

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH NORTHGLENN LLC

WHEREAS, (the "Owner") is making sign improvements to its property known as the Washington Center located at the Southeast Corner of Washington Street, Northglenn, CO 80233 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for parking lot 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 12th day of August, 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 ("Business Owner") Northglenn LLC (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, Business Owner desires to improve the property it owns located at the Southeast Corner of 120th & Washington Street (Washington Center), Northglenn, CO 80233 (the "Property") with a parking lot improvements more specifically described in the attached **Exhibit B** (the "Parking Lot 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 Seven Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$7,750.00) 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 Seven Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$7,750.00.00), 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 12, 2017.

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: Jay Brown
Northglenn LLC
2530 Crawford Ave., Suite 102
Evanston, IL 60201

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.



Business Improvement Grant (BIG) Application Form

Name of Applicant: Northglenn LLC

Name of Business: Washington Center; 120th & Washington

Address of Business: SEC 120th Avenue & Washington Street, Northglenn, CO 80233

Mailing Address (if different than business): 2530 Crawford Ave #102; Evanston, IL 60201

Phone Number: 303-280-3500 **Fax Number:** 847-574-8100

E-mail Address: jaylon7@gmail.com

Type of Business: Shopping center / property management

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? since 2002

How long has the business been operating at the current location? since 2002; 13 yrs

When does your current lease expire? n/a

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?

We are looking to repair, re-seal and stripe the parking lot, which needs it drastically. This
grant will allow us to do this at a time that it would otherwise not be financially feasible.
Such improvements to the parking lot will greatly enhance the aesthetics for the businesses.

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.

Two 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:

We are planning to repair, re-seal and then re-stripe the entire lot of Washington Center. This entails approximately 4 acres out of the almost 7 acre property.

Bid information: dba - 6WhW3ebZSfi aq Ži i i ŽWhW3ebZSfi aq Žā

Bid #1: Company Asphalt Maintenance, 3758 E 104th, Thornton 80233 Amount \$ 15,500.00

Bid #2: Company I & A Asphalt Services LLC, 321 Quail Rd, Longmont 80501 Amount \$ 18,500.00

Bid #3: Company Affordable Roofing & Paving; 12801 Lafayette St, Thornton 80241 Amount \$ 12,500.00

Which company have you chosen to perform the work? Asphalt Maintenance

Budget & Timing:

Total overall proposed project budget: \$ 15,500.00

Total amount of funding assistance being requested: \$ 7,750.00

Desired completion date: As soon as possible; hopefully before Labor Day

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 and proof of completed project produced prior to release of grant funds.

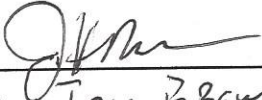
Signature of Applicant  Date 8/3/15

Property Owner Authorization:

If 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 566 120th WASHINGTON, NORTHGLENN (address) I have reviewed the above application and authorize the operator of WASHINGTON CENTER (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 JAY BROWN, MANAGER, WASHINGTON CENTER Date 8/3/2015

SUBMITTAL CHECKLIST

Please include the following and initial each item to show that it has been included:

- 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
- Two (2) 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

Denver Asphalt Worx

Andrew Yanes (720)-525-4724 3758 E 104TH AVE Thornton co, 80233

Proposal

Submitted To: George

Date: 7/5/15

Buss. Name: Washington Center

Address:

We Herby Submit Specifications And Estimates For: Parking Lot

- (1) Clean Off Parking Lot With Air Blower
- (2) Fill Cracks ½ Inch In With Or Larger With Hot Rubberized Crack Filler
- (3) Sealcoat Approximately 120,000 sq ft of Parking Lot With Asphalt Emulsion Sealer
- (4) Restripe Parking Lines Handicaps & Crosswalks

Note Café Mexico & Walgreens Is Not Included

We Hereby Propose To Furnish Labor & Materials Complete In Accordance With The Above Specifications. For The Sum Of **\$12,000**

Total \$12,000 Payment To Be Made As Follows ½

Down At Job Start And Balance Upon Completion

Acceptance of Proposal the Above Prices, Specifications And Conditions Are Satisfactory And Are Hereby Accepted You Are Authorized To Do Work As Specified, Payments Will Be Made As Outlined Above

Date Of Acceptance

Customer Signature

Contractor Signature

- Please see Addendum which is made a part of this agreement.

