax: (303)-464-0608
 www.bsccsigns.com
 office@bsccsigns.com



DATE: 2/4/2015
 QUOTE REF. NUMBER: 011428
 PRICE VALID UNTIL: 3/6/2015
 PAYMENT TERMS: Net 7

YOUR SALES PERSON IS:

Brian Dorczuk

PHONE:

EMAIL: brian@bsccsigns.com

BILL TO:

FASTSIG006
 Roc
 Fast Signs of Northglenn
 1480 W 104th Ave
 Northglenn, CO 80234 USA

Phone: (303) 255-9177 Fax: (303) 255-9974
 Email

SITE LOCATION:

Fast Signs of Northglenn
 1480 W 104th Ave
 Northglenn, CO 80234 USA

Phone (303) 255-9177 Fax

Quantity	Description	Unit Price	Extended Price
1	Survey - TECH SURVEY TO DETERMINE MOUNTING/ POWER (IF REQUIRED) CONFIRM LOCATIONS/ GATHER COLORS/ MISC NEEDS. * Price and Design subject to change based on findings.	\$250.00	\$250.00
1	Apply to obtain Permit from City and County Authorities. Minimum Charge of \$250	\$250.00	\$250.00
1	Permit Fees ***This will be applied to the invoice after permit has been issued***	\$0.00	\$0.00
1	Final electrical hook up preformed by a licensed electrician. Billed at \$350 per sign if dedicated circuit is within 5ft of the sign. Client has the option to use their own electrician, please let your salesman know if you choose to do this.	\$350.00	\$350.00
2	Channel letters- 30: cap height 3/16" Acrylic Face w/ red and blue trans vinyl applied Raceway mounted - 8" R/W Prefinished Colored Side Returns LED illumination 120v primary power. Sizes of the sign: Height: 24 In Length: 200 In Height To Sign Base: 1280 In	\$4,043.46	\$8,086.92
2	Install	\$461.25	\$922.50

50% DEPOSIT TO START, balance due NET 7. You are ordering a custom made product. No changes after accepting this bid, No cancellations and No refunds. All signs & materials remain property of BSC SIGNS, until paid in full and are subject to repossession for non payment. Buyer to pay for repossession/removal and re-installation costs. Any written warranty offered by BSC Signs, shall be void if a balance is overdue. If product is warranted, No warranty services will be performed on past due accounts. Past due amounts are be subject to a service charge of 1.5% per month from the invoice date. BSC Signs shall be entitled to recover all costs of collection, including court costs & attorney fees. The buyer is responsible for all damages & costs incurred by BSC Signs resulting from unknown conditions or hazards. BSC Signs shall not be liable for any consequential loss or damages of any nature arising from performance of this contract and is limited to the contract bid price. Sales Tax Subject to Change.

TAXABLE:	\$8,086.92
NON TAXABLE:	\$1,772.50
SALES TAX:	\$323.48
FREIGHT:	\$0.00
Misc	\$0.00

TOTAL PRICE: \$10,182.90

Signature _____ Date _____

AUTHORIZED SIGNATURE

QUOTE

Broomfield Sign Company, Inc
7245 W 116th Pl
Broomfield, CO, 80020 USA
Phone: (303)-464-0644 Fax: (303)-464-0608
www.bsccsigns.com
office@bsccsigns.com



DATE: 2/4/2015
QUOTE REF. NUMBER: 011428
PRICE VALID UNTIL: 3/6/2015
PAYMENT TERMS: Net 7

YOUR SALES PERSON IS:

Brian Dorczuk

PHONE:

EMAIL: brian@bsccsigns.com

BILL TO:

FASTSIG006
Roc
Fast Signs of Northglenn
1480 W 104th Ave
Northglenn, CO 80234 USA

SITE LOCATION:

Fast Signs of Northglenn
1480 W 104th Ave
Northglenn, CO 80234 USA

Phone: (303) 255-9177 Fax: (303) 255-9974
Email

Phone (303) 255-9177 Fax

Quantity	Description	Unit Price	Extended Price
1	Listing and labeling by Underwriters Laboratory	\$0.00	\$0.00
1	Warranty: Broomfield Sign Company warrants signs for one (1) year. Includes travel, parts and labor.	\$0.00	\$0.00

