

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH VISHER CABINETS

WHEREAS, (the "Owner") is making exterior improvements to its property located at 1434 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 11th day of February, 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") Visher Cabinets (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 1434 W. 104th Avenue, Northglenn, CO 80234 (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 Nine Thousand Six Hundred Sixty-Eight Dollars and Fifty Cents (\$9,668.50) 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 Nine Thousand Six Hundred Sixty-Eight Dollars and Fifty Cents (\$9,668.50) 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 Nine Thousand Six Hundred Sixty-Eight Dollars and Fifty Cents (\$9,668.50) 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: Visher Cabinets
Attn: Arend Visher
1434 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: Arend Visser
 Name of Business: Visser Cabinets
 Address of Business: 1434 W 104th Ave Northglenn 20234

Mailing Address (if different than business): 720-339-5217 2,463 SF
 Phone Number: 801-879-8145 Fax Number: 866-545-3424

E-mail Address: arend@vissercabinets.com

Type of Business: Retail / Cabinets & Flooring & Countertops

Applicant is the: Property Owner Business Owner Other vissercabinets.com

How many years has the business been in existence? Over 8 years

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

When does your current lease expire? 3 years

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

Property owner's name (if different from applicant): R. Gergeau Limited Partnership

Property owner's address: c/o Grace Management 2200 E. 104th Ave suite 105 North, 20233

Property owner's phone number: 303-255-1990 ex 12

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?

To Install New Star Sign
~~To Improve appearance~~ To enlarge pavement size and provide space for My company name as Anchor space name.
To Improve the look of the store front to display and quality

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:

+ Wrap Store Front Area with wood trim and Eave Awning Supports with
improved Lighting & Enlarge monument sign & New store sign

Bid information:

Bid #1: Company Get The Best Amount \$ 19,337⁰⁰

Bid #2: Company Robinson & Company, Inc Amount \$ 22,905⁷⁵

Which company have you chosen to perform the work? Get The Best

Budget & Timing:

Total overall proposed project budget: \$ 19,337⁰⁰

Total amount of funding assistance being requested: \$ 19,668⁵⁰

Desired completion date: ~~Feb 28th~~ MARCH 15th

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 2-2-15

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 1434 W 104th Av - (address) I have reviewed the above application and authorize the operator of Vista Cabinets (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:

→ [Handwritten Signature] 2/2/15
Name Date

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

"As Is"



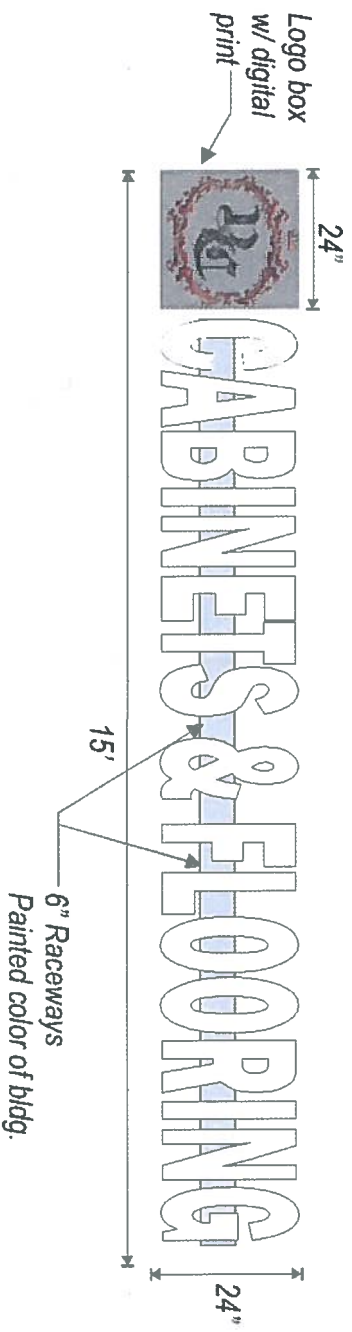
Improvements 12/13

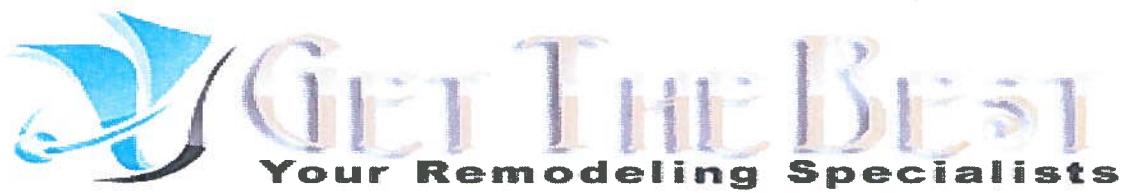


Improv & mnt's A/13

Pillar Wrap:

