

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH SUPERIOR INSURANCE

WHEREAS, (the "Owner") is making exterior improvements to its property located at 11916 Washington Street, Northglenn, CO 80234 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for exterior signage 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") Superior Insurance (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 11916 Washington 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 Two Thousand One Hundred and Twenty Dollars and Four Cents (\$2,120.04) 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 Two Thousand One Hundred and Twenty Dollars and Four Cents (\$2,120.04) 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 Two Thousand One Hundred and Twenty Dollars and Four Cents (\$2,120.04) 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: Superior Insurance
11916 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.

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: Jason Pederson
 Name of Business: Superior Insurance
 Address of Business: 11916 Washington St Northglenn, Co. 80233

Mailing Address (if different than business): _____

Phone Number: 720-249-3038 Fax Number: 720-489-3806

E-mail Address: jason.pederson@superiorimg.com

Type of Business: insurance

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? 4 yrs

How long has the business been operating at the current location? 1 month

When does your current lease expire? 6/1/2016

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

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

Property owner's address: 2530 Crawford Ave #102 Evanston, IL, 60201

Property owner's phone number: 847-491-6787

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?

New business in area and the grant will help increase our advertising budget.

Exterior Improvements Description:

Bid Information:

Bid #1: Company Da Vinci Sign Systems Amount 5548
Bid #2: Company Choice City Signs Amount [redacted] \$4,240.07

Which company have you chosen to perform the work? _____

Budget & Timing:

Total overall proposed project budget: [redacted] \$4,240.07
Total amount of funding assistance being requested: 50% \$2,120.04
Desired completion date: 8-30

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 8-6-13
Note: Follow prompts to set up signature.

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 the property at 11916 Washington St (address) I have reviewed the above application and authorize the operator of Jason Pederson (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:

[signature] Date 08-05-13
Name _____ Date _____

SUBMITTAL CHECKLIST

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

- Original Application Form
- \$25 application fee payable to NURA
- Project Fact Sheet
- 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
- Completed W-9 – Request for Taxpayer ID & Certification



1298 Main Street, unit A, #4251
 Windsor, CO 80550
 phone: 970-222-0939 / cell: 970-412-9518
 email: eelwell@aol.com

Proposal for:

Superior Insurance

attn: Jason Pederson
 11916 Washington
 Northglenn, CO 80233
 ph: 720-489-3806 / cell: 720-412-9193

Job Location:
same

Date:
 08/07/13
 12:25 PM
Quote:
2013-19
Design:
13-013

We are pleased to provide a quote for the following work as noted below:

- A) Manufacture and install one set of pan channel letters mounted to raceways as per our design. **\$3,739.00**
- B) Cut, prep and apply first surface vinyl for logo and office hours to glass entrance door. The layout and hours are t.b.d. **(NO CHARGE)**

NOTE: This quote does NOT include sales tax, sign permitting fee's or primary electrical hook up if not noted below. Please note assumptions and conditions noted at the bottom of this page.
 Assumes adiqate access for installation.
 Assumes normal dirt & soil condtions for footing.

sub total:	\$3,739.00
permit:	\$231.82
sales tax:	\$269.25
total:	\$4,240.07

This quote is valid for 45 days from date of quote

ACCEPTANCE OF AGREEMENT: Choice City Signs (seller) agrees to furnish products / services in accordance with the above specifications and designs. Purchaser agrees to purchase and pay for these products / services.

Purchaser:

Superior Insurance

by:

date:

TERMS: 50% deposit required to start and balance is due upon completion. Thank You!!

Sales tax and permitting fees are NOT included unless shown as a separate line item.

All installation methods used are methods that are standard in the sign industry.

All installations assume adequate access to work area, normal dirt and soil conditions for footings

Power to and final hook-up is NOT included and are the responsibility of the purchaser.



