



MONTHLY BOARD OF DIRECTORS MEETING

January 8, 2025

by Zoom

https://us06web.zoom.us/webinar/register/WN_i5McGKw6Tx68fK1wm8xHrA

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.	Introductions	Board
10:10 AM	III.	Administrative Items	
		A. Disclosure of Potential Conflicts of Interest	Board
		B. Board Meeting Minutes – January 8, 2024	Board
		C. Treasurer’s Report	N. Beal
		Old Business	
10:20 AM	IV.	A. University of Denver update	Marji Karish Pietro Motterlini
		New Business	
10:25 AM	V.	B. Denver Arts & Venues SOW Cultural Programming - Contract Review	Norman Harris
		C. DURA Grant - Contract Review	Norman Harris
		D. CSG - Cost Proposal “daily maintenance schedule” - review and update	Norman Harris
		E. Five Points BID Project Plan & Status Tool overviews	Norman Harris
		F. Five Points Jazz Roots event update	Norman Harris
11:20 AM	VI.	Public Comment	
11:30 AM	VII.	Adjourn	



FIVE POINTS BUSINESS IMPROVEMENT DISTRICT
 BOARD OF DIRECTORS REGULAR MEETING
 January 08, 2025

MINUTES

Meeting Invite by Zoom	https://us06web.zoom.us/webinar/register/WN_Bx3oUQ1WTkW1z5V3DItD3A
Meeting Recording By Zoom Meeting Passcode:	
Zoom Cloud Recording Link	https://us06web.zoom.us/rec/share/2esh9ZfvM3pCGV7D4IV5YUL8_fMVxwvo1pPWywfzxTARu3-bhUrUAus3KMLtcfYg.PbKAKHXTTwWT7WEw
Zoom Passcode:	<u>Y*SH2Xa5</u>

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:

I. Call to order:

The meeting was called to order by Board Vice Chair **Paul Books**, at **10:10 AM**

II. Introductions / Attendance:

Haroun Cowans	Board Chair	Absent
Paul Books	Co-Vice Chair	Present
Nathan Beal	Treasurer	Present
John Pirkopf	Board Member	Present
Nina Rupp	Board Member	Present
Fathima Dickerson	Board Member	Arrived Late

Absent:

Maedella Stiger	Co-Vice Chair (Excused)	Not Present
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BID Staff:

Norman Harris	Executive Director	Present
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Administrative Items

- A. Disclosure of potential conflicts of Interest: **None to mention**

- B. Board Meeting Minutes: There were no corrections to the December 11, 2024 Board meetings minutes.
 - **Paul Books I** moved to approve the **December 2024 Board Meeting Minutes**.
 - **Nathan Beal** seconded to approve the minutes.
 - **All** were in **favor of the Motion to approve the minutes**.

- C. Treasurer’s Report for December 2024| Nathan Beal will present the Year End Report in February 2025.

III. Old Business

University of Denver Update

Presented by: Norman Harris

Time: 16:04

Mr. Harris stated that Professor Margie Karish introduced the new relationship between the University of Denver (DU) and Five Points BID a few months ago. DU began its Winter Session of 2025 yesterday (January 7th). As part of the initial curriculum, 30 students will conduct a qualitative study by performing personal interviews with Five Points stakeholders. The expectation is for these 30 students to have access to business owners, property owners, and Five Points stakeholders for their interviews.

Key Dates and Events:

- 1. **January 17th:**
 - Mr. Harris and Mr. Jamuu will visit the class.
 - Students will present their research objectives and proposals, including research questions for businesses and stakeholders.

- 2. **February 14th:**
 - Mr. Harris will make a second visit to the class.
 - Students will present their preliminary findings from interviews and share feedback and interpretations to plan their larger presentation.

- 3. **March 7th:**
 - Students will share a comprehensive presentation of their findings.
 - Guests will be invited.
 - The event will be held at the Lydian, potentially followed by a celebration.

4. **Press Release:**

- A press release will describe the year-long relationship with DU, its students, and the Business Improvement District (BID).
- Norman will reach out to board members for quotes regarding the relationship for the press release.

