

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH 4T BOWL RESTAURANT INC. dba SAIGON BASIL

WHEREAS, (the "Owner") is making exterior improvements to its property located at 10665 Melody Drive, Northglenn, CO 80234 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for exterior signage to the property as described hereto as **Exhibit B** (Business Improvement Grant Application).

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 13th day of February, 2013.

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 _____, 2013, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") 4T Bowl Restaurant Inc. dba Saigon Basil (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 10665 Melody Drive, Northglenn, CO 80234 (the "Property") with a number of improvements more specifically described in the attached **Exhibit B** (the "Application");

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 Three Thousand, Eight Hundred Dollars (\$3,800.00) 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 Three Thousand, Eight Hundred Dollars (\$3,800.00) 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 Three Thousand, Eight Hundred Dollars (\$3,800.00) 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 August 1, 2013.

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: _____

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



Northglenn Urban Renewal Authority

Business Improvement Grant (BIG) Application Form

Name of Applicant TRUNG PHAM

Name of Business 4T BOWL RESTAURANT INC. (SAIGON BASIL)

Address of Business 10665 MELODY DR NORTHGLENN 80234

Mailing Address 10665 MELODY DR NORTHGLENN 80234

Phone Number (720) 502-3040 Fax Number _____

E-mail address trthtrth@gmail.com

Type of business VIETNAMESE 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? NEW BUSINESS

When does your current lease expire? MARCH 2018

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

Property owner's name (if different from applicant) NORTHGLENN SHOPPING CENTER LLC

Property owner's address 4400 SHAWNEE MISSION PKWY #202
SHAWNEE MISSION, KS 66205

Property owner's phone number (720) 883-6794

Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application where indicated in the General Conditions.

What has led you to invest in your business in Northglenn at this time? WE WERE THE OWNERS OF SAIGON BOWL RESTAURANT (DONG KHANH RESTAURANT) IN DENVER UNTIL AUGUST OF 2012. IT WAS VERY SUCCESSFULLY. WE BELIEVE THIS LOCATION IN NORTHGLENN WILL BE A CHALLENGE BUT ALSO AN OPPORTUNITY FOR US TO BE SUCCESS AGAIN. WE ALSO WANT TO HELP FAMILY MEMBERS BY CREATING JOBS FOR THEM.

Proposed Improvements

Please describe the proposed improvements to the property. Include at least two color photographs showing the existing building conditions. Two bids are suggested, but only one is required. If you have any additional building information such as: measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs), please include them with your application. **General improvements are not eligible (i.e. cleaning, new furnishings, etc...)**

Improvements Description:

NEW BUSINESS SIGNS PLEASE SEE ATTACHED

Need for Marketing the Business

2 Signs = 1st sign is on the outside of the bldg attached to the front facade of the restaurant

Sign #2 - is located in the parking lot which is marquee sign.

Both of these signs will replace the former owner signs - Mandarin Gardens

Bid information:

Bid #1: Company TOM SIGNS Amount 7600.00 (303) 596-6415
Bid #2: Company DEVINCI SIGN Amount OVER 10.000 (303) 829-4940

Which company have you chosen to perform the work: TOM SIGNS

Total proposed project budget \$7,600

Amount of funding assistance being requested \$3200

Desired completion date ~~2/15/2013~~ By 3/15/2013

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to displaying a sign or sticker at the site (during and after construction), and using photographs and descriptions of the project in informational materials and press releases.

The applicant understands that NURA reserves the right to make changes in conditions of the Business Improvement Grant program as warranted.

Applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded prior to release of grant funds.

Signature of Applicant [Signature] Date 1/29/2013

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 _____ I have reviewed the above application and authorize the operator of _____ 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] Date 2/7/13
SIENA MANAGEMENT, ZNC 720-883-6794
AS AGENT FOR OWNER NORTHGLENN SHOPPING CTR, LLC

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

- An original application form and the following:
 - TWO color photos of existing building and/or sign
 - Color renderings of proposed scope of work
 - Quotes or bids from TWO separate firms for proposed work, bids must clearly show the cost for the requested improvement(s).

\$25 application fee attached. Payable to: Northglenn Urban Renewal Authority

Completed application, with fees and all attachments, can be mailed to NURA at:
Northglenn Urban Renewal Authority
11601 Community Center Drive
Northglenn, CO 80033

Or drop off at Northglenn City Hall. For questions regarding the program or application contact Debbie Tuttle, NURA Executive Director at DTuttle@northglenn.org or 303-450-8743.

To: Trung
att:

Fr: Tom Nguyen
Fax: 303-474-4978
Email: tomsigns8@yahoo.com

SIGN SPECIFICATIONS

MATERIALS

Letter Deep: 5"
Return color: black
Aluminum Return Thickness: .040
Transformer: yes

< Trim cap color: : Black
< Face color #:
< Installation Method: Raceway
paint to be matched with fascia

Landlord approval: N Y
Max Sqft. allowed by code: 75%
Job address:

ELECTRICAL SPECIFICATIONS

Accessibility from outside _____
Letter height from grade 16ft
UL Underwriters Laboratories, Inc.
* Electrical hook ups done by others

< Illumination: LED
< Line Load: 120V -(1) 20 amp circuit
#12 Cooper Wire Required.

Individual Channel Letters on a raceway

To approve this please sign below and fax it back to us. Thanks, Tom @ Tom Signs



Sign #1 on Bldg.



Two new sign: white vinyl back ground with red and blue vinyl graphics cost \$ 3200.00

RESTAURANTS
720 502-3040

Sign #2
Mary Joe

Individual Channel Letters on a raceway



one new sign: reuse raceway. cost \$4400

RESTAURANTS

Sign and logo remain the property of TOM SIGNS until paid in full

Tom Signs

quality signs at affordable prices.

5306 Nelson St. Arvada, CO 80002

303-596.6415 Fax:303-474-4978

To Approve This, Please Sign Below and fax it back to us, thanks

Customer Signature _____

Print Name _____ Date: _____ 12

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Trung Pham <trthtrth@gmail.com>

Saigon Basil Sign Price Estimate - FYI

1 message

Denise Fong <denisefong0420@gmail.com>

Fri, Feb 8, 2013 at 1:26 PM

To: trthtrth@gmail.com

Hi Uncle Trung,

I have been in contact with Stuart at DaVinci Signs for the price estimate of Saigon Basil's restaurant sign for the past few days. Unfortunately, he had to go out of town last minute but I did get a chance to talk to him this morning before he left. He won't be able to provide the official paperwork for the price estimate until this upcoming Monday (02/11), but he did say the estimate will be over \$10,000 based on the criteria and dimensions that I gave him. Sorry for the delay. I will let you know as soon as I hear from him again on Monday. Here's his contact info if you need to get in touch with him beforehand.

Stuart (DaVinci Sign)
303-829-4940

Have a great weekend!

Hanh

SAIGON BASIL
VIETNAMESE RESTAURANT
COMING SOON



SAIGON BASIL

VIETNAMESE RESTAURANT

COMING SOON

Golden

京苑

BUFFET RESTAURANT & LOUNGE

2ND TIME SPORTS
BUY • SELL • TRADE / NEW & USED
SPORTING GOODS
& EXERCISE EQUIPMENT

ANTIQUE

ANTIQUE