

General Information:
Office: 303-655-2150
Aherrera@brightoncd.org

Authority Members

Chair

Candace Werth

Vice-Chair

Wayne Scott

Treasurer

Starr Zweifel

Commissioners

Joan Cox
Richard Gonzales
Daniel Doherty

City Council

Jim Snyder

Executive Director

Aaron Herrera



City Hall 500 South 4th Avenue
Brighton, CO 80601
BURA Regular Meeting
January 21, 2026 | 4:30 p.m.

AGENDA

Notice of Non-Discrimination

It is the policy of the City of Brighton to provide equal services, programs and activities without regard to race, color, national origin, creed, religion, gender, gender identity, sex, sexual orientation, disability, or age and without regard to the exercise of rights guaranteed by state or federal law. The City of Brighton has a policy to provide language access services at no charge to persons with limited English proficiency (LEP) and persons with a disability who are served by the City.

For more information on non-discrimination or interpretation, please contact the City's Coordinator at ADACoordinator@brightonco.gov or 303-655-2096. The City will make reasonable accommodations in accordance with Colorado law and the Americans with Disabilities Act (ADA) or will arrange for an interpreter in accordance with Title VI of the Civil Rights Act. Any request for an interpreter must be made by 9:00 a.m. on the Thursday prior to the urban renewal authority meeting.

Si desea traducción o acomodaciones de acuerdo con la Ley de Derechos de Discapacitados ("ADA" en inglés) o Título VI, de la ley Dercechos Civiles, por favor comuníquese por correo electrónico a ADACoordinator@brightonco.gov o 303-655-2096. Cualquier petición para un intérprete debe ser pedido antes de las 9 a.m. el jueves anterior de la sesión del urban renewal authority.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF THE URA REGULAR MEETING AGENDA:**
Recommended motion "...to approve January 21st, 2026, Regular Meeting Agenda."
5. **APPROVAL OF THE DECEMBER 17th, 2025, BURA REGULAR MEETING MINUTES:**
Recommended motion "...to approve the December 17th, 2025 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.) Selection of Officers
 - B.) Resolution No. 0121-26A Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law- Hilary Graham
 - C.) Resolution No. 0121-26B - 2026 Façade Grant Guidelines Update- Aaron Herrera

D.) Resolution No. 0121-26C Approving a Professional Services Agreement with Economic & Planning Systems, Inc.-Aaron Herrera

8. DISCUSSION ITEMS:

- A.) Downtown Update- Gary Montoya
- B.) 2024 Live at the Armory Recap- Gary Montoya
- C.) DDA Update- Gary Montoya & Aaron Herrera
- D.) 85/7 Overpass Beautification Owner's Representative- Aaron Herrera

9. EXECUTIVE DIRECTOR REPORT:

10. COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS:

11. NEXT BURA MEETING:

**February 18th, 2026-BURA Regular Meeting
500 S. 4th Avenue
Brighton, CO 80601 | 4:30 p.m.**

12. ADJOURNMENT:



BRIGHTON URBAN RENEWAL AUTHORITY
500 S 4th Avenue, Brighton CO 80601

Minutes from December 17, 2025 BURA Regular Meeting

1. **CALL TO ORDER:**

Commissioner Werth called the meeting to order at 4:30 p.m.

2. **PLEDGE OF ALLEGIANCE:** The Commissioners and guests recited the Pledge.

3. **ROLL CALL:**

Commissioners Present: Candace Werth, Wayne Scott, Starr Zweifel, Joan Cox, Daniel Doherty, Edward Autterson, Bonnie Charlesworth and Jim Snyder.

Commissioners Absent: Richard Gonzales.

Staff Present: Aaron Herrera, Gary Montoya, Yvette Martinez, Michael Martinez, Emma Lane, Grey Shipman, Holly Prather.

Also present, BURA Legal Counsel, Hilary Graham.

Media Present: None

4. **APPROVAL OF THE DECEMBER 17, 2025 BURA MEETING AGENDA:**

Commissioner Cox moved to approve the December 17, 2025, regular meeting agenda; second by Commissioner Autterson.

Voice vote: Motion carried unanimously.

5. **APPROVAL OF THE NOVEMBER 19, 2025 BURA REGULAR MEETING MINUTES:**

Commissioner Autterson moved to approve the November 19, 2025 regular meeting minutes; second by Commissioner Doherty.