IV. **New Business**

a. **DPD Security Update**

16:00

Lt. Alby did not show up, the DPD Security Update will be pushed back to the meeting next month (February 2025).

b. **DURA Grant Update**

Presented by: Norman Harris

Time: 16:37

1. Mr. Harris shared that a grant application was submitted for beautification projects along the corridor, requesting DURA's assistance in funding new murals on five walls within the corridor and refurbishing the American Beauty mural on 30th and Welton. Additionally, the grant seeks resources to install planters on 20th and Welton.
2. Mr. Harris stated the the Five Points BID will help establish a process to engage with communities and find artists to design the murals. He will also work to convince property owners to allow the murals. Mr. Harris shared images of the suggested locations for the five murals.
3. In early August, there will be a celebration to unveil the Walls of Welton and the beautification project of trees and planters. The overall DURA grant of \$48,000 will assist with these beautification projects along the corridor. The goal is to begin aggressively in the first week of June and complete everything before the end of the year. The expectation is to attract more foot traffic to the corridor and make it more walkable. The 2025 Ops Plan and Budget allocated funds for murals, and this grant offsets those allocated funds.

Budget Allocation:

- \$32,000 is set aside for five new murals.
- \$6,000 will be used to refurbish two of the new murals located on 28th and Welton, which is the responsibility of the property owner.
- \$3,000 will go towards refurbishing the American Beauty mural on 30th and Welton.
- Approximately \$8,000 will cover the cost of a design survey, an encroachment application, and placing planters on 20th and Welton Street.

4. Mr. Harris stated that the goal is to host a "Walls of Welton" event annually and continue identifying additional walls to paint and other beautification projects. The BID will continue to find resources to improve the corridor. As soon as the next grant opens, Mr. Harris stated that he would send it out to all businesses,

hoping that everyone can continue to support the businesses along the corridor and the beautification efforts.

Five Points / Welton Corridor Beautification Project Timeline	
Award notification	12/31/2024
Public posting of RFP for muralist submissions	1/31/2025
Outreach and call for community members to participate on the Community Board Muralist Selection Committee	1/31/2025
Community Selection Committee acceptance notification	2/21/2025
Muralist proposal submission deadline	2/28/2025
Muralist RFP - Community Board review meeting	3/7/2025
Artist selection notification	3/14/2025
Mural permit submission to the city	3/28/2025
"Mural paint week' and Tree planter installation	5/15/2025
Mural presentation ceremony	6/7/2025
Project report submission to DURA	8/7/2025
2nd project report submission to DURA	12/1/2025

c. 2025 Cultural Events

Norman Harris 23:24

Sponsorship Deck

Mr. Harris stated that the Five Points BID staff has created a sponsorship deck outlining the plan for cultural programming along the corridor in 2025. This document provides an outline of events that we are excited about, and it is being shared with partners to secure additional resources.

Key Events and Dates

February:

- o Jazz Roots: A Black History Month celebration called "Jazz Roots" will take place on February 15th and February 22nd. This will be the second year of the event.

March:

- o Saint Patrick's Day Pet Parade: Following Jazz Roots, we will have the Saint Patrick's Day Pet Parade events in March.

April:

- 1st Friday: The 1st Friday event will kick off in April. We are bringing this event back as one of our key cultural activations.

August:

Welton Street Music Festival:

- We are introducing the Welton Street Music Festival in partnership with Curtis Park neighbors. This new initiative will occur in August.

Additional Initiatives

- Sonny Lawson Park Activation: We have created a similar packet for a collective that supports the activation of Sonny Lawson Park. This effort is being coordinated by the Old San Rafael Neighborhood Association, Curtis Park Neighbors, Central Baptist Church, Mo Betta Greens, and Blair Caldwell Library. They are collectively fundraising for programming at the park.

Call for Support

- Mr. Harris stated the he will be reaching out to each board member to request small donations and help in raising sponsorship dollars. The document outlines pathways for potential funders to support cultural programming on Welton Street. We are really excited about these initiatives and look forward to your support.

Upcoming Plan Rollout

- Mr. Harris stated that the plan rollout would occur in February with the Jazz Roots event. This will be followed by the Saint Patrick's Day Pet Parade in March and the 1st Friday event in April.

Mr. Harris stated that the Five Points BID has engaged a local event producer to manage all the events.

