

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH PALMER PLAZA, LLC

WHEREAS, (the "Owner") is making exterior improvements to its property located at 11455 Washington Street, Northglenn, CO 80233 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for parking lot 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 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") Palmer Plaza, LLC (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 11455 Washington Street, Northglenn, CO 80233 (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 Twelve Thousand Five Hundred Dollars (\$12,500.00) 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 Twelve Thousand Five Hundred Dollars (\$12,500.00) 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 Twelve Thousand Five Hundred Dollars (\$12,500.00) 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 September 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: Palmer Plaza, LLC
Attn: Mark Kalinoski
11455 Washington Street
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.



Business Improvement Grant (BIG) Application Form

Name of Applicant: Mark Kalinoski

Name of Business: Palmer Plaza LLC

Address of Business: 11455 Washington St

Mailing Address (if different than business): 300 W 11th Ave, Denver Co. 80204

Phone Number: 720-940-6254 Fax Number: _____

E-mail Address: mkalinosk@aol.com

Type of Business: Retail Property

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? 30+ years

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

When does your current lease expire? NA

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

Property owner's name (if different from applicant): Same as above

Property owner's address: _____

Property owner's phone number: _____

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 fix the parking lot for retail building at the above address.

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:

parking lot repairs

Bid information:

Bid #1: Company Brown Brothers Amount \$ 24,066.00
Bid #2 Company Black Gold construction Amount \$ 23,632.00
Bid #3 Company Perfect Patch Amount \$ 24,892.00 *

Which company have you chosen to perform the work? Perfect Patch

Budget & Timing:

Total overall proposed project budget: \$ 25,000

Total amount of funding assistance being requested: \$ 12,500

Desired completion date: Summer 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 Mark Kalunsky Date 2/9/15



Palmer Plaza
 11455 Washington
 Phone: (720) 940-6254
 E-Mail: Mkalinosk@aol.com

Mark Kalinosk

Structural Repair

Remove approximately 1173 square yard of failed asphalt in one location to a depth of 6 inches. Sawcut perimeter of failed area to be removed. Haul away debris daily.

Install approx 1173 square yards of class 6 road base at 2 inches depth. Sharp and compact exiting sub-grade in place for new asphalt pavement. Apply tact coat to edge for adherence

Pave back 4 inches approx 1173 square yard of grade SX (1/2 aggregate) asphalt in two lifts compacting the first lift before installing the second. Edges to form a smooth transition to bordering pavements.

2" Road base
4" S/X Asphalt

TOTAL: \$24,892.00

If additional depth of sub-grade re [placement may be performed at \$55 per ton (class 6 road base).

EXCLUSIONS:

Special Fees or Permits	Contaminated Soil	Manhole & Water Valve Adjustments
Surveying	Construction Barricades	Unidentified Underground Obstructions
Testing	Landscaping	Soil Sterilant
Bonding	Pot holing	Utility Relocation
Frost	Traffic Control	Striping
Weather	Sub Grade Reconstruction	Signs
Additional Mobilizations	Towing	Drainage Less than 1.5%

NOTE: If after the asphalt/concrete is removed, it is determined by proof roll failure that the sub-grade is not adequate to support a new asphalt/concrete structure, at the owners request, the areas will need to be reconstructed. The existing dirt will be removed and fresh base installed, graded and compacted at an additional cost based on time and material. Failure to reconstruct inadequate sub-grade will require the owner to waive any warranty offered by PPA Inc. and/or its suppliers.

◇◇ALL MATERIALS TO MEET OR EXCEED CO STATE HIGHWAY DESIGN SPECS. ◇◇

Terms: Net 10 Days

Respectfully Submitted
 THE PERFECT PATCH ASPHALT CO., INC.

BY Victor Turner

Please sign and return the original copy of this proposal for a Job Contract. The yellow copy may be retained by you for your files. All past due invoices will be charged 18% annual interest.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions outlined on reverse side are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, unpaid invoices will be subject to collection & attorney's fees.



11455 Washington St

E 174th Ct

1993

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Google earth

imagery: Date: 10/6/2014 39°54'15.56" N 104°58'42.55" W elev: 5363 ft eye alt: 5889 ft



BROWN BROTHERS ASPHALT & CONCRETE

8200 S. Akron St., Suite 105 • Centennial, CO 80112
 Office 303.781.9999 • Fax 303.762.1025

SUBMITTED TO	PROPOSAL #	PAYMENT TERMS	PROJECT NAME/ADDRESS
MJ Development Mark Kalinoski P: 720-940-6254 Email: mkalinosk@aol.com	2943	*Due on receipt	Palmer Plaza E. 114th Court & Washington Street Northglenn, CO
	DATE	ESTIMATOR	
	2/26/2015	MATT	

PROPOSAL AND CONTRACT

DESCRIPTION OF WORK TO BE COMPLETED	
> PERFORM WORK PER YOUR INSTRUCTIONS I. ASPHALT REPAIRS A) 4" REMOVE AND REPLACE ASPHALT PATCHING 1) Sawcut perimeter of failed area to be removed. 2) Remove approximately 7,288 sq.ft. of failed asphalt to a depth of 4" and haul away debris. 3) Shape and compact existing subgrade in place for new pavement. 4) Pave approximately 7,288 sq.ft. with 4" of new hot mix asphalt and compact in place. ****NOTE: Pricing excludes the import and/or export of any subgrade materials.	24,066.00

MATT SALVATO 303.906.0081 (mobile) matt@asphaltconcrete.net	TOTAL	\$24,066.00
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Approval Signature _____ Date _____

The above quotation, subject to terms and conditions attached to Proposal/Contract, is accepted and shall constitute a contract between Brown Brothers Asphalt & Concrete, Inc. and the customer.