Voice vote: Motion carried unanimously.

6. **PUBLIC COMMENT:**

None.

7. **DISCUSSION ITEMS:**

- A.) Downtown Historic Preservation/Planning – Emma Lane and Grey Shipman. Ms. Lane and Mr. Shipman provided Brighton downtown’s historic district background. The designation began in 2014 and was finalized after public engagement and petition. The downtown Design Guidelines were created to preserve historic character. The following sign types are allowed under the Guidelines: Awnings, projecting signs, window signs; marquee and wall signs permitted but harder to implement. Total signage allowed = 1 sq. ft per linear foot of frontage (minimum 50 sq. ft). Temporary signs are allowed for 60–90 days; enforcement challenges noted. The

Guidelines also emphasize high-quality materials, minimal building damage, and pedestrian-friendly orientation. The application process includes a Certificate of Appropriateness and a sign permit. Deviations from guidelines may require a public hearing. Comments from the BURA Commissioners included: Clearer communication and consistency in enforcement; exploring flexibility for multi-tenant buildings; consider revising temporary sign rules for easier enforcement; suggested creating specific downtown signage policy for clarity.

- B.) Downtown Update – Gary Montoya. Mr. Montoya shared the Armory had successful year-end shows. He also shared performances coming up in 2026. He commented on the holiday Tree Lighting and Festival of Lights Parade. Both well attended and successful. There will be a Downtown Partnership meeting in January 2026.
- C.) DDA Transition – Aaron Herrera and Gary Montoya. The DDA formation and next steps will be on the February 10, 2026 study session agenda for City Council. Discussion will include board formation and the plan of development. We are leaning toward a staff-driven model for the DDA similar to Lafayette. Goals include establishing a strong board early in 2026 and ongoing discussions with taxing district entities.
- D.) 2025 Façade Grant Year in Review – Ms. Martinez highlighted all projected completed and some in progress under the 2025 grant year. Examples of projects are new signage, murals, paint refresh and awning replacements. Overall, the impact is significant visual improvement in the downtown.
- E.) 2026 Façade Grant Guidelines – Aaron Herrera and Yvette Martinez. They proposed the following changes: Remove security cameras from eligible items; require applicant attendance at approval meeting; enforce deadlines for signing agreements (45 days) and project completion (180 days); maintain 75/25 funding split (board consensus); and increase administrative approval limit from \$3,000 to \$10,000 for efficiency.

8. **EXECUTIVE DIRECTOR REPORT:** Aaron Herrera. Mr. Herrera shared the following: the final payment was made for the South Main Project; QuikTrip construction expected Feb 2026; the Dutch Bros \$60,000 payment completed for deceleration lane; light pole reimbursement is pending. Regarding the Cannery Project, the conditional use permit has been submitted; awaiting response. Highway 7/85 Overpass Beautification: 100% design complete; CDOT permitting expected early in 2026; Adams Crossing: Potential sale; exploring marketing strategy with Economic & Planning Systems.

Operational Note: Proposal to reduce printed packets; electronic format preferred with paper copies of the agenda available.

9. **COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS:** *Wayne Scott:* Questions on CDOT control over Highway 7 improvements; requests clarity. *Dan Doherty:* Shared news of new dessert shop opening downtown; mentioned Brighton-based film “Walkins Welcome” on Amazon Prime. *Jim Snyder:* Complimented permanent downtown tree lights; suggested enforcement letters for temporary signs.
General Consensus: Appreciation for staff efforts and successful events; interest in stronger signage policy and communication.

10. ADJOURNMENT: Commissioner Werth adjourned the meeting at 6:21 p.m.

NEXT BURA MEETING:

Regular BURA Meeting

Wednesday, January 21, 2026 at 4:30PM

City Hall, 500 S 4th Avenue Brighton, CO 80601

Council Chambers 1st Floor

BRIGHTON URBAN RENEWAL AUTHORITY

**A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE
FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY
THE COLORADO OPEN MEETINGS LAW**

RESOLUTION NO. 0121-26A

WHEREAS, pursuant to the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, and specifically C.R.S. § 24-6-402(2)(c), Board of Commissioners of the Brighton Urban Renewal Authority ("BURA") must, at its first regular meeting of each year, designate a public place where notices of meetings will be posted.

