

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH BOSS STAGE ARCADE**

WHEREAS, (the "Owner") is making exterior improvements to its property located at 1004 W. 104<sup>th</sup> Avenue, Northglenn, CO 80234 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for exterior signage 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 \_\_\_\_\_ day of \_\_\_\_\_, 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") Boss Stage Arcade (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 1004 W. 104<sup>th</sup> Avenue, Northglenn, CO 80234 (the "Property") with a number of improvements more specifically described in the attached **Exhibit B** (the "Signage");

**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 One Thousand Seven Hundred Three Dollars and Ninety Cents (\$1,703.90) 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 One Thousand Seven Hundred Three Dollars and Ninety Cents (\$1,703.90) 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 One Thousand Seven Hundred Three Dollars and Ninety Cents (\$1,703.90) 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 September 11, 2015.

**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: Boss Stage Arcade  
Attn: Kyle Le  
1004 W. 104<sup>th</sup> Avenue  
Northglenn, CO 80234

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

\_\_\_\_\_  
Date





# Business Improvement Grant (BIG) Application Form

Name of Applicant: Kyle Le

Name of Business: Boss Stage Arcade

Address of Business: 1004 W. 104th Ave.

Mailing Address (if different than business): \_\_\_\_\_

Phone Number: (303) 280-0100 Fax Number: \_\_\_\_\_

E-mail Address: BossStageArcade@gmail.com

Type of Business: Gaming Lounge

Applicant is the:  Property Owner  Business Owner  Other \_\_\_\_\_

How many years has the business been in existence? 1

How long has the business been operating at the current location? 1

When does your current lease expire? Looking at renewing for 5 years

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

Property owner's name (if different from applicant): Kevin Zhang

Property owner's address: P.O. Box 110962, Campbell, CA 95011

Property owner's phone number: (408) 401-2840

*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?

In our first year, we have become a leader in video gaming and competitive play in Colorado. With only growth in front of us, we believe that we will become world renowned in the next few years. Receiving this grant will help us purchase signage for our storefront to increase visibility and traffic.

**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 would like to install an LED sign above our storefront.

**Bid information:**

Bid #1: Company J&R Graphics Amount \$ 6,637.25

Bid #2: Company BCS Signs Amount \$ 3,407.80

**Which company have you chosen to perform the work?** Haven't yet but leaning towards BCS.

**Budget & Timing:**

Total overall proposed project budget: \$ 4,000.00

Total amount of funding assistance being requested: \$ 1,703.90 or \$3,318.63

Desired completion date: Before April 30, 2015

**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** 3/3/2015





NO  
SMOKING  
OR  
OPEN  
FLAMES  
IN  
THIS  
AREA

CAUTION  
WET FLOOR  
SLIP AND FALL  
Hazardous  
Materials

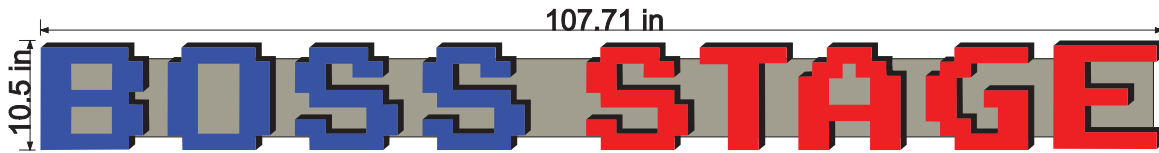
1006 FOLLY

1006

Clear Creek Prospecting Supply

OPEN

SALES AND  
REPAIRS  
202-412-5419



USE EXISTING RACEWAY FROM "CENTER FOR THE ARTS" SIGN/RE-SKIN AND PAINT TO MATCH

-NEW LETTERS AND FACES TO BE MADE

-BLACK RETURNS/WHITE 2447 ACRYLIC W/ HP BLUE AND HP RED VINYL OVERLAY/RED AND BLUE LEDS





-BSC INSTALL

-SURVEY REQUIRED FOR MOUNTING AND RACEWAY COLOR

PERIMETER INCHES: 495.00

OVERALL SIGN SQFT: 7.85

BSC WILL ENDEAVOR TO CLOSELY MATCH COLORS, INCLUDING PMS, WHERE SPECIFIED WE CANNOT GUARANTEE MATCHES DUE TO VARYING COMPATIBILITY OF SURFACE MATERIALS AND PAINTS USED. ALL ILLUMINATED DISPLAYS BUILT 120 VOLT UNLESS OTHERWISE SPECIFIED. 120 VAC. PRIMARY POWER TO AND FINAL HOOKUP BY OTHERS SIGN CIRCUIT(S) REQUIRE DEDICATED HOT, NEUTRAL, AND GROUND TERMINATING AT PANEL.

