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N/22-6	
Series of 2022	

### A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH LA PATRONA MEXICAN RESTAURANT

WHEREAS, La Patrona Mexican Restaurant (the "Grantee") is making improvements to the property located at 11932 Washington St., 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 Eight Hundred Twenty-Five Dollars and Ninety-Four Cents (\$2,825.94) and the Chair is authorized to execute the same on behalf of the Authority.

	DATED this	day of	, 2022
			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 \_\_\_\_\_, 2022, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and La Patrona Mexican Restaurant (the "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, *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 11932 Washington St., 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 Eight Hundred Twenty-Five Dollars and Ninety-Four Cents (\$2,825.94) 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:
- 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:

- 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 Eight Hundred Twenty-Five Dollars and Ninety-Four Cents (\$2,825.94) 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 September 9, 2022.

#### 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

- 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 Grantee 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.

If to NURA: Executive Director

Northglenn Urban Renewal Authority 11701 Community Center Drive

Northglenn, CO 80233

If to Grantee: Keissy Corrales

La Patrona Mexican Restaurant

11932 Washington St. Northglenn, CO 80233

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 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	_		

Its:	Partner
STATE OF COLORADO ) ss. ) ss. )	
The foregoing instrument was substantional day of, 2022, La Patrona Mexican Restaurant.	scribed, sworn to and acknowledged before me this by Kersy Corrals as Farther of
My commission expires: $09/27$	12022
(SEAL)  SUSAN BACA Notary Public State of Colorado Notary ID # 19984026008 My Commission Expires 09-27-2022	Notary Public

La Patrona Mexican Restaurant





**Business Improvement Grant (BIG) Application Form** 

Name of Applicant: Weissy Cornoles
Name of Business: 1A-PAtrona Mexican hestaurant
Address of Business: 1/932 Washington st Northglenn
Mailing Address (if different than business): 11043 & Josephine St Northglenn, C
Phone Number: Cell Number:
E-mail Address: Newsy Cornales 95 agmail. com
Type of Business: Restaurant
Applicant is the: Property Owner Business Owner Other
How many years has the business been in existence? New business
How long has the business been operating at the current location?
When does your current lease expire? $2026$
If lease expires in less than two years, please explain the circumstances:
Property owner's name (if different from applicant): Northolenn LLC
Property owner's address: 5950 S. Willow Dr #100 green wood Village
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 to help me  Open my Mestaurant as soon As passible.

#### **Proposed Improvements:**

Please describe the proposed improvements to the property. Include at least <u>one</u> color photograph of all areas showing the existing building conditions <u>prior</u> to the improvements.

<u>Three</u> 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:
Exterior Signage
,
Bid information:
Bid #1: Company Onion Print Amount \$5,651.8
Bid #2: Company Neon land Amount \$5,100.00
Bid #2: Company Platinum Amount \$ 5,250.0
Which company have you chosen to perform the work? Onion Print
Is this company licensed to perform work in Northglenn? Yes No
Budget & Timing:
Total overall proposed project budget: \$_40.000
Total amount of funding assistance being requested: \$2,825,94
Desired completion date: March
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 Mussy Date 2/23/22
21 Page Rusing Isprayablet Great Application Pay 12/2018

If the applicant is not the property owner, please have the property own representative review and co-sign this application below.	ner or an authorized
As owner of property at 11932 WANGTON STREET reviewed the above application and authorize the operator of LAY	
(business name) at said address to perform improvements described the NURA Business Improvement Grant program.	d above as part of
Signature of Property Owner or Authorized Representative:	2/23/2022
Name O	Date
SUBMITTAL CHECKLIST	
Please check all the boxes below indicating that you have included the	efollowing
required documentation:	
✓ Original Application Form	
At least one color photo of each area of the building, proper	ty 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 desc	ription and cost estimate
\$25 application fee payable to	
NURA Project Fact Sheet	
Completed W-9 – Request for Taxpayer ID & Certification	

Property Owner Authorization:





162"

36"

10" Mexican Restaurant

117"

#### PROJECT TITLE

La Patrona

Mexican Restaurant 11932 Washington st, Northgleen, CO 80233

SIGNATURE

PRINTED NAME TITLE

All electrical signs shall comply with National Electrical Code (Article 600) and manufactured according to Underwriters Laboratories U.L. 48 standard and appropriately labeled.



LEGEND

- 1 8"ALUMINUM RETURN PAINTED BLACK
- 2 TRIM CAP
- (3) ACRYLIC FACES
- 4 LED ILLUMINATION
- (5) 14 AWG WIRE
- 6 1/4"D DRAIN HOLES (MIN. 2 PER LTR)
- (7) 3/8" TOGGLE BOLTS 8 PRIMARY ELECTRICAL SOURCE
- WEATHER PROOF DISCONNECT SWITCH
- (10) POWER PACK HOUSING
- II LED POWER PACK
- (12) GROUND WIRE

40.5

**SQ FT** 

#### Onion Print Inc. 1960 Dichter Court Thornton, CO 80229 US seamus@onionprint.com

### Estimate 1011



ADDRESS

Attn: Keissy Corrales La Patrona Mexican Restaurant

11932 Washington Street 11932 Washington Street Northglenn, CO 80233 Northglenn, CO 80233

SHIP TO

Attn: Keissy Corrales La Patrona Mexican Restaurant

\$5,651.88

SHIP DATE 01/31/2022

SHIP VIA Onion

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Signage	La Patrona sign, design, print (Graphic + Mexican Restaurant box) + 9 channel letters - manufacture and print face material - removal of current signage on building, install, connect to current working electrical supply - see attached design - 162" x 36" total	1	5,050.00	5,050.001
Misc	Permit fee from the city (estimate)	1	160.00	160.00
		SURTOTAL, TAX (0.0875)		5,210.00 441.88

Accepted By

Accepted Date



### Neon Land Inc.

5650 N Washington St # B-5 Denver CO, 80216

(720)385-8804

Luis Tejeda

### Estimate

Date	Estimate	
02/09/2022	# E2015	

A	ddress	Ship To:
11932 Washignton St Northgleen Co, 80233	La Patrona Sign	
P.O Number	Terms	
	Check	

Item	Description	Hrs	Price Each	Amount
Channel Letters	(1) set of Channel letters to read	d La patrona		\$5,100.00
	LA PATI  Mexican Res	RÖNA		
	10 Vivexican Res	taurant		

Total :\$5,100.00

### 1 of 1



#### **Quote #37500**

2/10/2022

Prepared For:

La Patrona 11932 Washington St. Northglenn CO 80233

Phone: 303-883-4995

Alt. Phone:

E-Mail: www.onionprint.com

Prepared By:

Nancy

Platinum Creations 4935 Allison St.

Unit #1

Arvada, CO 80002

USA

Phone: 303-432-9000

Fax:

Alt. Phone:

E-Mail: nancy@platcreations.com

Description:

La Patrona 11932 Washington St. Northglenn CO 80233

Estimated time for production: 21 working days

Fax:

Quantity	Description	Each	Total	Taxable
1	Qty (1) set of channel letters text to read: La Patrona	5250.00	\$5,250.00	1
		Subtotal	\$5,250.00	
		Resale Card on File	\$0.00	
		Total	\$5,250.00	

#### Terms:

This estimate good for 30 days. Full payment due on delivery.

Signed by

Date

**Amt. Paid Today**