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

Section 1. BURA's website, brightonura.org, is hereby adopted as the official posting location for all meeting notices pursuant to C.R.S. § 24-6-402.

Section 2. The Assistant to the Executive Director shall be responsible for posting the required notice no later than 24 hours prior to each meeting. All meeting notices shall include specific agenda information where possible.

Section 3. In the event online notice is not possible due to emergency circumstances, the alternative posting place is the bulletin board, first floor, Brighton City Hall, 500 South 4th Avenue, Brighton, Colorado 80601.

ADOPTED this 21st day of January, 2026.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Chair

ATTEST:

Aaron Herrera, Executive Director

BRIGHTON URBAN RENEWAL AUTHORITY

**A RESOLUTION APPROVING UPDATES TO THE FAÇADE
IMPROVEMENT GRANT PROGRAM**

RESOLUTION NO. 0121-26B

WHEREAS, by Resolution No. 0419-23, the Authority enacted the Façade Improvement Grant Program (the "Program");

WHEREAS, by Resolution No. 0320-24, the Authority revised and updated some aspects of the Program; and

WHEREAS, to encourage application to and use of the Program, the Authority now wishes to reduce the Program match required and make other minor changes to the Program.

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

Section 1. The Program as updated in Exhibit A, attached to this Resolution and incorporated herein, is approved by the Board.

Section 2. Except as updated hereby, the Program remains in full force and effect, and the Executive Director remains authorized to take such actions as are necessary and appropriate to operate and administer the Program.

ADOPTED this 21st day of January, 2026.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Chair

ATTEST:

Aaron Herrera, Executive Director



Brighton Urban Renewal Authority

BURA Façade Improvement Grant Guidelines

January 2026

The Brighton Urban Renewal Authority (BURA) Façade Improvement Grant Program (Grant Program) is a competitive grant program meant to encourage property owners and tenants of buildings within eligible portions of Brighton's core downtown plan area (shown on Appendix 1) to make building improvements that will revitalize the area and attract customers to shop, dine and do business in Brighton. These Grant Program Guidelines (Guidelines) are meant to assist applicants with going through the process of applying for a Façade Improvement Grant and outlining what improvements will be considered.

BURA reserves the right to amend these Guidelines at any time if it is determined necessary to provide more clarity, flexibility or restrictions to the Grant Program.

Eligibility

The Grant Program is eligible to commercial and residential buildings within the Core BURA plan area (Grant Area) identified by the attached map at Appendix 1. An owner or tenant of a building within the Grant Area may apply for grant funding. Tenants must provide written approval from the owner of the building to submit a Grant Program application (Application) and to be bound by the required program agreement. An applicant that has an outstanding grant award that has not been completed pursuant to the application process described in these Guidelines is ineligible for a new grant award until all outstanding work on any previous grant is complete.

Grant Funding Available

The applicant must provide a minimum 25% match for any amount awarded. The BURA Board will decide annually on the amount of grant funding available each year. Grant awards in the amount of \$10,000 or less may be approved administratively by the Executive Director; higher grant award amounts require Board approval. Reimbursements will be made to the applicant provided that the work performed is as approved by BURA. If changes are necessary, the applicant may provide an explanation of any changes. If BURA approves the changes, then the award amount will continue to be dispersed. Grant disbursements will be as follows:

1. Upon completion of work as awarded through the Grant Program, applicant shall provide receipts of project expenses throughout the project, as well as proof of payment of said receipts. BURA will reimburse those receipts up to 75% of the grant award amount.
2. Upon completion of the project, BURA will provide the remaining balance of the grant award to the applicant. If the applicant did not request previous disbursements, the entire grant will be awarded upon completion of the project. Completion will be determined based upon the procedures set forth under the Application Process section below.



Brighton Urban Renewal Authority

Eligible and Ineligible Improvements

With respect to exterior façade improvements that qualify under the Grant Program, only improvements made to façades visible to the public from the street or sidewalk are eligible.

Prior to submitting an application for improvements to a building that is over fifty years old, the applicant is encouraged to review the Secretary of the Interior's Standards for the Treatment of Historic Properties (the "Standards") located at <https://www.nps.gov/tps/standards/treatment-guidelines2017.pdf>. Work that substantially conforms to the Standards, where applicable, may be viewed more favorably by BURA.

