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**BRIGHTON URBAN RENEWAL AUTHORITY**

City Hall 500 South 4th Avenue  
Brighton, CO 80601  
BURA Regular Meeting  
July 19th, 2023 | 4:30 p.m.

**A G E N D A**

**Authority Members**

**Chair**

Candace Werth

**Vice-Chair**

Wayne Scott

**Treasurer**

Gary Wardle

**Commissioners**

Joan Cox

Mark Rawlings

Richard Gonzales

Daniel Doherty

Starr Zweifel

**City Council**

Clint Blackhurst

**Executive Director**

Aaron Herrera

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF THE URA REGULAR MEETING AGENDA:**  
Recommended motion "...to approve the July 19th, 2023, Regular Meeting Agenda."
5. **APPROVAL OF THE June 21st, 2023, BURA REGULAR MEETING MINUTES:**  
Recommended motion "...to approve the June 21st, 2023, BURA Regular Meeting Minutes."
6. **PUBLIC COMMENT: Public Comment is reserved for comments on any issues or items pertaining to BURA business except those for which a formal public hearing is scheduled**
7. **ACTION ITEMS:**
  - A.) Resolution No. 0719-23 Approving an Improvements Agreement with Clayton Supply Inc., Doing Business as Precision Building Systems
8. **DISCUSSION ITEMS:**
  - A.) Downtown Update- Gary Montoya
  - B.) Q2 2023 Financial Update- Catrina Asher
9. **EXECUTIVE DIRECTOR REPORT:**
10. **COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS:**
11. **NEXT BURA MEETING:**

**August 16th, 2023- BURA Regular Meeting**  
**500 S 4<sup>th</sup> Avenue**  
**Brighton, CO 80601 | 4:30 p.m.**
12. **ADJOURNMENT:**



BRIGHTON URBAN RENEWAL AUTHORITY  
500 South 4<sup>th</sup> Avenue Brighton CO 80601

## Minutes from June 21, 2023 BURA Regular Meeting

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### 1. CALL TO ORDER:

Chairperson Werth called the meeting to order at 4:31 p.m.

### 2. PLEDGE OF ALLEGIANCE:

### 3. ROLL CALL:

Commissioners Present: Candace Werth, Joan Cox, Daniel Doherty, Mark Rawlings, Gary Wardle, Clint Blackhurst and Starr Zweifel

Commissioners Absent: Rich Gonzales & Wayne Scott

Staff Present: Aaron Herrera, Michael Martinez, Gary Montoya, Catrina Asher and BURA Legal Counsel, Hilary Graham

Media Present: None

### 4. APPROVAL OF THE URA MEETING AGENDA:

Commissioner Blackhurst moved to approve the June 21st, 2023, regular meeting agenda. The motion was seconded by Commissioner Cox.

Voice vote: Motion carried unanimously

### 5. APPROVAL OF THE May 17th, 2023, BURA REGULAR MEETING MINUTES:

Commissioner Cox moved to approve the April 19th, 2023, BURA Regular Meeting minutes. The motion was seconded by Commissioner Zweifel.

Voice vote: Motion carried unanimously

### 6. PUBLIC COMMENT:

None.

## **7. ACTION ITEMS:**

- A.) Resolution No. 0621-23 Consideration and possible action on Amendment No. 2 to the Reimbursement Agreement by and among the Brighton Urban Renewal Authority, Vestas Blades America, Inc., Vestas Nacelles America, Inc. and Vestas America Holding, Inc. Commissioner Rawlings moved to approve resolution No. 0621-23. Commissioner Wardle seconded.  
Voice Vote: Motion carried unanimously

## **8. DISCUSSION ITEMS:**

- A.) Downtown Update- Gary Montoya provided a downtown update and mentioned that the 1950's Rockabilly event in Downtown Brighton on June 17<sup>th</sup> went well. Next, he gave an Armory update and discussed the Summerfest event.
- B.) Depot Bridge & Coffee Shop Discussion- Aaron Herrera & Natalie Cummings from the Brighton Chamber of Commerce discussed the possibility of adding a box culvert to help people access the visitor center from the parking lot and add plumbing on the north end of the visitor center to support a coffee shop business. The board gave direction to Aaron Herrera to get estimates for both projects.
- C.) Dutch Bros Historic Light Poles- Greg Moran, the developer of Dutch Bros asked for financial assistance for light poles near his Dutch Bros coffee shop on Bridge Street. The BURA Commissioners tentatively agreed to provide up to \$25,000 for the purchase and installation of the light poles.
- D.) Main Street Creatives & Nature in Bronze Leases- Aaron Herrera gave an update on the status of the leases at Main Street Creatives & Nature in Bronze.

