

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH CORE PROGRESSION**

WHEREAS, (the "Tenant") Core Progression is making signage improvements to the property located at 10693 Melody Drive, Northglenn, CO 80234 (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 for up to Six Thousand, Seven Hundred and Ten Dollars and eighty-four cents (**\$6,710.84**) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
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 \_\_\_\_\_, 2016, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and Core Progression LLC a business with an address of 10693 Melody Drive, Northglenn, CO 80234 ("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 10693 Melody Drive, Northglenn, CO 80234 (the "Property") with signage improvements more specifically described in the attached **Exhibit B** (the "Signage 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 Six Thousand Seven Hundred Ten Dollars and Eighty Four Cents (\$6,710.84) 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 Six Thousand Seven Hundred Ten Dollars and Eighty Four Cents (\$6,710.84) 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 November 11, 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: Jonathan Cerf  
Core Progression LLC  
10693 Melody Drive  
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.

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

ATTEST:

\_\_\_\_\_  
Debbie Tuttle                      Date  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Parker  
NURA Attorney

Core Progression LLC

By \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO                      )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of Core Progression.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public



RECEIVED

APR 27 2016  
City of Northglenn  
Finance Dept.

## Business Improvement Grant (BIG) Application Form

Name of Applicant: Jonathan Cerf

Name of Business: Core Progression LLC

Address of Business: 10693 Melody Drive Northglenn, CO 80234

Mailing Address (if different than business): 2632 Lowell Blvd. Denver, CO 80211

Phone Number: 254-744-2661 Fax Number: \_\_\_\_\_

E-mail Address: JonCerf@yahoo.com

Type of Business: Personal Training

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

How many years has the business been in existence? 8 years

How long has the business been operating at the current location? Renovation Complete - June 2016

When does your current lease expire? ~~10 year lease~~ purchase Bldg

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

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

Property owner's address: \_\_\_\_\_

Property owner's phone number: \_\_\_\_\_

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?

I am requesting this grant in order to fully finish the renovation and make the business a valuable asset to the northglenn community.

**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** 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:**

Take down old sign boxes and old marquee and replace with new updated sign boxes. We are also doing landscape clean up to improve the overall look of building and improve curb appeal for northglenn traffic

**Bid information:**

Bid #1: Company Tom Signs Amount \$ 12,340.00 (including permit)

Bid #2: Company Fast Signs (in Northglenn) Amount \$ 11,184.73

Bid #3: Company Broomfield Sign Company, Inc. Amount \$ 20,104.

Which company have you chosen to perform the work? Fast Signs Bid #2

**Budget & Timing:**

Total overall proposed project budget: \$ 200,000 *→ total w/ building renovations (inside + out)*

Total amount of funding assistance being requested: \$ 6,710.84 - 60% using Northglenn Business

Desired completion date: June 1, 2016

**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 4/24/16

60% \*  
Northglenn  
Business



**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:**

---

**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
- 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

# Proposed Improvements:

A: Current condition of building condition prior  
to renovation.



\* Photos  
prior to  
improvements

↑  
Melody Drive  
facing  
side

↑  
Huron  
facing

↑  
Roadside

B: What it will look like with new signage  
installed.



\* Colored renderings  
of proposed  
Scope of work

↑  
Melody Drive  
facing

↑  
Huron  
facing

↑  
Roadside

To: JOn Ceft  
att:  
Fax:

Fr: Tom Nguyen  
Fax: 303-474-4978  
Email: tomsigns8@yahoo.com

**SIGN SPECIFICATIONS**

**MATERIALS**

Letter Deep: 5"  
Return color: black  
Aluminum Return Thickness: .040  
Transformer: yes  
< Trim cap color: black  
< Face color #:  
< Installation Method:

Wall type: \_\_\_\_\_  
Landlord approval: N Y  
Max Sqft. allowed by code: 75%  
Job address:

Accessibility from outside \_\_\_\_\_  
Letter height from grade 16ft



**ELECTRICAL SPECIFICATIONS**

< Illumination: non lit  
< Transformer:  
< Line Load: 120V-(1) 20 amp circuit  
#12 Cooper Wire Required.

