

BOARD OF DIRECTORS MEETING

January 11, 2023 By Zoom Webinar AGENDA

Mission Statement: The Five Points Business Improvement District unites businesses and commercial property owners by maintaining the business corridor and catalyzing inclusive economic development and cultural preservation.

10:00 AM	I.	Call to Order	Board
10:05 AM	II.	Video Introductions	Board
10:10 AM	III.	Administrative Items A. Board Resignations; Officer Nominations B. Disclosure of Potential Conflicts of Interest C. Board Meeting Minutes – Oct. 12 & Nov. 9, 2022 D. Treasurer's Report – Sept, Oct, & Nov, 2022	Board Board Board N. Beal
10:15 AM	IV.	 Ratification of Email Votes A. Vote to Certify Final Mill Levy Revenue B. Vote to Renew Admin and MarCom Agreements w/DDP C. Vote to Accept DDP's Recommendation to Subcontract with ZoZo Group for MarCom Services 	V. Martinez
10:20 AM		 New Business A. Set 2023 Meeting Dates and Posting Location B. Viva Streets Denver C. Stakeholder Meeting & Property Survey Discussion to Prioritize Business Recruitment Corridor Marketing and Activation Neighborhood Beautification Security Other Priorities Budget 	V. Martinez A. Iltis P. Books & H. Cowans
11:00 AM	VI.	Old Business A. Renewal of Maintenance Agreement with CSG B. Updates: Entry Signage, Xcel Banners, Historical Markers	Board V. Martinez
11:10 AM	VII.	MarCom Update A. ZoZo Group Introduction and Role B. Upcoming Activations C. Involvement Opportunities	L. Sayer
11:25 AM	VIII.	Public Comment	
11:30 PM	IX.	Adjourn	

2023 Board Members

Position	Board Member	Term
Chair	Vacant	Expires June 2024
Co-Chair	Vacant	Expires June 2024
Co-Chair	Maedella Stiger	Expires June 2023
Treasurer	Nathan Beal	Expires June 2023
Board Member	Paul Books	Expires June 2024
Board Member	Haroun Cowans	Expires June 2024
Board Member	John Pirkopf	Expires June 2023



2023 Board Members

Position	Board Member	Term
Chair	Vacant	Expires June 2024
Co-Chair	Vacant	Expires June 2024
Co-Chair	Maedella Stiger	Expires June 2023
Treasurer	Nathan Beal	Expires June 2023
Board Member	Paul Books	Expires June 2024
Board Member	Haroun Cowans	Expires June 2024
Board Member	John Pirkopf	Expires June 2023
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Term 1 of 3 eligible terms

Term 2 of 3 eligible terms

Proposed New 2023 Officers

Position	Board Member
Chair	Haroun Cowans
Co-Chair	Paul Books





FIVE POINTS BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS REGULAR MEETING October 12, 2022 MINUTES

Meeting Held: Wednesday, October 12, 2022, at 10:00 AM,

Virtual meeting held on ZOOM.US.

Attendance: The meeting of the Board of Directors of the Five Points Business

Improvement District, City and County of Denver, Colorado was called and held as shown above in accordance with the applicable statutes of the

State of Colorado, with the following directors present and acting:

Ryan Cobbins LaSheita Sayer John Pirkopf Nathan Beal Maedella Stiger Paul Books Haroun Cowans

BID Staff: Beth Moyski, Downtown Denver Partnership

Vincent Martinez, Downtown Denver Partnership Kalisha Frazier, Five Points Marketing Group Chuck Jones, Five Points Marketing Group

The meeting was called to order by Board President Ryan Cobbins, at 10:02 AM.

Ms. Sayer disclosed she will not be voting on an agenda item later in the meeting regarding

Approval of Board Minutes – August 10, 2022 and September 14, 2022

Approval of the August Meeting Minutes had been tabled to today's meeting. No discussion of the August Meeting Minutes was requested Ms. Stiger moved to approve the August 10th minutes. Mr. Pirkopf seconded. Vote: unanimous in favor, motion passed.

No discussion of the September Meeting Minutes was requested. Ms. Stiger moved to approve the September 14th minutes. Mr. Pirkopf seconded. Vote: unanimous in favor, motion passed.

Treasurer's Report – August, 2022

Mr. Beal presented the August 2022 Financial Report to the Board. A total of \$18,612 in expenditures was made in the month of July, which were then listed individually. The final account cash balance at the end of the month of July totaled \$443762. Mr. Cobbins called for a motion to accept the August 2022 Treasurer's Report. Mr. Pirkopf moved to approve the treasurers report. Mr. Books seconded the motion. Vote: unanimous in favor, motion passed.

Ratification of Email Votes

- A. Resolution 2022-03 Rescheduling the 2022 FPBID Budget Amendment Public Hearing to October 12, 2022. Vote tallied by email, 5 0 in favor. Ms. Sayer moved to ratify the email vote. Mr. Beal seconded. Vote: unanimous in favor, motion passed.
- B. Resolution 2022-04 Rescheduling 2023 Budget Amendment Public Hearing Vote tallied by email, 5- 0 in favor. Ms. Sayer moved to ratify the email vote. Mr. Beal seconded. Vote: unanimous in favor, motion passed.
- C. Vote to Transfer Marketing and Execution of Wakanda on Welton Event from 5PMG to ZoZo Group.

Mr. Cobbins explained that funding for the Wakanda on Welton event is partially through a Neighborhood Action Grant that Melody Market received from the City of Denver. The FPBID is also contributing funding to cover additional maintenance needs, overnight security for the Wakandan Market and collateral print needs (banners, ads, etc...). The vision for the event and grant application was developed by Ms. Sayer and submitted by Melody Market.

As efforts began to execute the event, it became apparent that because Ms. Sayer created the vision for the event and is the recipient of the grant funding it made sense to transfer responsibility for marketing services from 5PMG over to ZoZo group. The Board was asked to approve this change to the event execution plan. The vote on the question was held by email; Ms. Sayer recused herself from the vote. Vote: 4 - 0 in favor of letting ZoZo Group lead marketing efforts for the Wakanda on Welton event.

Ms. Stiger then noted her concerns that this constituted a conflict of interest to allow a sitting Board Member to take on the marketing duties for the event when the BID already has a contractor for marketing services. Mr. Cobbins noted that because Ms. Sayer did not vote on the issue and will not be voting on the ratification of the vote, she is clear from a conflict. He also explained the role that ZoZo will play in the vision and execution of the event.

With no further discussion, Mr. Books moved to ratify the email vote transferring marketing responsibilities of the Wakanda on Welton event from 5PMG to ZoZo Group. Mr. Beal seconded the motion. Vote: 4-1 in favor, motion passed.

Mr. Martinez noted that in past board meetings the idea of rereleasing an RFP for Marcom services that better reflects the scope of work as it has evolved. He explained that before staff proceed, he would like to get formal direction from the Board and opened the opportunity for discussion. Mr. Books suggested delaying such a discussion until the budget is passed, and suggested it be tabled until next month. Ms. Sayer noted that there may not be enough time if that is put off until next month, as the new potential contract would go into effect January 1, 2023. There was then discussion about how the BID will be managed moving forward, i.e. Executive Director or another type of paid administrative position. Mr. Martinez explained the scope of work concerning a MarCom

position vs. a director position. Mr. Cobbins called for a motion to start the process to develop scopes of work for a new RFP process that considers the MarCom contractor and Administrator/Director roles. Mr. Books made the motion, Ms. Sayer seconded. Vote: Unanimous in favor, motion passed.

Planning Retreat Review

A. Organizational Values Discussion.

Ms. Cipollone presented the approved mission statement and explained that progress and improvements will be presented at the November board meeting. She went on to explain the core values of the BID, and there was discussion among the board about how the core values could be applied and made more actionable. Ms. Sayer accentuated the importance of cultural preservation. Ms. Cipollone discussed further the importance of allocating funds for a director and MarCom team, and how the mission should inform that decision. She then presented an exercise about how the board can claim success, and what moments of those successes stand out. Mr. Pirkopf lauded the success of the Holiday Stroll and the benefits it presented to the community. Ms. Sayer described an inspiring phone call she had with a member of another BID that requested advice on how they can emulate the success of the Five Points BID. Mr. Books explained success in the improvements on the maintenance side, citing new trees and pedestrian lights. Ms. Cipollone started a discussion about how to define values and which ones were the most important. There were some public comments about the perceived lack of security in the district.

B. Next steps

Ms. Cipollone explained the importance of choosing 3-5 core values that would benefit the BID and encouraged the board members to discuss them. The results will be discussed at the November board meeting.

2022-2023 Budget

A. Overview of the 2022-2023 Budget

Mr. Martinez presented the preliminary budget that has been presented to the city and explained some of the annual and ongoing line items versus the one-time line items. He then opened up to discussion by the board. Ms. Sayer explained some concerns she had with the 2022 budget and some questions about the 2023 budget. She also made some suggestions about activation budgetary items.

B. Public Hearing on Budget Amendments and 2023 Operating Budget Mr. Cobbins called for a motion to open for public comments. Mr. Books seconded. Motion passed. A Concerned Citizen asked about a cash balance disparity, and about a security line item. Mr. Cobbins addressed these issues, and Mr. Books provided additional information. There were no further public comments. Mr. Cobbins called for a motion to close public comments. Mr. Pirkopf made a motion. Mr. Beal seconded. Motion to close public comments passed.

