

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH KARY'S GIFTS AND GOODIES DBA MOUNTAIN MAN FRUIT AND NUT

WHEREAS, Kary's Gifts and Goodies dba Mountain Man Fruit and Nut (the "Grantee") is making improvements to the property located at 421 W. 104th Ave., Suite F, Northglenn, CO 80234 (the "Property"); and

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for improvements as described hereto as **Exhibit B** (the "improvements"); and

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 for up to Eight Hundred Twenty-Three Dollars and Eighty-Eight Cents (\$823.88) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2026

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Allison Moeding
Executive Director

Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
BUSINESS IMPROVEMENT AGREEMENT (BIG)**

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2026, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and Kary's Gifts and Goodies dba Mountain Man Fruit and Nut (the "Grantee") (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; and

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to businesses located within the NURA boundaries and to business owners of property within NURA boundaries; and

WHEREAS, Grantee desires to improve the property located at 421 W. 104th Ave., Suite F, Northglenn, CO 80234 (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit B** (the "Improvements"); and

WHEREAS, the Improvements are intended to preserve 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; and

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 Grantee by paying Grantee for a portion of 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 Grantee an amount up to a maximum amount of Eight Hundred Twenty-Three Dollars and Eighty-Eight Cents (\$823.88) 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 Grantee 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. Grantee 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 Grantee by the contractor(s) which can include sales and use taxes, permits, and project design review fees, but shall not include internal Grantee costs, such as Grantee staff time or Grantee travel expenses.

B. Reimbursement to Grantee 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; and
2. Upon completion of the Improvements and Grantee 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 Grantee up to a maximum amount of Eight Hundred Twenty-Three Dollars and Eighty-Eight Cents (\$823.88) for the Actual Direct Costs incurred by Grantee for the Improvements; and
2. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by November 13, 2026.

II. ONGOING GRANTEE OBLIGATIONS

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

III. PROMOTION

Grantee authorizes NURA to promote the approved project, including but not limited to the following: Website, Signage, Northglenn Connection, Economic Development E-newsletter, and other marketing and promotional publications and communication methods.

IV. INDEMNIFICATION

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

V. 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 Grantee 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
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If to Grantee:	Kary's Gifts and Goodies Kary Halbach 421 W. 104 th Ave., Suite F Northglenn, CO 80234
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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 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.

[Remainder of page intentionally blank. Signatures on following pages.]

Name of Business

By Kary Halbach

Its: owner

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21st day of April, 2026, by Kary Halbach as owner of Kary's Gifts and Goodies dba Mountain Man Fruit and Nut.

My commission expires: 01/30/2029

(SEAL)



[Signature]
Notary Public



NORTHGLENN URBAN
RENEWAL AUTHORITY

Business Improvement Grant (BIG) Application Form

Name of Applicant: Kary Halbach

Name of Business: Mountain Man Nut & Fruit

Address of Business: 421 W. 104th Ave #F Northglenn 80234

Mailing Address (if different than business): Same

Phone Number: 3-428-8605 Cell Number: 3-905-2143

E-mail Address: mtn man northglenn@comcast.net

Type of Business: Candy Store

Applicant is the: ☐ Property Owner ☒ Business Owner ☐ Other _____

How many years has the business been in existence? 13 yrs

How long has the business been operating at the current location? 13 yrs

When does your current lease expire? 8/31/29

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

Property owner's name (if different from applicant): Brad Hutensky MP Northglenn Investors

Property owner's address: 100 Constitution Plaza, 7th floor, Hartford, CT 06103

Property owner's phone number: 860-966-5093

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 help cover the cost of the window decos

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.

Three 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:

I would like to add some Candy striping on the top smaller windows on both sides of the address. Also add some candy pictures along the bottom of the 4 big windows. And the words: Candy, Sweet Treats, where ever I can fit above the Mtn Man Logo.

Bid information:

Bid #1: Company	<u>Fusion Sign</u>	Amount \$	<u>1492.97</u>
Bid #2: Company	<u>Signarama</u>	Amount \$	<u>1961.28</u>
Bid #2: Company	<u>Mtn High Sign + Design</u>	Amount \$	<u>1911.33</u>

Which company have you chosen to perform the work? Fusion Sign

Is this company licensed to perform work in Northglenn? yes

Budget & Timing:

Total overall proposed project budget: \$ 1500.⁰⁰

Total amount of funding assistance being requested: \$ 750.⁰⁰ 823.88

Desired completion date: June 30, 2026 or sooner

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 Kary Halbach Date 4/6/26

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 421 W 104th Avenue Suite F (address) I have reviewed the above application and authorize the operator of WYVUUR (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 Brad Miller
VP Asset Management
The Hutonsky Group

4-13-25

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
- ☒ Three (3) 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



Mountain Man Nut & Fruit Co.