Eligible improvements include:

- Restoration and cleaning of masonry, including brick, stone and concrete. Pressure washing is discouraged as a method to clean brick on any building receiving grant funding.
- Professional cleaning of windows, awnings and sidewalks, (once annually).
- Repair or replacement of windows. If windows are the original, historic windows, repair is preferred. Where repair is not possible, replacement windows of the same material, size and shape are encouraged.
- Lighting attached to the building that accentuates signage or other significant architectural details of the building. All lighting will be reviewed on a case-by-case basis to ensure it complements the building façade.
- Restoration and repair of original architectural details of the building, such as the cornice and window details.
- Landscaping amenities (xeriscape preferred), sidewalks (repair & replacement), parking lot repairs and striping.
- Removal of inappropriate façade materials.
- Installation or repair of awnings.
- Repair of doors or replacement of doors where it is found the proposed door complements the building façade.
- Painting. The color should take into consideration the surrounding buildings and character of the Grant Area. Painting over brick is discouraged.
- Signage. All signage will be reviewed to ensure that it complements the building and the character of the Grant Area. Eligible signage may include projecting signs, storefront signs or restoration of original architectural signs. Generally, signage should not cover distinct architectural features of a building. Initial written approval of the sign from the city must be provided with the application.
- Architectural design assistance for an applicant to enlist an architect to provide recommendations on appropriate improvements to the building.

BURA



Brighton Urban Renewal Authority

Ineligible improvements include, but are not limited to, improvements that:

- Were started or completed prior to applying for the Grant Program.
- Exterior improvements that are not made directly to a façade, such as benches, planters, etc.
- Improvements that are not visible from the street or sidewalk.
- Plant materials
- Roof replacements and repairs
- Are not found to be complementary to surrounding buildings and neighborhood character or the original character of the building.
- Are made to a historically designated building that have not been issued a Certification of Appropriateness by the Brighton Historic Preservation Board.
- In addition, building permit fees and other administrative fees that may be required by the City are not eligible for grant funding.

Application Process

A pre-application conference with BURA staff is required prior to applying, to discuss the proposed project and any requirements. To schedule a pre-application conference, contact BURA staff at 303.655.2150 or 303.655.2286. For improvements to a building that is over fifty years old, the applicant should consult with the Brighton Historic Preservation Board or staff prior to submitting their grant application. For more information on meeting with the Historic Preservation Board, please contact City staff at 303.655.2051 or visit <https://www.brightonco.gov/193/Historic-Preservation-Commission>.

Grant Program Applications will be accepted until budgeted funds are expended for the current budget year. Applications may be submitted electronically or in hard-copy format by any one of the following delivery methods:

1. Hand-Delivery. Hand-delivery of Applications (either electronic or hard-copy) must be delivered during business hours (Monday – Thursday from 8:00 AM – 4:00 PM; and Friday from 8:00 AM – 12:00 PM, excluding holidays) to City Hall at 500 S. 4th Avenue, Brighton, Colorado. Hand-delivered Applications should be labeled to the attention of the Brighton Urban Renewal Authority.
2. Email Applications may be sent to aherrera@brightonco.gov or ymartinez@brightonco.gov. Please enter “Façade Improvement Grant Program Application” in the subject line of the email.
3. U.S. Mail. Façade Improvement Grant Program Applications may be mailed to:

**Brighton Urban Renewal Authority
500 S. Fourth Avenue
Brighton, CO 80601**

It is the applicant’s responsibility to confirm with BURA staff that the Application was received.



Brighton Urban Renewal Authority

The applicant shall submit a fully completed Application, along with the following attachments:

- Proof that a pre-application conference was held with BURA staff to discuss the project prior to submitting the Application. Contact BURA staff at 303.655.2150 to schedule this meeting.
- Architectural renderings, site plans and/or other visual representations of the proposed improvements. For paint, a paint sample of the proposed color should be provided.
- Clear before and after photos/images of the building. For exterior façade improvements, provide photos for all sides of the building for which improvements are being requested.
- Two estimates from licensed contractors, except that Applications for painting a façade do not require multiple contractor estimates. It is important that estimates include applicable taxes. It is the responsibility of the applicant to ensure their estimates are accurate. All permitting fees are the responsibility of the applicant.
- For an application for signage, initial approval from the City of Brighton Community Development Department must be provided.
- The property owner shall submit proof of ownership of the building and shall consent to signing the program agreement (described below), if a grant is awarded.
- For historically designated buildings, a report of acceptability stating the work is approved by the Brighton Historic Preservation Board. Note that the process to receive a report of acceptability can take a month or longer, so you should begin this process as soon as possible.