C. Mr. Cobbins called for a motion to vote on the 2022 Budget Amendments and the proposed 2023 Budget with adjustments provided today. Mr. Books motioned; Mr. Pirkopf seconded. Vote: unanimous in favor, motion passed.

*A copy of the approved budget is attached to these minutes as an appendix.

Activation Updates

A. Wakanda on Welton

Ms. Sayer informed the public that there will be an informational meeting for businesses on the corridor regarding the Wakanda on Welton event on the following day at 3 PM at Melody Market discussing the activation deeper and ways for businesses to participate.

- B. Five Points Great Pumpkin
 Mrs. Frazier explained the Great Pumpkin activation with times and details, and
 requested volunteers
- C. Holiday Stroll

 There was no discussion at this time

Public Comments

There were no questions or comments.

With no further business, Mr. Cobbins called for a motion to adjourn. Mr. Books made a motion to adjourn. Mr. Pirkopf seconded the motion. Vote: Unanimous in favor. Motion passed.

The meeting adjourned at 11:30AM.

The forgoing minutes constitutes a true and correct copy of the Five Points Business Improvement District. Approved this 9th Day of November, 2022.

FPBID Board President	
Attest:	



FIVE POINTS BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS REGULAR MEETING November 9th, 2022 MINUTES

Meeting Held: Wednesday, November 9th, 2022, at 10:00 AM,

Virtual meeting held on ZOOM.US.

Attendance: The meeting of the Board of Directors of the Five Points Business

Improvement District, City and County of Denver, Colorado was called and held as shown above in accordance with the applicable statutes of the

State of Colorado, with the following directors present and acting:

Ryan Cobbins LaSheita Sayer John Pirkopf Nathan Beal Paul Books Haroun Cowans

Excused Absence: Maedella Stiger

BID Staff: Vincent Martinez, Downtown Denver Partnership

Kalisha Frazier, Five Points Marketing Group Chuck Jones, Five Points Marketing Group

The meeting was called to order by Board President Ryan Cobbins, at 10:08 AM.

There were no conflicts of interest disclosed

Approval of Board Minutes – October 12th, 2022

Vote to approve the October 12, 2022 minutes was tabled until the December Board Meeting.

Treasurer's Report – September, 2022

Mr. Beal presented the September 2022 Financial Report to the Board. A total of \$16,729 in expenditures was made in the month of September, which were then listed individually. The final account cash balance at the end of the month of August totaled \$418,668. Mr. Cobbins called for a motion to accept the August 2022 Treasurer's Report. Mr. Books moved to approve the Treasurers Report. Ms. Sayer seconded the motion. Vote: unanimous in favor, motion passed. Ms. Sayer inquired about an expenditure concerning Sinjac Electrical. Mr. Martinez explained that this was for repairs to lighting fixtures.

Planning Retreat Review

A. Organizational Values Discussion

Ms. Cipollone presented a slideshow concerning Core Values and explained what core values are, how they should guide the decision-making process, and how they impact the future and legacy of the Five Point community. She then brought up a poll for the board so they could have a chance to express which core values they aligned with the most. By the end of the discussion, the three values that received the most votes were:

- -Prosperity and Growth
- -Community and Inclusion
- -Future Generation, History and Legacy

Mr. Pirkopf expressed concern about practicality and a focus on economic interest in the work of the BID. Mrs. Cipollone agreed that there should be a balance between being inspiring and being practical.

A few members of the public expressed concerns about Five Points losing its cultural identity as a historically black neighborhood. There was discussion about the role of a Business Improvement District and if and how it relates to topics such as cultural identity and gentrification. Mr. Cobbins urged that this conversation should take place at a different time. Ms. Sayer expressed concern about the lack of historical preservation efforts, and that such things should be emphasized in the new mission statement. Mrs. Cipollone agreed and asked the board to help discern between historical and cultural preservation.

Mrs. Cipollone presented an overview of stakeholder interviews. She explained that she interviewed 6 stakeholders to discuss the new mission statement and proceeded to share feedback which included strengths and weaknesses of the BID and concerns areas for improvement. See Meeting Packet for copy of Ms. Cipollone's presentation.

Mr. Jones relayed additional comments he has received in outreach to businesses that many of them feel they are not being heard or included. Mr. Cobbins noted that the Board is working with a community volunteer to set a date for a community meeting to bring BID stakeholders together to discuss priorities.

New Business

A. Denver Ciclovia

This presentation will be postponed until the December 12th meeting.

Old Business

A. Wakanda on Welton Update

Ms. Sayer presented and update for the Wakanda on Welton activation. She began by giving a brief history of the conception of the event and made a point to mention thanks to several people who helped give this activation momentum. She then presented a list of participating Five Points businesses and the activations planned there as well as activations in the right of way. Ms. Sayer showed the calendar of events for the week.

Mr. Books praised the efforts of Ms. Sayer and several others agreed.

In response to a question regarding the overall budget Ms. Sayer explained that \$92,000 was awarded through a grant from the City's Department of Economic Development and Opportunity (DEDO). The BID committed \$10,000 in funding to support additional cleaning and maintenance, security and marketing support.

To close out, Ms. Sayer Presented a proposed 12-month activation calendar showing existing events with new events to provide activations once a month in the BID.

MarCom Updates

Ms. Frazier gave a recap of the Trick or Treat Street event and conveyed feedback she received from participants and businesses who took part in the event as well. Ms. Frazier then discussed planning progress for the upcoming Holiday Stroll. Shoe noted the needs for volunteers and discussed how businesses can participate.

Ms. Frazier then reported that her team is working on an area map similar to the website's self-guided tour listing area businesses and points of interest that businesses can place in windows and billboards.

She also reported that work on the restoration of the historical markers has been delayed as the original files have not been located but the elements of the files were recovered and will be rebuilt to match the original files.

Admin and Maintenance Update

Mr. Martinez explained that the admin update is primarily the discussion of the scope of work of the Admin and MarCom agreements and how they relate to bringing on new contractors or one contractor to oversee subcontractors to manage MarCom services and event planning services. He then presented an updated version of each of the scopes and suggested a third scope which concentrates on events.

Mr. Cobbins explained his position that the Five Points BID board needs a director to help with expansion, accountability, and fund-raising, and that it is the responsibility of the board to help guide those decisions. Mr. Cowans agreed but expressed concern about how that would fit into the current budget. Mr. Books agreed, saying that it's important to find an individual who would fit all the criteria presented by Mr. Martinez. He added that the MarCom duties should play a smaller role than the Administrative and budgetary roles. Mr. Pirkopf agreed and stressed the importance of the director position being a lynchpin for the entirety of the BID boards efforts, and that it needs to be a full-time position. He expressed concern as well regarding the budget.

Mr. Books expressed the possibility of instead hiring a firm instead of a singular individual. Mr. Pirkopf did not agree, saying that a firm would lack the personal connection required for a cohesive business community. Mr. Beal inquired about the role of DDP following the hiring of a director or firm. Mr. Martinez explained that the DDP can continue to offer accounting services and is able to assist with quality control of the cleaning contractor as well as contractor oversight on one-off projects as necessary.

Mr. Cobbins requested a volunteer or two to review the materials presented by Mr. Martinez to begin to put together a job description for the director position, and Mr. Cowans accepted. Ms. Sayer expressed concern of putting too much expectation on a single person to take on all roles. Mr. Cobbins and Mr. Books talked of the director having a skill set that makes them the face of the organization and ability to be an organizer and bring volunteers to the table and seek out additional funding sources for funding projects and programs.

At this point, Mr. Cobbins asked Norman Harris to discuss an effort he is leading to bring a variety of Five Points community groups and businesses together to form the Five Points Alliance. The group would be a partner advocate for the neighborhood to help push forward a vision for the neighborhood that drives development with a cultural and historic focus. There will be a meeting later today to start the effort to formalize. He noted that this is the first in a series of meetings and the BID's participation is appreciated. Mr. Books expressed support for such an entity. Mr. Harris noted that there are still a few more weeks of work before a Memorandum of Understanding (MOU) is finalized and a draft is circulating now for comments. He also said that it is his goal to have something available publicly for groups to sign on to before the end of the year.

Ms. Sayer noted that the MOU seems to support more of the idea of the formation of such a group and does not commit the BID to anything financial at this point. She asked if it is okay to vote to sign on now as Mr. Harris is asking.

Mr. Harris noted that he is not expecting to form any sort of governance for the group at this time but is trying to determine who all the player at the table are going to be and with that in mind, he would like to get the BID's commitment in the next week. Mr. Cobbins asked Mr. Harris to let him know if there are any changes expected to the MOU after the meeting this evening and from there, he would then reach out to the Board for any comments to share. Once any concerns are addressed the Board can then vote to sign on or not.

Public Comments

There were no questions or comments.

With no further business, Mr. Cobbins called for a motion to adjourn. Mr. Books made a motion to adjourn. Mr. Cowans seconded the motion. Vote: Unanimous in favor. Motion passed.

The meeting adjourned at 11:37AM.

The forgoing minutes constitutes a true and correct copy of the Five Points Business Improvement District. Approved this 9th Day of November, 2022.

