

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH SINEWS LLC

WHEREAS, (the "Owner") is making exterior improvements to its property located at 11916 Washington Street, Northglenn, CO 80233 (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** (Business Improvement Grant Application).

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 13th day of February, 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 ____ day of _____, 2013, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") Sinews 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 11916 Washington Street, Northglenn, CO 80233 (the "Property") with a number of improvements more specifically described in the attached **Exhibit B** (the "Application");

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 One Thousand, Twenty One Dollars and Seventy-Three cents (\$1,021.73) 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 a maximum of One Thousand, Twenty One Dollars and Seventy-Three cents (\$1,021.73) 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 One Thousand, Twenty One Dollars and Seventy-Three cents (\$1,021.73) 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 August 13, 2013.

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: _____

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

EXHIBIT B



Northglenn Urban Renewal Authority

Business Improvement Grant (BIG) Application Form

Name of Applicant Shannon Russell

Name of Business Sinews

Address of Business 11916 Washington St.

Mailing Address 11916 Washington St., Northglenn, CO 80233

Phone Number (720) 539-3675 Fax Number _____

E-mail address Tom.Russell135@yahoo.com

Type of business Retail

Applicant is the Property Owner Business Owner Other _____

How many years has the business been in existence? Start-up 6 months

How long has the business been operating at the current location? 6 months

When does your current lease expire? 6/2015

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

Property owner's name (if different from applicant) Jaylon Inc.

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

Property owner's phone number (847) 491-0787

Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application where indicated in the General Conditions.

What has led you to invest in your business in Northglenn at this time? new
Start-up business, like the Northglenn
Community. Excellent location for new
Retail.

Proposed Improvements

Please describe the proposed improvements to the property. Include at least two color photographs showing the existing building conditions. Two bids are suggested, but only one is required. If you have any additional building information such as: measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs), please include them with your application. **General improvements are not eligible (i.e. cleaning, new furnishings, etc...)**

Improvements Description:

need signage - New store, no signage
on outside. Need for promotional
purpose. Will be located on the
front facade outside of bldg.

Bid information:

Bid #1: Company Choice City Signs Amount 1,943.46 + an additional
Bid #2: Company Paramount Printing + Graphics Amount 3,183.11 cost \$200.00
permitting

Which company have you chosen to perform the work: Choice City Signs

Total proposed project budget \$ 1,943.46 + 100 (1/2 permit) 2043.46

Amount of funding assistance being requested \$ 971.73 + 100 = 1,071.73

Desired completion date March 2013

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to displaying a sign or sticker at the site (during and after construction), and using photographs and descriptions of the project in informational materials and press releases.

The applicant understands that NURA reserves the right to make changes in conditions of the Business Improvement Grant program as warranted.

Applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded prior to release of grant funds.

Signature of Applicant Shannon Russell Date 1/2/2013

If 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 11916 Washington St. I have reviewed the above application and authorize the operator of either company 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 01-09-13

SUBMITTAL CHECKLIST Please include the following and initial each item to show that it has been included:

[Initials] An original application form and the following:

- TWO color photos of existing building and/or sign
- [Initials] Color renderings of proposed scope of work
- [Initials] Quotes or bids from TWO separate firms for proposed work, bids must clearly show the cost for the requested improvement(s).

[Initials] \$25 application fee attached. Payable to: Northglenn Urban Renewal Authority

[Initials] Completed application, with fees and all attachments, can be mailed to NURA at:
Northglenn Urban Renewal Authority
11601 Community Center Drive
Northglenn, CO 80033

Or drop off at Northglenn City Hall. For questions regarding the program or application contact Debbie Tuttle, NURA Executive Director at DTuttle@northglenn.org or 303-450-8743.







Choice City
S I G N S

Since 1994

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

Proposal for:

Sinews

attn: Tom & Shannon Russell
11916 Washington
Northglenn, CO 80233
ph: 303-457-6885 / cell: 402-206-7443

Job Location:
same

Date:
01/04/13
11:50 AM
Quote:
2012-21 r1
Design:
12-018 r1

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

Manufacture and install one set of pan channel letters mounted on a raceway as per our design option r-1. **\$1,830.00**

One set of first surface white vinyl "HOURS" for entrance door if needed. NO CHARGE with purchase of sign noted above.

Approx permitting cost is \$200. *1/2 BID.*

NOTE: This quote does NOT include sales tax, sign permitting fee's or primary electrical hook up. 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:	\$1,830.00
permit:	t.b.d.
sales tax:	\$113.46
total:	\$1,943.46

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:
Sinews

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.



Quote

Date: 01/09/2013
 Quote No.: 10071

Paramount Printing & Graphics
 556 Malley Drive
 Northglenn, CO 80233

Sinews
 11916 Washington St.,
 Northglenn, CO.

Qty	Item	Description	Unit Price	Total
1	Electrical Sign	24"x12' Electrical channel letters, Purple face, black return, white raceway	\$2,642.00	\$2,642.00
1	Sign Install	Install of electrical sign, permit fee not included	\$285.00	\$285.00
			Subtotal	\$2,927.00
			Sales Tax	\$256.11
			Total Amt	\$3,183.11

**** Front Illuminated Double Stroke LED Letters **** - 3/16" Acrylic Faces, 1" Trim Cap, 2 Strokes LED, 5" Deep .040 Returns, .040 White Backs, Pre-Wired with 1/4" Riv Nuts, Threaded Rod, Paper Pattern and Transformers
 Letter Height: 24"
 Quantity of Sets: 1
 To Read: SENEWS

****DIGITAL PRINT(S)**** Applied To Acrylic Face - PURPLE

****RACEWAY**** - .063 Aluminum Painted with Matthews Paint. PLEASE NOTE LENGTH ESTIMATED

Please contact me with any questions or concerns about this quote.



Actual size 24"x150"
White Raceway
Black Return