BURA staff will review all applications to ensure they are complete, and all required attachments are included. If there are any items missing, staff will inform the applicant of any missing information so they can supplement their application.

For grant application of \$10,000 or less, the BURA Executive Director will review the application for compliance with the grant award criteria and may make the grant award decision. For grant applications seeking a higher dollar amount, the BURA Board will review the application at a regular BURA meeting following the Application's submittal and will consider projects based on grant award criteria, as further defined below. The amount of grant funds requested will be compared with the amount of available funds, as determined annually by the BURA Board. Grants will be awarded to the projects at the sole discretion of BURA. The number of grants awarded will be based upon the projects proposed and the funding available.

Given the limited funds available, applicants may choose to phase larger projects into smaller, more manageable projects. However, approval of an application does not guarantee that subsequent phases will automatically be awarded grants.

Final approval is contingent upon the applicant entering into a Façade Improvement Grant Program Agreement (Agreement) with BURA, which outlines the terms of the Grant Program and criteria for receiving a Façade Improvement Grant. Tenants who are applying must have the building owner's consent to be bound by the Agreement. The Agreement must be finalized by no later than 45 days following approval of a grant award by BURA. If it is not finalized within this time, then the grant award will become null and void.

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Brighton Urban Renewal Authority

The project must be completed by no later than 180 days after finalizing the Agreement. An extension may be requested in writing. At BURA's discretion, the extension may or may not be granted. If the extension is granted, BURA will continue to reimburse the applicant for work performed on the project as agreed upon in the Agreement.

At the completion of a project, applicant must schedule a final inspection with designated BURA staff, and for work requiring a building permit, the city building Inspector. BURA staff will provide written confirmation that the work has been completed as agreed upon in the Agreement. The applicant should also submit an invoice to BURA showing the final project costs, and photos clearly showing the work completed. Upon review of these documents, BURA will issue the final remaining grant award to the applicant after making a determination that the work was completed as agreed, and upon receiving proof that the applicant has paid for said work.

Grant Award Criteria

- Preference will be given to projects that have a high visible impact on public streets and for projects that seek to restore architecturally significant features of a building or have a significant likelihood to increase visitors, employees and/or businesses to the Grant Area. The following criteria will specifically be taken into account by BURA when reviewing a Façade Improvement Grant Program Application:
- Instances where an immediate renovation would stop serious deterioration of the building's façade, or where architecturally significant features contributing to the building's character are in danger of being lost.
- Projects that would restore the historic features of a building; where historic features are being removed or altered, whether the improvements have a high degree of aesthetic appeal and are complementary to the surrounding Grant Area.
- Projects that demonstrate the ability to attract people to the Grant Area.
- Projects that would result in significant new investment and the creation of jobs in the Grant Area.
- Projects involving buildings with vacant or underutilized spaces where the overall marketability of the building would be improved.
- Applications that demonstrate the applicant's capacity to complete the project.

Additional Grant Requirements

The applicant shall comply with all applicable provisions of the Brighton Municipal Code and the International Building Codes enforced by the City. By submitting an application, the applicant agrees to allow the city to inspect the building for Code compliance. Applicants shall obtain all required building permits prior to starting work on the project (all permitting fees are the responsibility of the Applicant).

Businesses must be in good standing with the City of Brighton including the Sales and Use Tax Department, Utilities Department and Code Enforcement. If your building is in violation with Code



Brighton Urban Renewal Authority

Enforcement and you are utilizing the grant to bring your building into compliance an exception may be considered.

Municipal Code violations discovered after the project acceptance will not result in disqualification from the Grant Program, but corrections of such violations shall be incorporated into the project. BURA retains the right to withhold reimbursements from the applicant until such violations are corrected to the satisfaction of City staff.

BRIGHTON URBAN RENEWAL AUTHORITY

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC & PLANNING SYSTEMS, INC.

RESOLUTION NO. 0121-26C

WHEREAS, the Brighton Urban Renewal Authority ("BURA") wishes to approve a Professional Services Agreement with Economic & Planning Systems, Inc. ("EPS") for creation of a south Brighton economic profile.

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. is approved in substantially the form attached hereto, and the Chair is authorized to execute the agreement on behalf of BURA.