Choice City
SIGN S

Since 1994

1298 Main Street, unit A, #4251
Windsor, CO 80550
phone: 970-222-0939 / cell: 970-412-9518
eelwell@aol.com



These plans are the property of Choice City Signs. They are submitted for the consideration of the purchase of the sign in which is designed above. They are NOT to be shared with or shown to any individual outside your organization without prior approval from Choice City Signs. We will match all color numbers or samples as close as possible, but due to varying surfaces, we can NOT guarantee an exact match. All installations assume adequate access for installation. All signs electric, will be wired for 120 volt primary.

Client:
Superior Insurance

job site:
11916 N. Washington

Northglenn, CO 80233

sales:
ee
designer:
ee
scale:

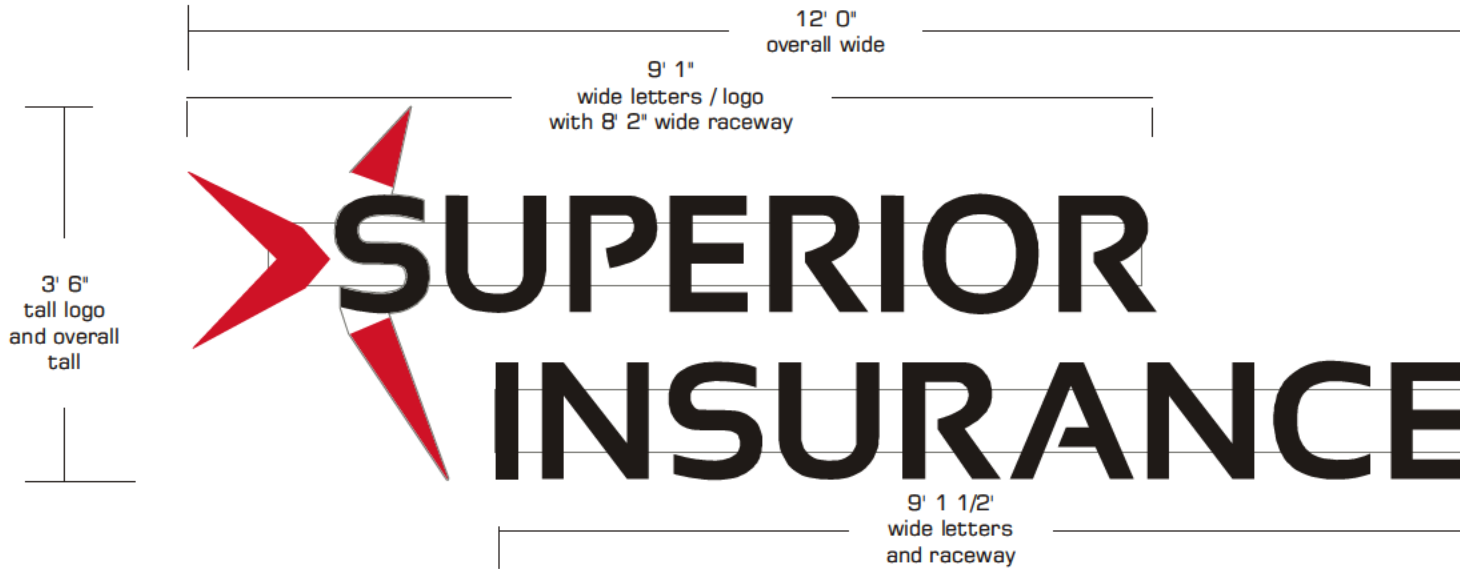
"no scale
job description:
Wall sign display

design:
13-013

page:
1 of 1
date:
6/9/2013
revisions:
none

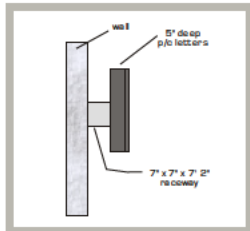
customer approval:

date:

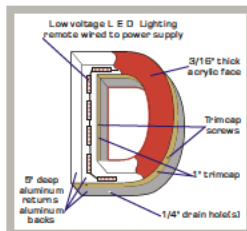


1' 1" tall letters

1' 1" tall letters

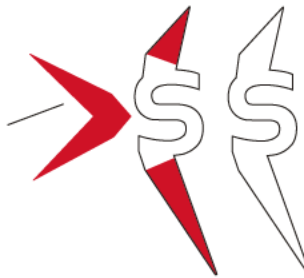


side view (not to scale)



section view of letter (not to scale)
This is a sample and DOES NOT reflect the colors of your sign!