**Individual Channel Letter non lit**

to remove 3 existing signs,  
and install two new logo boxes.

a new double face monu sign, LED lit ,  
graphics,  
total cost \$12340.00 included installation  
sign permit  
+ sale tax.

a 50 % deposit requires



**Tom Signs**

quality signs at affordable prices.

5306 Nelson St. Arvada, CO 80002

303-596.6415 Fax:303-474-4978

To Approve This, Please Sign Below and fax it back to us, thanks

Landlord I Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_ 16

**Copyright Notice ©**

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Bid 2

page 1 of 2



More than fast. More than signs.™

**FASTSIGNS - Northglenn**

1480 West 104th Avenue  
Northglenn, CO 80234  
ph: 303-255-9177  
fax: 303-255-9974  
Email: 287@fastsigns.com

**Estimate**

**287- 37747**

**Estimate Date:** 4/7/2016 3:00:46PM

**Printed:** 4/28/2016 4:08:55PM

**Customer:** Core Progression **ph:** (254) 744-2661  
**Contact:** Jon Cerf **Customer:** 18696  
**Description:** DN/Signs for New Location  
**Sales Person:** David Newblom  
**Clerk:** David Newblom **email:** joncerf@yahoo.com

Dear Samantha:

Thank you for the opportunity to help with your signage needs. This estimate is valid for 90 days from printed date. Please note that Permit fees and installation are not included unless specified. Your signature below authorizes us to proceed. Upon receipt of your approval, we will design proofs for your review. Please call if you have any questions or concerns.

This quote does not include permit fees or electrical hookup costs. Please let us know what we need to do to earn your business.

Sincerely,

David Newblom

	Product	Qty	Sides	H x W	Unit Cost	Install	Totals
1	ILLUMINATED CABINETS <b>Description:</b> LED lit box signs. Black with black retainers. <b>Color:</b> <b>Text:</b> Logo ---- New cabinets for above both entrances	* 1	1	60 x 96	\$6,245.50	\$0.00	\$6,245.50
2	Solvent Print on Lexan 3/16" <b>Description:</b> Solvent Print on Lexan ..375 (3/16"). for Monument Sign <b>Color:</b> White <b>Text:</b> Logo --- New Faces for Monument Sign	* 2	1	78 x 95.5	\$513.90	\$0.00	\$1,027.80
3	In-House Installation <b>Description:</b> Installation <b>Color:</b> NONE <b>Text:</b> Install (2) LED lit cabinet signs. Remove two existing cabinet signs. Install two Lexan faces in monument sign.	* 1	1	0 x 0	\$1,700.00	\$0.00	\$1,700.00

**Notes:**

9609.73  
1575.00  
            
Total 11,184.73

Line Item Total:	<b>\$8,973.30</b>
Tax Exempt Amt:	<b>\$1,700.00</b>
Subtotal:	<b>\$8,973.30</b>
Taxes:	<b>\$636.43</b>
Total:	<b>\$9,609.73</b>

**Deposit Required: \$9,609.73**



More than fast. More than signs.

**FASTSIGNS - Northglenn**

1480 West 104th Avenue  
Northglenn, CO 80234  
ph: 303-255-9177  
fax: 303-255-9974  
Email: 287@fastsigns.com

**Estimate**

**287- 38025**

Estimate Date: 5/4/2016 12:12:28PM

Printed: 5/4/2016 12:12:45PM

Customer: **Core Progression** ph: (254) 744-2661  
Contact: Jon Cerf Customer: 18696  
Description: RB/refurbish/repair cabinet box on Melody  
Sales Person: Rakesh Bhoola email: joncerf@yahoo.com  
Clerk: Rakesh Bhoola

Sincerely,

Rakesh Bhoola  
Owner

	Product	Qty	Sides	H x W	Unit Cost	Install	Totals
1	MISC. <b>Description:</b> To re-skin the cabinet box sign (black) <b>Color:</b> White	1	1	1 x 1	\$568.75	\$0.00	\$568.75
2	MISC. <b>Description:</b> To service this sign with 8 new bulbs and two new high-efficiency electronic ballasts \$1006.25 (price also includes replacing the 2 missing sockets and re-wiring the entire sign) The electrical of this sign will have a two year warranty. <b>Color:</b> White	1	1	1 x 1	\$1,006.25	\$0.00	\$1,006.25