FPBID Board President	
Attest:	

Management Report

Five Points Business Improvement District For the period ended September 30, 2022

Prepared by Ryan Brown - 11.08.22

For management use only

Five Points Business Improvement District Balance Sheet

September 2022

	 ning Balance ary 1, 2022	Ending Balance September 30, 2022			
ASSETS		TD Changes		·	
Current Assets					
Bank Accounts					
USbank Checking	\$ 243,119	\$ 173,609	\$	416,728	
Total Bank Accounts	243,119	173,609		416,728	
Other Current Assets					
Accounts Receivable	947	-		947	
Prepaid /Deposits	-	-		-	
Total Other Current Assets	 947	-		947	
Total Current Assets	 244,066	173,609		417,675	
TOTAL ASSETS	\$ 244,066	\$ 173,609	\$	417,675	
LIABILITIES AND EQUITY					
Total Liabilities	\$ 7,971	\$ 8	\$	7,979	
Equity / Fund Balance					
Beginning Fund Balance	236,095	-		236,095	
Net Operating Income (Loss)	-	173,601		173,601	
Total Equity / Fund Balance	236,095	173,601		409,696	
TOTAL LIABILITIES AND EQUITY	\$ 244,066	\$ 173,609	\$	417,675	

Five Points Business Improvement District Budget vs Actual - By Program/Activity

September 2022

	Actual YTD	Original Budget YTD	F	Variance avorable nfavorable)	Original Budget Annual	F	/ariance avorable ifavorable)
Beginning Fund Balance	\$ 236,095	\$ 164,470	\$	71,625	\$ 164,470	\$	71,625
Income and Other Sources							
Mill Levy Income-FPBID	328,470	175,000		153,470	245,842		82,628
Donations	-	-		-	18,000		(18,000)
Other	9,999			9,999	-		9,999
Total Income and Other Sources of Funds	338,469	175,000		163,469	263,842		74,627
Total Available Resources	\$ 574,564	\$ 339,470	\$	235,094	\$ 428,312	\$	146,252
Expenditures							
Maintenance	89,347	100,542		11,195	119,056		29,709
Marketing/Branding	48,186	76,773		28,587	102,364		54,178
Administrative	23,695	22,448		(1,248)	28,730		5,035
Contingency Funds	-	5,625		5,625	7,500		7,500
Total Ongoing Expenditures	161,228	205,388		44,159	257,650		96,422
Capital Purchases	3,639	75,000		71,361	100,000		96,361
Small Business Relief Grants	-	-		-	-		-
Total Expenditures	\$ 164,868	\$ 280,388	\$	115,520	\$ 357,650	\$	192,782
Ending Fund Balance	\$ 409,696	\$ 59,083	\$	350,614	\$ 70,662	\$	339,034

Five Points Business Improvement District Budget vs Actual - By Account September 2022

Income and Other Sources of Funds Mill Levy Income-FPBID Donations Other Revenue Total Income and Sources of Funds Total Available Resources Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll ASG Activations		328,470 - 9,999	\$	164,470	\$ avorable) 71,625	\$	444 := 6	_	Variance Favorable (Unfavorable)	
Mill Levy Income-FPBID Donations Other Revenue Total Income and Sources of Funds Total Available Resources Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll	· !	-				•	164,470	\$	71,625	
Donations Other Revenue Total Income and Sources of Funds Total Available Resources Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		-								
Donations Other Revenue Total Income and Sources of Funds Total Available Resources Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll	; !	- 9,999		175,000	153,470		245,842		82,628	
Total Income and Sources of Funds Total Available Resources Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll	; ;	9,999		-	-		18,000		(18,000)	
Total Available Resources Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll	; !			-	9,999				9,999	
Expenditures Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll	; !	338,469		175,000	163,469		263,842		64,628	
Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		574,564	\$	339,470	\$ 235,094	\$	428,312	\$	136,253	
Maintenance General Maintenance Contract Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll										
Other Maintenance Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll										
Plaza Maintenance Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		47,856		47,050	(806)		62,733		14,877	
Snow Removal Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		10,562		7,125	(3,437)		9,500		(1,062)	
Utilities & Water Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		5,554		9,992	4,439		13,323		7,769	
Irrigation Repairs Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		15,896		22,500	6,604		15,000		(896)	
Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		2,201		3,000	800		4,000		1,800	
Tree & Landscape Maintenance Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		1,084		1,125	41		1,500		416	
Total Maintenance Marketing/Branding Banners Events/Activation Grants FP History Stroll		6,195		9,750	3,555		13,000		6,805	
Banners Events/Activation Grants FP History Stroll		89,347		100,542	11,195		119,056		29,709	
Banners Events/Activation Grants FP History Stroll		·			•		·		-	
Grants FP History Stroll		_		2,625	2,625		3,500		3,500	
Grants FP History Stroll				·	•		·		_	
•		_		12,648	12,648		16,864		16,864	
•		_		750	750		1,000		1,000	
		_		_	_		, -		-	
Trick or Treat		_		750	750		1,000		1,000	
Holiday Stroll 2022		_		7,500	7,500		10,000		10,000	
Summer Activation		_		, -	-		, -		· -	
Holiday Lighting		_		11,250	11,250		15,000		15,000	
Marketing Administration		38,178		37,500	(678)		50,000		11,822	
Marketing Programs		10,008		3,750	(6,258)		5,000		(5,008)	
Total Marketing/Branding		48,186		76,773	28,587		102,364		54,178	
Administrative		,		-, -	-,		, , , , ,		,	
General Administration		20,125		16,500	(3,625)		22,000		1,875	
Bank Charges & Fees		96		98	2		130		34	
Dues & Memberships		673		600	(73)		600		(73)	
Insurance		2,802		3,000	198		3,000		198	
Legal Fees		-		2,250	2,250		3,000		3,000	
Total Administrative		23,695		22,448	(1,248)		28,730		5,035	
Contingency Funds		-,		5,625	5,625		7,500		7,500	
Total Ongoing Expenditures		161,228		205,388	44,159		257,650		96,422	
Capital Expenditures and Reserve Spending		- ,		1	.,		- 1		,	
Capital Purchases		3,639		75,000	71,361		100,000		96,361	
Total Capital Expenditures and Reserve		3,639		75,000	71,361		100,000		96,361	
Total Expenditures 4		164,868	\$	280,388	\$ 115,520	\$	357,650	\$	192,782	
Net Income		173,601	÷		278,989	\$	(93,808)		267,409	
Ending Fund Balance			\$	(105,388)						

Five Points Business Improvement District Expenditures by Vendor Summary September 2022

	I	<i>l</i> lay	June	July	Septembe		
	2	022	2022	2022	August 2022	2022	YTD 2022
Big Onion Partnerships, LLC		-	-	-	3,625	-	3,625
Colorado Barricade		-	-	-	-	-	2,610
Colorado Lighting Inc		-	4,257	-	-	534	7,755
Colorado Special Districts Property and Liability**		-	-	-	-	-	2,802
Consolidated Services Group 2, LLC		1,247	5,767	15,609	6,065	8,845	69,959
Constant Contact		90	45	-	90	45	405
Denver Permits Online		-	50	-	_	-	100
Denver Water		23	-	113	101	131	809
Diversified Underground Inc		-	-	-	-	-	340
Downtown Denver Partnership Inc		6,000	6,000	6,000	6,000	6,000	54,000
Five Points Atlas		-	-	-	-	1,668	1,668
Mile High Festivals		-	8,000	-	_	-	8,000
My City Bikes		273	-	-	_	-	273
Savatree		-	120	-	2,610	-	4,935
Sin Jac Electrict		_	1,350	-	-	1,350	5,427
Special District Association		-	-	-	_	-	673
US Bank		24	24	24	24	-	96
XCEL ENERGY		57	134	88	97	96	1,391
Total Expenditures by Vendor	\$	7,713	\$ 25,747	\$ 21,834	\$ 18,612	\$ 18,669	\$ 164,868

Five Points Business Improvement District Statement of Cash Flows

September 2022

	9	September 2022
OPERATING ACTIVITIES		
Net Income	\$	173,601
Adjustments to reconcile Net Income to Net Cash provided by operations		
Accounts Receivable		-
Prepaid / Deposits		-
Accounts Payable		8
Total Adjustments to reconcile Net Income to Net Cash provided by operations:		8
Net cash provided by operating activities	\$	173,609
NET CASH INCREASE (DECREASE) FOR PERIOD	\$	173,609
Cash at beginning of period		243,119
CASH AT END OF PERIOD	\$	416,728

Management Report

Five Points Business Improvement District For the period ended October 31, 2022

Prepared by Ryan Brown - 12.09.22

For management use only

Five Points Business Improvement District Balance Sheet

October 2022

	_	ning Balance ary 1, 2022	Y	TD Changes	Ending Balance October 31, 2022		
ASSETS							
Current Assets							
Bank Accounts							
USbank Checking	\$	243,119	\$	156,090	\$	399,209	
Total Bank Accounts		243,119		156,090		399,209	
Other Current Assets							
Accounts Receivable		947		-		947	
Prepaid /Deposits		-		-		-	
Total Other Current Assets	-	947		-		947	
Total Current Assets		244,066		156,090		400,156	
TOTAL ASSETS	\$	244,066	\$	156,090	\$	400,156	
LIABILITIES AND EQUITY							
Total Liabilities	\$	7,971	\$	3,517	\$	11,488	
Equity / Fund Balance							
Beginning Fund Balance		236,095		-		236,095	
Net Operating Income (Loss)		-		152,573		152,573	
Total Equity / Fund Balance		236,095		152,573		388,668	
TOTAL LIABILITIES AND EQUITY	\$	244,066	\$	156,090	\$	400,156	

