

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH METRO NORTH LTD.

WHEREAS, (the "Owner") is making exterior improvements to its property located at 11990 Grant Street, Northglenn, CO 80234 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for a parking lot overlay to the property 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 14th day of August, 2013.

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 14th day of August, 2013, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") Metro North Ltd, The Summit Group Inc. serving as the Agent (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 11990 Grant Street, Northglenn, CO 80233 (the "Property") with a number of 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 Twelve Thousand and Five Hundred Dollars (\$12,500.00) 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 Twelve Thousand and Five Hundred Dollars (\$12,500.00) 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 Twelve Thousand and 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 February 14, 2014.

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: Metro North, Ltd.
The Summit Group, Inc. - Serving As Agent
3234-A South Wadsworth Blvd.
Lakewood, CO 80227

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 Improvement Grant (BIG) Application Form

Name of Applicant: Metro North, Ltd, The Summit Group, Inc,

Name of Business: AS Agent

Address of Business: 11990 Grant Street

Mailing Address (if different than business): 3234-A South Wadsworth Blvd, Lakewood, CO 80227

Phone Number: 303-985-6701 Fax Number: 303-980-7037

E-mail Address: phiemer@summitgroupdenver.com

Type of Business: Commercial Office Building

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? 20 years

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

When does your current lease expire? _____

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

Property owner's name (if different from applicant): Metro North, Ltd

Property owner's address: 3234-A South Wadsworth Blvd, Lakewood, CO 80227

Property owner's phone number: 303-985-8701

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?

Parking Lot Overlay

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 Overlay

Bid information:

Bid #1: Company PLM Amount \$ 128,458.02

Bid #2: Company Martin Marietta Materials Amount \$ 115,530.00

Which company have you chosen to perform the work? Martin Marietta Materials

Budget & Timing:

Total overall proposed project budget: \$ 115,530.00

Total amount of funding assistance being requested: \$ 12,500.00

Desired completion date: September/October 2013

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.

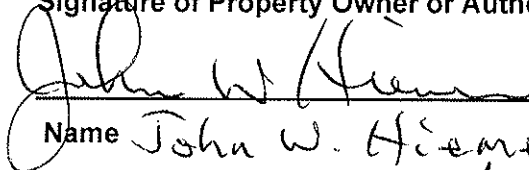
Signature of Applicant [Signature] Date 8/16/13

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 11990 Grant Street (address) I have reviewed the above application and authorize the operator of Martin Marietta Materials (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:

 8/6/13
Name John W. Heimer Date
Exec. Vice President
The Summit Group, Inc., as Agent for
Metro North, Ltd.

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

Martin Marietta Materials



10170 Church Ranch Way # 200, Westminster, CO 80021-6060 Phone: (303) 657-4000 / Fax: (303) 657-4414 (Denver)

To:	SUMMIT GROUP	Contact:	
Address:	3333 S WADSWORTH BLVD, SUITE C-105 LAKEWOOD, CO 80227	Phone:	(303) 985-8701
		Fax:	(303) 980-7037
Project Name:	11990 GRANT STREET	Estimate Number:	3947
Project Number:		Bid Date:	
Project Location:	11990 GRANT STREET, NORTHGLENN, CO		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.00	LS	\$700.00	\$700.00
2	6" REMOVE AND REPLACE ASPHALT N/W CORNER DRAINAGE ISSUE	180.00	SY	\$32.00	\$5,760.00
3	5" REMOVE & REPLACE ASPHALT FAILING AREAS THROUGH OUT LOT.	210.00	SY	\$31.00	\$6,510.00
4	LEVELING COURSE PRIOR TO OVERLAY	40.00	TON	\$81.00	\$3,240.00
5	2" PETROMAT OVERLAY CLEAN SURFACE APPLY AC OIL INSTALL PETROMAT REINFORCEMENT FABRIC PLACE & COMPACT 2" GRADE SX ASPHALT	11,100.00	SY	\$8.70	\$96,570.00
6	STRIPE TO MATCH EXISTING REMOVE & RESET BUMPER BLOCKS	1.00	LS	\$2,750.00	\$2,750.00
Total Bid Price:					\$115,530.00