## **9. EXECUTIVE SESSION:**

Commissioner Blackhurst moved to strike the Executive Session from the agenda.  
Commissioner Cox Seconded.

Voice vote: Motion carried unanimously.

## **10. EXECUTIVE DIRECTOR REPORT:**

Aaron Herrera mentioned that the Façade Improvement Grant program is not receiving much interest so far and that BURA should consider extending the deadline. Next, he discussed the City's recent EPA Brownfield Assessment grant program award. Finally, he mentioned that the legal fees at Hilary's firm would be increasing to \$275/hour in 2024 and that he would seek proposals from other firms to compare rates.

## **11. COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS:**

None.

12. **NEXT BURA MEETING:**

July 19, 2023, 4:30 p.m.  
500 S. 4<sup>th</sup> Avenue  
Brighton, CO 80601

13. **ADJOURNMENT**

Chairperson Werth adjourned the meeting at 5:57 p.m.

**BRIGHTON URBAN RENEWAL AUTHORITY**

**A RESOLUTION APPROVING AN IMPROVEMENTS AGREEMENT WITH CLAYTON SUPPLY, INC., DOING BUSINESS AS PRECISION BUILDING SYSTEMS**

**RESOLUTION NO. 0719-23**

WHEREAS, Clayton Supply, Inc., doing business as Precision Building Systems, is constructing a manufacturing and distribution facility in the North Brighton Employment Area Urban Renewal Plan area;

WHEREAS, the new facility will improve the public appearance of the property, remedy its deterioration, maintain a positive business environment in the neighborhood, and serve as an anchor to attract other desirable redevelopment projects to the neighborhood;

WHEREAS, when building the facility, Clayton Supply, Inc., doing business as Precision Building Systems, is willing to expend additional funds for public infrastructure improvements, including installation of a regional path, curb and gutter, traffic signal, a rail spur, and storm drainage; and

WHEREAS, in exchange for these additional public improvements, the Authority is willing to offer reimbursement of some of the project costs as set forth in the improvements agreement.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Brighton Urban Renewal Authority as follows:

Section 1. The Brighton Renewal Authority Improvements Agreement with Clayton Supply, Inc., doing business as Precision Building Systems, authorizing reimbursement from TIF Project Revenues, as defined in the Agreement, up to Two Million One Hundred Ninety-Eight Thousand Four Hundred Twenty-Two Dollars (\$2,198,422.00) is approved in substantially the form attached hereto, and the Chair is authorized to execute the same on behalf of the Authority.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2023.

**BRIGHTON URBAN RENEWAL  
AUTHORITY**

\_\_\_\_\_  
Candace Werth, Chair

ATTEST:

\_\_\_\_\_  
Aaron Herrera, Executive Director

BRIGHTON URBAN RENEWAL AUTHORITY  
IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Brighton Urban Renewal Authority, a body corporate and politic of the State of Colorado, with an address of 500 S. 4<sup>th</sup> Avenue, Brighton, Colorado 80601 (BURA") and Clayton Supply, Inc., doing business as Precision Building Systems, with an address of P.O. Box 9780 Maryville TN US 37802 ("Clayton") (collectively referred to herein as the "Parties").

WHEREAS, BURA 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, Clayton owns property located at 1501 East Crown Prince Blvd, Brighton, Colorado, the legal description of which is attached hereto and incorporated herein as Exhibit A (the "Property"), which is within the North Brighton Employment Area Urban Renewal Plan, approved by City of Brighton City Council on August 4, 2009, and which provides an important economic base for the City of Brighton (the "City").

