



BRIGHTON URBAN RENEWAL AUTHORITY

City Hall 500 South 4th Avenue
Brighton, CO 80601
BURA Special Meeting
October 13th, 2021 | 4:30 p.m.

A G E N D A

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF THE URA SPECIAL MEETING AGENDA:**
Recommended motion "...to approve the October 13th, 2021 Special Meeting Agenda."
5. **APPROVAL OF THE August 18th, 2021 BURA MEETING MINUTES:**
Recommended motion "...to approve the August 18th, 2021 BURA Regular Meeting Minutes."
6. **APPROVAL OF THE September 15th, 2021 BURA MEETING MINUTES:**
Recommended motion "...to approve the September 15th, 2021 BURA Regular Meeting Minutes."
7. **APPROVAL OF THE September 28th, 2021 BURA MEETING MINUTES:**
Recommended motion "...to approve the September 28th, 2021 BURA Special Meeting Minutes."
8. **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.**
9. **ACTION ITEMS:**
 - A.) Resolution No. 1013-21 Approving a Professional Service Agreement for financial consulting with Economic Planning Systems Inc. in the amount of \$25,040
 - B.) Resolution No. 1013-21B Approving an Agreement for Services for concrete work at the Brighton Depot property with Lucero Concrete in the amount of \$31,128.00 and authorizing the Executive Director to execute any necessary documents required to implement the Agreement
10. **DISCUSSION ITEMS:**
 - A.) Preliminary 2022 BURA Budget Discussion- Kayla Barber- Perotta
 - B.) Downtown Update- Gary Montoya
11. **EXECUTIVE SESSION:**
 - A.) Under C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators regarding a reimbursement agreement with Vestas Blades America, Inc. and Vestas Nacelles America, Inc., in the North Brighton employment area.
12. **EXECUTIVE DIRECTOR REPORT:** Michael Martinez
13. **COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS:**

Authority Members

Chair

Candace Werth

Vice-Chair

Jac Cuney

Treasurer

Janet Hepp-Struck

Commissioners

Gary Wardle

Wayne Scott

Mark Rawlings

Paul Greaves

Adrienne Roman

City Council

Tim Watts

Executive Director

Michael Martinez

14. NEXT BURA MEETING:

**November 17th, 2021 BURA REGULAR MEETING
500 South 4th Avenue
Brighton, CO 80601| 4:30 PM**

15. ADJOURNMENT:



BRIGHTON URBAN RENEWAL AUTHORITY
500 South 4th Avenue Brighton CO 80601

Meeting Minutes from August 18th, 2021

1. CALL TO ORDER:

Chairwoman Werth called the meeting to order at 4:32 p.m.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

Commissioners Present: Tim Watts, Wayne Scott, Adrienne Roman, Candace Werth, Wayne Scott, Mark Rawlings, Paul Greaves and Janet Hepp- Struck
Commissioners Absent: Jac Cuney

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

Media Present: None

4. APPROVAL OF THE URA MEETING AGENDA:

Commissioner Hepp-Struck moved to approve the August 18th, 2021 regular meeting agenda, the motion was seconded by Commissioner Watts.

Voice vote: Motion carried unanimously

5. APPROVAL OF THE June 16th, 2021 BURA REGULAR MEETING MINUTES:

Commissioner Roman moved to approve the June 16th, 2021 BURA Meeting Minutes. The motion was seconded by Commissioner Watts.

Voice vote: Motion carried unanimously

6. PUBLIC COMMENT:

None

7. ACTION ITEMS:

A.) Commissioner Hepp-Struck moved to approve resolution 0818-21. The motion was seconded by Commissioner Rawlings.

Voice vote: Motion carried unanimously

8. DISCUSSION ITEMS:

A.)Kayla Barber-Perotta from finance was available for questions regarding BURA's second quarter financials.

B.) Gary Montoya provided a brief downtown update.