ADOPTED this 21st day of January, 2026.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Chair

ATTEST:

Aaron Herrera, Executive Director

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 21st day of January, 2026 (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.

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 \$15,450 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. 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.



South Brighton Economic Profile

Project Understanding

The South Brighton Employment Area is an urban renewal area located at the intersection of I-76 and E-470. It includes the proposed Adams Crossing development with nearly 300 acres that will include a mix of commercial and residential development. The only recent development is the Adams County Government Center with over 1,200 employees. Later this year a new interchange along E-470 will open in the area that is expected to stimulate development.

EPS was asked by Brighton Urban Renewal Authority (BURA), to prepare an economic profile for the South Brighton Employment Area as a marketing resource to inform and attract investors and development. The economic profile will include demographics, housing, and employment. It will have a specific focus on retail to estimate retail demand within a larger trade area. This material will be summarized in a detailed presentation format along with a standalone executive summary for marketing purposes.

Scope of Work

EPS proposes the following scope of work to create an economic profile for the South Brighton Employment Area.

Task 1: Economic and Demographic Framework

EPS will define a primary trade area for the purpose of tracking economic and real estate trends and conditions. This will be defined using a drive time analysis from the new E-470 interchange. Demographic and economic conditions will be tracked from 2010 to the most recent data available for the trade area, Brighton, and Adams County. Data on households by type, size, age, and income levels will be summarized and used as important inputs to the retail demand.

Data on employment and annual wages by NAICS category will be compiled for the City of Brighton and Adams County. We will also compile available data on commuting patterns of workers and residents by location.

Task 2: Market Conditions

Market trends will be summarized for residential and retail development within the trade area and Brighton. This includes a high-level summary of for-sale and for-rent residential products. We will summarize recent home prices, multifamily rental rates, and multifamily vacancy rates to determine demand. Research of

active and proposed residential development in the trade area will be used to inform a household forecast that supports the retail demand analysis. Retail market conditions will be summarized for the trade area to identify trends in inventory and absorption, rental rates, and vacancy rates.

Task 3: Retail Demand

EPS will forecast supportable neighborhood and community retail development based on the area household population, average household income, and portion of income spent on retail goods. This retail spending model will determine supportable retail space by store category based on the household forecast for the trade area and visitor inflow. This analysis will estimate the amount and type of retail demand the South Brighton Employment Area can attract. These findings will be aligned with the proposed retail development in Adams Crossing.

Task 4: Draft and Final Deliverables

A draft and final deliverable will be provided that summarizes the key findings, market conditions, and forecasted growth of the trade area and South Brighton Employment Area. This will be provided in a detailed presentation format with graphics along with a standalone executive summary for marketing purposes.

Budget and Schedule

The estimated budget by task and staff level is shown below in **Table 1**, with the corresponding billing rates. EPS will complete the project on a time and materials basis not to exceed \$15,450. The project is estimated to take between 8 to 10 weeks from a signed contract.

Table 1. Proposed Budget by Task and Staff

Description	Principal In Charge	Project Manager	Project Analyst	Total
Billing Rate	\$285	\$220	\$165	
Task 1: Economic and Demographic Framework	0	4	16	\$3,520
Task 2: Market Conditions	0	4	10	\$2,530
Task 3: Retail Demand	4	6	10	\$4,110
Task 4: Draft and Final Deliverables	6	8	8	\$4,790
Total	10	22	44	\$14,950
Direct Costs				
Data Acquisition				\$500
Total Direct Costs				\$500
Total Project Budget				\$15,450