421 F

OPEN

Mountain Man Nut & Fruit Co.

Mountain Man Nut & Fruit Co.

Mountain Man Nut & Fruit Co.

Mountain Man Nut & Fruit Co.

Before

After



2100 E. 112th Ave.,
Unit 3
Northglenn, CO 80233

P: 303.457.9672
www.fusionsign.com

CLIENT:

Mountain Man

FILE NAME:

Window_Decals_3-23

DESIGNER:

Spencer Staggs

PROJECT NAME:

Window Decals

CONTACT:

Kary Halbach

DATE:

3/23/26

NOTES:

APPROVAL (AS IS) ☐

APPROVAL (WITH CHANGES) ☐

By signing you authorize Fusion to proceed to design and release PSD from any liability if any information is incorrect or changes are made after approval.
*Read disclaimer regarding color accuracy.
COLORS MAY VARY DEPENDING ON DISPLAYS, PRINT-OUTS, ETC. - THEREFORE THIS CONCEPT IS NOT A TRUSTWORTHY SOURCE FOR COLOR ACCURACY.
IF COLORS ARE A CONCERN PLEASE REQUEST COLOR OR MATERIAL SAMPLES FROM YOUR FUSION SALES REPRESENTATIVE BEFORE ORDERING. THIS ORIGINAL CONCEPT HAS BEEN DESIGNED BY FUSION SIGN AND DESIGN. REPRODUCTION IN WHOLE OR IN PART REMAINS THE EXCLUSIVE RIGHT OF FUSION SIGN & DESIGN.

DESIGN ORDER#



Decals

- QTY:4
- 21"Hx46"W
- Print on White RTA Vinyl
- Plot Cut

Decals

- QTY:4
 - 17"Hx46"W
 - Print on White RTA Vinyl
 - Plot Cut
- #### Decals
- QTY:2
 - 12"Hx30"W
 - White RTA Vinyl
 - Plot Cut

PROOF LIST

S	D	P
☐	☐	☐ ARTWORK
☐	☐	☐ SPELLING
☐	☐	☐ SIZE
☐	☐	☐ COLORS
☐	☐	☐ MATERIALS

FOR FUSION USE ONLY



DESIGNER, HOURS

ART IS PRODUCTION READY YES ☒ NO ☐

COLORS MAY VARY DEPENDING ON DISPLAYS, PRINT-OUTS, ETC. - THEREFORE THIS CONCEPT IS NOT A TRUSTWORTHY SOURCE FOR COLOR ACCURACY. IF COLORS ARE A CONCERN PLEASE REQUEST COLOR OR MATERIAL SAMPLES FROM YOUR FUSION SALES REPRESENTATIVE BEFORE ORDERING. THIS ORIGINAL CONCEPT HAS BEEN DESIGNED BY FUSION SIGN AND DESIGN. REPRODUCTION IN WHOLE OR IN PART REMAINS THE EXCLUSIVE RIGHT OF FUSION SIGN & DESIGN.

IF YOU ARE VIEWING THIS FILE AS A PDF, IT IS INTENDED AS A LOW RESOLUTION PROOF ONLY. IT IS **NOT** PRODUCTION READY UNLESS OTHERWISE NOTED.

FUSION SIGN & DESIGN

PROPOSAL

2100 E. 112th #3
Northglenn, CO 80233

(303) 457-9872

PROPOSAL FOR:

Mountain Man Nuts and Fruit Co
421 W. 104th Ave. #F
Northglenn, CO 80234

DATE March 31, 2026

email: mtnmannorthglenn@comcast.net

Sales Tax Rate:

QUANTITY		UNIT PRICE	AMOUNT
4	21" x 46" contour cut decal - Stripes	\$108.75	\$435.00
2	12" x 30" white cut copy - Candy, Sweet Treats	\$92.75	\$185.50
4	17" x 46" contour cut decal - Candy	\$142.75	\$571.00
		SUBTOTAL	1,191.50
		TAX	102.47
		INSTALL	204.00
			\$1,497.97

DIRECT ALL INQUIRIES TO:

Maria Aragon
303-457-9872
email: mariaa@fusionsign.com

MAKE ALL CHECKS PAYABLE TO:

Fusion Sign & Design
Attn: Accounts Receivable
680 Columbia Ave
Riverside, CA 92507

Andrew R. Schultz
(303) 591-3593

PAY THIS
AMOUNT



1289 S. 4th Ave.
#200
Brighton, CO 80601
(303) 914-9700

ESTIMATE

EST-40291

Payment Terms: 50% Deposit > \$250

Created Date: 3/16/2026

DESCRIPTION: Window graphics for unit F

Bill To: MOUNTAIN MAN NUT AND FRUIT
421 West 104th Avenue
Northglenn, CO 80234
US