C.)Aaron Herrera discussed the DOLA Main Street: Open for Business grant opportunity and mentioned that if awarded, then BURA may need to pledge 20 percent match for the program.

9. EXECUTIVE SESSION:

An executive session was held under C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators regarding a reimbursement agreement with Vestas Blades America, Inc. and Vestas Nacelles, America, Inc., in the North Brighton employment area.

Commissioner Watts moved to enter executive session at 5:13 p.m. The motion was seconded by Commissioner Hepp-Struck.

Roll-call vote: Motion carried unanimously.

The executive session concluded at 5:55 p.m.The regular meeting resumed at 5:55 p.m.

10. EXECUTIVE DIRECTOR REPORT

Michael Martinez briefly discussed the potential sports complex project.

11. COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS

Commissioner Werth discussed her interview with City Council to be reappointed to the BURA Board. Commissioner Watts discussed the Wall that Heals event coming to Brighton from September 2nd-5th.

12.) NEXT BURA MEETING:

**September 15th, 2021 4:30 pm
500 S 4th Avenue
Brighton, CO 80601**

13. ADJOURNMENT

Chairwoman Werth adjourned the meeting at 6:18 p.m.



BRIGHTON URBAN RENEWAL AUTHORITY
500 South 4th Avenue Brighton CO 80601

Meeting Minutes from September 15th, 2021

1. CALL TO ORDER:

Chairwoman Werth called the meeting to order at 4:38 p.m.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

Commissioners Present: Tim Watts, Adrienne Roman, Candace Werth, Jac Cuney, Gary Wardle

Commissioners Absent: Wayne Scott, Paul Greaves, Mark Rawlings, Janet Hepp- Struck

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

Media Present: None

4. APPROVAL OF THE URA MEETING AGENDA:

Commissioner Werth asked to have Item 7B removed from the agenda. Commissioner Watts moved to approve the amended September 15th, 2021 regular meeting agenda, the motion was seconded by Commissioner Roman.

Voice vote: Motion carried unanimously

5. APPROVAL OF THE August 18th, 2021 BURA REGULAR MEETING MINUTES:

The meeting minutes were tabled until the next regular meeting.

Voice vote: Motion carried unanimously

6. PUBLIC COMMENT:

None

7. ACTION ITEMS:

A.) Commissioner Watts moved to table this item until BURA's September 28th 2021 special meeting. The motion was seconded by Commissioner Cuney.

Voice vote: Motion carried unanimously

8. DISCUSSION ITEMS:

A.) Gary Montoya provided a brief downtown update.

B.) Aaron Herrera advised the board that Raising Canes pulled out of the South Main development because of methane issues on the site.

C.) Michael and Aaron advised the board about a potential development in the North Brighton Employment area.

9. EXECUTIVE SESSION:

An executive session was held under C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators regarding a reimbursement agreement with Vestas Blades America, Inc. and Vestas Nacelles, America, Inc., in the North Brighton employment area.

Commissioner Watts moved to enter executive session at 5:26 p.m. The motion was seconded by Commissioner Roman.

Roll-call vote: Motion carried unanimously.

The executive session concluded at 6:05 p.m. The regular meeting resumed at 6:05 p.m.

10. EXECUTIVE DIRECTOR REPORT

Michael Martinez discussed the Wall that Heals event that was recently in Brighton.

11. COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS

Chairwoman Werth welcomed Gary Wardle to the BURA Board.

12.) NEXT BURA MEETING:

**October 20th, 2021 4:30 pm
500 S 4th Avenue
Brighton, CO 80601**

13. ADJOURNMENT

Chairwoman Werth adjourned the meeting at 6:30 p.m.