Denver Asphalt Worx

Andrew Yanes (720)-525-4724 3758 E 104TH AVE Thornton co, 80233

Proposal

Submitted To: George

Date:7/5/15

Buss. Name:

Address: 852 e 120th ave Northglenn 80233

We Herby Submit Specifications And Estimates For: Parking Lot

- (1) Clean Off Parking Lot With Air Blowers
- (2)Sealcoat Approximately 10,000 sq ft of Parking Lot heavily With Asphalt Emulsion Sealer With Added Black Sand
- (3)Restripe Parking Lines Handicaps & Crosswalks **\$1,500**

Note Optional Separate Price On Patching Potholes & Low Spots \$2,000

We Hereby Propose To Furnish Labor & Materials Complete In Accordance With The Above Specifications. For The Sum Of **\$3,500**
Total \$3,500 Payment To Be Made As Follows ½ Down
At Job Start & Balance Upon Completion

Acceptance of Proposal the Above Prices, Specifications And Conditions Are Satisfactory And Are Hereby Accepted You Are Authorized To Do Work As Specified, Payments Will Be Made As Outlined Above

Date Of Acceptance

Customer Signature

Contractor Signature

- Please see addendum which is made a part of this agreement.

**ADDENDUM TO AGREEMENT BY AND BETWEEN
DENVER ASPHALT WORX AND NORTHGLENN LLC**

This is an Addendum to the Agreements for the property at **852 e 120th ave Northglenn 80233 and Washington Center** dated 7/5/15 by and between DENVER ASPHALT WORX ("Contractor") and Northglenn LLC ("Client"). Where there is a conflict, the terms of this Addendum take precedence.