Red logo is in 3 pieces, individual channel cans. The end piece mounts to the race.



.080 aluminum panel cut to the contour of the logo pieces and the "S" for the logo pan channel cans to mount to.



A SPECIFICATIONS:

21.5 sq/ft

NEW SINGLE PAN CHANNEL WALL SIGN. (1 req.)

Construction: .5" deep aluminum pan channel letters.
Return color is gloss black. Remote wire into raceway.

Faces: .3/16" thick white acrylic with vinyl overlay as noted below.
Faces to have 1" thick black trimcap.

Copy: .Letters: 3M #3635-222 perf black white film.
Logo: 3M #230-33 red vinyl.

Colors: .red, black and wall color:

Raceway: .ABC 7" x 7" x length extruded aluminum raceway painted to match wall color. Pitthane 95-8800 PC 731 "Candle Light".

Illumination: .White LED illumination, wire to power supply located in raceway.

Installation: .Install new signage centered top / bottom and side to side over tenants store front.

Power: .Existing.



4496 Bents Drive Windsor, CO 80550
P: 970-203-9292 F: 970-203-9293

www.davincisign.com

Bill To: **Superior Insurance**
Attn: Jason Pederon
Address: 11916 Washington Street
Northglenn, CO 80233
Phone: 720-412-9193
Email: jason.pederon@myallyinsurance.com

Thanks for the opportunity to be of service to you!

Date: 5/29/2013

Job Reference: Superior Insurance
Drawing #: 13-424
Job Address: 11916 Washington Street
Northglenn, CO 80233
Sales Person: Neil Hughes
Email: neil@davincisign.com

Scope of Work: Manufacture & install the following display:

A) Manufacture and install one (1) new set of pan-channel letters with logo on two (2) raceways to building fascia per design #13-424.

Total: \$4,978.00

B) Manufacture & install 1st surface film graphics to front door glass as per design #13-424.

Total: \$270.00

Permit acquisition fee: \$300.00

City permit fee & sales tax will be additional

Grand Total w/o Sales Tax: \$5,548.00

Terms: 50% Deposit, Net 10 upon completion.

Plus sales tax , permit & acquisition fee.

- Monument structure, foundation, excavation, engineering by others
- Assumes customer will have a designated Windows 98 or newer PC for operation of electronics/EMC Displays
- Communications lines to display from PC when required for EMC operation into existing monument by others
- Any possible required licensed engineer's review, stamp and/or changes to shop drawing would be additional
- Permit fees based on actual cost plus acquisition fee
- Assumes adequate access to work areas for personnel & equipment
- Landscaping & Landscape repair is excluded from scope of work
- Final electric hook-up to sign by others
- All signs are 120 volt primary unless otherwise noted, 277 volt available at additional cost
- Davinci Sign will not be responsible for damage to unmarked utilities, sprinklers or telephone lines that may occur while installing signs/excavating
- Assumes normal soil conditions for foundations, inadequate soils, high water tables, may require additional found Work at additional cost to owner
- Includes One Year warranty from date of substantial date of completion (if paid within terms)**

THE ABOVE PRICES ARE SUBJECT TO APPLICABLE TAX & LOCAL PERMIT FEE. ALL PRICES VALID FOR 30 DAYS ONLY.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted You are authorized to do the work specified Payment will be made as outlined above

Visa/MasterCard are accepted up to \$2,500.00, after that amount a 3% fee is automatically added to proposal amount.