BRIGHTON URBAN RENEWAL AUTHORITY
500 South 4th Avenue Brighton CO 80601

Minutes from September 28th, 2021 Special Meeting

1. CALL TO ORDER:

Chairwoman Werth called the meeting to order at 4:00 p.m.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

Commissioners Present: Tim Watts, Adrienne Roman, Candace Werth, Jac Cuney, Gary Wardle, Wayne Scott, Paul Greaves, Mark Rawlings and Janet Hepp- Struck
Commissioners Absent: None

Staff Present: Michael Martinez, Aaron Herrera, Gary Montoya and BURA Legal Counsel Hilary Graham (by phone)

Media Present: None

4. APPROVAL OF THE URA MEETING AGENDA:

Commissioner Hepp- Struck moved to approve the September 28th, 2021 special meeting agenda, the motion was seconded by Commissioner Watts.

Voice vote: Motion carried unanimously

5. PUBLIC COMMENT:

None

6. ACTION ITEMS:

A.) Commissioner Watts moved to approve resolution No. 0928-21. The motion was seconded by Commissioner Cuney.

Voice vote: Motion carried unanimously

7. EXECUTIVE SESSION:

An executive session was held under C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for

negotiations, and instructing negotiators regarding a reimbursement agreement with Vestas Blades America, Inc. and Vestas Nacelles, America, Inc., in the North Brighton employment area.

Commissioner Hepp-Struck moved to enter executive session at 4:17 p.m. The motion was seconded by Commissioner Roman.

Roll-call vote: Motion carried unanimously.

The executive session concluded at 5:35 p.m. The regular meeting resumed at 5:36 p.m.

8. EXECUTIVE DIRECTOR REPORT

None

9. COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS

10.) NEXT BURA MEETING:

**October 13th, 2021 4:30 pm
500 S 4th Avenue
Brighton, CO 80601**

11. ADJOURNMENT

Chairwoman Werth adjourned the meeting at 5:38 p.m.

BRIGHTON URBAN RENEWAL AUTHORITY

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC & PLANNING SYSTEMS, INC. FOR ECONOMIC PLANNING AND ANALYSIS SERVICES RELATED TO THE PROPOSED PRECISION BUILDING SYSTEMS PROJECT

RESOLUTION NO. 1013-21

WHEREAS, the Brighton Urban Renewal Authority ("BURA") wishes to approve a Professional Services Agreement with Economic & Planning Systems, Inc. ("EPS") for economic planning and analysis services.

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

Section 1. The professional services agreement between BURA and Economic & Planning Systems, Inc. for economic planning and analysis services related to the proposed Precision Building Systems project is hereby approved in substantially the form attached hereto, subject to final approval by BURA's legal counsel.

Section 2. Upon such final approval by BURA's legal counsel, the Executive Director is hereby authorized to execute the agreement on behalf of BURA.

ADOPTED this 13th day of October, 2021

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Candace Werth, Chair

ATTEST:

Michael Martinez, Executive Director

AGREEMENT FOR PROFESSIONAL SERVICES
PRECISION BUILDINGS SYSTEMS PROJECT EVALUATION

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the Brighton Urban Renewal Authority, a Colorado urban renewal authority with an address of 500 South 4th Avenue, Brighton, Colorado 80601 ("BURA"), and Economic & Planning Systems, Inc. an independent contractor with a principal place of business at 730 17th Street, Suite 630, Denver, Colorado 80202 ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, BURA requires professional services; and

WHEREAS, Contractor has held itself out to BURA as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, related to the proposed Precision Buildings Systems project.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of BURA is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of BURA, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. BURA shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, BURA shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, BURA shall pay Contractor an amount not to exceed \$25,040 as set forth in Exhibit A. If Contractor completes the Scope of Services for a lesser amount, BURA shall pay only such lesser amount. This amount

shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by BURA for such fees, costs and expenses.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. BURA's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because BURA has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by BURA. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to BURA all of its right, title, and interest in such work. BURA may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to BURA.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include BURA and BURA's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to BURA. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by BURA, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to BURA a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless BURA and its officers, insurers, volunteers, representative, 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, property 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security

and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and BURA within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. 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 BURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, 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 address set forth on the first page of this Agreement.