WHEREAS, BURA desires to assist Clayton in constructing a manufacturing and distribution facility, which shall improve the public appearance of the Property, remedy its deterioration, maintain a positive business environment in the neighborhood, and serve as an anchor to attract other desirable redevelopment projects to the neighborhood;

WHEREAS, Clayton desires to expend additional funds for infrastructure improvements, including sidewalk, curb & gutter, traffic signal, rail spur & storm drainage; and

WHEREAS, BURA desires to reimburse Clayton for a portion of its expenditures by paying to Clayton a portion of the property tax increment BURA received from the Property, pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in order to promote redevelopment and eliminate blight within the BURA boundaries, and in consideration of the promises herein contained, the Parties hereby agree as follows:

1. Definitions.

"Administrative Fee" means 10.0% of the Property Tax Increment, defined below, which BURA shall retain to off set the costs of administering this Agreement. Starting one year after the Effective Date of this Agreement, and annually thereafter, BURA may increase the Administrative Fee in accordance with the C.P.I. Index for the Denver-Boulder-Greeley area but not more than 3% over the Administrative Fee for the prior year.

"Property Tax Increment" means the amount of property taxes paid to Weld County for the Property and then paid to BURA by Weld County over and above the base amount of property tax last certified to Weld County for the Property prior to BURA's implementation of property tax increment financing for the Property.

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"Maximum TIF Amount" means the total property tax increment amount payable to Clayton under the terms of this Agreement and equals the actual costs for Clayton's completion of the Eligible Improvements.

2. Improvements.

a. Attached to this Agreement and incorporated herein as Exhibit B is a list of Clayton's plans for certain improvements to the Property, which are referred to collectively as the "Eligible Improvements." The Eligible Improvements shall be constructed in compliance with approved construction plans by a licensed contractor qualified to perform the work.

b. Clayton agrees to complete the Eligible Improvements on or before January 23, 2025. Completion of the Eligible Improvements shall be deemed to have occurred upon final acceptance of all the Eligible Improvements by the City of Brighton. The Eligible Improvements shall be completed by January 23, 2025, regardless of cost increases or other unforeseen circumstances.

3. Property Tax Increment Rebates.

a. **Property Tax Increment.** As an inducement to Clayton to complete the Eligible Improvements, BURA agrees to set aside and thereafter rebate to Clayton, the Property Tax Increment generated by the properties on the percentage bases identified herein as set forth in Exhibit C, attached hereto and incorporated herein by this reference (the "TIF Project Revenues"), up to the Maximum TIF Amount set forth in Section 4 of this Agreement. Such TIF Project Revenues shall be subject to the following:

i. Commencing on completion of all Eligible Improvements, and subject to the Maximum TIF Amount, BURA shall remit to Clayton annually the TIF Project Revenues as set forth in Exhibit C, less the Administrative Fee, said amounts to be payable within thirty (30) days of receipt of the Property Tax Increment by BURA from Weld County.

ii. If, in any year, no Property Tax Increment is generated by the Property and received by BURA, no TIF Project Revenues shall be due to Clayton for that year.

iii. The Property Tax Increment payable to Clayton shall be prorated for year one (1) based upon the date Clayton completes the Eligible Improvements.

iv. The Property Tax Increment payable to Clayton shall be payable only so long as Clayton, or a BURA approved assignee of Clayton, is actively conducting business at the Property.

4. **Maximum TIF Amount.** The Maximum TIF Amount is and shall be Two Million One Hundred Ninety-Eight Thousand Four Hundred Twenty-Two Dollars (\$2,198,422.00). The actual costs of completion of the Eligible Improvements is at least the Maximum TIF Amount shall be evidenced by invoices and receipts satisfactory to BURA in form and substance.

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5. Term. The term of this Agreement shall not exceed eleven (11) years from the completion of the Eligible Improvements and may end sooner upon Clayton's receipt of the Maximum TIF Amount. However, upon expiration of the term of this Agreement, or for Clayton's failure to comply with Section 3(a)(iv), the Parties' obligations hereunder shall terminate, whether or not Clayton has received the Maximum TIF Amount.

6. Inspection. Clayton agrees to permit officials or representatives from BURA or the City of Brighton to inspect the Property at any reasonable time to determine whether the specified improvements have been commenced or completed, and to determine whether such improvements meet the requirements set forth in this Agreement.