- *Wrap Pillars in 8" X 8" Wood
- *Stain to Approved Color
- *UV Coat/Hard Core Oil Base top coat
- *Top Beam
- *Outside Window wrap casing
- *Profile TBD
- *Stain Match





BID Estimate

Customer

Name: Visher Cabinets
Address: 1422 W 104th Ave
 Northgleen, 80234
Phone: 801-879-8145

Job Site:

1422 W 104th Ave
 Northgleen, 80234

Bid Date: 2/2/2015
Job No.: 573
E-Mail: and@visherCabinets.cc

Job Description	Optional Items Price	Selected Items Totals
Store Sign Chanel Letter Sign (illuminated) with Box Logo Single Side Installation Size 24" letters by 18 feet Optional Upgrade brighter LED lighting	Discounted	\$7,145.00
		\$300.00
Monument Sign Enlarge monument size by 4' X 8' Double sided interior lit Available 8" X 96" qty 2 24" X 96" qty 1 UV Coating Lettering and Graphics on 24" 96" plates Install	Discounted	\$8,958.00
Store Front Improvements Wood Trim Encase pillars, trim store windows and awning Wooden Sign *Color to be approved		\$2,934.00
Design Fees Includes cads with up to three changes on store front improvements Includes graphic designs with up to 4 changes on Store Front Sign		No Charge
Notes *Price does not include permits or permit fees *Price has been discounted for ordering 2 signs		
	TOTAL:	\$19,337.00

Total Proposed Cost: \$19,337.00

Thank You for Your Business

Phone: 801-532-9663
order@theGTB.net
 3020 W 500 S #D
 SLC, UT

SignARama
Wild West Marketing
 1289 S 4th Avenue, Unit 200
 Brighton CO 80601
 United States
 Phone: 303-914-9700
 Fax : 303-914-9799
 quote@signaramacolorado.com
 http://www.signaramacolorado.com/
 EIN # : 20-3881906



Quote 18334 - Channel Letters with log Box on Raceway Expiration Date : 02/19/2015

Quote for	Contact	Shipping/Install
Visher Cabinets Visher Cabinets 1422 West 104th Avenue Northglenn CO 80602 United States	Arend Visher Phone : (801) 879-8145 Email : aredn@vishercabinets.com Address : Visher Cabinets 1422 West 104th Avenue Northglenn CO 80602 United States	Visher Cabinets 1422 West 104th Avenue Northglenn CO 80602 United States

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
18334	01/20/2015	Dawn Homa dawn@signaramacolorado.com	50/50		

Items

#	Item	Qty	Unit Price	Total	Tax
1	BUDGETARY QUOTE: Channel letters on Raceway with logo box Budgetary Quote: Channel letters with logo box on raceway White letters with black returns and trim cap Cut vinyl for logo box. Note: Vector artwork will be needed to utilize existing logo as shown on website 70% of area as per code is 40" x 15". 18" tall letters on raceway CABINETS & FLOORING Logo box approximately 30" x 30"	1	\$7,755.00	\$7,755.00	\$0.00
NOTE: site visit has not been conducted. Measurements have been provided by client Overall linear footage is 35'. Awnings in front of building. Will need bucket truck to get above this area There are brackets on building to support raceway Installation Installation					



Robinson & Company Inc.

Estimate

Project No. 15-014
 Client Name: Arend Visher
 Project Name: Visher Cabinets
 Project Address: 1422 W 104th Ave.
 Project City, State, Zip: Northglenn, CO 80234
 Phone Number: (801) 879-8145
 Email: arend@vishercabinets.com

Site Work

Description	Max Quantity	Units	Rate	Total Cost
Store Sign				\$9,001.81
Single sided Illuminated channel letter sign with Box Logo	24" letters x 18'			Included
Monument Sign				\$10,398.22
Enlarge existing monument sign by 4'x8'. Sign to be dbl sided and interior lit				Included
2- 8"x96" and 1- 24"x96"				Included
Storefront Improvements				\$3,405.71
Wood trim encased pillars, trimstore windows and awing				Included
			Subtotals	\$22,805.75
	Total	\$22,805.75		\$22,805.75

Includes:

Supervision
 Dumpsters
 Delivery
 Sales Tax

Exclusions:

Hazardous Material Abatement,
 i.e. Mold, asbestos, etc.
 Disposal of hazardous material
 Moisture Mitigation
 Temporary utilities i.e. water, power, gas
 subfloor failure, roof sheathing
 failure etc.
 Permit