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. BURA and its officers, attorneys and 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 or 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, attorneys 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 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.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of BURA not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Candace Werth, Chair

ATTEST:

Michael Martinez, Executive Director

CONTRACTOR

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2021, by _____ as
_____ of Economic & Planning Systems, Inc.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with Brighton Urban Renewal Authority "BURA," I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with BURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

BURA must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in BURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to BURA.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Brighton Urban Renewal Authority ("BURA"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with BURA within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A - Scope of Services

Contractor, referred to as "EPS," shall perform the following duties, as directed by BURA:

Task 1: Financial Analysis

Task 1.1 – Project Initiation

EPS will meet with staff and the development team to discuss the basic framework of the analysis related to the financial evaluation of the project. The purpose of this meeting will be to outline key issues, project details, project performance, and the project's need for TIF.

Task 1.2 – "But-For" Analysis

In order to complete an evaluation of the project, the Developer will need to provide an up-to-date development program, detailed estimates of construction costs, anticipated rental rates, and other pertinent information necessary to complete an evaluation of the performance of the project with and without TIF. EPS will use this information to develop a baseline feasibility model that will provide the basis for beginning to define a project gap and a reasonable level of public investment. In other words, this analysis will answer the question: "but-for" the investment of public revenues, will the project be able to move forward?

This task includes an evaluation of the performance of the project under alternative scenarios and EPS will evaluate project feasibility with and without TIF revenues. At a minimum, EPS will run two versions of the model that will include the following:

- **Baseline Scenario** – The Baseline Scenario will reflect assumptions and estimates provided by the Developer. These will be used to ensure that there are not technical model inaccuracies in the Developer's request for TIF. This model will also be used to determine a baseline from which to test alternative assumptions.
- **Alternative Scenario(s)** – Based on EPS' review of the project assumptions and Developer's pro forma, along with discussions with staff, EPS may develop one to two alternative scenarios that reflect any potential revisions to key model inputs. The results of this model will be used to estimate potential project funding gaps and determine project sensitivities to various model inputs, lease rates, vacancy rates, operating costs, and other key variables. This analysis will help the URA determine if the level of TIF is appropriate or if there are excess returns generated by any portion of the project, potentially justifying a lower amount of public investment through TIF.

Task 1.3 – Summary Model

The analysis outlined in this scope of work will be detailed in a comprehensive financial model that will include a summary of key project components, TIF revenue estimates, project feasibility with and without TIF revenues, and a range of sensitivity analyses.

Task 1.4 – Meetings and Presentation

EPS anticipates attending a URA meeting (either in person or virtually) to present the analysis outlined in this scope of work and any recommendations to be considered in the term sheet. This presentation will provide the URA with an

overview of the methodology used to estimate the need for public financing, a summary of the initial assumptions used by the Developer, any changes that are recommended by EPS, and the final estimated public financing that the project requires in order to move forward. Any additional meetings and presentations will be billed as an additional cost item.

Task 2: Impact Report

The impact report will include a summary of forecasted property tax revenues as well as Adams and Weld County fiscal and service impacts associated with development in accordance with the Urban Renewal Plan. It specifically responds to the requirements outlined in C.R.S. 31-25-107 (3.5). These standards state that:

- (3.5) "Prior to the approval of an urban renewal plan, the governing body shall submit such plan to the board of county commissioners, which shall include, at a minimum, the following information concerning the impact of such plan:
- I. The estimated duration of time to complete the urban renewal project;
 - II. The estimated annual property tax increment to be generated by the urban renewal project and the portion of such property tax increment to be allocated during this period to fund the urban renewal project;
 - III. An estimate of the impact of the urban renewal project on county revenues and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure;
 - IV. A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional county infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (ii) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority; and
 - V. Any other estimated impacts of the urban renewal project on county services or revenues."