Five Points Business Improvement District Budget vs Actual - By Program/Activity

October 2022

	Actual YTD				Variance Favorable (Unfavorable)		Amended Budget Annual		Variance Favorable (Unfavorable)	
Beginning Fund Balance	\$	236,095	\$	236,095	\$	-	\$	236,095	\$	-
Income and Other Sources										
Mill Levy Income-FPBID		329,879		294,000		35,879		294,000		35,879
DURA Payments		-		30,138		(30,138)		30,138		(30,138)
Donations		-		10,000		(10,000)		10,000		(10,000)
Other Revenue		9,999		9,999		-		9,999		-
Jazz Activation Grant		-		24,000		(24,000)		24,000		(24,000)
Transfer of funds from 14th Street LMD		-		30,654		(30,654)		30,654		(30,654)
Total Income and Other Sources of Funds		339,878		398,791		(58,913)		398,791		(58,913)
Total Available Resources	\$	575,973	\$	634,886	\$	(58,913)	\$	634,886	\$	(58,913)
Expenditures										
Maintenance		95,646		121,472		25,826		127,766		32,120
Marketing/Branding		62,407		95,853		33,445		125,091		62,684
Administrative		25,612		24,615		(997)		36,053		3,191
Contingency Funds		-		12,500		12,500		15,000		15,000
Total Ongoing Expenditures		183,665		254,439		70,774		303,910		112,995
Capital Purchases		3,639		101,132		97,492		121,358		117,719
Small Business Relief Grants		-		-		-		-		-
Total Expenditures	\$	187,305	\$	355,571	\$	168,266	\$	425,268	\$	230,713
Ending Fund Balance	\$	388,668	\$	279,316	\$	109,352	\$	209,618	\$	179,050

Five Points Business Improvement District Budget vs Actual - By Account October 2022

	Actual YTD	mended Budget YTD	Variance Favorable (Unfavorable)	Amended Budget Annual		Variance Favorable (Unfavorable)	
Beginning Fund Balance	\$ 236,095	\$ 236,095	\$ -	\$	236,095	\$ -	
Income and Other Sources of Funds							
Mill Levy Income-FPBID	329,879	294,000	35,879		294,000	35,87	
DURA Payments	-	30,138	(30,138)		30,138	(30,138	
Donations	-	10,000	(10,000)		10,000	(10,000	
Other Revenue	9,999	9,999	-		9,999	-	
Jazz Activation Grant	-	24,000	(24,000)		24,000	(24,000	
Transfer of funds from 14th Street LMD	-	30,654	(30,654)		30,654	(30,654	
Total Income and Sources of Funds	 339,878	398,791	(58,913)		398,791	(58,913	
Total Available Resources	\$ 575,973	\$ 634,886	\$ (58,913)	\$	634,886	\$ (58,913	
Expenditures							
Maintenance							
General Maintenance Contract	53,071	56,472	3,401		67,766	14,69	
Other Maintenance	11,180	10,833	(347)		13,000	1,82	
Plaza Maintenance	5,554	8,333	2,780		10,000	4,44	
Snow Removal	15,896	30,000	14,104		18,000	2,10	
Utilities & Water	2,477	3,333	856		4,000	1,52	
Irrigation Repairs	1,274	1,667	393		2,000	726	
Tree & Landscape Maintenance	6,195	10,833	4,638		13,000	6,80	
Total Maintenance	95,646	121,472	25,826		127,766	32,12	
Marketing/Branding							
Banners	-	2,917	2,917		3,500	3,50	
Events/Activation							
Grants	_	15,337	15,337		18,404	18,40	
First Friday Jazz Hop	-		, -		400	400	
FP History Stroll	_	833	833		1,000	1,00	
FP Jazz Festival Sponsorship	8,000	-	-		8,000	-	
FP Atlas Advertising	-	_	_		1,668	1,66	
Juneteenth	_	3,917	3,917		4,700	4,70	
Trick or Treat		833	833		1,000	1,00	
Holiday Stroll 2022		8,333	8,333		10,000	10,00	
Holiday Sound System		3,333	3,333		4,000	4,00	
Other	790	3,333	3,333		4,000	4,00	
Holiday Lighting	190	12,500	12,500		15 000	15.00	
Constant Contact - Email Service	-		12,500		15,000	15,00	
	-	450	-		540	540	
Website Map & Listings (My City Bikes)	-	455	-		546	546	
Marketing Administration	42,390	42,778	388		51,333	8,94	
Marketing Programs	 11,228	4,167	(7,061)		5,000	(6,228	
Total Marketing/Branding	62,407	95,853	41,330		125,091	62,68	
Administrative			(2 = 2 2)				
General Administration	22,041	18,333	(3,708)		22,000	(4)	
Bank Charges & Fees	96	108	12		130	34	
Dues & Memberships	673	673	1		673	1	
Insurance	2,802	3,000	198		3,000	198	
Legal Fees	-	2,500	2,500		3,000	3,00	
Board Planning Retreat	-	-	-		7,250	7,25	
Total Administrative	25,612	24,615	(997)		36,053	3,19	
Contingency Funds	-	12,500	12,500		15,000	15,00	
Total Ongoing Expenditures	183,665	254,439	78,659		303,910	112,99	
Capital Expenditures and Reserve Spending							
Capital Purchases	3,639	101,132	97,492		121,358	117,71	
Total Capital Expenditures and Reserve	3,639	101,132	97,492		121,358	117,719	
Total Expenditures	\$ 187,305	\$ 355,571	\$ 176,151	\$	425,268	\$ 230,713	
Net Income	\$ 152,573	\$ 43,221	\$ 109,352	\$	(26,477)		

Five Points Business Improvement District Expenditures by Vendor Summary October 2022

	May	June	July	August	September	October	
	2022	2022	2022	2022	2022	2022	YTD 2022
BackFlow Tech	-	-	-	-	-	190	190
Big Onion Partnerships, LLC	-	-	-	3,625	-	-	3,625
Colorado Barricade	-	-	-	-	-	-	2,610
Colorado Lighting Inc	-	4,257	-	-	534	-	7,755
Colorado Special Districts Property and Liability**	-	-	-	-	-	-	2,802
Consolidated Services Group 2, LLC	1,247	5,767	15,609	6,065	8,845	5,252	75,210
Constant Contact	90	45	-	90	45	45	450
Denver Permits Online	-	50	-	-	-	-	100
Denver Water	23	-	113	101	131	146	956
Denver Weekly News	-	-	-	-	-	83	83
Diversified Underground Inc	-	-	-	-	-	-	340
Downtown Denver Partnership Inc	6,000	6,000	6,000	6,000	6,000	6,000	60,000
Five Points Marketing Group	-	-	-	-	-	450	450
Five Points Atlas	-	-	-	-	1,668	-	1,668
Mile High Festivals	-	8,000	-	-	-	-	8,000
My City Bikes	273	-	-	-	-	-	273
Outfront Media	-	-	-	-	-	9,523	9,523
Savatree	-	120	-	2,610	-	-	4,935
Sin Jac Electrict	-	1,350	-	-	1,350	618	6,045
Special District Association	-	-	-	-	-	-	673
US Bank	24	24	24	24	-	-	96
XCEL ENERGY	57	134	88	97	96	131	1,522
Total Expenditures by Vendor	\$ 7,713	\$ 25,747	\$ 21,834	\$ 18,612	\$ 18,669	\$ 22,437	187,305

Five Points Business Improvement District Statement of Cash Flows October 2022

	Oct	tober 2022
OPERATING ACTIVITIES		
Net Income	\$	152,573
Adjustments to reconcile Net Income to Net Cash provided by operations		
Accounts Receivable		-
Prepaid / Deposits		-
Accounts Payable		3,517
Total Adjustments to reconcile Net Income to Net Cash provided by operations:		3,517
Net cash provided by operating activities	\$	156,090
NET CASH INCREASE (DECREASE) FOR PERIOD	\$	156,090
Cash at beginning of period		243,119
CASH AT END OF PERIOD	\$	399,209

Management Report

Five Points Business Improvement District For the period ended November 30, 2022

Prepared by Ryan Brown - 01.06.23

For management use only

Five Points Business Improvement District Balance Sheet

November 2022

		ning Balance ary 1, 2022	V	TD Changes		ing Balance nber 30, 2022
ASSETS		ily 1, 2022		TD Changes	Novel	11ber 30, 2022
Current Assets						
Bank Accounts						
USbank Checking	\$	243,119	\$	111,949	\$	355,068
Total Bank Accounts	1	243,119		111,949		355,068
Other Current Assets						
Accounts Receivable		947		-		947
Prepaid /Deposits		-		2,993		2,993
Total Other Current Assets		947		2,993		3,940
Total Current Assets		244,066		114,942		359,008
TOTAL ASSETS	\$	244,066	\$	114,942	\$	359,008
LIABILITIES AND EQUITY						
Total Liabilities	\$	7,971	\$	(4,617)	\$	3,354
Equity / Fund Balance						
Beginning Fund Balance		236,095		-		236,095
Net Operating Income (Loss)		-		119,559		119,559
Total Equity / Fund Balance		236,095		119,559	_	355,654
TOTAL LIABILITIES AND EQUITY	\$	244,066	\$	114,942	\$	359,008