50% DEPOSIT TO START, balance due NET 7. You are ordering a custom made product. No changes after accepting this bid, No cancellations and No refunds. All signs & materials remain property of BSC SIGNS, until paid in full and are subject to repossession for non payment. Buyer to pay for repossession/removal and re-installation costs. Any written warranty offered by BSC Signs, shall be void if a balance is overdue. If product is warranted, No warranty services will be performed on past due accounts. Past due amounts are be subject to a service charge of 1.5% per month from the invoice date. BSC Signs shall be entitled to recover all costs of collection, including court costs & attorney fees. The buyer is responsible for all damages & costs incurred by BSC Signs resulting from unknown conditions or hazards. BSC Signs shall not be liable for any consequential loss or damages of any nature arising from performance of this contract and is limited to the contract bid price. Sales Tax Subject to Change.

TAXABLE:	\$8,086.92
NON TAXABLE:	\$1,772.50
SALES TAX:	\$323.48
FREIGHT:	\$0.00
Misc	\$0.00
TOTAL PRICE:	\$10,182.90

Signature _____ Date: _____

AUTHORIZED SIGNATURE



More than fast. More than signs.™

FASTSIGNS - Northglenn

1480 West 104th Avenue

Northglenn, CO 80234

ph: 303-255-9177

fax: 303-255-9974

Email: 287@fastsigns.com

Estimate

287- 34078

Estimate Date: 2/4/2015 11:13:52AM

Printed: 2/4/2015 11:13:59AM

Customer: FASTSIGNS Northglenn

ph: (303) 255-9177

Contact: Rakesh Bhoola

Customer: 17975

Description: RB/LED CHANNEL LETTERS to read FASTSIGNS

Sales Person: Rakesh Bhoola

Clerk: Rakesh Bhoola

email: 287@fastsigns.com

Thank you for the opportunity to help with your signage needs. This estimate is valid for 90 days from printed date. Please note that Permit fees and installation are not included unless specified. Your signature below authorizes us to proceed. Upon receipt of your approval, we will design proofs for your review. Please call if you have any questions or concerns.

Sincerely,

Rakesh Bhoola
Owner

	Product	Qty	Sides	Size	Unit Cost	Install	Totals
1	CHANNEL LETTERS Description: **** Front Illuminated Double Stroke LED Letters **** - 3/16" Acrylic Faces, 1" Trim Cap, 2 Strokes LED, 5" Deep .040 Returns, .040 White Backs, Pre-Wired with 1/4" Riv Nuts, Threaded Rod, Paper Pattern and Transformers Letter Height: 24" Quantity of Sets: 2 To Read: FASTSIGNS Color: White Text:	2	1	24 x 200	\$3,951.80	\$0.00	\$7,903.60
2	In-House Installation Description: Installation of two signs Color: NONE Text:	1	1	0 x 0	\$950.00	\$0.00	\$950.00
3	In-House Installation Description: Electrical Hook up Color: NONE Text:	1	1	0 x 0	\$300.00	\$0.00	\$300.00
4	In-House Installation Description: Permit Fees Color: NONE Text:	1	1	0 x 0	\$200.00	\$0.00	\$200.00



More than fast. More than signs.™

FASTSIGNS - Northglenn

1480 West 104th Avenue

Northglenn, CO 80234

ph: 303-255-9177

fax: 303-255-9974

Email: 287@fastsigns.com

Estimate

287- 34078

Estimate Date:

2/4/2015 11:13:52AM

Printed:

2/4/2015 11:13:59AM

Notes:

Line Item Total:	\$9,353.60
Tax Exempt Amt:	\$1,450.00
Subtotal:	\$9,353.60
Taxes:	\$691.58
Total:	\$10,045.18

Deposit Required:

\$10,045.18

Bill To: FASTSIGNS Northglenn
 Rakesh Bhoola
 1480 W 104th Ave
 Northglenn, CO 80234

Full payment required at time of order. A 1.5% monthly interest rate will be added to all unpaid invoices. Customer pays all collection and/or attorney fees if account goes to collection.

Received/Accepted By:

/ /