- Mr. Harris stated the the BID will provide direction, set high-level goals, and ensure the plan is executed effectively.
- Mr. Harris stated that business owners at Marigold and 715 will share this deck with some of their beverage sponsors. Mr. Harris stated that the BID is looking to secure a beverage sponsor to be the sole provider of vodka for the entire corridor, with a specific vodka served at all the different locations. This collaboration will help us promote programming and work together more effectively.
- Mr. Harris stated that the plan also includes activating businesses like Pair O Dice and TeaLees. Mr. Harris stated that the goal is to drive customers into restaurants, impact the corridor positively, and increase foot traffic to the area.

d. Retail POV Videos - Marketing

Norman Harris 29:34

Marketing and Point of View Videos Update

- Mr. Harris stated that the Five Points BID marketing manager has produced videos and other marketing support efforts to drive foot traffic and support businesses in the corridor. Additionally, the BID opened a TikTok channel for the Five Points BID, and show a video that we will be releasing later today.

- Mr. Harris stated that the BID is continuing to create 30-second customer point-of-view videos for businesses along the corridor. These videos aim to provide a feel-good advertisement for different businesses.
- Mr. Harris stated that last month the BID shared a video for Queen City Coffee Shop and also created a mailer insert that went into the Curtis Park Neighbors Newsletter. This month, there will be a door hanger.
- Mr. Harris stated that six videos have been completed, and that the BID staff will continue to reach out to different businesses along the corridor. Mr. Harris requested for the board to send any businesses that may be interested in participating.

V. Public Comment

44:47

Jessie Parrish posed a few questions:

1. There was no mention of Juneteenth in the events update, Is it still happening?

Mr. Harris shared that it is still happening and the dates are Sat June 14th & 15th.

2. What is the status of Sonny Lawson? Any update as to when it will reopen?

Mr. Harris stated that the plan is to reopen in early Spring. A Coalition of Community stewards are collaborating to activate the park. Central Baptist Church, Curtis Park Neighbors, MoBetter Greens, Old San Rafael are partnering to create programs to keep the park activated and that the BID created a similar partnership kit to help raise funds for programs at the park.

3. What is the status of the construction on 29th and Welton? How much longer will they be working there?

Mr. Harris stated that he has not been updated, however he can reach out and find out more and share details in the next meeting.

4. The Gas Station building down from 29th street is there an update on a possible sale of this property?

Mr. Harris stated that has no update on that either. Mr. Harris stated that he saw a post that Wellington Web made regarding the old Fire House. Jesse shared that the City Council gave a proclamation on that building.

5. Is the next meeting in person?

Haroun shared there is an in person meeting each quarter and more likely the March 2025 meeting will be in person.

Nova Elu El posed a question. What is the selection of Artists for Murals? 40:04

- Mr. Harris shared he will put out an RFP for the artists. He will not be the person to select the artist. Mr. Harris shared that he will bring together the community to determine who the artists are and what they are proposing and some sort of application. The opportunity for artists will be on the Website and advertised far and wide. Mr. Harris stated that they will be looking for locals who understand what a mural significance means in Five Points Community.

VI. Adjourn the meeting

Paul Books moved to adjourn the meeting. **Mr. John Pirkopf** seconded the motion and a **unanimous** vote in favor of the motion passed.

The meeting adjourned at **10:43 AM**.

The foregoing minutes constitute a true and correct copy of the Five Points Business Improvement District. Approved this 11th day of February, 2025.

Five Points BID Chair

Attest.

Five Points Business Improvement District

Profit and Loss

January 2025

	TOTAL
Income	
41000 Corporate Revenue	
Mill Levy Income-FPBID	1,247.14
Total 41000 Corporate Revenue	1,247.14
Total Income	\$1,247.14
GROSS PROFIT	\$1,247.14
Expenses	
70000 Administrative Expenses	
70040 Bank Charges	12.00
70100 Subscriptions	289.46
70110 General Administration	15,025.84
77000 Insurance	3,978.00
Total 70000 Administrative Expenses	19,305.30
71000 Marketing	
71350 Events and Activation	22.17
Total 71000 Marketing	22.17
74000 Unit Expenses	
74100 Rent Expense	410.00
Total 74000 Unit Expenses	410.00
75000 Building and Site Expenses	
74200 Utilities	286.01
Total 75000 Building and Site Expenses	286.01
Total Expenses	\$20,023.48
NET OPERATING INCOME	\$ -18,776.34
NET INCOME	\$ -18,776.34