- Notes:**
- The following Proposal, subject to terms and conditions, as noted, and on the attached page, if accepted, shall constitute a contract between the parties to this Proposal. This Proposal shall be valid for a period of Thirty (30) days from the date of Proposal unless otherwise specifically stated in the Proposal.
 - This contract is expressly conditioned upon approval of Customer's credit by Martin Marietta Materials Inc.'s credit department, and Martin Marietta Materials Inc. shall have no obligation to perform its obligations hereunder until such approval has been obtained. Project scheduling is subject to receipt of accepted Proposal. Please sign in spaces provided to indicate acceptance and return original. Note terms and conditions of sale as listed on Proposal document.

WE SPECIFICALLY EXCLUDE FROM THIS QUOTATION THE FOLLOWING: BUDGET NUMBERS

Bonding, , engineering, permits, import/export excess material, testing, , fees, , traffic control, drainage of less than 1% fall, utility patch and utility adjustment.. *Final billing will be based on actual field measured quantities installed. *Any soft or unstable areas will be corrected on an hourly basis at the direction of the owner representative and paid for by a change order to the contract. *Directing or authorizing us to pave on frost, top lift or overlay without proper temperatures releases Martin Marietta Materials responsibility for our Warranty and the cost for any repairs. If cold weather paving needs to be performed there could be cost increases that will be priced prior to starting project. *The above quotation includes 1 mobilization. Additional mobilizations will be billed at a rate of \$1,000.00 per mobilization.

IF PRICE ADJUSTMENTS ARE NEEDED WHEN THE PAVING BEGINS, MARTIN MARIETTA MATERIALS WILL PROVIDE THE AC PRICE THE PROJECT WAS BID WITH TO ESTABLISH THE BENCHMARK. AN INVOICE WILL BE SUPPLIED FOR THE MONTH(S) THE WORK IS PLACED. THE PRICING WILL BE ADJUSTED DEPENDING ON THE VARIANCE AT THE TIME OF PLACEMENT



ESTIMATE #
16881

3313 Moline Street, Aurora CO 80010
PHONE: 303-287-0777 FAX: 303-287-4779

Proposal submitted to:

CONTRACT

Name Summit Group Inc.
Address 3234-A S. Wadsworth Blvd.
Lakewood, CO. 80227

Contact Phil Hiemer
Phone 303-985-8701 ext.102
E-Mail: phiemer@summitgroupdenver.com

Date 8/5/2013
Fax

PLM Asphalt and Concrete, Inc. agrees to furnish all materials and labor necessary for the work (specified below) on premises referred to as: Metro North 11990 Grant St

PLM Asphalt & Concrete Representative JYJB Jake Yurich 303-961-7754

We hereby submit specifications and estimates for:

Description

2" ASPHALT MILLING: 27,781.72
1) Removal of 92,215 SQ FT of asphalt mat to a 2 inch depth with the rotomill process.
2) Includes 2 mobilization, haul off of material, and broom clean up.

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT: 2,963.40
1) Remove and replace 60 L.F. of 18 inch curb and gutter with 4,000 P.S.I. concrete mix.
2) Includes the installation of (6) #4 rebar dowels installed into existing curb.
3) Broom finish, apply curing agent, barricade area, and clean up any heavy debris.

NOTES:
Any soft, frozen, unstable, or unsuitable sub grade materials encountered will be removed and replaced with Class 6 road base at an additional charge.
PLM will not be held responsible for any damage to new concrete due to vandalism or from application of mag chloride or any other de-icing agents. PLM will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.