Five Points Business Improvement District Budget vs Actual - By Program/Activity

November 2022

	Actual YTD	mended Budget YTD	Fa	ariance avorable favorable)	Å	Amended Budget Annual	Fa	/ariance avorable favorable)
Beginning Fund Balance	\$ 236,095	\$ 236,095	\$	-	\$	236,095	\$	-
Income and Other Sources								
Mill Levy Income-FPBID	331,379	294,000		37,379		294,000		37,379
DURA Payments	-	30,138		(30,138)		30,138		(30,138)
Donations	-	10,000		(10,000)		10,000		(10,000)
Other Revenue	-	9,999		-		9,999		-
Jazz Activation Grant	-	24,000		(24,000)		24,000		(24,000)
Transfer of funds from 14th Street LMD	9,999	30,654		(30,654)		30,654		(30,654)
Total Income and Other Sources of Funds	341,378	398,791		(57,413)		398,791		(57,413)
Total Available Resources	\$ 577,473	\$ 634,886	\$	(57,413)	\$	634,886	\$	(57,413)
Expenditures								
Maintenance	110,108	121,472		11,363		127,766		17,658
Marketing/Branding	73,648	95,853		22,205		125,091		51,443
Administrative	31,070	24,615		(6,456)		36,053		4,983
Contingency Funds	-	12,500		12,500		15,000		15,000
Total Ongoing Expenditures	214,826	254,439		39,612		303,910		89,084
Capital Purchases	6,993	101,132		94,138		121,358		114,365
Small Business Relief Grants	-	-		-		-		-
Total Expenditures	\$ 221,820	\$ 355,571	\$	133,751	\$	425,268	\$	203,448
Ending Fund Balance	\$ 355,654	\$ 279,316	\$	76,338	\$	209,618	\$	146,036

Five Points Business Improvement District Budget vs Actual - By Account November 2022

		Actual YTD		mended Budget YTD	Variance Favorable (Unfavorable)	Amended Budget Annual		Fa	Variance Favorable (Unfavorable)	
Beginning Fund Balance	\$	236,095	\$	236,095	\$ -	\$	236,095	\$	-	
Income and Other Sources of Funds		224 272		20122	27.270		204000		27.270	
Mill Levy Income-FPBID		331,379		294,000	37,379		294,000		37,379	
DURA Payments		-		30,138	(30,138)		30,138		(30,138)	
Donations		-		10,000	(10,000)		10,000		(10,000)	
Other Revenue		9,999		9,999	-		9,999		-	
Jazz Activation Grant		-		24,000	(24,000)		24,000		(24,000)	
Transfer of funds from 14th Street LMD		-		30,654	(30,654)		30,654		(30,654)	
Total Income and Sources of Funds		341,378		398,791	(57,413)		398,791		(57,413)	
Total Available Resources	\$	577,473	\$	634,886	\$ (57,413)	\$	634,886	\$	(57,413)	
Expenditures										
Maintenance										
General Maintenance Contract		58,305		56,472	(1,833)		67,766		9,461	
Other Maintenance		11,909		10,833	(1,076)		13,000		1,091	
Plaza Maintenance		5,554		8,333	2,780		10,000		4,446	
Snow Removal		15,896		30,000	14,104		18,000		2,104	
Utilities & Water		2,734		3,333	599		4,000		1,266	
Irrigation Repairs		1,274		1,667	393		2,000		726	
Tree & Landscape Maintenance		14,437		10,833	(3,604)		13,000		(1,437)	
Total Maintenance		110,108		121,472	11,363		127,766		17,658	
Marketing/Branding										
Banners		1,029		2,917	1,888		3,500		2,471	
Events/Activation		.,		_,-,	.,		-,		_,	
Grants		_		15,337	15,337		18,404		18,404	
First Friday Jazz Hop		_		-	15,551		400		400	
FP History Stroll		_		833	833		1,000		1,000	
FP Jazz Festival Sponsorship		8,000		-	033		8,000		1,000	
FP Atlas Advertising		0,000		_	_		1,668		1,668	
Juneteenth		-		3,917	- 3,917		4,700		4,700	
		-								
Trick or Treat		-		833	833		1,000		1,000	
Holiday Stroll 2022		-		8,333	8,333		10,000		10,000	
Holiday Sound System		-		3,333	3,333		4,000		4,000	
Other		790		-	-				(790)	
Holiday Lighting		6,000		12,500	6,500		15,000		9,000	
Constant Contact - Email Service		495		450	(45)		540		45	
Website Map & Listings (My City Bikes)		-		455	455		546		546	
Marketing Administration		46,106		42,778	(3,329)		51,333		5,227	
Marketing Programs		11,228		4,167	(7,061)		5,000		(6,228)	
Total Marketing/Branding		73,648		95,853	30,995		125,091		51,443	
Administrative										
General Administration		20,250		18,333	(1,916)		22,000		1,750	
Bank Charges & Fees		96		108	12		130		34	
Dues & Memberships		673		673	1		673		1	
Insurance		2,802		3,000	198		3,000		198	
Legal Fees		-		2,500	2,500		3,000		3,000	
Board Planning Retreat		7,250		-	-		7,250		-	
Total Administrative		31,070		24,615	794		36,053		4,983	
Contingency Funds		-		12,500	12,500		15,000		15,000	
Total Ongoing Expenditures		214,826		254,439	55,652		303,910		89,084	
Capital Expenditures and Reserve Spending		,		,	,		.,-		,	
Capital Purchases		6,993		101,132	94,138		121,358		114,365	
Total Capital Expenditures and Reserve		6,993		101,132	94,138		121,358		114,365	
Total Expenditures	\$	221,820	\$	355,571	\$ 149,791	\$	425,268	\$	203,448	
Net Income	<u> </u>	119,559	\$	43,221	\$ 76,338	\$		\$	146,036	
-			<u> </u>			-	(26,477)			
Ending Fund Balance	\$	355,654	\$	279,316	\$ 76,338	\$	209,618	\$	146,036	

Five Points Business Improvement District Expenditures by Vendor Summary

November 2022

	January	February		April	May	June	July	August	September	October	November	
	2022	2022	March 2022	2022	2022	2022	2022	2022	2022	2022	2022	YTD 2022
2 Keys Asset Management Corp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000
BackFlow Tech	-	-	-	-	-	-	-	-	-	190	-	190
Big Onion Partnerships, LLC	-	-	-	-	-	-	-	3,625	-	-	3,625	7,250
Colorado Barricade	-	2,610	-	-	-	-	-	-	-	-	-	2,610
Colorado Lighting Inc	-	-	-	2,964	-	4,257	-	-	534	-	409	8,164
Colorado Special Districts Property and Liability**	-	2,802	-	-	-	-	-	-	-	-	-	2,802
Consolidated Services Group 2, LLC	9,688	14,646	7,171	922	1,247	5,767	15,609	6,065	8,845	5,252	10,154	85,364
Constant Contact	45	-	90	-	90	45	-	90	45	45	45	495
Denver Permits Online	-	-	50	-	-	50	-	-	-	-	-	100
Denver Water	121	98	74	148	23	-	113	101	131	146	122	1,077
Denver Weekly News	-	-	-	-	-	-	-	-	-	83	-	83
Diversified Underground Inc	-	340	-	-	-	-	-	-	-	-	-	340
Downtown Denver Partnership Inc	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	66,000
Five Points Marketing Group	-	-	-	-	-	-	-	-	-	450	-	450
Five Points Atlas	-	-	-	-	-	-	-	-	1,668	-	-	1,668
Mile High Festivals	-	-		-	-	8,000	-	-	-	-	-	8,000
Maxwell Printing	-	-	-	-	-	-	-	-	-	-	804	804
My City Bikes	-	-	-	-	273	-	-	-	-	-	-	273
Outfront Media	-	-	-	-	-	-	-	-	-	9,523	-	9,523
Savatree	-	-	2,205	-	-	120	-	2,610	-	-	7,222	12,157
Sin Jac Electrict	-	878	972	878	-	1,350	-	-	1,350	618	-	6,045
Special District Association	-	-	-	673	-	-	-	-	-	-	-	673
US Bank	-	-	-	-	24	24	24	24	-	-	-	96
XCEL ENERGY	248	219	229	223	57	134	88	97	96	131	135	1,657
Total Expenditures by Vendor	\$ 16,102	\$ 27,593	\$ 16,791	\$ 11,807	\$ 7,713	\$ 25,747	\$ 21,834	\$ 18,612	\$ 18,669	\$ 22,437	\$ 34,515	\$ 221,820

Five Points Business Improvement District Statement of Cash Flows

November 2022

	November
	2022
OPERATING ACTIVITIES	
Net Income	\$ 119,559
Adjustments to reconcile Net Income to Net Cash provided by operations	
Accounts Receivable	-
Prepaid / Deposits	(2,993)
Accounts Payable	(4,617)
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(7,610)
Net cash provided by operating activities	\$ 111,949
NET CASH INCREASE (DECREASE) FOR PERIOD	\$ 111,949
Cash at beginning of period	243,119
CASH AT END OF PERIOD	\$ 355,068

Certification of Mill Levy

- Officially sets Mill Levy at 10 Mills (\$264,943)
- Presented at Sept Board Meeting & October Budget Public Hearing
- Vote 4 0 in Favor

Name January Meeting Date

- Hold on January 11, 2023 by Zoom
- Vote 4 0 in Favor



Renewal of Admin & MarCom Agreements with DDP

- Renews contracts through the end of 2023
- Includes 30-day notice for close out of contract
- Vote 3 0 in Favor

Accept DDP Recommendation to Subcontract ZoZo Group

- Temporary contractor through RFP process and February activation
- ZoZo Group still eligible to respond to RFP
- Vote 3 0 in Favor



AGREEMENT FOR SERVICES BETWEEN THE FIVE POINTS BUSINESS IMPROVEMENT DISTRICT

AND

Consolidated Services Group 2, LLC, Contractor

THIS AGREEMENT is made this first day of January 2023, between the Five Points Business Improvement District (FPBID), a quasi-municipal corporation and political subdivision of the state of Colorado and, the Consolidated Services Group 2, LLC (Contractor).