Client grants permission for Davinci to use photos and reference to the client's project in advertising, website, and other media

Invoices unpaid after their due date will be charged a Finance Charge of 1.5% (18%APR) Collection costs & attorney fees are in addition to finance charge. Larimer, CO is venue. Davinci has the right to repossess any product/signage on accounts past due.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard process. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

DATE ACCEPTED: _____

Contract not binding until signed by an officer of Davinci Sign Systems, Inc.

PURCHASER: _____
Performance by Buyer is Personally Guaranteed by the Undersigned

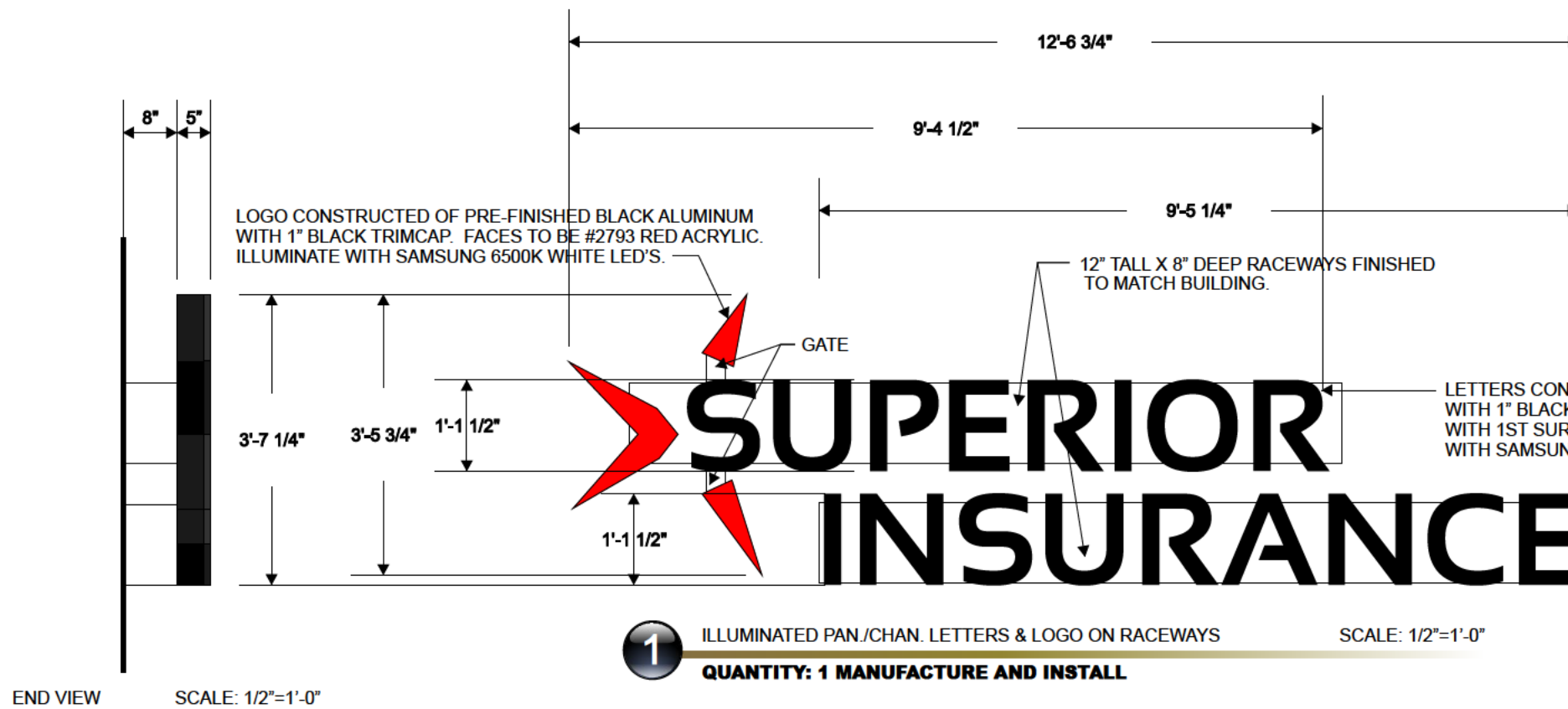
DAVINCI SIGN SYSTEMS, INC.