Install and compact 8 tons of class 6 road base @ \$45 per ton installed to raise curb and gutter areas to improve drainage. 360.00

PAVING FABRIC: 20,497.95
1) Clean proposed area prior to the application of AC-10 tack oil.
2) Install 10,250 Sq. Yds. of Pctromat Paving Fabric.

ASPHALT OVERLAY: 74,221.45
1) Clean proposed area prior to the application of CSS-1h tack oil for proper adherence of new asphalt.
2) Overlay 92,215 Sq. Ft. (Approx. 1,195 tons) to an average compacted depth of 2 inches with 1/2" Grade SX asphalt @ \$62.11 per ton.

NOTES:
As of June 2008, the asphalt suppliers are no longer providing project pricing.
Asphalt Cement will be priced to the industry monthly with no carry over pricing month to month.
Firm pricing can be provided at the beginning of each month for work to be completed during that month.
This project is quoted with asphalt costs valid until September 30, 2013.

STRIPING: 2,633.50
Restripe existing stall lines, handicap logos, and other markings with CDOT approved traffic marking paint.

Notes: We shall not be responsible for pavement failures due to unstable subgrade and/or frost beneath and/or adjacent to our work. We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) slope. Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative or by others.

EXCLUSION: ENGINEERING PERMITS, INSPECTION FEES, TESTING, SURVEYING, STAKING, BOND, ADJUSTMENTS OF WATER VALVES AND MANHOLES, PAVEMENT MARKINGS, LANDSCAPE REPAIR ADJACENT TO CONSTRUCTION, TRAFFIC CONTROL, AND SUBGRADE PREP (UNLESS OTHERWISE SPECIFIED)

THE FINAL CONTRACT PRICE WILL BE DETERMINED FROM ACTUAL FIELD MEASUREMENTS OF COMPLETED WORK AT THE UNIT PRICES SHOWN ABOVE

TOTAL (Labor and materials)

Payment is due upon completion of work.



ASPHALT & CONCRETE, INC.

ESTIMATE #

16881

3313 Moline Street, Aurora CO 80010
PHONE: 303-287-0777 FAX: 303-287-4779

Proposal submitted to:

CONTRACT

Name Summit Group Inc.
Address 3234-A S. Wadsworth Blvd.
Lakewood, CO. 80227

Contact Phil Hiemer
Phone 303-985-8701 ext.102
E-Mail: phiemer@summitgroupdenver.com

Date 8/5/2013
Fax

PLM Asphalt and Concrete, Inc. agrees to furnish all materials and labor necessary for the work (specified below) on premises referred to as: Metro North 11990 Grant St

PLM Asphalt & Concrete Representative JYJB Jake Yurich 303-961-7754

We hereby submit specifications and estimates for:

Description

NOTES:

- *Price Excludes: Materials Testing, Erosion Control, Seeding, Engineering, Landscape repair along construction limits, and Traffic Control. No import or export of subgrade material is included.
- *Final billing will be for field measured quantities installed.
- *If permits are required, they will be billed at COST + 20%
- *Pricing is based on the above reference descriptions and proposed quantities. All work is to be performed at one time.

Notes: We shall not be responsible for pavement failures due to unstable subgrade and/or frost beneath and/or adjacent to our work. We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) slope. Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative or by others.

EXCLUSION: ENGINEERING PERMITS, INSPECTION FEES, TESTING, SURVEYING, STAKING, BOND, ADJUSTMENTS OF WATER VALVES AND MANHOLES, PAVEMENT MARKINGS, LANDSCAPE REPAIR ADJACENT TO CONSTRUCTION, TRAFFIC CONTROL, AND SUBGRADE PREP (UNLESS OTHERWISE SPECIFIED)

THE FINAL CONTRACT PRICE WILL BE DETERMINED FROM ACTUAL FIELD MEASUREMENTS OF COMPLETED WORK AT THE UNIT PRICES SHOWN ABOVE

TOTAL (Labor and materials) \$128,458.02

Payment is due upon completion of work.



Google earth



