# NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (BIG)

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this day of, 20 , (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and ("Grantee") (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, <i>et seq.</i> , to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight; and
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 owners of property within NURA boundaries; and
WHEREAS, Grantee desires to improve the property located at (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as <b>Exhibit B</b> (the "Improvements"); and
WHEREAS, the Improvements are intended to preserve 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; and
WHEREAS, the Improvements will further the public purpose of NURA as set forth in C.R.S. $\S$ 31-25-102; and
WHEREAS, NURA desires to reimburse Grantee by paying Grantee for a portion of the Improvements pursuant to the terms of this Agreement.
<b>NOW, THEREFORE</b> , 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, <i>et seq.</i> , 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 Grantee an amount up to a maximum amount of (\$0,000.00) for
the Improvements as follows:
<ol> <li>The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, all applicable</li> </ol>

- 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 Grantee 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. Grantee 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 Grantee by the contractor(s), but shall not include taxes or internal Grantee costs, such as Grantee staff time or Grantee travel expenses.

## B. Reimbursement to Grantee shall be made as follows:

- Reimbursement shall not be made until all of the Improvements have been fully completed and all governmental requirements have been satisfied; and
- 2. Upon completion of the Improvements and Grantee 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 Grantee up to a maximum amount of

(\$0,000.00) for the Actual Direct Costs incurred by Grantee for the Improvements; and

3. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by Month, Day, Year.

### II. ONGOING GRANTEE OBLIGATIONS

In addition to any ongoing obligations set forth in or reasonably implied from Section I, Grantee shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Grantee fails to comply with the above-referenced conditions, Grantee shall reimburse NURA for all amounts paid by NURA to Grantee under this Agreement; provided that NURA shall first provide Grantee with written notice that one or both of the above-referenced conditions has been breached and Grantee shall have ten (10) days to cure the breach.

#### III. PROMOTION

Grantee authorizes NURA to promote the approved project, including but not limited to the following: Website, Signage, Northglenn Connection, Economic Development Enewsletter, and other marketing and promotional publications and communication methods.

## IV. INDEMNIFICATION

Grantee 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 Grantee, any subcontractor of Grantee, or any officer, employee, representative, or agent of Grantee, or which arise out of any worker's compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

## V. MISCELLANEOUS

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- A. <u>Governing Law and Venue</u>. 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. <u>No Waiver</u>. 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. <u>Integration</u>. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and NURA, superseding all prior oral or written communications.
- D. <u>Third Parties</u>. There are no intended third-party beneficiaries to this Agreement.
- E. <u>Notice</u>. 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.

Evecutive Director

II to NOIVA.	Northglenn Urban Renewal Authority 11701 Community Center Drive Northglenn, CO 80233
If to Grantee:	
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Either party may change such notice address upon prior written notice to the other party.

- F. <u>Severability</u>. 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. <u>Modification</u>. This Agreement may only be modified upon written agreement of the Parties.
- H. <u>Assignment</u>. 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. <u>Governmental Immunity</u>. 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. <u>Rights and Remedies</u>. 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. <u>Subject to Annual Appropriations</u>. 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.

[Remainder of page intentionally blank. Signatures on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

	AUTHORITY	AUTHORITY	
	Rosie Garner Chair	Date	
ATTEST:			
Debbie Tuttle Date Executive Director			
APPROVED AS TO FORM:			
Jeff Parker NURA Attorney	_		

	Grantee	
	By	
	Its:	
STATE OF COLORADO	)	
COUNTY OF	) ss. _ )	
	t was subscribed, sworn to and acknowledg , 2019, by as	
My commission expires:		
(SEAL)	N. C. D. L.	
	Notary Public	