Installed: MOUNTAIN MAN NUT AND FRUIT
421 West 104th Avenue
Northglenn, CO 80234
US

Requested By: KARY HALBACH
Email: mtnmannorthglenn@comcast.net
Work Phone: (303) 428-8605
Cell Phone: (303) 428-8605

Salesperson: Jenn Venerable
Entered By: Jenn Venerable

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Large window decals (candy images) QTY: 3 Size of windows: 43"w x 72"h Total size of decals per window: 43"w x 36"h Avery Cast wrap with laminate die-cut candy images bordering top and bottom of windows to read: candy images provided by Signarama, full color digital print	3	\$335.00	\$1,005.00
2	Small upper window decals (words) QTY: 4 Size: 42"w x 17"h RTA stock vinyl reverse weed (colored background with letters removed for higher visibility) to read (one of each, large enough to fill as much space as possible): CANDY SNACKS CHOCOLATE POPCORN	4	\$50.00	\$200.00
3	(O) Installation	1	\$600.00	\$600.00
4	Setup \$55 Setup of file for production	1	\$55.00	\$55.00
5	Retail Delivery Fee	1	\$0.28	\$0.28

Subtotal:	\$1,860.28
Taxes:	\$101.50
Grand Total:	\$1,961.78

Signarama Brighton, CO is certified as a Women's Business Enterprise (WBE) through the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.

TERMS OF PAYMENT: Upon ordering, you must provide Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. **COLLECTION PROCEDURES:** Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$45.00, together with interest accruing at the rate of 18% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. **CUSTOMER'S ACCEPTANCE OF WORK:** Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations.

DEPOSITS: Acceptance of this agreement whether verbally, email or signed contract, acknowledges and agrees that any deposit made in connection with Product or Service is NON REFUNDABLE. Once the DEPOSIT IS PAID, it shall be considered fully earned by Signarama and shall not be subject to refund, return or reimbursement for any reason, including but not limited to cancellation, change of mind, dissatisfaction or any other circumstance.

The NON-REFUNDABLE DEPOSIT represents a commitment by customer to proceed the purchase of product or service. In the event that the customer fails to complete the transaction for any reason, Signarama reserves the right to RETAIN THE DEPOSIT IN ITS ENTIRETY and the customer shall have no claim or entitlement to refund or credit.

By making the NON-REFUNDABLE DEPOSIT, customer acknowledges and accepts these NON-REFUNDABLE terms and waives any rights or claims to refund as permitted by applicable laws and regulations

LOST or SUBSTANTIALLY FORGOTTEN WORK: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed.

Signature: _____ **Date:** _____

ESTIMATE

Mtn High Sign & Design
2000 S Colorado Blvd, Bldg 1, Ste
2000
Denver, CO 80222-7900

carrie@mtnhighsign.com
+1 (720) 388-0201
www.mtnhighsign.com



Bill to

Kary Halbach
Mountain Man Nut and Fruit
421 W. 104th Ave. #F
Northglenn, CO 80234

Ship to

Kary Halbach
Mountain Man Nut and Fruit
421 W. 104th Ave. #F
Northglenn, CO 80234

Estimate details

Estimate no.: 2046
Estimate date: 04/06/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		4110 - Design	Graphic Design File setup, proofs, permit drawings (if needed) and production files *If customer is providing art files, they must be sized and scaled otherwise a design fee will be added to the final invoice	3	\$150.00	\$450.00
2.		4405 - Vinyl - Privacy, Frosted, Custom	3MIJ35C with Glossy Laminate Small windows - full coverage 42"W x 17"H (4) Large windows - 42"W x 72"H, graphics only 42"W x 24"H (4) Put Candy and Sweet Treats printed big on the big windows. 3'W x 5'H	1	\$847.20	\$847.20
3.		4470 - Installation	Installation *Please note this is just an estimate and will be finalized post installation. **Includes travel time to/from location	1	\$540.00	\$540.00

Subtotal \$1,837.20

Sales tax \$74.13

Total \$1,911.33

Note to customer

Estimates are valid for 30 days from day of receipt. Approval of this estimate is acknowledgement by the client of the price, quantity and terms for the good and/or services listed is accepted.

To get started please submit a 50% deposit.

Payment options include:

- ACH
- Zelle: info@mtnhighsign.com
- Venmo: @MHSD-31

- Check: Payable to MHSD
2000 S. Colorado Blvd
Bldg 1, Ste 2000
Denver, CO 80222
- Credit card (+3.5% processing fee)

Accepted date

Accepted by