

A RESOLUTION APPROVING A BUSINESS UTILITIES ASSISTANCE GRANT (BUAG) WITH PALMER PLAZA LLC

WHEREAS, Palmer Plaza LLC (the "Owner") is making utilities improvements to the property located at 11455 Washington Street, Northglenn, CO 80233 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for utility upgrade 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 Four Thousand One Hundred Eight Dollars and Forty Five Cents (**\$4,108.45**) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2017

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
BUSINESS UTILITIES ASSISTANCE GRANT (BUAG)**

THIS BUSINESS UTILITY ASSISTANCE AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2017, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") Palmer Plaza 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 11455 Washington Street, Northglenn, CO 80233 (the "Property") with a utility improvements more specifically described in the attached **Exhibit B** (the "Improvements");

WHEREAS, the Improvements are intended to preserving the interior utilities 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 a maximum of Four Thousand One Hundred Eight Dollars and Forty Five Cents (\$4,108.45) to 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 Four Thousand One Hundred Eight Dollars and Forty Five Cents (\$4,108.45) 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 a maximum of Four Thousand One Hundred Eight Dollars and Forty Five Cents (\$4,108.45) 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 February 9, 2018.

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: Mark Kalinoski
Palmer Plaza LLC
11455 Washington Street
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.

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

Palmer Plaza LLC

By M. Kamin

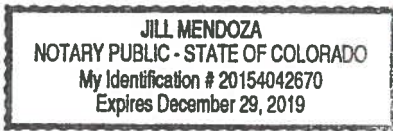
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7 day of August, 2017, by Mark Kamin as President of Palmer Plaza LLC.

My commission expires: 12/29/19

(S E A L)



Jill Mendoza
Notary Public



Business Utilities Assistance Grant (BUAG) Application Form

Name of Applicant: Mark Kalinoski

Name of Business: Palmer Plaza LLC

Address of Business: 11455 Washington St, Northglenn Co.

Mailing Address (if different than business): 300 W 11th Ave, Denver Co. 80204 (Unit 19A)

Phone Number: 720-940-6254 Fax Number: _____

E-mail Address: mkalinosk@aol.com

Type of Business: Retail / office

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? No 20 years owner

How long has the business been operating at the current location? No 20 years owner

When does your current lease expire? No owner

If lease expires in less than two years, please explain the circumstances: No

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?

To install a domestic water backflow device
To upgrade sprinkler system backflow device

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 (if applicable).

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.

Utilities Improvements Description:

To install a domestic water backflow device
To upgrade sprinkler system backflow device

Bid information:

Bid #1: Company Empire Fire & Safety Inc Amount \$ 8216.89*
Bid #2: Company Fire Inspection Services Amount \$ 11476
Bid #3: Company Karmichael + Company Amount \$ 9885.00

Which company have you chosen to perform the work? Empire (Northglenn)

Budget & Timing:

Total overall proposed project budget: \$ \$ 8,216.89

Total amount of funding assistance being requested: \$ \$ 4,108.45

Desired completion date: 9/30/17

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 of the city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Utilities Assistance 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 Mark Kalmy Date 7/26/17

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 11455 Washington St (address) I have reviewed the above application and authorize the operator of Empire Fire & Safety, Inc (business name) at said address to perform improvements described above as part of the NURA Business Utilities Assistance Grant program.

Signature of Property Owner or Authorized Representative:

Mark Kalinowski 7/28/17
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 where the improvements will be made prior to the improvements (if applicable)
- Color rendering(s) of 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
- Pre-Treatment Questionnaire
- Completed W-9 – Request for Taxpayer ID & Certification



Empire Fire & Safety Inc
 Empire Fire & Safety, Inc
 10475 Irma Dr #17
 Northglenn, CO 80233

