

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH MATTRESS MART DISCOUNT CENTER, LLC**

WHEREAS, (the "Tenant") Mattress Mart Discount Center, LLC is making signage improvements to the property located at 524 Malley Drive, Northglenn, CO 80233 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for signage improvements 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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 \_\_\_\_\_, 2015, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and Mattress Mart Discount Center, LLC, a business with an address of 524 Malley Drive, Northglenn, CO 80233 ("Business Owner") (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**, the Business Owner desires to improve the property located at 524 Malley Drive, Northglenn, CO 80233 (the "Property") with exterior signage improvements more specifically described in the attached **Exhibit B** (the "Sign 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 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 Four Thousand, Four Hundred Fifty Four Dollars and Forty-nine Cents (\$4,454.49) maximum 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 Four Thousand, Four Hundred Fifty Four Dollars and Forty-nine Cents (\$4,454.49) 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 September 2, 2016 (6 months from agreement date).

## **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. 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.

### 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 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: Dan Barker  
Mattress Mart Discount Center LLC  
524 Malley Drive  
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.





RECEIVED

FEB 26 2016

City of Northglenn  
Finance Dept.

12:1 PM  
LM

### Business Improvement Grant (BIG) Application Form

Name of Applicant: DAN BARKER

Name of Business: MATTRESS MART DISCOUNT CENTER LLC

Address of Business: 524 MALLEY DR. NORTHGLEN, CO 80233

Mailing Address (if different than business): 1030 W. 11200 AVE, # 207 NORTHGLEN, CO 80734

Phone Number: 502-609-9262 Fax Number: N/A

E-mail Address: DAN.MATTRESSMARTDISCOUNTCENTER@YAHOO.COM

Type of Business: MATTRESS STORE

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

How many years has the business been in existence? 0

How long has the business been operating at the current location? 0

When does your current lease expire? 2-10-2021

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

Property owner's name (if different from applicant): PAR ACQUISITIONS LLC

Property owner's address: 8480 E. ORCHARD RD. STE. 1100, GREENWOOD VILLAGE, CO 80111

Property owner's phone number: 303-931-4498

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?

WE WOULD LIKE TO OPEN UP A NEW RETAIL STORE IN NORTHGLEN AND THE GRANT WILL BE VERY HELPFUL TO US FOR DOING SO.

**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 (3) 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:**

MAIN RETAIL STORE FRONT SIGN  
\_\_\_\_\_  
\_\_\_\_\_

**Bid information:**

- Bid #1: Company AD-DESIGN Amount \$ 8,908.99 \*
- Bid #2: Company COLOR STORM GRAPHICS Amount \$ 19,309.00
- Bid #3: Company PARKER SIGNS INC. Amount \$ 10,918.25

Which company have you chosen to perform the work? AD-DESIGN

**Budget & Timing:**

Total overall proposed project budget: \$ 8,908.99

Total amount of funding assistance being requested: \$ 4,454.49

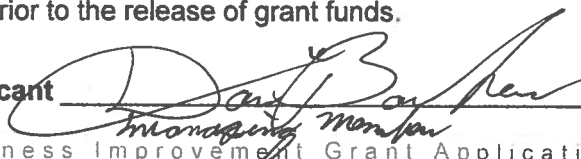
Desired completion date: \_\_\_\_\_

**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. This application and the attachments are public documents. This application and the attachments are public documents. By signing this application you acknowledge that the contractors are aware that their bids will be a part of the grant application that will be included in the public documents included in the board packet and displayed on the website.