Print Name: _____

Title: _____

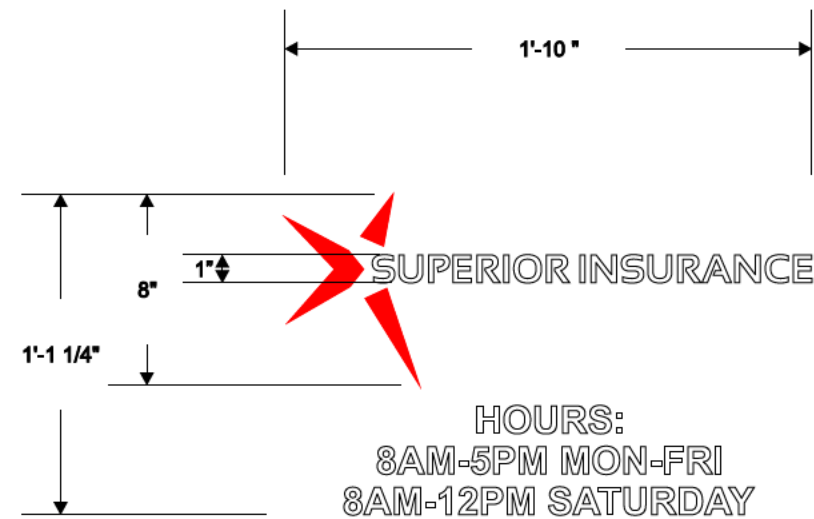
Signature: _____

BY: _____



CONCEPTUAL NIGHT VIEW OF PROPOSED SIGNAGE

END VIEW SCALE: 1/2"=1'-0"



© Copyright 2013
DaVinci Sign

DA VINCI
SIGN SYSTEMS, INC.
the art and science of identification
4496 Banta Dr.
Windsor, CO 80550
www.davincisign.com
Pt. Collins: (970) 203-9292
Fax: (970) 203-9293
Denver (303) 573-7446
Creedley (970) 353-8446



Job Name:



Address:
11916 WASHINGTON STREET
NORTHGLENN, CO

Designer: CASEYEASTON

Sales: NEILHUGHES

Scale: Noted

Date: 5.22.13

Revisions:

Customer Approval:

X _____ Date: _____

Without Changes

With Changes As Shown

Electrical hookup by others.

Electrical requirements: 120V or as indicated.

All landscaping by others.

This artwork is copyrighted, and the exclusive property of DaVinci Sign Systems. It is the result of the original work of its employees, and is submitted to your organization for the sole purpose of your consideration of whether to purchase from DaVinci Sign Systems. Distribution or exhibition of this artwork to anyone other than employees of your organization, or the use of this artwork to construct a similar sign is strictly prohibited. In the event your organization fails to comply with the stipulations outlined above, DaVinci Sign Systems expects to be compensated \$1000 for its original design work. At any time you may purchase this artwork for \$1000, at which point you may use it however you see fit.

Sales Approval:

X _____ Date: _____

Production Approval:

X _____ Date: _____

Design #

13-424

Page:

1

of:

1

NO DMV PARKING
Violators Will Be Towed At Auto Owner's Expense

PRIVATE PARKING
UNAUTHORIZED OR IMPROPERLY

11916

SUPERIOR INSURANCE
Giving You Better Choices
(720) 249-3038

OPEN

ESUREPAY
Invoicing
6 MONTHS
NO PAYMENTS INTEREST
ASK ABOUT YOUR
NO DOWN PAYMENT
OPTIONS
WWW.ESUREPAY.COM

Nails, Spa
Foot Massage

OPEN

303-450-