 <b>303-464-0644</b> <b>FAX: 303-464-0608</b>	<small>THIS DESIGN IS THE PROPERTY OF BSC AND IS SUBMITTED FOR YOUR USE IN CONJUNCTION WITH A PROJECT BEING PLANNED FOR YOU BY BSC. IT CANNOT BE REPRODUCED EITHER IN WHOLE OR IN PART WITHOUT THEIR WRITTEN CONSENT</small>	<small>CLIENT</small> Kyle Lo <small>WFO #</small> 999 <small>JOB</small> Boss Stage Acraide / Anima <small>DATE</small> 1/16/2014 <small>SALES REP</small> Joe Landin <small>DESIGNER</small> Joe Landin <small>EMAIL</small> joe@bscsigns.com <small>ART LOC:</small> ***	<small>ARTWORK PHASE:</small> <input checked="" type="checkbox"/> CONCEPTUAL # * <input type="checkbox"/> REVISION # <input type="checkbox"/> FINAL ARTWORK <input type="checkbox"/> PRODUCTION <input type="checkbox"/> SHOP DRAWING	<small>CLIENT APPROVAL</small> <small>SIGNATURE:</small> _____ <small>DATE:</small> _____ <small>LAND LORD APPROVAL</small> <small>SIGNATURE:</small> _____ <small>DATE:</small> _____	  
		<small>DO NOT MANUFACTURE WITHOUT APPROVALS</small> <small>THE BOXES ABOVE MUST BE INITIALED AND DATED PRIOR TO MANUFACTURING</small>			



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**bscsigns**  
 303-464-0644  
 FAX: 303-464-0608

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CLIENT	Kyle Lo	W/O #	***
JOB	Boss Stage Acraide / Anima	ADDRESS	
DATE	1/18/2014		
SALES REP	Joe Landin	1004 W. 104th Ave # 1004 Northglenn, CO 80234	
DESIGNER	Joe Landin		
EMAIL	joel@bscsigns.com		
ART LOC:	***		

ARTWORK PHASE:	
<input checked="" type="checkbox"/>	CONCEPTUAL # *
<input type="checkbox"/>	REVISION #
<input type="checkbox"/>	FINAL ARTWORK
<input type="checkbox"/>	PRODUCTION
<input type="checkbox"/>	SHOP DRAWING

CLIENT APPROVAL	
SIGNATURE:	DATE:

LAND LORD APPROVAL	
SIGNATURE:	DATE:

**DO NOT MANUFACTURE WITHOUT APPROVALS**  
 THE BOXES ABOVE MUST BE INITIALED AND DATED PRIOR TO MANUFACTURING



# QUOTE

Broomfield Sign Company, Inc  
7245 W 116th Pl  
Broomfield, CO, 80020 USA  
Phone: (303)-464-0644 Fax: (303)-464-0608  
www.bsccsigns.com  
office@bsccsigns.com



DATE: 1/22/2015  
QUOTE REF. NUMBER: 011300  
PRICE VALID UNTIL: 2/21/2015  
PAYMENT TERMS: Net 7

**YOUR SALES PERSON IS:**

**Joe Landin**

PHONE:

EMAIL: joe@bsccsigns.com

**BILL TO:**

BOSSSTA001  
Kyle Le  
Boss Stage Arcade  
1004 W. 104th Ave  
Northglenn, CO 80234 USA

**SITE LOCATION:**

Boss Stage Arcade  
1004 W. 104th Ave  
Northglenn, CO 80234 USA

Phone: (970) 988-2514 Fax:  
Email [bossstagearcade@gmail.com](mailto:bossstagearcade@gmail.com)

Phone (970) 988-2514 Fax

Quantity	Description	Unit Price	Extended Price
1	Survey - TECH SURVEY TO DETERMINE MOUNTING/ POWER ( IF REQUIRED) CONFIRM LOCATIONS/ GATHER COLORS/ MISC NEEDS. * Price and Design subject to change based on findings.  If a crane truck is needed to complete the survey the charge is \$350.00.	\$200.00	\$200.00
1	Apply to obtain Permit from City and County Authorities. Minimum Charge of \$250	\$250.00	\$250.00
1	Permit Fees ***This will be applied to the invoice after permit has been issued***	\$0.00	\$0.00
1	Final electrical hook up preformed by a licensed electrician. Billed at \$350 per sign if dedicated circuit is within 5ft of the sign.  Client has the option to use their own electrician, please let your salesman know if you choose to do this.	\$275.00	\$275.00
1	PIXEL STYLE LETTERS  Channel letters- 10.5 " height - raceway mounted 3/16" Acrylic Face w/ vinyl overlay Prefinished Colored Side Returns LED illumination - red and blue 120v primary power. Sizes of the sign: Height: 11 In Length: 108 In Height To Sign Base: 495 In	\$1,995.48	\$1,995.48

50% DEPOSIT TO START, balance due NET 7. You are ordering a custom made product. No changes after accepting this bid, No cancellations and No refunds. All signs & materials remain property of BSC SIGNS, until paid in full and are subject to repossession for non payment. Buyer to pay for repossession/removal and re-installation costs. Any written warranty offered by BSC Signs, shall be void if a balance is overdue. If product is warranted, No warranty services will be performed on past due accounts. Past due amounts are be subject to a service charge of 1.5% per month from the invoice date. BSC Signs shall be entitled to recover all costs of collection, including court costs & attorney fees. The buyer is responsible for all damages & costs incurred by BSC Signs resulting from unknown conditions or hazards. BSC Signs shall not be liable for any consequential loss or damages of any nature arising from performance of this contract and is limited to the contract bid price. Sales Tax Subject to Change.