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  Date 2-24-2010  
*Managing Member*




**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 MALLEY HEIGHTS, NORTHGLENN (address) I have reviewed the above application and authorize the operator of MALLEY HEIGHTS (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 STEVE PARRY, PARTNER Date 2/24/16  
PAR ACQUISITIONS, LLC

**SUBMITTAL CHECKLIST**

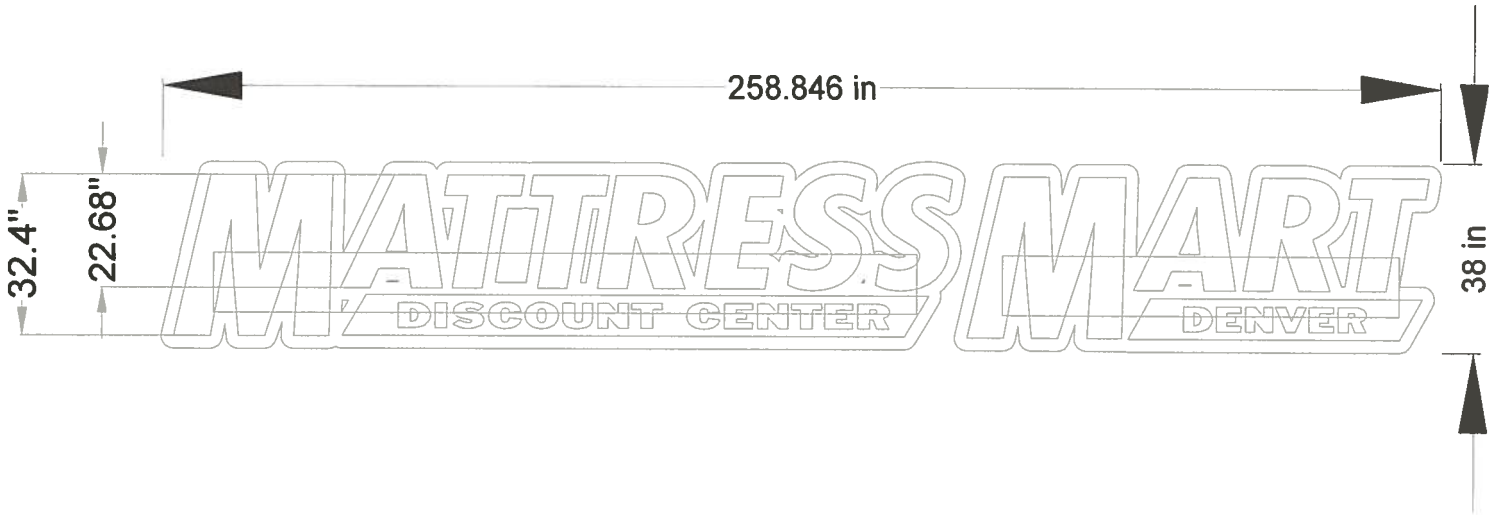
Please check all the boxes below indicating that you have included the following required documentation:

- 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



# MATTRESS MART

DISCOUNT CENTER DENVER

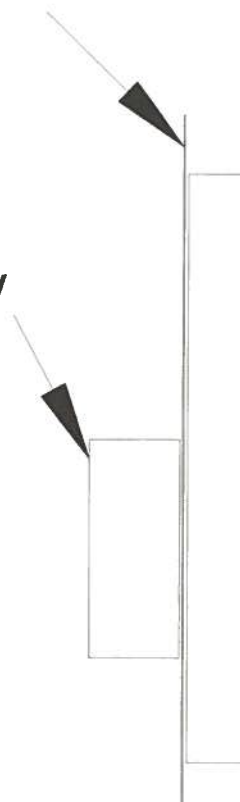


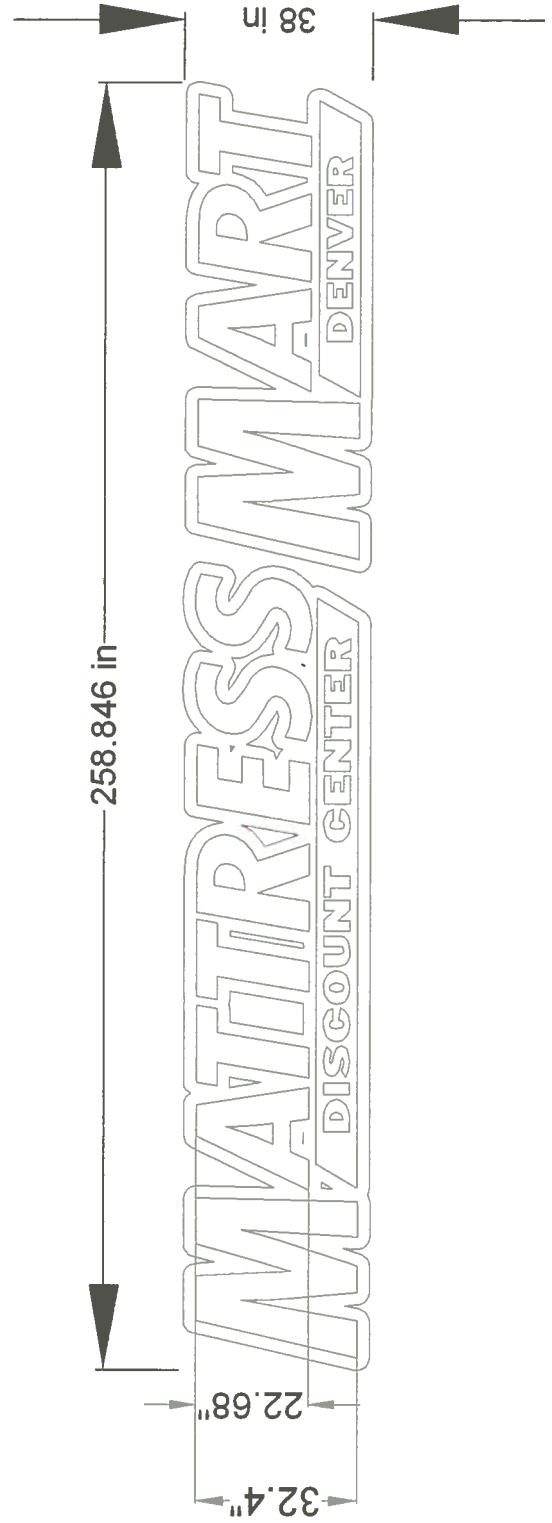
## Side View

.063 Aluminum x 38"  
Backer Plate  
White

Channel Letters & Logo Cans  
3" depth, 32.4", 22.6", 8.3"

Raceway  
5"x12"











# Ad-DeSign

# Estimate

670 McIntyre  
Golden, CO 80401

2/5/2016 # 601

303 260-7446  
Phone #

303 699-0466  
Fax #

Name / Address

Location

**Mattress Mart**  
**Malley Heights**  
**524 E. Malley Dr.**  
**Den 502-609-9262**  
**danmattressmartdiscountcenter@yahoo.com**

## Terms

50% down, 50% on completion

Description	Qty	U/M	Cost	Total
Channel Letters LED: 3/16 acrylic faces, 1" trim Cap, 1 stroke LED's, 3' deep .040 returns, .040 backs, 2 raceways, as per art attached	1		6,503.33	6,503.33T
Installation: Does NOT include external wiring or hook-up (electrician needed per code)	1		1,400.00	1,400.00T
Permit, (Estimate Only) Actual Permit Cost plus \$200.00 Fee			650.00	650.00
Comments: Logo Cabinet "DISCOUNT CENTER" & Backer Plate "MATTERSS" will have seams, we use 10' material			0.00	0.00

**Subtotal** **\$8,553.33**

**Sales Tax (4.5%)** **\$355.66**

**Total** **\$8,908.99**

All materials, product of workmanship, including including but not limited to, art, design and concept, remain the property of Ad-Dimension Sign & Graphics until payment is made in full. Any copying, reproduction, of art, design, concept, in part or full will result in a \$65.00 hr. charge for such workmanship.

Signature \_\_\_\_\_