WHEREAS, the FPBID desires to provide certain care, operation, maintenance, repair, storage, and replacement services within the boundaries of the FPBID; and

WHEREAS, the Contractor is capable of performing such services for the compensation provided in this Agreement; now, therefore,

The parties agree as follows:

ARTICLE I RETENTION OF CONTRACTOR

- 1.1 The FPBID hereby retains Contractor as an independent Contractor to perform the services set forth in this Agreement, and Contractor hereby accepts such retention.
- 1.2 The Contractor and any of its personnel utilized under the terms of this Agreement shall remain the employees of the Contractor for all purposes and are not, and shall not be construed to be, agents or employees of the FPBID.

ARTICLE II CONTRACTOR RESPONSIBILITIES

2.1 The services to be performed by the Contractor shall include, but not be limited to, those services outlined in Exhibit A, Scope of Services; Exhibit B, Other areas of the FPBID;; Exhibit H, Billable Work Order Requests; Exhibit I, Equipment Requests; and Exhibit J, map of the FPBID area of service. All exhibits are attached hereto and made a part hereof. Contractor is to maintain a record of daily activities using field services software to report on activities. The records will include, at a minimum: areas pressure washed, number of trash bags collected, recycle refuse bags collected, number and location of graffiti tags removed, and extra services performed. Additionally, a Daily Activity Report will be submitted by email by 10 AM for weekdays and by 4 PM Fridays for Saturday and Sunday which details the duty schedule for the day, assigned zone or designated duty for each tech, equipment in use for the day and Work Order requests that are being

- addressed. A monthly report is to be submitted to the FPBID Designee two (2) days prior to the FPBID Board monthly meetings held the second Wednesday of every month.
- 2.2 Contractor shall not perform and shall not be compensated for services not set forth in Exhibits A and B unless such services have been approved in writing or in the regular weekly meeting with Contractor Management team and FPBID Operations team and in advance, by the FPBID. Contractor is not to use BID contracted employees for Enterprise or other separate accounts. In the event employees perform work on any Enterprise or separate account, Contractor is obligated to credit the BID for lost services.
- 2.3 Contractor shall be responsible for hiring and payment of employees required by Contractor to perform the services under this Agreement, including but not limited to being responsible for complying with the City and County of Denver's minimum wage ordinance with respect to any and all employees who perform work under this Agreement; shall maintain a current policy of workers' compensation insurance or such other workers' compensation coverage as required by law; and shall provide the FPBID with evidence of such coverage. Contractor shall maintain such other employee benefits as required by law for Contractor's employees and, upon request of the FPBID, shall provide evidence of such benefits.
 - 2.3(a): In fulfilling its responsibility for hiring of its employees to perform work under the Agreement, Contractor shall perform standard background checks on each such employee, including but not limited to criminal background checks in accordance with applicable federal and state law. Contractor will exercise reasonable care and diligence in its hiring and placement decisions following the background checks. Such reasonable care and diligence should include but not be limited to consideration of refraining from hiring or assigning employees with convictions for violent and/or sexual criminal offenses in their record to perform work under the Agreement that will involve such employee working within the public realm (comprising the streets, sidewalks, alleys, squares, parks and other outdoor places within the FPBID boundaries that are available for public use).
 - 2.3(b): NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability.

- 2.4 Contractor shall designate a representative or representatives acceptable to the FPBID who shall act in a daily supervisory capacity for Contractor's employees. In addition, Contractor and its employees will conduct their work with particular attention to the well-being and safety of the public as well as themselves in the service area. Contractor will comply with all O.S.H.A. safety standards, Colorado Department of Labor Standards, and agrees to create and enforce a "Safety Policy" as well as conduct "safety training" for its employees.
- 2.5 Contractor acknowledges that its employees will be highly visible in performing their duties and will therefore be important to the public image of the FPBID. Contractor shall maintain all uniforms and shall replace and provide additional uniforms as necessary at its own expense. Contractor agrees to supervise and train its employees in order that employees perform their services in a competent, courteous, and helpful manner.
- 2.6 Contractor acknowledges its intent and willingness to hire, manage, train and promote disadvantaged and/or handicapped persons as referred to Contractor by the Denver Employment and Training Agency (DETA) or other city, state or charitable placement agencies.
- 2.7 Contractor, as part of this Agreement, reaffirms its policy of having zero tolerance for any of its employees using, being under the influence of and/or testing positive for any drug that is illegal pursuant to any federal and/or state law. Contractor reaffirms that employees using, being under the influence of and/or testing positive for any such illegal drug will be terminated without exception.
 - Using, being under the influence of and/or testing positive for a drug that is legal under certain state laws but which is illegal under federal law is NOT accepted as legitimate under Contractor's policy and will be subject to the same zero tolerance standard.
- 2.8 In addition to the workers' compensation coverage required by section 2.3, contractor shall maintain a comprehensive general liability policy with limits of not less than one million dollars (\$1,000,000.00) for bodily injury and one million dollars (\$1,000,000.00) for property damage per occurrence. Coverage shall include premises liability, products liability, and completed operations liability. Contractor shall also maintain a comprehensive automobile liability policy with limits not less than six hundred thousand dollars (\$600,000.00) for bodily injury and six hundred thousand dollars (\$600,000.00) for property damage per occurrence. Contractor shall supply the FPBID with a Certificate of Insurance verifying these coverages and naming the FPBID, the Downtown Denver Partnership, and the City and County of Denver as co-insured.
- 2.9 In performing services under this Agreement, Contactor shall follow practices consistent with high professional and technical standards and shall obtain and

maintain current all required licenses and shall require that any subcontractor do so.

- 2.10 Contractor will promptly correct any deficiencies in its performance under this Agreement reported to it by the FPBID designee. If substandard performance by the Contractor has been noted and not remedied within five (5) days after written notice (subject to availability of parts and equipment), the work may be performed by the FPBID by other means, and the cost thereof shall be deducted from any money due or to become due the Contractor.
- 2.11 Contractor shall maintain at least weekly contact with the FPBID through the FPBID's designee.
- 2.12 Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or contract with a sub-contractor who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of the Agreement by Contractor shall constitute a certification by Contractor that it does not knowingly employ or contract with an illegal alien and that the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security ("E-Verify Program") or the verification program of the Colorado Department of Labor and Employment ("Department Program").
 1. Contractor shall comply with the following:

 - (a) Contractor shall not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.
 - (b) Contractor shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Contract. If Contractor obtains actual knowledge subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien the Contractor shall be required to:
 - i. Notify the subcontractor and the FPBID within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien;

and,

- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving notice from the Contractor, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (c) Contractor shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

2. If Contractor violates any provision of this section, FPBID may terminate the Contract immediately and Contractor shall be liable to the FPBID for actual and consequential damages of the FPBID resulting from such termination and the FPBID shall report such damages of the FPBID resulting from such termination and the FPBID shall report such violation by contractor to the Colorado Secretary of State as required by law.

ARTICLE III COMPENSATION

- 3.1 Contractor shall submit detailed invoices on a monthly basis for work described in Exhibits A and B. The monthly billing amount will be Five Thousand Six Hundred Eighty-Nine Dollars and Seventeen Cents (\$5,689.17). The billing period will run from the 1st of the month to the end of the month. On submission of such invoices to the FPBID in property form and approved by the FPBID Designee, payment shall be made within thirty (30) business days of receipt of invoices. For payment of any additional services Contractor will submit a separate invoice within thirty (30) business days for each purchase order.
- 3.2 Total compensation to Contractor by the FPBID under this Agreement for the work described in Exhibits A and B shall not exceed Sixty-Eight Thousand Two Hundred Seventy Dollars (\$68,270). This amount will cover the entire initial term of this Agreement except as provided in section 3.3.
- 3.3 A list of Billable Work Order Requests is attached as Exhibit C. Upon written request by the FPBID, the Contractor will perform these, and other services specifically requested on a time and materials basis, with the time billed for actual hourly units as given. Invoices for services shall be submitted within Thirty (30) days of completion of work.

ARTICLE IV EQUIPMENT, SUPPLIES AND MATERIALS

- 4.1 Contractor agrees to provide a list of equipment to be referenced as Exhibit D, "Equipment Inventory", attached to and made a part of this Agreement for the performance of the services in Exhibits A through C. Type and quantity of equipment must be adequate to ensure satisfactory performance of the specifications herein.
- 4.2 Contractor will provide all supplies and materials consistent with the standards of the industry and government requirements and regulations. Contractor will be responsible for all insurance, licenses, parking permits, upkeep, oil, fuel, water, and major and minor equipment repairs, including labor, to perform the services to maintain all FPBID and Contractor's equipment used in connection with this Agreement and necessary for the performance of work described in Exhibits A through C.

