

**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 _____, a business with an address of _____, Northglenn, CO ____ ("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 421 W. 104th Avenue, Suite B, Northglenn, CO 80234 (the "Property") with signage 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 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 _____ and ____ Cents (\$____) 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 to _____ and ___ Cents (\$_____) 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 ___ XX, 201X (18 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. 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.~~

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: Theodore J. Mora
Scissorhand Design Studio LLC
421 W 104th Avenue, Suite B
Northglenn, CO 80234

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.



Acceptance of General Conditions for a Northglenn Urban Renewal Authority (NURA) Business Improvement Grant (BIG)

DATE:

GRANTEE:

GRANT AMOUNT:

PURPOSE OF GRANT: Exterior Improvements

TERMS OF GRANT
ASSISTANCE:

The Grantee is not an agent, servant, employee, or subcontractor of the Northglenn Urban Renewal Authority (NURA) or the City of Northglenn.

The Grantee shall be solely responsible for all safety conditions and compliance with all safety regulations, building and zoning codes, ordinances, necessary permits, and other applicable regulations.

Funds are disbursed on a reimbursement basis, and cannot be issued until the project has been fully completed.

The Grantee must submit documentation of proof of payment for completed work to the NURA prior to the issuance of funding.

Before funding will be released, representatives of the NURA must review the completed project to determine that the actual work performed was the work that was approved.

The project approved for funding by the NURA Board of Directors must be completed within six (6) months of approval of the application, unless extended by the Board of Directors. If not completed within the aforementioned six month timeframe, or the timeframe for completion extended by the Board of Directors, funding from the NURA can be revoked by the Board of Directors.

The Grantee waives any claim against and fully releases the NURA and the City of Northglenn, and/or its agents, employees, officers and/or directors from any property damage, personal injury, or other loss relating in any way to the grant.

ONGOING FINANCIAL
COVENANTS:

The Grantee shall be responsible for maintaining valid and sufficient insurance coverage for property damage and personal injury for all property and improvements for which assistance is sought from the Grant.

The Grantee agrees to maintain the improvements for at least five years from the date hereof. The Grantee ~~and the Property Owner (if different)~~ agrees that this Acceptance of General Conditions shall be filed for record at the Office of the Adams County Clerk and Recorder, ~~and that this document shall constitute a lien upon the Subject Property to guarantee this condition. Should the improvements not be maintained for at least five years, the NURA shall have the right to foreclose its lien to recover the Grant amount. At the conclusion of the five-year period, the NURA will release the lien on the property if the Grantee is not in default hereof.~~

The applicant agrees to return a pro-rated amount of the grant money received if the improvement is removed within five years.

MISCELLANEOUS
COVENANTS:

The applicant authorizes the 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.

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[SIGNATURE(S) ON FOLLOWING PAGE(S)]

Notarized Signature of Grantee:

(Name of Grantee)

By: Grantee

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

Subscribed and affirmed before me this _____ day of _____, 20____, in the
County of _____, State of Colorado, by _____.

My Commission expires _____

[SEAL]

Signature of Notary

If Grantee is not the property owner, the property owner must review and co-sign this Acceptance of General Conditions below.

As owner of property at Property Address, Northglenn, CO 80234, I have reviewed the above Acceptance of General Conditions. I authorize the Grantee of Grantee at said address to perform exterior improvements described above as part of the Northglenn Urban Renewal Authority (NURA) Business Improvement Grant (BIG). As co-signor, I further agree to abide by all of the above terms and conditions of the Acceptance of General Conditions.

Notarized Signature of Property Owner:

Name of Owner/Company

By: Grantee

Name _____

Title _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

Subscribed and affirmed before me this _____ day of _____, 20____, in the
County of _____, State of Colorado, by _____.

My Commission expires _____

[SEAL]

Signature of Notary