Five Points Business Improvement District

Profit and Loss Detail

January 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
Ordinary Income/Expenses					
Income					
41000 Corporate Revenue					
Mill Levy Income-FPBID					
01/10/2025	Deposit		City and County of Denver		1,247.14
Total for Mill Levy Income-FPBID					\$1,247.14
Total for 41000 Corporate Revenue					\$1,247.14
Total for Income					\$1,247.14
Expenses					
70000 Administrative Expenses					
70040 Bank Charges					
01/15/2025	Expense		US Bank	Internet Banking Transfer - ANALYSIS SERVICE CHARGE	12.00
Total for 70040 Bank Charges					\$12.00
70100 Subscriptions					
01/06/2025	Expense	9280N00	Gusto		73.36
01/07/2025	Expense		Constant Contact		56.00
01/29/2025	Expense	8220491312	Constant Contact		56.00
01/30/2025	Expense	9104198984	Quickbooks		104.10
Total for 70100 Subscriptions					\$289.46
70110 General Administration					
01/30/2025	Expense		Gusto	Feb 25 pay	11,238.34
01/30/2025	Expense		Gusto	Payroll Feb 2025	3,787.50
Total for 70110 General Administration					\$15,025.84
77000 Insurance					
01/07/2025	Expense	55440N00	CSD P&L Pool	Insurance	3,978.00
Total for 77000 Insurance					\$3,978.00
Total for 70000 Administrative Expenses					\$19,305.30
71000 Marketing					
71350 Events and Activation					
01/03/2025	Expense	2218352917	GoDADDY.com		22.17
Total for 71350 Events and Activation					\$22.17
Total for 71000 Marketing					\$22.17
74000 Unit Expenses					
74100 Rent Expense					
01/06/2025	Expense	3218402616	YSI Venture		410.00
Total for 74100 Rent Expense					\$410.00
Total for 74000 Unit Expenses					\$410.00

Five Points Business Improvement District

Profit and Loss Detail

January 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
75000 Building and Site Expenses					
74200 Utilities					
01/10/2025	Expense		XCEL ENERGY		27.59
01/13/2025	Expense		XCEL ENERGY		258.42
Total for 74200 Utilities					\$286.01
Total for 75000 Building and Site Expenses					\$286.01
Total for Expenses					\$20,023.48
Net Income					\$ -18,776.34

Five Points Business Improvement District

A/P Aging Summary

As of January 31, 2025

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Amazon Purchase				1,290.30		\$1,290.30
Colorado lighting Inc					0.00	\$0.00
Constant Contact				56.00		\$56.00
CSG2					9,201.17	\$9,201.17
Downtown Denver Partnership Inc					0.00	\$0.00
Gusto				22,897.85	8,638.04	\$31,535.89
Quickbooks				103.76		\$103.76
Sir Speedy				271.30		\$271.30
XCEL ENERGY				155.58		\$155.58
YSI Venture				410.00	410.00	\$820.00
TOTAL	\$0.00	\$0.00	\$0.00	\$25,184.79	\$18,249.21	\$43,434.00

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY AND COUNTY OF DENVER
AND
THE FIVE POINTS BUSINESS IMPROVEMENT DISTRICT
(Jazz Activation)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver” or “the City”) and the **FIVE POINTS BUSINESS IMPROVEMENT DISTRICT**, a body corporate and politic of the State of Colorado, whose address is 2590 Welton St. Denver, CO 80205 (“the BID”), (collectively “the parties.”)

The parties agree as follows:

1. COORDINATION AND LIAISON: The BID shall fully coordinate all services under the Agreement with the Executive Director of Denver Arts & Venues (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

- a.** The BID shall coordinate and provide the events and activations (collectively “the Activations”), as set forth on **Exhibit A, Scope of Work**, to Denver’s satisfaction.
- b.** The BID is ready, willing, and able to provide the services required by this Agreement.

3. TERM: Services shall be provided by the BID during the term of this Agreement which will commence on **January 1, 2025** and will expire on **December 31, 2025** (the “Term”).

