

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH HANNAH'S DISCOUNT LIQUOR**

WHEREAS, (the "Owner") is making exterior improvements to its property located at 11215 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") Hannah's Discount Liquor (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 11215 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 Six Hundred and Sixty Seven Dollars and 80 cents (\$667.80) 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 Six Hundred and Sixty Seven Dollars and 80 cents (\$667.80) 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 Six Hundred and Sixty Seven Dollars and 80 cents (\$667.80) 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: Hannah's Discount Liquor  
11215 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: Cam Thi Nguyen  
 Name of Business: Hannah's Discount liquor  
 Address of Business: 11215 Washington St. Northglenn, CO. 80233  
 Mailing Address (if different than business): \_\_\_\_\_

Phone Number: 303-450-6191 Fax Number: \_\_\_\_\_

E-mail Address: Nguyenmi7@hotmail.com

Type of Business: Liquor Store

Applicant is the:  Property Owner  Business Owner  Other \_\_\_\_\_

How many years has the business been in existence? 14 years

How long has the business been operating at the current location? N/A

When does your current lease expire? 2018

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

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

Property owner's address: 13322 Pearl circle Thornton, CO. 80241

Property owner's phone number: 720-375-0187

*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 improve the city of Northglenn's Businesses and Image.  
To get Financial help.

**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:**

To add a "Liquors" sign panel made of Lexan with red translucent vinyl overlay.

Total with Permit Fees  $\$1214.17/2 = 607.09$   
+60.71 (add'l 10% for using Nglenn Contractor) = \$667.80

**Bid information:**

Bid #1: Company Old Boston Sign Company Amount \$ [redacted] 1214.17

Bid #2: Company Splash Signs Amount \$ 980.00

Which company have you chosen to perform the work? Old Boston Sign Company

**Budget & Timing:**

Total overall proposed project budget: \$ [redacted] \$1214.17

Total amount of funding assistance being requested: \$ [redacted]  $\$607.09 + \$60.71 = \$667.80$

Desired completion date: 8-25-13

**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 Cam Schiergayer Date 7-25-13

**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 \_\_\_\_\_ (address) I have reviewed the above application and authorize the operator of \_\_\_\_\_ (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:**

Donnie W. Wagoner 7-25-13  
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



**Olde Boston Sign Company**

11702 Spring Drive  
Northglenn, CO 80233

**QUOTATION**

Hannah's Discount Liquors 11700 N. Washinton Street Northglenn, CO 80241	<b>7/26/13</b>
	<b>DELIVERY: TBD</b>
<b>ATTN: Minh Nguyen</b>	<b>SALESMEN: PK</b>

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
1	Fabricate 35" H X 167" W 3/16" lexan replacement panel with red translucent vinyl overlay for text to read: LIQUORS.	\$800.00
1	Install above.	\$225.00
1	Tax + permit (estimated)	\$189.17
		Total: \$1214.17
<b>Note:</b>	<b>Taxes and permit costs including electrical permits are not included in this quote.</b>	

Taxes and permit costs are extra charges.

Artwork supplied by customer must be clean and useable, and remains the property of the customer.

Additional charges for cleanup and artwork may apply if not in applicable formats for use as a sign file at \$50.00 per hour.

City code requires that any electrical work inside or outside of building be performed by a licensed electrical contractor and are not part of this contract. An electrical permit may be required and are not part of this contract.

Any city required, or landlord required, engineered drawings are not included in this quotation, and will be additional charges.

Customer Signature		Olde Boston Sign Company Signature
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Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Olde Boston Sign Company** 11702 Spring Drive, Northglenn, CO 80233.

**Job Site:** 11700 N. Washington Street, Northglenn, CO 80241

**Sign Description:** Reface existing, internally illuminated wall mounted cabinet sign with 3/16th inch lexan substrate and translucent vinyl overlay for text.





# QUOTE

DATE	INVOICE #
7-24-13	0021005

BILL TO	SHIP TO
Minh Nguyen	Rick W/ Splash Signs 303-883-2422 1201 West Thornton pkwy.#284 Denver Co 80260

DUE DATE	P.O. NUMBER

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
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**LIQUOR**

3'X14' White Lexan sign  
With Installation

	<b>Subtotal</b>	
	<b>0% Tax</b>	<b>\$980.</b>
	<b>TOTAL</b>	

EXISTING BUILDING