ARTICLE V TERM AND TERMINATION

- 5.1 This Agreement shall commence on January 1, 2023 and shall terminate December 31, 2023 unless otherwise terminated pursuant to a specific provision of this Agreement. The FPBID reserves the right to renew this Agreement for additional one-year periods, subject to appropriation of monies by the FPBID Board through its annual budgeting process.
- 5.2 (a) Except as provided in paragraph (b) of this section 5.2 and section 6.7, FPBID shall have the right to terminate this Agreement at any time, in whole or in part, by giving written notice to Contractor of such termination specifying the termination date at least sixty (60) days before said termination date. Contractor shall be compensated for any work completed to the FPBID's satisfaction up to the termination date.
 - (b) If the BID determines that Contractor is in material breach of this Agreement for non-performance as provided in section 2.10, the FPBID may terminate this Agreement immediately, and Contractor shall pay the FPBID for any costs and expenses incurred by the FPBID as a result of such termination.
 - (c) This Agreement shall not be deemed or construed to create a multiple fiscal year financial obligation of the FPBID.
- 5.3 Contractor shall have the right to terminate this Agreement for any reason by giving written notice to the FPBID of such termination specifying the termination date at least sixty (60) days before said termination date.

ARTICLE VI GENERAL TERMS AND CONDITIONS

- 6.1 In connection with the performance of this Agreement, Contractor shall ensure that personnel actions with reference to such matters as recruiting, hiring, compensation, benefits, transfers, promotions, layoffs, recall from layoffs, training, education and social and recreation programs shall be administered without regard to race, color, religion, sex, national origin, age, sexual orientation, marital status, handicap, or veteran status. In this regard, Contractor shall comply with all applicable laws prohibiting discrimination in employment.
- 6.2 The parties agree that if any clause or provision of this Agreement is declared to be invalid or unenforceable by a final decision of any court of competent jurisdiction, it is the intent of the parties that the remainder of this Agreement shall not be affected thereby. The parties shall amend this Agreement to replace such invalid or unenforceable clause or provision with a legal, valid and enforceable provision to affect the purposes of this Agreement.

- 6.3 Neither the FPBID, nor any officer, employee or agent of the FPBID will be responsible for any damages or liability occurring by reason of any action done or omitted by Contractor in connection with this Agreement. The Contractor shall defend, indemnify and save harmless the FPBID and its officers, employees and agents, the Downtown Denver Partnership, and the City and County of Denver and their officers and employees from all claims, loss, damage, injury, liability, costs, and expenses of whatsoever kind or nature, including reasonable attorneys' fees, resulting directly or indirectly from the work performed or to be performed by Contractor under this Agreement. Without limiting the generality of the foregoing, such indemnification shall cover injury or death to any person or persons and damage to any property, including that of the FPBID. Contractor, at its own expense, will settle or defend any claim or litigation arising out of its performance under this Agreement. The FPBID and Contractor agree to notify each other as soon as possible as to any suit or legal action filed regarding any performance by Contractor under this Agreement.
- 6.4 Contactor represents and warrants to the FPBID that this Agreement has been duly authorized, executed and delivered by Contractor and constitutes the binding Agreement of Contractor, enforceable against Contractor in accordance with its terms.
- 6.5 This Agreement supersedes all prior understandings and agreements of the parties and contains the entire agreement of the parties. This Agreement may not be amended except by a written agreement signed by both parties. All references in this Agreement to another exhibit by letter include all portions and subdivisions of the exhibit.
- 6.6 This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or bring any suit, action or other proceeding against either the FPBID or Contractor because of any breach of or because of any of the terms, covenants, agreements, and conditions contained in this Agreement.
- 6.7 In the event that the parties to this Agreement are unable to agree up on any matter or matters arising out of this Agreement that can be the subject of mediation or arbitration by or for the District under Colorado law, the parties shall first attempt to resolve this dispute by mediation, and if mediation fails, they shall forthwith submit such matter or matters to arbitration in Denver, Colorado. They shall forthwith agree upon a single individual to act as an arbitrator. In the event they are unable to agree as to the designation of an arbitrator, then the parties or either of them shall forthwith apply to the American Arbitration Association to designate an arbitrator. The arbitration shall be conducted in accordance with the rules and regulations of said Association and the Association shall designate the names of three (3) arbitrators. The decision of the arbitrators shall be rendered in writing and shall be final and binding upon the parties hereto. The fees shall be final and

binding upon the parties hereto. The fees and reasonable costs of the arbitrators shall be paid equally by the parties involved in the disagreement.

- 6.8 Contractor agrees that it will not assign or transfer its rights in this Agreement, nor delegate or subcontract any duties in this Agreement, either in whole or in part, without first obtaining the written consent of the FPBID. Any attempt by Contractor to assign or transfer its rights or delegate or subcontract its duties without such prior written consent shall not be binding on the FPBID and shall, at the option of the FPBID, immediately and automatically terminate this Agreement and all rights of Contractor under this Agreement. Such consent may be granted or denied at the sole and absolute discretion of the FPBID Designee.
- 6.9 All notices given under this Agreement to the FPBID shall be delivered to the FPBID by email, fax, certified mail, postage prepaid, or by courier, to:

Five Points Business Improvement District c/o Downtown Denver Partnership 1515 Arapahoe Street, Tower 3, Suite 100 Denver, Colorado 80202

Attention: Vincent Martinez, Senior Director, Downtown Environment

All notices given under this agreement to Contractor shall be delivered to Contractor by email, fax, certified mail, postage prepaid, or by courier, to:

Fax: 720-389-5379

Consolidated Services Group 1101 W. 36th Avenue Denver, CO 80211

Attention: Robert Hardy, Operations Director

All such notices shall be effective upon receipt. Either party may designate, in writing, a different address or different person to who notices much be sent.

- 6.10 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions shall be in the City and County of Denver.
- 6.11 This Agreement shall be binding on and inure to the benefit of the respective parties and their successors, heirs, assigns, executors, administrators, and legal representatives.
- 6.12 Titles and headings to articles in this Agreement are for purposes of reference only and shall in no way limit, define or otherwise affect the provisions of this Agreement.

6.13	This Agreement may be executed in d deemed an original Agreement.	duplicate originals, each of which shall be	
	IN WITNESS WHEREOF, the parties had day first written above.	ive duly executed this Agreement as of the	
"FPBID" Five Points Business Improvement District		"CONTRACTOR" Consolidated Services Group 2, LLC	
BY: _	FPBID Board President	BY:	
Attest	<u>:</u> 	Attest:	

EXHIBIT A

Scope of Work Matrix FPBID Cleaning, Maintenance and Snow Removal Contractor					
Service	Description and Expectations				
Surface Cleaning	 Removal of litter and all other debris Removal of spots, gum and other substances Weeding on sidewalks and curbs as needed Immediate removal of biohazards, body fluids and other organic matter as necessary Spill and stain mitigation plan in cold and warm temperatures Weeding on sidewalks and curbs Removal of trash and debris from tree wells Repair needs and trip hazards will be reported to FPBID Daily service at a minimum with immediate removal once detected by contractor 				
Trash Receptacles	 Receptacles require daily cleaning and scrubbing Collection of trash daily by 11 AM Contractor responsible for proper and lawful disposal of all trash "Bag-drag" prohibited; residue from such a practice needs to be addressed immediately Stacking of trash bags along the Corridor is prohibited Report any repair needs or missing receptacles to FPBID Regular repainting may be required. FPBID will supply paint colors to contractor if repainting is necessary 				
Power Washing	 Periodic pressure washing of Corridor sidewalk and medallions at 27th Street and Welton at Five Point Intersection Pressure Washing cannot interfere with daily light rail operations Include pressure washing plan including inspection and quality control 				
Graffiti Abatement	 Daily inspections to identify new graffiti and ensure removal of reported graffiti Remove graffiti from all public surfaces (sidewalks, trash receptacles, street and pedestrian lights and electrical boxes for example) Use of environmentally safe products Notice to FPBID of any significant graffiti on private property immediately adjacent to the Corridor 				

Scope of Work Matrix FPBID Cleaning, Maintenance and Snow Removal Contractor					
Service	Description and Expectations				
Lighting	 Periodic cleaning and painting to minimize residue buildup and paint fading Cleaning of globe fixtures at least twice annually Resetting of globes that have fallen off base Replacement of pedestrian lights that have burned out Weekly light inventory of all pedestrian and street lights along the Corridor Alert FPBID of any outages that may be caused by electrical infrastructure issues 				
Irrigation	 Start up in the Spring and winterization in the Fall of FPBID managed irrigation systems Monitor water service to FPBID managed irrigation systems and report any leaks or malfunctions to FPBID Removal of trash and debris from tree wells 				
Electrical	Monitor pedestrian lights and related infrastructure and report malfunctions to FPBID				
Banners and Special Event / Holiday Decorations	 Installation, adjustments and removal of banners from pedestrian lights as scheduled by the FPBID Cleaning and storage of banners; inventory of all banners Ability to store and inventory special event and holiday decorations used at various times throughout the year on the Corridor 				
Snow Removal	 Operate on a 24-hour schedule during snow events Snow removal begins when accumulation has reached two (2) inches Snow removal will continue throughout the entirety of an event Remove from all sidewalks in the BID Protective edges must be used on blades to protect granite and medallions at the Five Points intersection at 27th and Welton Streets Snow storage should not occur on the corridor. Side streets may be used as a temporary option during significant accumulation events, but should be broken down immediately at the end of the event Ice melt products may be used as needed; residual product will be removed within 24 hours of the close of snow event De-icers and ice melt products must be kept out of tree wells FPBID representative will approve products used 				