4. COMPENSATION AND PAYMENT:

- a. Payment:** Denver shall pay and the BID shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount payable as described herein.
- b. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement.
- c. Invoicing:** The BID shall provide Denver with an invoice in a format and with a level of detail acceptable to Denver including all supporting documentation required by

Denver consistent with **Exhibit B**. Denver’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, Denver’s maximum payment obligation will not exceed **ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00)** (the “Maximum Amount”).

(2) Denver’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. Denver does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver.

5. STATUS OF THE BID: The BID is an independent governmental entity that shall provide for completion of the Activations described in **Exhibit A**. Neither the BID nor any of its employees are employees or officers of Denver under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the BID’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The BID shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the BID to make disclosures in violation of state or federal privacy laws. The BID shall at all times comply with D.R.M.C. 20-276.

7. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any

payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the BID. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

8. USES AND PROTECTION OF TRADEMARKS/SERVICE MARKS AND OTHER INTELLECTUAL PROPERTY: The City and the BID each acknowledge that the other party owns or is licensed to use certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

- A. It is agreed and understood that in marketing and promoting the Activations events described in Exhibit A and various activities associated therewith, the City and the BID may make various references to each other and may display the Marks of the City and the BID as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and the BID shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.
- B. Neither party will challenge or assist in a challenge to the validity of the other party's Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other

protection of its respective Marks.

C. Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

9. APPROVAL OF PROMOTIONAL CONCEPTS: Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

10. USE OF REAL PROPERTY: The City does not hereby convey to the BID rights to use real property for any Activation. The BID shall be solely responsible for ensuring that appropriate rights to use real property necessary for any Activation are obtained to support each Activation, whether located on public or private property.

11. ACTIVATIONS INVOLVING VISUAL ARTS: The Parties acknowledge that some proposed Activations may include works by visual artists. No Activation involving visual arts shall be permitted on property owned by the City absent approval of the Director and appropriate separate agreements and/or waivers in favor of the City, including at a minimum, waivers of certain rights under the Visual Artists Rights Act of 1990, 17 U.S.C. §101 et. seq., as amended (“VARA”). In all such instances, visual artists shall be required to waive certain rights, including but not limited to rights under §106A(a) and §113, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products.

12. LICENSING: The BID warrants that all intellectual property associated with any Activation, including copyrighted material to be performed, will be duly licensed and authorized by the owners or their representatives and BID agrees to require subcontractors and subconsultants engaged to perform its Activations or associated responsibilities hereunder (collectively

“Subcontractors”) to indemnify and hold the City harmless from any and all claims, losses, or expenses incurred with regard thereto.

13. INSURANCE AND INTER-GOVERNMENTAL LIABILITY: At all times during the term of this Agreement, including any renewals or extensions, each Party shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. (as amended, “CGIA”). Each Party will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination or expiration of this Agreement.

A. The BID shall ensure that all Subcontractors maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. The BID agrees to provide proof of insurance for all such Subcontractors upon request by the City. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. For Commercial General Liability and Auto Liability, Subcontractor’s insurer(s) shall include the District and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

C. Subcontractor shall maintain coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

D. Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

E. Subcontractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in

performing services under this Agreement.

14. INDEMNIFICATION:

A. The BID shall cause its Subcontractors to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City, all in accordance with this Section 14. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. A Subcontractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. A Subcontractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. A Subcontractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of a Subcontractor under the terms of this indemnification obligation. A Subcontractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This indemnification obligation shall survive termination or expiration of this Agreement.

F. The Parties understand and agree that each Party is relying upon, and does not waive

or intend to waive, any provision, right, immunity or protection provided by the CGIA.

15. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The BID shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall take all commercially reasonable steps to prevent any lien, mortgage, judgment or execution to be filed against City property.

16. ASSIGNMENT; SUBCONTRACTING: The BID shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any unauthorized subcontracting or unauthorized assignment: (i) The BID shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subcontractor, subconsultant or assign.

17. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

18. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than Denver or the BID receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. NO AUTHORITY TO BIND CITY TO CONTRACTS: Each Party lacks any authority to bind the other on any contractual matters. Final approval of all contractual matters that purport to obligate each Party must be executed by that Party in accordance with the Party's Charter and the applicable municipal code or other governing instruments or policies.