EPS agrees to complete the above work program on a time and charges basis up to a maximum of \$25,040. Additional meetings and presentations are not included in this estimate and will be billed on a time and materials basis. The approximate breakdown of level of effort by task and staff level is shown in **Table 1.**

Table 1. Budget by Task

| Description | Principal | Project Manager | Production | Total |
|-----------------------------------|----------------|-----------------|----------------|-----------------|
| Billing Rate | \$240 | \$185 | \$105 | |
| Task 1: Financial Analysis | | | | |
| Task 1.1: Project Initiation | 2 | 6 | 0 | \$1,590 |
| Task 1.2: "But-For" Analysis | 10 | 20 | 8 | \$6,940 |
| Task 1.3: Summary Model | 8 | 18 | 8 | \$6,090 |
| Task 1.4: URA Presentations | <u>10</u> | <u>12</u> | <u>0</u> | <u>\$4,620</u> |
| Subtotal | 30 | 56 | 16 | \$19,240 |
| Task 2: Impact Report | 6 | 12 | 18 | \$5,550 |
| Totals Hours | 36 | 68 | 34 | 138 |
| Dollars by Person | \$8,640 | \$12,580 | \$3,570 | \$24,790 |
| Direct Costs | | | | |
| Travel & Data Acquisition | | | | \$250 |
| Total Direct Costs | | | | \$250 |
| Total Project Budget | | | | \$25,040 |

Source: Economic & Planning Systems

BRIGHTON URBAN RENEWAL AUTHORITY

**A RESOLUTION APPROVING A SERVICE AGREEMENT WITH
LUCERO CONCRETE FOR CONCRETE SERVICES**

RESOLUTION NO. 1013-21B

WHEREAS, the Brighton Urban Renewal Authority ("BURA") wishes to approve a Service Agreement with Lucero Concrete for concrete services at the Brighton Depot, 269 E. Bridge St.

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

Section 1. The Service Agreement between BURA and Lucero Concrete is hereby approved in substantially the form attached hereto, subject to final approval by BURA's counsel.

Section 2. Upon such final approval by BURA's counsel, the Executive Director is hereby authorized to execute the Professional Services Agreement on behalf of BURA.

ADOPTED this 13th day of October, 2021.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Candace Werth, Chair

ATTEST:

Michael Martinez, Executive Director

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the Brighton Urban Renewal Authority, a Colorado urban renewal authority with an address of 500 South 4th Avenue, Brighton, Colorado 80601 ("BURA"), and Lucero Concrete Contractors, LLC, an independent contractor with a principal place of business at 1511 Appleton Court, Brighton, CO 80601 ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, BURA requires services; and

WHEREAS, Contractor has held itself out to BURA as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of BURA is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of BURA, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. BURA shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, BURA shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, BURA shall pay Contractor \$31,128. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by BURA for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of BURA.

IV. RESPONSIBILITY

A. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by others in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. BURA's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because BURA has hired Contractor for its expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by BURA. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to BURA all of its right, title, and interest in such work. BURA may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to BURA.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include BURA and BURA's officers,

employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to BURA. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by BURA, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to BURA a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless BURA and its officers, insurers, volunteers, representative, 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, property 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, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless BURA may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and BURA within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. 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 BURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, 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 address set forth on the first page of this Agreement.

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. BURA and its officers, attorneys and 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 or 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, attorneys 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 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 have executed this Agreement on the date first set forth above.

BRIGHTON URBAN RENEWAL AUTHORITY

Candace Werth, Chair

ATTEST:

Michael Martinez, Executive Director

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with Brighton Urban Renewal Authority "BURA," I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with BURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

BURA must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in BURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to BURA.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Brighton Urban Renewal Authority ("BURA"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with BURA within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Lucero Concrete Contractors

