

A RESOLUTION APPROVING A BUSINESS UTILITY ASSISTANCE GRANT (BUAG) WITH BELTRAN’S MEAT MARKET

WHEREAS, Beltran's Meat Market (the “Owner”) is making utility improvements to the property located at 11920 Washington Street, Unit B, 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 Seven Thousand Seven Hundred and Five Dollars and Zero Cents (**\$7,705.00**) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2018

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

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

THIS BUSINESS UTILITY ASSISTANCE AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2018, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") Beltran's Meat Market (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 11920 Washington St, Unit B, 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 Seven Thousand Seven Hundred and Five Dollars and Zero Cents (\$7,705.00) 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 Seven Thousand Seven Hundred and Five Dollars and Zero Cents (\$7,705.00) 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 Seven Thousand Seven Hundred and Five Dollars and Zero Cents (\$7,705.00) 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 April 10, 2019.

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: Valerie Beltran
Beltran's Meat Market
11920 Washington St, Unit B
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

Beltran's Meat Market

By Valerie Beltran

Its: Registered Agent

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4 day of October, 2018, by Valerie Beltran as Registered Agent of Beltran's Meat Market.

My commission expires: 12/29/19

(SEAL)

JILL MENDOZA
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154042670
Expires December 29, 2019

Jill Mendoza
Notary Public



Business Utility Assistance Grant (BUAG) Application Form

Name of Applicant: Valerie Beltran

Name of Business: Beltran's Meat Market,

Address of Business: 11932 Washington St

Mailing Address (if different than business):

Phone Number: 303 330-7002 Email: info@beltransmarket.com

Type of Business: market & grill

Applicant is the: [] Property Owner [X] Business Owner [] Other

How many years has the business been in existence? 2

How long has the business been operating at the current location? 2

When does your current lease expire? 2023

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

Property owner's name (if different from applicant): Jaylon Inc.

Property owner's address: 2530 Crawford Ave #102 Evanston, IL 60201

Property owner's phone number: 847-491-6787

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 remove current grease interceptor and replace with a new one as required by City.

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.

Utility Improvements Description:

Excavate, remove and replace grease trap.

Bid information:

Bid #1: Company	<u>Priority Drain & Sewer</u>	Amount \$	<u>15,410.⁰⁰</u>
Bid #2: Company	<u>Sewer Solutions</u>	Amount \$	<u>15,550.⁰⁰</u>
Bid #3: Company	<u>Brothers Plumbing</u>	Amount \$	<u>14,892.⁰⁰</u>

Which company have you chosen to perform the work? Priority Drain & Sewer

Is this company licensed to perform work in Northglenn? Unsure

Budget & Timing:

Total overall proposed project budget: \$ 20000.⁰⁰

Total amount of funding assistance being requested: \$ 10000.⁰⁰

Desired completion date: 10-25-18

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 Utility Assistance Grant program as warranted.

The applicant understands that, in the event this application is approved, a binding agreement 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 9/26/18



Priority Drain & Sewer
 2270 W. Chenango Ave, Suite 400
 Littleton, CO 80120 US
 (720) 955-7951
 customerservice@prioritydrain.com
 http://www.prioritydrain.com/

Estimate

ADDRESS
 Beltran's Meat Market
 11920 N WASHINGTON ST
 Northglenn, co 80234

ESTIMATE #	DATE	EXPIRATION DATE
7647	09/27/2018	10/27/2018

DATE	ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
09/27/2018	Excavations	EXCAVATE, REMOVE, AND REPLACE EXISTING 400 GALLON GREASE TRAP WITH 1,060 GALLON GREASE TRAP ON EAST SIDE OF BUILDING IN ASPHALT DRIVE INSTALL NEW 2" VENT PIPING ATTACH TO EXISTING INLET AND OUTLET OF GREASE TRAP. REVISED	1	14,750.00	14,750.00
09/27/2018	Exclusions	Utility conflicts, private utilities, decorative concrete, brick patios, pole support, box shoring, damages caused by unstable soil conditins, landscaping, irrigation, flooring, carpentry, paint, drywall, dust mitigation and any unforeseen circumstances.	1	0.00	0.00

TOTAL **\$14,750.00**

Accepted By

Accepted Date

Make all checks payable to Priority Drain and Sewer. Payment is due upon receipt.

If you have any questions concerning this invoice, contact Keith Raymond | 720-636-5817 | kraymond@prioritydrain.com

Thank you for your business!

Sewer Solutions

Marvin Quintana
12650 W. 64th Avenue #E303
Arvada, CO 80004
M: 303-514-7856
marvin@sewer-solutions.com

Bill To

Valerie Beltran
11920 Washington St, Denver, Co 80233
N/A
info@beltransmarket.com

EST28031

Date 09/21/2018

DESCRIPTION	QTY	RATE	AMOUNT
Grease trap install 1000 Gal we will either fill in old grease trap or remove for placement of new grease trap this job will take 3 to 4 days		\$15,550.00	\$15,550.00
This price includes backhoe, operators, labors, plumbers, pipe, fittings, bedding, shoring, saw cuts, asphalt / Concrete, permits, inspectors, clean outs, grease trap....			
Sewer Solutions requires 1/2 down before start of job other 1/2 day of job completion			
Sewer Solutions is not responsible for landscaping trees, bushes, cave-ins, sod, etc...			
05 year parts & labor warranty			
Thank you for the opportunity to earn your business..			
If you have any questions please call			
Marvin Quintana 303-514-7856			

Financing available

Total \$15,550.00

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 11932 Washington St (address) I have reviewed the above application and authorize the operator of Priority Drain Kewer (business name) at said address to perform improvements described above as part of the NURA Business Utility Assistance Grant program.

Signature of Property Owner or Authorized Representative:

John POC NORTH OLEANS LLC 10/1/18
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 complete project description and cost estimate)
- \$25 application fee payable to NURA
- Project Fact Sheet
- Pre-Treatment Questionnaire & Approvals
- Building/Planning/Public Works Approvals
- Completed W-9 – Request for Taxpayer ID & Certification



LIQUOR

1025

WASTE MANAGEMENT
RECYCLING
HAZARDOUS WASTE