EXHIBIT A-1

FIVE POINTS BUSINESS IMPROVEMENT DISTRICT ACCEPTABLE INSPECTION FORMS

- Use of field service software to provide real-time reporting and dispatching;
- Email with the following Information
 - o Date
 - Inspector
 - Photo of affected area
 - o Service Requested
 - o Nearby address, cross-streets, and/or detailed description of the area
 - Miscellaneous other comments
- Word or excel documents that list the above information and are approved by the FPBID for use in the field

EXHIBIT B

AREA OF SERVICE

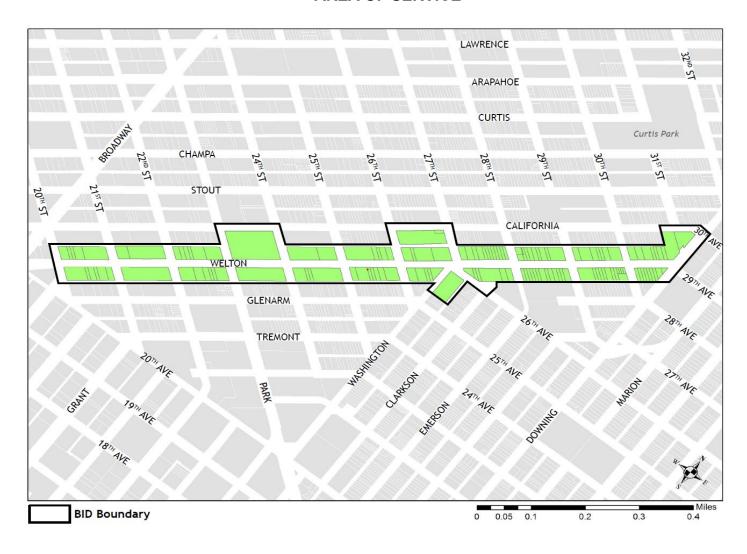


EXHIBIT C

BILLABLE WORK ORDER REQUESTS PRICING

EXHIBIT D

EQUIPMENT INVENTORY

EXHIBIT E

INSURANCE

2023 Proposed Meeting Dates

Month	Proposed Meeting Date
January	January 11, 2023*
February	February 8, 2023
March	March 8, 2023
April	April 12, 2023
May	May 10, 2023
June	June 14, 2023
July	July 12, 2023
August	August 9, 2023
September	September 13, 2023
October	October 11, 2023
November	November 8, 2023
December	December 13, 2023

^{*} Approved 12.29.2022



Entry Signage

- Working with Right of Way on Tier III Encroachment
- Desibl working on drawings to submit

Xcel Banners

- Okay given for permittin
- ZoZo to finish design
- Pricing banner printing

Historical Markers

- Volunteer group interested in assisting
- Working out agreements



Five Points BID Activations

Q1 2023

OUR MISSION:

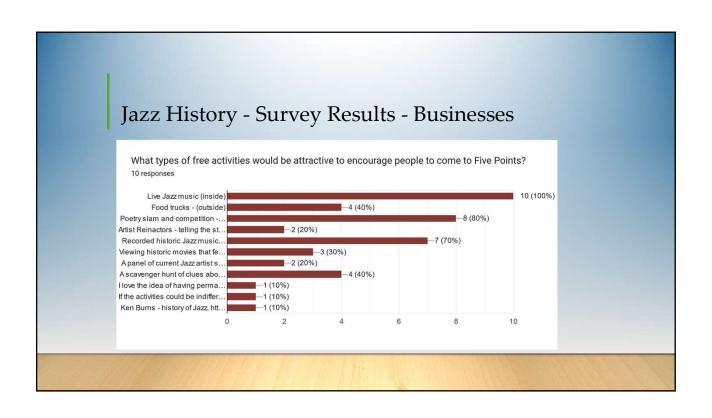
The Five Points Business Improvement District exists to strengthen and enhance the efforts of business and property owners who live, work in, or contribute to the historic Five Points neighborhood of Denver.

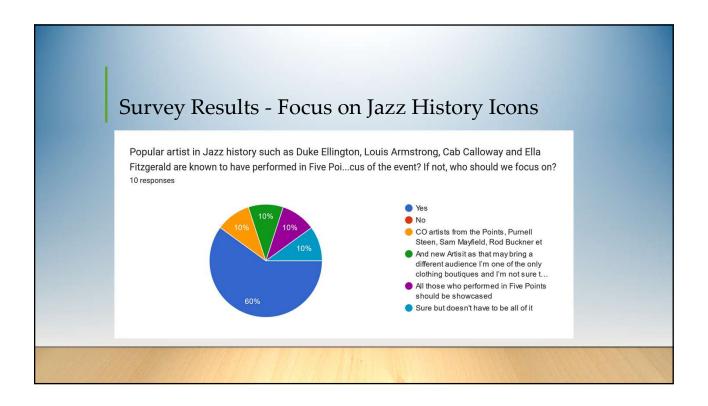
Our District Board's mission is to positively influence financial accountability and cultural responsibility as the area undergoes redevelopment and growth.

The Five Points Business Improvement District will hold true to the best values of the past, embrace inclusive opportunities of the present, and look forward to a vibrant future.

Black Jazz History Experience 2023

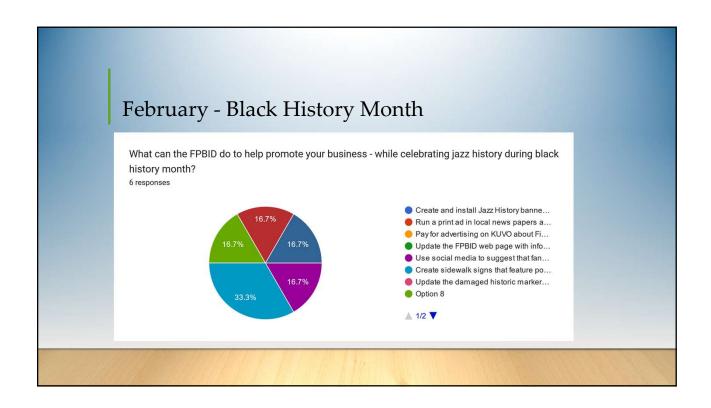
- Dates: Saturdays, February 18 and 25
- Times: 2/18 1-4 p.m., 2/25 11 a.m. 2 p.m.
- Location: Spangalang and Cervantes the other side
- **Objectives:** 1) Bring jazz history to life during black history month along the historic Welton Corridor 2) Attract people creating business for Five Points shops, bars and restaurants.
- What: During black history month in February 2023, curate live jazz bands, poets and dancers
 in Five Points. Celebrate historic black jazz music with bands who can recreate the sounds and
 dances to help tell the story of the lives of iconic jazz greats such as Ella Fitzgerald, Duke
 Ellington and Louis Armstrong.
- Grant Amount Requested: \$10,000
- FPBID Amount Proposed: \$8,000





Jazz music. Jazz dance. Jazz history – Five Points FEB 25 – CERVANTES (AS OF 1/9) FEB 18 – SPANGALANG Jazz music you can chill to Jazz music you can dance to 11 am 1 hr. Dance Class - Five Points Stomp • 1 pm KUVO Interviews • 1:15 pm Wil Alston Band 12 pm 1 hr. Diversion - Dance, youth showcase of Jazz (swing) Dance • 2 pm Poetry slam, presentations about Jazz music 1 pm 1 hr. Taryn Newborn set of historic Jazz music • 2:30 pm KUVO Interviews Great American song book performers Duke • 3 pm Wil Alston Band Ellington, Louis Armstrong, Cab Calloway and Ella Fitzgerald

Estimated Budget: Bl	lack Jazz Histo	ry Experienc
	Budget per afternoo	n Subtotal of 2 afternoon
Bands – Qty 2	1500	3000
Poets/Choreographer/dance class		1500
Project Coordination/Curation/business meeting	s	5000
Online Promotion – paid ads (Facebook,	300	600
Graphic Design (20-25 hours)		2000
Signage Production		2000
Print Media Promoting The Series		1500
Cervantes/Spangalang/KUVO crew services for eup/tear down	event set	2000
TOTAL		18,000



Five Points Outdoor Sound System

- What: Outdoor speaker system and amplifier to have at the center of Five Points
- When: Feb 2023
- Location: On existing light poles at center of Five Points intersection
- Objective: Creating an audio ambiance of jazz music at the center of Five Points
- **Why:** Due to the weather in the winter it is often too cold to have live musicians outside.
- Budget amount requested: FPBID \$3,000 6000

Outdoor Sound System Budget:

Item/Equipment	Cost
Outdoor Speaker Set (wi-fi)	\$ 3000 - 4000
Amplifier/Player	\$ 500
Installation/Deinstallation	\$ 200
TOTAL	