TAXABLE:	\$1,995.48
NON TAXABLE:	\$1,332.50
SALES TAX:	\$79.82
FREIGHT:	\$0.00
Misc	\$0.00

**TOTAL PRICE: \$3,407.80**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZED SIGNATURE

# QUOTE

Broomfield Sign Company, Inc  
7245 W 116th Pl  
Broomfield, CO, 80020 USA  
Phone: (303)-464-0644 Fax: (303)-464-0608  
www.bsccsigns.com  
office@bsccsigns.com



DATE: 1/22/2015  
QUOTE REF. NUMBER: 011300  
PRICE VALID UNTIL: 2/21/2015  
PAYMENT TERMS: Net 7

**YOUR SALES PERSON IS:**

**Joe Landin**

PHONE:

EMAIL: joe@bsccsigns.com

**BILL TO:**

BOSSSTA001  
Kyle Le  
Boss Stage Arcade  
1004 W. 104th Ave  
Northglenn, CO 80234 USA

**SITE LOCATION:**

Boss Stage Arcade  
1004 W. 104th Ave  
Northglenn, CO 80234 USA

Phone: (970) 988-2514 Fax:  
Email [bossstagearcade@gmail.com](mailto:bossstagearcade@gmail.com)

Phone (970) 988-2514 Fax

Quantity	Description	Unit Price	Extended Price
1	Install Channel letters- 10.5 " height - raceway mounted	\$607.50	\$607.50
1	Listing and labeling by Underwriters Laboratory	\$0.00	\$0.00
1	Warranty: Broomfield Sign Company warrants signs for one (1) year. Includes travel, parts and labor.	\$0.00	\$0.00

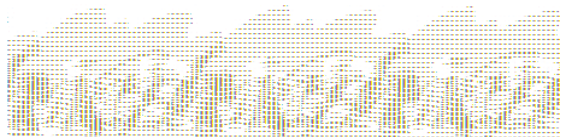
50% DEPOSIT TO START, balance due NET 7. You are ordering a custom made product. No changes after accepting this bid, No cancellations and No refunds. All signs & materials remain property of BSC SIGNS, until paid in full and are subject to repossession for non payment. Buyer to pay for repossession/removal and re-installation costs. Any written warranty offered by BSC Signs, shall be void if a balance is overdue. If product is warranted, No warranty services will be performed on past due accounts. Past due amounts are be subject to a service charge of 1.5% per month from the invoice date. BSC Signs shall be entitled to recover all costs of collection, including court costs & attorney fees. The buyer is responsible for all damages & costs incurred by BSC Signs resulting from unknown conditions or hazards. BSC Signs shall not be liable for any consequential loss or damages of any nature arising from performance of this contract and is limited to the contract bid price. Sales Tax Subject to Change.

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NON TAXABLE:	\$1,332.50
SALES TAX:	\$79.82
FREIGHT:	\$0.00
Misc	\$0.00

**TOTAL PRICE: \$3,407.80**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZED SIGNATURE



# J&R Graphics Quote

9844A W. Girton Dr.  
Lakewood, CO 80227

Rep	Date	Quote #
	12/30/2014	14-791

Name / Address
<b>CCAC - Boss Stage Arcade</b>

Ship To

Due Date	Customer's P.O. No.	Terms								
12/30/2014										
Item	Description	Qty	Cost	Total						
Sign Sales	Channel Letter sign removal from CCAC, completely new fabrication of sign to read ARCADE ANIME, Install and wire new sign at Boss Stage location	1	5,430.00	5,430.00T						
Installation	Hydraulic lift if necessary at either location	1	800.00	800.00						
<p>Quotation valid for 30 days. This is a quotation on the goods named, subject to the conditions noted below: Any designs or layouts included in the proposal/order are property of J&amp;R Graphics. Any use of this design by others with out the written permission of J&amp;R Graphics is prohibited and will be prosecuted to the fullest extent of the law. Copy is initially check for errors by J&amp;R Graphics. Final proofreading and corrections are the sole responsibility of the client. Subsequent revisions for typographical will be done at clients expense. Please note that in most cases shipping is not included in the estimate and will be reflected in final bill. Also, orders are subject to a 10% over/under run and that final invoicing will be based on actual products delivered to clients. If you have any questions about these terms, please ask.</p>		<table border="1"> <tr> <td><b>Subtotal</b></td> <td>\$6,230.00</td> </tr> <tr> <td><b>Sales Tax (7.5%)</b></td> <td>\$407.25</td> </tr> <tr> <td><b>Total</b></td> <td>\$6,637.25</td> </tr> </table>			<b>Subtotal</b>	\$6,230.00	<b>Sales Tax (7.5%)</b>	\$407.25	<b>Total</b>	\$6,637.25
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<b>Sales Tax (7.5%)</b>	\$407.25									
<b>Total</b>	\$6,637.25									

Approved by e-mail

Approval Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
303-478-1773	303-496-6800	sales@jandrgraphics.com	www.jandrgraphics.com