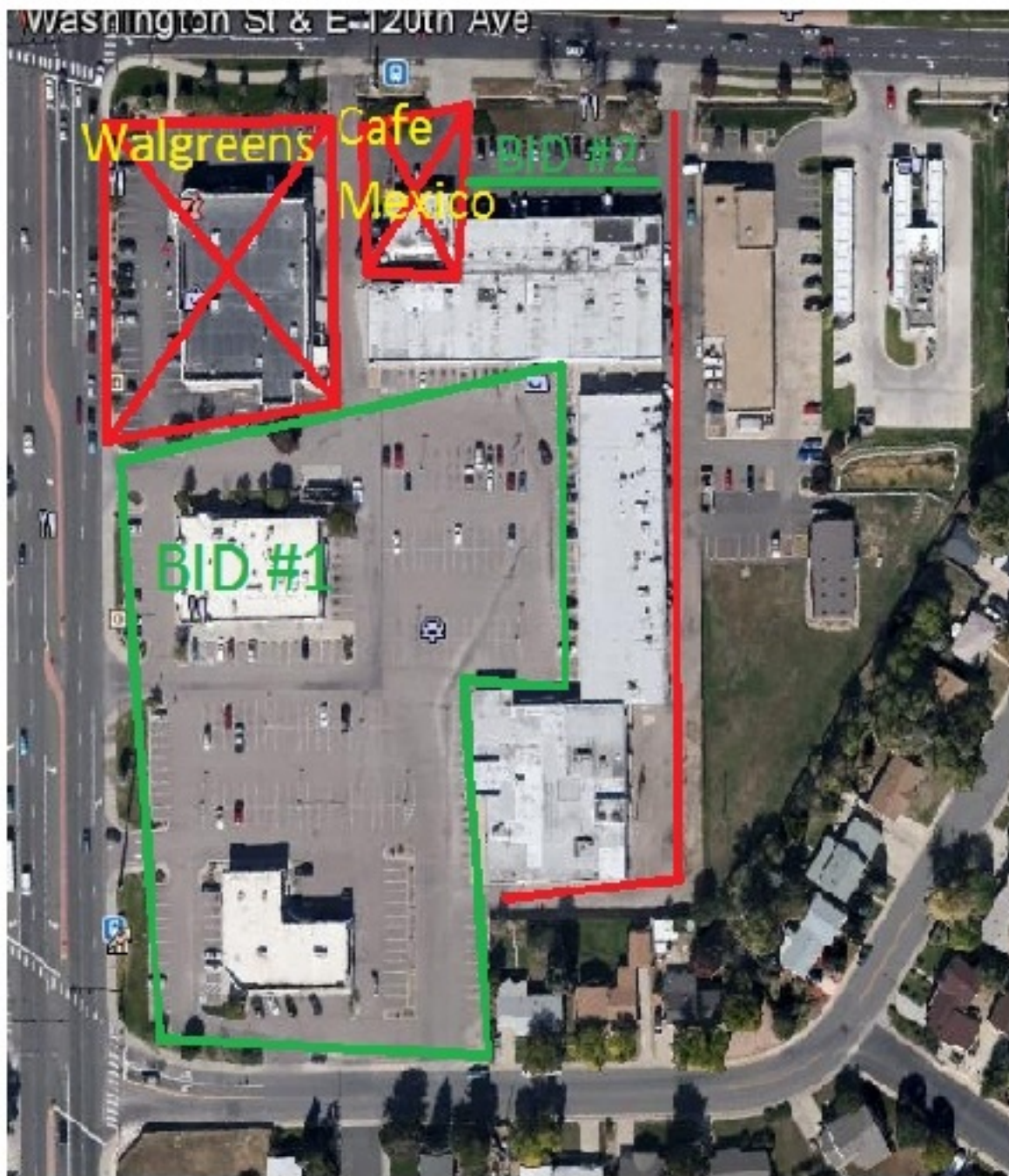
- 1) Contractor will use an **asphalt emulsion sealer which is commercial grade heavy duty material.**
- 2) **Contractor will make sure that the sealer is sprayed and overlapped for a "two coat" result.**
- 3) Cracks to be filled with a hot rubberized crack filler
- 4) 120th area (Subway, Smashburger, etc) to be filled with extra asphalt to level before striping.
- 5) Striping to be done **using heavy duty latex high traffic paint, and shall include the replacement of all handicap spaces and markings as well.**
- 6) **Contractor to work on Saturday / Sunday to take advantage of no DMV weekday traffic; and shall do the lot in 2 stages in order that there will always be available parking for businesses who are open during the job.**
- 7) **Payment to be made upon completion of job.**
- 8) **Job to begin within 7 business days of Client triggering advising of approval of City of Northglenn.**

FOR CONTRACTOR:

FOR CLIENT:

Dated: _____

Dated: _____



Here Is a Site Plan
Areas Marked Red
Are Excluded In
Contract Areas
Marked Green Are
Bid #1 Approximately
120,000 sq ft

Bid #2 Approximately
10,000 sq ft



Summary

Details			
Name	denver asphalt worx llc		
Status	Good Standing	Formation date	04/24/2015
ID number	20151281773	Form	Limited Liability Company
Periodic report month	April	Jurisdiction	Colorado
		Term of duration	Perpetual
Principal office street address	3758 E 104th ave #54, Thornton, CO 80233, United States		
Principal office mailing address	3758 E 104th ave #54, Thornton, CO 80233, United States		

Registered Agent	
Name	Perry Stevens
Street address	3758 E 104th ave #54, Thornton, CO 80233, United States
Mailing address	3758 E 104th ave #54, Thornton, CO 80233, United States

I & A ASPHALT SERVICES LLC

The Best Service for the Best Price

- Crackseal
- Striping
- Paving
- Snow Removal
- Seal Coating
- Patching
- Concrete
- Plowing

Cell: 720-620-1144

i.a.a.s.llc@gmail.com

Contract No. 009915

Date: 7/9/15

321 QUAIL RD #5203
LONGMONT CO 80501

11900 N Washington St
Northglenn CO 80233

Contact: Giorgio

Proposal Description

CRACKSEALING: Clean all cracks over 3/8 with brooms and blower. Crack seal with #3405 Hot Pour Rubberized crack sealer. There is no material applied to asphalt and concrete joints unless other specified in this contract. Alligatored areas will receive crack seal around only.