Source: Economic & Planning Systems

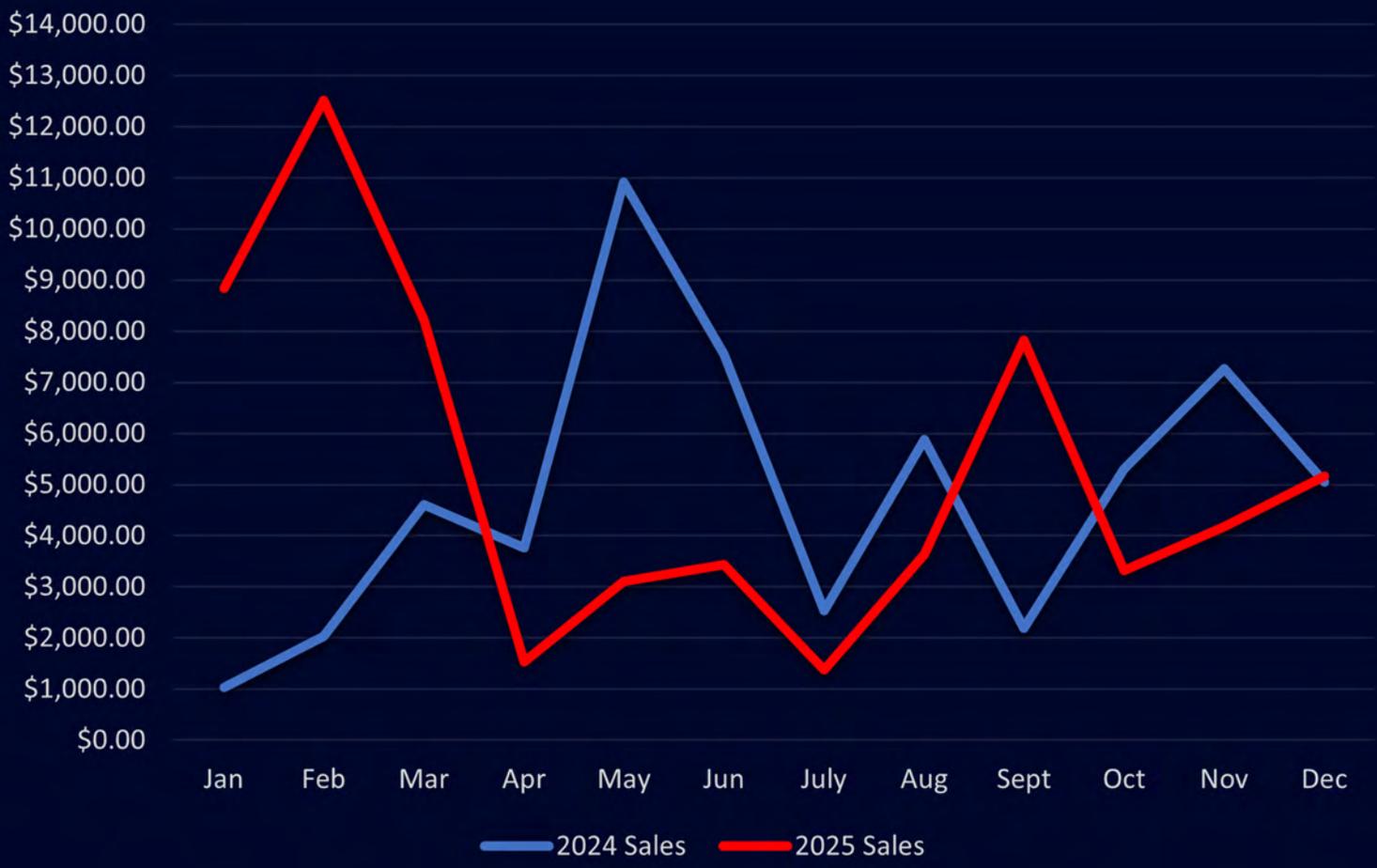
Live at the ARMORY

2025 WRAPPED

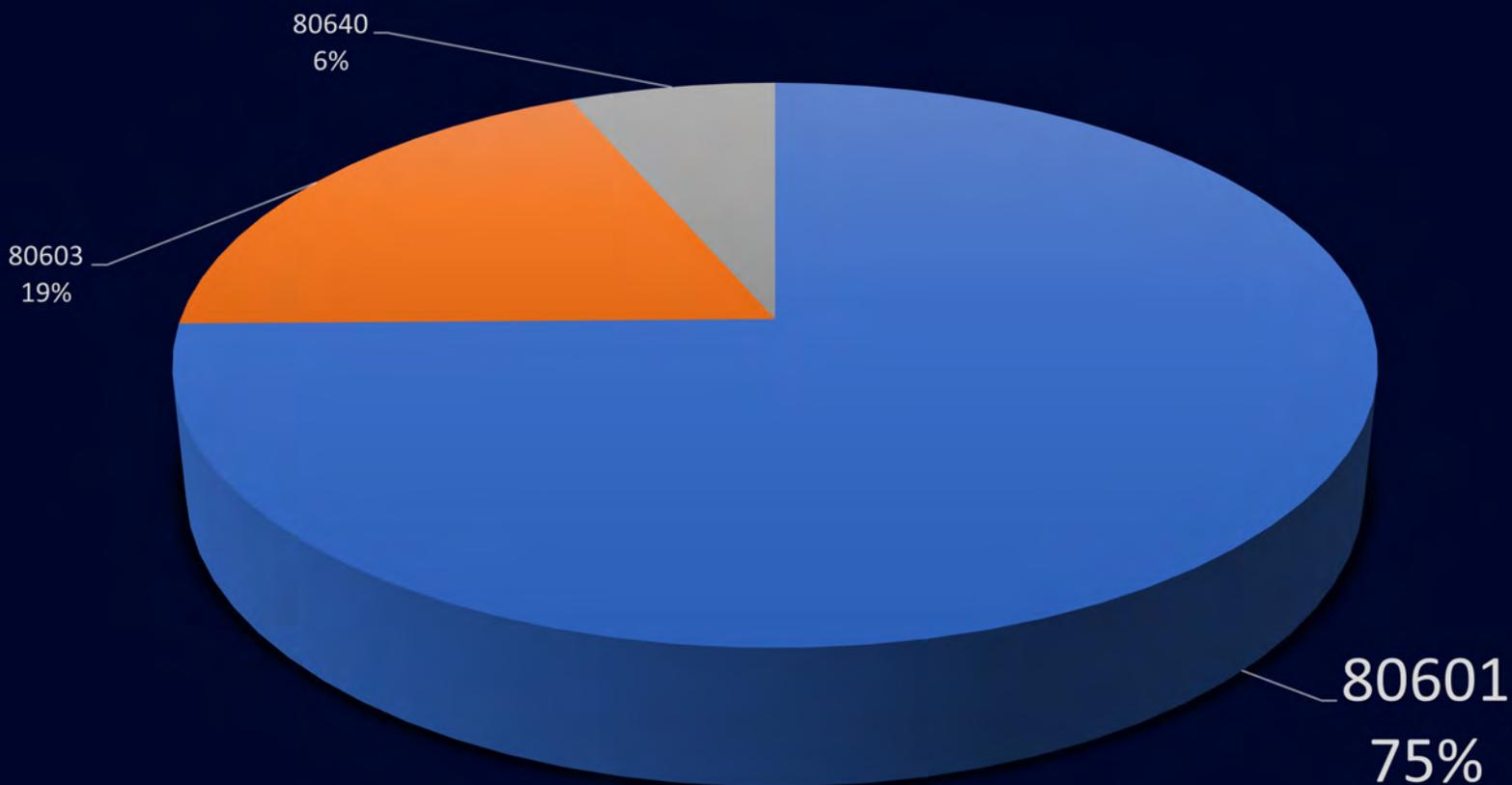
- 2,333 TICKETS SOLD (19% INCREASE FROM 2024)
- \$63,133.86 IN GROSS TICKET SALES (9% INCREASE FROM 2024)
- \$53,785.31 IN NET TICKET SALES (9% INCREASE FROM 2024)
- OUR AVERAGE REVENUE PER SHOW WAS \$4,482.11
- 512: THE SELENA EXPERIENCE WAS OUR BIGGEST SELLER AT \$7,250.25
- PATRONS SPENT \$63.24 PER ORDER ON AVERAGE

SHOW	TICKETS SOLD	NET SALES
512: THE SELENA EXPERIENCE	302	\$7,250.25
BEEGEES Gold	300	\$7,143.59
Big Bill MORGANfield FEATURING THE DELTA SONICS	84	\$2,016.75
CHICANO HEAT & GRUPO PRESIDIO	110	\$2,046.82
FACE VOCAL BAND	145	\$3,510.75
RYAN CHRYS & ERIC GOLDEN	44	\$1,059.88
TEN YEARS GONE	178	\$4,326.79
THE LONG RUN	214	\$5,735.37
THE PETTY NICKS EXPERIENCE	173	\$4,346.76
THOSE CRAZY NIGHTS	231	\$5,735.37
WISH WE WERE FLOYD	222	\$4,346.76
YESTERDAY BEATLES TRIBUTE	286	\$6,806.86

MONTHLY SALES COMPARISON 2024-2025



BRIGHTON PATRONS by Zip Code



PATRON DISTRIBUTIONS by City