Estimate

Date
7/11/2017

Name / Address
NJ Development 11445 Washington St. Northglenn, CO 80233

Work Site
NJ Development 11445 Washington St. Northglenn, CO 80233

P.O. No.	Terms	Schedule Date	Technician	Type of Work	Work order #	Approved By
		7/11/2017		Backflow		
Qty	Description			Cost	Total	
1	Backflow Device - 6" Double Check for fire line			2,574.00	2,574.00T	
1	Backflow Device - 2" Reduced Pressure for antifreeze system			742.00	742.00T	
1	Backflow Device - 2 " Reduced Pressure for domestic line			742.00	742.00T	
1	Miscellaneous Hardware - Copper fittings, drain parts, hangers, air gap			635.00	635.00T	
1	Labor - Installation of three backflow devices, coring of wall			2,800.00	2,800.00	
1	Permit			313.25	313.25	
<p>I called Northglenn building department and they said we do not need to supply drawings. If that's the case you can subtract the design/drawings cost of 1500.00. I left it on just in case.</p>						

Please call if you have any questions regarding this quote - Dave Walker 303-217-1438 Thank You.	Subtotal	\$7,806.25
	Sales Tax (8.75%)	\$410.64
	Total	\$8,216.89

Signature _____

Phone #	Fax #	E-mail	Web Site
303-451-0975	303-920-9298	empirefiresafety@msn.com	www.empirefiresafety.com

Karmichael & Company Fire Protection Systems, Inc

July 14, 2017

Palmer Plaza
11455 Washington St.
Northglenn, CO

Attn: Mark Kalinosk
Re: Backflow preventers

Greetings Mark,

As requested, we have prepared this quotation to replace the obsolete 6" backflow preventer on the incoming fire service and install (1) new 1 1/2" backflow preventer and listed expansion tank on the anti-freeze. The following details the costs to perform the described changes;

Material	
(1) 1 1/2" RP BFP	\$610.00
(1) Fire-X-Trol FPT 12 Expansion Tank	\$1900.00
(1) 6" Colt 200 BFP	\$2700.00
(*) Misc Materials	\$300.00
Sales Taxes	\$425.00
Engineering & Hydraulic Calc's	\$1050.00
Field Labor (16 Hrs @ 85.00/Hr)	\$1360.00
Permits	\$250.00
Subtotal	\$8595.00
15% Overhead and Profit	\$1290.00
Total Cost	\$9885.00

Please be aware, the fire alarm contractor will be required to wire the new tamper switches in to the existing fire alarm system.

Sincerely,

Michael J. Grillos

21512 CR 4 Hudson, CO 80642 (303) 536-4697



510 Compton Street, Unit 101
Broomfield, CO 80020
(303) 432-8370
(303) 422-0680

PROPOSAL

May 3, 2017

Company: *Palmer Plaza*
Attn: *Mark Kalnoski*

Project: *Palmer Plaza*
Backflow Installations

We are pleased to present our proposal for the above-mentioned fire system project

Clarifications:

Replace obsolete backflow device on fire system \$6970

Install new 1.5" backflow device on domestic water line \$4506
Price excludes drywall cut and repair

Installation to meet the requirements of NFPA 13 and City of Northglenn
Price based on normal working hours Monday thru Friday.
An area in the work space to be provided for fabrication of pipe.
System to be filled at the end of each work day.
Price includes plans, permit materials, installation labor,

Standard exclusions:

Cut, patch, or paint of wall, ceils. Etc.
Repair of alarm devices or wiring
Fire extinguishers & cabinets.
Any fees for draining the system.

Repair of existing piping
Hydraulic testing
Overtime or off hour work

Cost: \$ 6,970

Respectfully,

Jim Hebert
Estimator

Phone: *(303) 432-8370*
Email: jim@fireinspectionsservices.com



Acceptance of General Conditions for a Northglenn Urban Renewal Authority (NURA) Business Utility Assistance Grant (BUAG)

DATE: August 9, 2017

GRANTEE: Palmer Plaza LLC

GRANT AMOUNT: \$4,108.45

PURPOSE OF GRANT: Utility Upgrades

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) agree 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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