7. Compliance with law. In carrying out its obligations under this Agreement, Clayton agrees to comply with all applicable laws, including City of Brighton ordinances and building codes.

8. Limitation of Liability. IN NO EVENT WILL BURA OR CLAYTON BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. BURA AND CLAYTON'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE MAXIMUM REBATE AMOUNT RECEIVED BY CLAYTON IN ACCORDANCE WITH THIS AGREEMENT. BOTH PARTIES ACKNOWLEDGE THAT THE MAXIMUM REBATE AMOUNT AS A LIMIT OF LIABILITY REFLECTS THE INTENT OF THE PARTIES, THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATIONS ON LIABILITY.

9. 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 the District Court of Weld County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the BURA 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 Clayton and BURA, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement. None of the professionals, contractors, or subcontractors hired by Clayton shall be intended third-party beneficiaries of this Agreement.

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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, addressed to:

BURA: BURA Executive Director  
500 S. 4<sup>th</sup> Avenue  
Brighton, CO 80601

With a copy to:

Hoffmann, Parker, Wilson & Carberry, PC  
511 Sixteenth Street, Suite 610  
Denver, CO 80202

Clayton:

Clayton Supply Inc.  
P.O. Box 9780  
Maryville TN US 37802

With a copy to:

Clayton Homes  
5000 Clayton Road  
Maryville, Tennessee 37804  
Attn: Bob Blackburn

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 Clayton shall be assigned by Clayton without the written consent of BURA. Provided however, BURA shall approve any assignment to a corporation or other legal entity that is more than fifty percent (50%) owned or controlled, or under common control by Clayton or Clayton's owners or principals, and specifically includes Clayton Supply, Inc.

i. Governmental Immunity. BURA, 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 BURA and its officers or employees.

j. Rights and Remedies. The rights and remedies of BURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration

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of this Agreement shall in no way limit BURA's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

BRIGHTON URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Candace Werth, Chair

ATTEST:

\_\_\_\_\_  
Secretary/Executive Director

Clayton Supply, Inc., doing business as  
PRECISION BUILDING SYSTEMS

By: \_\_\_\_\_

STATE OF COLORADO             )  
  ) ss.  
COUNTY OF                     )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of Clayton Supply, Inc.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTION

LOT 1, BLOCK 2, VESTAS BRIGHTON NORTH CAMPUS SUBDIVISION FILING NO. 1,  
COUNTY OF WELD, STATE OF COLORADO

# Exhibit B

## Clayton - BURA REIMBURSEMENT

ITEM	Estimated Cost
Regional Pathway	\$ 164,328.00
Country 27 with County 6 Traffic Signal	\$ 48,000.00
Rails Design and Construction	\$ 1,222,640.00
Storm Drainage Impact Fee (887,738SF *\$.86/SF)	\$ 763,454.00
	<u>\$ 2,198,422.00</u>

# TOTAL TIF REVENUE

# Exhibit C

- Property tax and business personal property tax increment
- Total estimated TIF revenue is \$3.5 million (present value)
- In year 2030, the accrued TIF will equal or exceed the cost of eligible improvements (\$2.2 million)

Year	Plan Yr.	Prop. TIF	BPP TIF	Total TIF	Accrued TIF
2023	14	\$0	\$0	\$0	\$0
2024	15	\$0	\$113,759	\$113,759	\$113,759
2025	16	\$0	\$65,005	\$65,005	\$178,764
2026	17	\$395,745	\$37,146	\$432,890	\$611,655
2027	18	\$376,900	\$17,688	\$394,588	\$1,006,243
2028	19	\$366,169	\$0	\$366,169	\$1,372,411
2029	20	\$348,732	\$89,133	\$437,865	\$1,810,276
2030	21	\$338,803	\$50,933	\$389,736	\$2,200,013
2031	22	\$322,669	\$29,105	\$351,774	\$2,551,787
2032	23	\$313,482	\$13,859	\$327,342	\$2,879,128
2033	24	\$298,554	\$0	\$298,554	\$3,177,683
2034	25	\$290,054	\$69,838	\$359,892	\$3,537,575
<b>Total</b>		<b>\$3,051,108</b>	<b>\$486,467</b>	<b>\$3,537,575</b>	

Source: Economic & Planning Systems