1511 Appleton Ct
BRIGHTON, CO 80601 US
+1 3038751532
luceroconcretecontractors@gmail.com

Exhibit A

Estimate

ADDRESS
City of Brighton

ESTIMATE 1048
DATE 08/27/2021

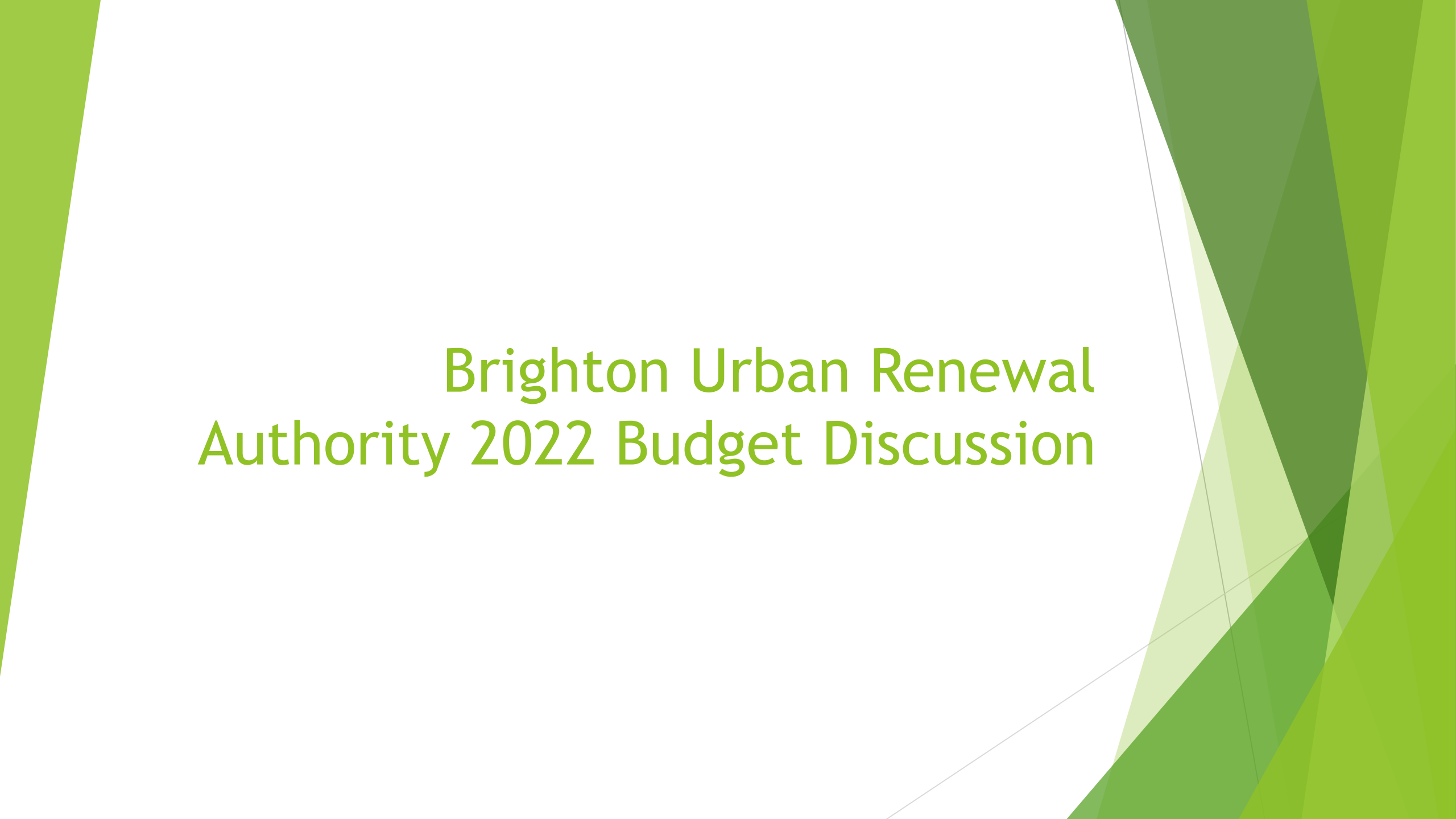
| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|--|------------------|---|-------|-------|-----------|
| | Remove & Replace | Removal concrete @ Depot Building (Back Concrete pad and sidewalk) | 1,206 | 3.00 | 3,618.00 |
| | Install | Install concrete @ Depot Building (Back Concrete pad and sidewalk) | 1,206 | 15.00 | 18,090.00 |
| | Remove & Replace | Remove concrete @ Depot Building (front sidewalk & pad) | 460 | 3.00 | 1,380.00 |
| | Install | Install Concrete @ Depot Building (front sidewalk & pad) | 536 | 15.00 | 8,040.00 |
| If completed Separately a mobilization fee will be charged of \$1500 each mobilization | | | | | |