**Notes:**

Line Item Total:	<b>\$1,575.00</b>
Tax Exempt Amt:	<b>\$1,575.00</b>
Subtotal:	<b>\$1,575.00</b>
Taxes:	<b>\$0.00</b>
Total:	<b>\$1,575.00</b>

Deposit Required: **\$1,575.00**

Bill To: Core Progression  
Jon Cerf  
10693 Melody Dr  
Northglenn, CO 80234

Full payment required at time of order. A 1.5% monthly interest rate will be added to all unpaid invoices. Customer pays all collection and/or attorney fees if account goes to collection.

Received/Accepted By: \_\_\_\_\_ / /

Bid# 3

# QUOTE

Broomfield Sign Company, Inc  
7245 W 116th Pl  
Broomfield, CO, 80020 USA  
Phone: (303)-464-0644 Fax: (303)-464-0608  
www.bsccsigns.com  
office@bsccsigns.com



DATE: 4/20/2016  
QUOTE REF. NUMBER: 015197  
PRICE VALID UNTIL: 5/20/2016  
PAYMENT TERMS: Net 7

**YOUR SALES PERSON IS:**

**Julia K. Harding**

PHONE: (303) 464-0644

EMAIL: julia@bsccsigns.com

**BILL TO:**

COREPRO001  
Samantha Bailey  
Core Progression  
10693 Melody Drive  
Northglenn, CO 80234 USA

**SITE LOCATION:**

Core Progression  
10693 Melody Drive  
Northglenn, CO 80234 USA

Phone: (720) 463-3238 Fax:  
Email [samantha.bailey06@gmail.com](mailto:samantha.bailey06@gmail.com)

Phone (720) 436-3238 Fax

Quantity	Description	Unit Price	Extended Price
1	Permitting Acquisition - Charged per hour with a minimum of 3 hours.  May be subject to additional labor and fees, to include: Sidewalk and Road closures, Meter Bagging, Variances, Traffic Control, Design, Review, ETC. Will be charged by the hour, with any fees for these services charged at cost.	\$268.11	\$268.11
1	Permit Fees ***This will be applied to the invoice after permit has been issued***	\$0.00	\$0.00
2	CUSTOM CABINET	\$5,660.52	\$11,321.04
2	CUSTOM CABINET - Replacement face - 78 x 96 - new lamps and ballast - NO PAINT OF EXISTING SIGN OR BASE New rider panel - white w/ vinyl copy FLAT	\$1,726.21	\$3,452.42
1	CUSTOM CABINET - Replacement face - 24 x 96 - new lamps and ballast - NO PAINT OF EXISTING SIGN	\$860.64	\$860.64
1	Custom Installation - install 2 new illuminated wall sign - install new faces , lamps and ballasts in monument sign - NO PAINT - install new face , lamps and ballast in 24 x 96 wall sign - remove two existing wall signs - scrap	\$2,834.72	\$2,834.72

50% DEPOSIT TO START, balance due NET 7. You are ordering a custom made product. No changes after accepting this bid, No cancellations and No refunds. All signs & materials remain property of BSC SIGNS, until paid in full and are subject to repossession for non payment. Buyer to pay for repossession/removal and re-installation costs. Any written warranty offered by BSC Signs, shall be void if a balance is overdue. If product is warranted, No warranty services will be performed on past due accounts. Past due amounts are subject to a service charge of 1.5% per month from the invoice date. BSC Signs shall be entitled to recover all costs of collection, including court costs & attorney fees. The buyer is responsible for all damages & costs incurred by BSC Signs resulting from unknown conditions or hazards. BSC Signs shall not be liable for any consequential loss or damages of any nature arising from performance of this contract and is limited to the contract bid price. Sales Tax Subject to Change.

TAXABLE:	\$15,634.10
NON TAXABLE:	\$3,102.83
SALES TAX:	\$1,367.98
FREIGHT:	\$0.00
Misc	\$0.00

**TOTAL PRICE: \$20,104.91**

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

**AUTHORIZED SIGNATURE**