

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH MI RANCHITO NEVERIA LLC**

WHEREAS, Mi Ranchito Neveria LLC (the "Grantee") is making improvements to the property located at 11922 Washington Street, Northglenn, CO 80233 (the "Property"); and

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for improvements as described hereto as **Exhibit B** (the "improvements"); and

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 Two Thousand Seven Hundred Twenty-Four Dollars and Forty-Five Cents (\$2,724.45) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Rosie Garner  
Chair

ATTEST:

APPROVED AS TO FORM

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

\_\_\_\_\_  
Jeff Parker  
Board Attorney

**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 \_\_\_\_\_, 2019, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and Mi Ranchito Neveria LLC (the "Grantee") (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; and

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to businesses located within the NURA boundaries and to business owners of property within NURA boundaries; and

WHEREAS, Grantee desires to improve the property located at 11922 Washington Street, Northglenn, CO 80233 (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit 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. § 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.

**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 Grantee an amount up to a maximum amount of Two Thousand Seven Hundred Twenty-Four Dollars and Forty-Five Cents (\$2,724.45) 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 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) which can include sales and use taxes, permits, and project design review fees, but shall not include internal Grantee costs, such as Grantee staff time or Grantee travel expenses.

B. Reimbursement to Grantee 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; 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 Two Thousand Seven Hundred Twenty-Four Dollars and Forty-Five Cents (\$2,724.45) for the Actual Direct Costs incurred by Grantee for the Improvements; and
2. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by March 11, 2020.

## **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 E-newsletter, 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**

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 Grantee 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 Grantee: Eva Mejia  
Mi Ranchito Neveria LLC  
11922 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 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.

*[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.

**NORTHGLENN URBAN RENEWAL  
AUTHORITY**

\_\_\_\_\_  
Rosie Garner  
Chair

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

Mi Ranchito Neveria LLC

By Eva Mejia

Its: Owner.

STATE OF COLORADO )  
COUNTY OF Adams ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30 day of August, 2019, by Eva Mejia as owner of Mi Ranchito Neveria LLC.

My commission expires: 07-17-2021

(SEAL)

Shannon Fields  
Notary Public





NORTHGLENN URBAN RENEWAL AUTHORITY

Business Improvement Grant (BIG) Application Form

Name of Applicant: Eva Mejia

Name of Business: Mi Ranchito Neveria LLC.

Address of Business: 11922 Washington St. Northglenn CO 80233.

Mailing Address (if different than business): 3191 Atchison St. Aurora CO 80011

Phone Number: Cell Number: (720) 231-3141

E-mail Address: miranchitoneveria@hotmail.com.

Type of Business: Ice Cream Shop

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

How many years has the business been in existence? 2 months only.

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

When does your current lease expire? April 12024

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

Property owner's name (if different from applicant): Northglenn LLC

Property owner's address: 2530 Crawford Ave #103 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?

I'm requesting this grant because I will have more opportunity to show my business to more people specially to the one that is driving on the big streets.



**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:**

~~None~~ Exterior Sign.

**Bid information:**

Bid #1: Company Cano Signs. Amount \$ 4,890

Bid #2: Company Dovi Enterprice LLC Amount \$ ~~5,038~~ 5,448.90

Bid #2: Company Signs by Pafa Amount \$ 5,000

Which company have you chosen to perform the work? Dovi Enterprice LLC.

Is this company licensed to perform work in Northglenn? Yes  No

**Budget & Timing:**

Total overall proposed project budget: \$ ~~5,038~~ 5,448.90

Total amount of funding assistance being requested: \$ ~~2,519~~ 2,724.45

Desired completion date: September 30, 2019.

**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  Date 8/26/19

**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 11922 WASHINGTON ST, NORRIS (address) I have reviewed the above application and authorize the operator of MI RANCHITO NEVERIA LLC

(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:**

[Signature] FC2 NORRIS LLC (Norris) 8/22/19  
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
- NURA Project Fact Sheet
- Completed W-9 – Request for Taxpayer ID & Certification

WJ Ranchito  
303-923-3101

NEVERIA

GRAND  
OPENING

OPEN

111922



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# Mi ranchito northglenn permit



OWNER	: Eva Mejia
ADDRESS	: 11922 Washington St Northglenn Co 80233
PHONE	: 720-231-3141
LANDLORD	: JAYLON, INC.,
ADDRESS	: 2530 Crawford Ave #102 Evanston, Il. 60201
PHONE	: 847-574-8100



# ESTIMATE

DOVI Enterprise LLC 8941 Washington St.  
 720-590-0852 | Email: fernandoj.dovi@gmail.com | Website: dovienterprise.com

	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>CUSTOMER</b> Eva Mejia	1	Channel Letter - Sign	\$4,643.50	<b>\$4,643.50</b>
<b>ESTIMATE NO</b> 1-0056		Paletteria - Mi Ranchito: Dimensiones y Diseño		<b>\$0.00</b>
<b>DATE</b> 8/30/2019		segun la fotografia enviada por el cliente.		<b>\$0.00</b>
<b>ADDRESS</b>		Caracteristicas:		<b>\$0.00</b>
<b>CITY/STATE/ZIP</b>		- RiseWay painted like wall color. It's a background support to avoid many holes on the wall		<b>\$0.00</b>
<b>PHONE</b> 720-231-3141		- Aluminun. 0.63 More rigid and durable.		<b>\$0.00</b>
<b>PREPARED BY:</b> Fernando Jimenez		- Thick of Plastic 3/16"		<b>\$0.00</b>
<b>ATTENTION</b>		- LED Lighs		<b>\$0.00</b>
<b>PAYMENT TERMS</b> 50% at the beginning. 50% at end of the job		Time: 4 weeks average.		<b>\$0.00</b>
<b>DUE DATE</b> 9/29/2019				<b>\$0.00</b>

SUBTOTAL **\$4,643.50**

TAX RATE **8.50%**

SALES TAX **\$394.70**

LICENSE\* **\$410.70**

**TOTAL \$5,448.90**

**THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:**

\* Charge of Sing Lincese of City of Northgleen is \$410.70.

**Sign Below to Accept Quote:**

Authorized Rep \_\_\_\_\_

Date \_\_\_\_\_

INVOICE NO.

792002

SIGNS BY RAFA (720) 404-7846

Invoice

SHIPPED TO  
M1 RANCHITO NEVERIA  
11922 WASHINGTON ST.  
NORTHGLENN CO. 80233

SHIPPED TO  
ADDRESS  
CITY, STATE, ZIP

CUSTOMER ORDER NO.

SOLD BY

TERMS

F.O.B.

DATE

8-1-19

ESTIMADO

1 CHANNEL LETTER  
27" x 144" x 54"

\$5,000.00

120 VOLT SIGN  
LED POWER / ILLUMINATION  
WEATHER PROOF

CUSTOMER HAS TO REVIEW AND  
APPROVE BEFORE FABRICATION.

## **ESTIMADO**

Fecha: Julio 26, 2019

**CANO SIGNS**  
Issrael Cano  
(720) 366-4759

**Mi Ranchito Neveria**  
Eva Mejia  
(720) 231-3141

Descripcion:

11922 Washington St  
Northglenn CO 80233

1 Channel Letter Sign 27" x 144" x 20"

Incluye diseño e instalacion.

LED Lights

**Total:**

**\$4,890**

Aceptamos VISA, Masterd Card o Cheque.