TOTAL

\$31,128.00

Accepted By

Accepted Date



Brighton Urban Renewal Authority 2022 Budget Discussion

Agenda

- ▶ Overview of projected revenues
- ▶ Overview of projected expenditures
- ▶ Special projects
- ▶ The next big thing?

The plan is to return in November for the budget hearing and adoption of the proposed 2022 budget.

2022 Budget Assumptions

- ▶ What we heard from BURA Staff
 - ▶ Interest in continuing grant programs
 - ▶ Desire to complete downtown study
 - ▶ Architectural Lighting at the Armory
- ▶ Additional Assumptions
 - ▶ Alignment with historic actuals
 - ▶ Must be flexible

Revenues

| Fund | 2020 Actuals | 2021 Projected | 2022 Projected | % Change |
|----------------|--------------|----------------|----------------|----------|
| BURA Admin | \$ 288,820 | \$ 166,000 | \$ 184,509 | 11% |
| CORE BURA | \$ 2,791,706 | \$ 2,555,000 | \$ 2,325,000 | -9% |
| Armory | \$ (21,587) | \$ 31,986 | \$ 104,000 | 225% |
| North BURA | \$ 3,503,729 | \$ 2,924,993 | \$ 2,357,088 | -19% |
| South BURA | \$ 2,655 | \$ 2,525 | \$ 2,600 | 3% |
| Southeast BURA | \$ 498,284 | \$ 475,100 | \$ 481,000 | 1% |
| North BURA 2 | \$ - | \$ - | \$ - | 0% |

- ▶ Will continue to refine before November budget hearing
- ▶ Armory and Admin reflect return to normal
- ▶ North BURA-Termination of Vestas agreement
- ▶ North BURA 2- County has combined with North BURA. Should we?

Expenditures

| Fund | 2020 Actuals | 2021 Projected | Proposed 2022 Budget | % Change |
|-----------------------|--------------|----------------|-------------------------|----------|
| BURA Admin | \$ 217,305 | \$ 248,447 | \$ 231,707 | -7% |
| CORE BURA | \$ 1,358,550 | \$ 1,318,706 | \$ 1,716,635 | 30% |
| Armory | \$ 278,045 | \$ 444,560 | \$ 542,942 | 36% |
| North BURA | \$ 3,668,916 | \$ 2,732,305 | \$ 985,286 | -64% |
| South BURA | \$ 1,044 | \$ 390 | \$ 523 | 34% |
| Southeast BURA | \$ 494,484 | \$ 475,000 | \$ 480,000 | 1% |
| North BURA 2 | \$ - | \$ - | \$ - | n/a |

- ▶ CORE BURA-Special Projects
- ▶ Armory-Return to normal and replacement of lights
- ▶ North BURA-Termination of Vestas agreement, RE8 expiration
- ▶ South BURA-Adams County Rebate

Special Projects

Downtown
Initiatives
\$48,496

South Main
\$143,000

Armory
Integration
\$90,000

Downtown
Study/Plan
\$50,000

Architectural
Lighting
\$62,000

Direction Needed

- ▶ What is the next big thing for BURA?
 - ▶ \$1.4M available in unrestricted funds projected for the end of 2021
 - ▶ Will grow over the next few years
- ▶ Can we collapse North BURA 2 into North BURA?