REPAIR MAP: PALMER PLAZA



BROWN BROTHERS ASPHALT & CONCRETE
8200 S. Akron St., Suite 105 • Centennial, CO 80112
Office 303.781.9999 • Fax 303.762.1025



Black Gold Construction

12365 N. Dumont Way
Littleton, CO 80125
Phone: 303.791.8300
Fax: 303.791.6616



Proposal

No: **55010**

Date: 2/25/15



"Paving the Way Since 1977"

MS PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

ATTN: MARK KALINOSKI
PALMER PLAZA LLC
300 W. 11TH AVENUE SUIT 19A
DENVER, CO 80204

PALMER PLAZA
11455 WASHINGTON STREET
DENVER, CO 80233

EMAIL: MKALINOSK@AOI.COM CELL: 720-940-6254

We hereby propose to furnish all the materials and perform all labor necessary for the completion of the following:

(A) ASPHALT REPAIR TO 1 AREAS APPROXIMATELY 620 SQUARE YARDS.

1. SAW CUT AND REMOVE ASPHALT IN FAILED AREA.
2. EXCAVATE TO A DEPTH OF 5" AND DISPOSE OF DEBRIS.
3. RE-COMPACT SUB-GRADE.
4. TAC COAT EDGES TO ENSURE ASPHALT BONDING.
5. LAY IN HOT BITUMINOUS ASPHALT (IN 2 LIFTS) AND COMPACT TO A FINISHED DEPTH OF 5" WITH VIBRATORY ROLLERS.

NOTES:

1. BLACK GOLD DOES NOT GUARANTEE DRAINAGE WITH LESS THAN 1.5% FALL.
2. MEASUREMENT TAKEN ON COMPLETION AND UNIT PRICES APPLIED.
3. HAUL, PLACE AND COMPACT ROAD BASE, IF NEEDED ADD \$52.00 PER TON TO CONTRACT TOTAL.
4. BLACK GOLD WILL NOT BE HELD RESPONSIBLE FOR DAMAGE TO UNMARKED SPRINKLER OR ELECTRIC LINES DURING EXCAVATION.
5. ADDITIONAL CHARGES WILL INCUR IF SOFT OR FROZEN GROUND MUST BE REMOVED.
6. TO PERFORM WORK ON A SATURDAY, ADD AN ADDITIONAL 10% TO CONTRACT TOTAL.
7. BLACK GOLD MUST HAVE ACCESS TO WORK SITE AND WILL NOT BE RESPONSIBLE FOR DAMAGE DURING ACCESS.
8. THIS PROPOSAL IS BASED ON CURRENT PETROLEUM-BASED MATERIAL COSTS AND PROPOSAL PRICE WILL INCREASE/DECREASE DEPENDING ON MATERIAL COSTS AT TIME OF INSTALLATION.

CUSTOMER RESPONSIBLE FOR ADEQUATE WATER SUPPLY!

NOTE TO OWNER/MANAGER: ALL AUTOMOBILES MUST BE REMOVED FROM THE PREMISES

PRIOR TO COMMENCEMENT OF THE WORK OR TOW TRUCK CHARGES WILL INCUR!

NOTE TO OWNER/MANAGER: ALL SPRINKLERS MUST BE SHUT OFF

24 HOURS BEFORE AND DURING THE WORK PROCESS!

**TO ACCEPT PROPOSAL, PLEASE SIGN AND RETURN
(WORK WILL NOT BE SCHEDULED UNTIL SIGNED PAPERWORK IS RETURNED.)**

All material is guaranteed to be as specified and the above work to be performed in a substantial workmanlike manner and completed as outlined above for the sum of

TWENTY THREE THOUSAND SIX HUNDRED THIRTY TWO DOLLARS

\$23,632.00

Work will be invoiced monthly and upon completion. The total amount invoiced is due on completion. A finance charge of 2% per month on the unpaid balance will be charged on any balance not paid within 24 days from invoice date.

The conditions on the reverse side hereof are a part of this Proposal and shall be binding upon the parties hereto. This agreement is expressly contingent upon strikes, accidents, or delays beyond the control of Black Gold. General Contractor and/or Property Owner shall be required to carry fire, tornado, and other necessary insurance on above work and premises.

Note: This Proposal may be withdrawn by us if not accepted within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Signatures transmitted by facsimile or portable document format (".PDF") shall be deemed originals for all purposes. Payment will be made as outlined above.

Submitted by: Black Gold Construction

Accepted by: _____

Company: _____

By: 
Mike Smith-Estimator
Email: mike@blackgoldconstruction.net
Cell: 303-993-9255

P.O. # _____ Date: _____

RETURN ORIGINAL SIGNED PROPOSAL • RETAIN COPY FOR YOUR FILE



Pearl St

AREA TO BE REMOVED AND REPLACE

1455 Washington St

Google earth

10° 54' 16.06" N 104° 58' 42.07" W elev 5376ft eye alt 1807 ft

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 11455 Washington St (address) I have reviewed the above application and authorize the operator of Palmer Plaza LLC (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:

Mark Kalum 2/9/15
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 07