SEALCOATING : 146,700 sq ft Clean lot and prepare with blowers and wire broom.

Apply 2 coats of sealer using a heavy duty Coal Tar Emulsion blend sealer with recommended additives and sand for traction and durability.

RE- STRIPING PARKING LOT:

Provide re-stripe lot using a layout and heavy duty traffic paint include handicap areas.

PAYMENT TERMS: We hereby propose to furnish labor and material-complete in accordance with the above specification for the sum (\$18,500.00) with payment to be as follows: Half of total price up front and remainder at time of completion.

All work to be completed in a workmanlike manner according to standard practices. The price includes all material guaranteed for one year. If any changes to the specification need to be made it must occur in writing. All agreements are expressly contingent upon strikes, accidents or delay beyond the control of (I&AASLLC). This proposal may be withdrawn by us in 30 days.

Acceptance of Proposal

The above price specification and conditions are satisfactory and hereby accepted, and I agree to pay I&AASLLC. You are authorized to do the work as specified. Payment will be made as outlined above. In the event I do not comply with the above payment outline, I agree to pay 18% per annum interest. In the event collection efforts are necessary, I agree to pay all collection, locating attorney, and court fees. I understand that I am responsible for the entire amount of my account and all quotations of fees estimates.

CONTRACT PRICE \$ 18,500.00

Accepting Agent

Hector Estrada

DATE

IF YOU HAVE ANY QUESTION I CAN BE REACHED AT 720-620-1144.

FOR WORK TO BE SCHEDULED SIGN AND RETURN CONTRACT BY EMAIL
I.A.A.S.LLC@GMAIL.COM

THANK YOU FOR YOUR BUSINESS

AFFORDABLE ROOFING & PAVING CO.

12801 Lafayette St Thornton Co, 80241 (720)900-6778

To: Jay Brown

Location 120th and Washington St

1. To clean entire complex with blowers and brooms from all loose debris.
2. Patch all pot holes with hot asphalt type © and compact.
3. Crack fill all large cracks with a rubberized crack filler.
4. Seal coat entire complex with a ultra seal sealer with multi coats.
5. Re-stripe all lines and handi-caps as prior.
6. A three year warranty on all work labor and materials.
7. Total price \$12,500.00 to be paid \$5,000.00 on start and balance in full of \$7,500.00 upon completion.

Section in the back just to seal coat is a extra \$1,500.00

Burger



metro
Authorized Dealer

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PREPAID

SMART PHONES

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Se Habla Español

metro
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SAT 10:00-7:00
SUN 11:00-5:00

ACCESS

SE HABLA

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smashburger

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ANIMAL CLINIC NORTH

ASAP ALTERATIONS

ALTERATIONS





Mexico

438-6775



metro 5
Laboratory

DRIVER'S L



11874

Plasma



ERICA

My Cat

vibe



I & A ASPHALT SERVICES LLC

The Best Service for the Best Price

- Crackseal
- Striping
- Paving
- Snow Removal
- Seal Coating
- Patching
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Hector Estrada

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IF YOU HAVE ANY QUESTION I CAN REACHED AT 720-620-1144.

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M-F 10:00-7:00
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VET
ANIMAL CLINIC NORTH

ASAP ALTERATIONS

ALTERATIONS





Mexico

438-6775



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Plasma



EARN UP TO \$300
per session
CSL
PLASMA



ERICA

My Cat

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