20. SEVERABILITY: Except for the provisions of the Agreement requiring

appropriation of funds and limiting the total amount payable by Denver, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

21. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the BID shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The BID shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The BID represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the BID associated with its performance under this Agreement by placing the BID's own interests, or the interests of any party with whom the BID has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the BID written notice describing the conflict and afforded the BID the opportunity to promptly resolve the conflict if possible.

22. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the BID at the address first above written, with a copy to:

Ron Fano
Spencer Fane, LLP
1700 Lincoln St., Suite 2000
Denver, CO 80203

and if to the City at:

Executive Director of Denver Arts & Venues or Designee
1345 Champa Street
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the BID 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. The BID shall insert the foregoing provision in all subcontracts.

25. COMPLIANCE WITH ALL LAWS: The BID shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

26. LEGAL AUTHORITY: The BID represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement

on behalf of the BID represents and warrants that he has been fully authorized by the BID to execute the Agreement on behalf of the BID and to validly and legally bind the BID to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the BID or the person signing the Agreement to enter into the Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

28. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Party's obligations to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. ADVERTISING AND PUBLIC DISCLOSURE: The BID shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the BID's advertising or public relations materials without first obtaining the written approval of the Director, which shall not be unreasonably withheld. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The BID shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on Denver until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The

Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of any Party at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the Parties.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The BID shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. COUNTERPARTS OF THE AGREEMENT: Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

35. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the BID's provision of Services hereunder, the BID shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the BID expressly acknowledges that the BID is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the BID, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic

document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

List of Exhibits

Exhibit A – Scope of Work.

Exhibit B – Payment Schedule.

Exhibit C – Marks.

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In Process

Contract Control Number:
Contractor Name:

THTRS-202577625-00
FIVE POINTS BUSINESS IMPROVEMENT DISTRICT

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

In Process

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202577625-00
FIVE POINTS BUSINESS IMPROVEMENT DISTRICT

By: _____

Name: Norman Harris
(please print)

Title: _____
(please print)

In Process

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Scope of Work

DESCRIPTION OF ACTIVITY:

The Five Points Business Improvement District (“Contractor”) will execute a series of programmatic activities approved by both parties supporting a year-long events schedule beginning and ending in 2025. Once the Contractor develops the specific elements of the projects described below, the Contractor will submit the projects, along with a detailed projected budget, for each project to Denver Arts and Venues (“DAV”) for review and approval, before implementation.

Projects include but are not limited to the following:

- **First Friday Five Points Jazz Hop- \$85,000**
 - First Friday Five Points Jazz Hop is a monthly jazz concert series occurring along the Welton Corridor in the Historic Five Points neighborhood on the First Friday of each month beginning in April of 2025. The concert series will activate between 6-9 venues and businesses each month with live jazz, fusion jazz and other elements such as live paintings, jazz dancing performances and spoken word,
 - Number of participating businesses and venues: 6-9
 - The First Friday of each month, April 2025 - November 2025
 - DAV funding would help cover the following expenses, Band, Artists, and Production expenses
- **Five Points Jazz in the Park - \$20,000**
 - Five Points Jazz in the Park is a bi-monthly jazz concert series hosted by neighborhood organizations and community partners who convert Sonny Lawson Park into an inviting amphitheater which features live music, art, entertainment, food trucks, vendors and more. The program will begin in May of 2025 and conclude in October of 2025 with a total of 10 concerts (2 per month).
 - Number of participating businesses: 2-3
 - Community operating and volunteer partners: Curtis Park Neighbors, Old San Rafael Neighbors, Blair Caldwell Library.
 - Two times a month, May – October 2025
 - DAV funding would help cover the following expenses: Band, Artists, and Production expenses.
- **Jazz Roots - \$10,000**
 - Jazz Roots is a winter concert series occurring on Saturday, February 15, 2025 and Saturday February 22, 2025 that explores the ‘roots’ of jazz music while highlighting the rich legacy of jazz music in Five Points through programming live jazz bands and

performances in businesses, venues and community spaces along the Welton corridor.

- Number of participating businesses: 10
- February 15, 2025, and February 22, 2025
- DAV funding would help cover the following expenses, Band, Artists, and Production expenses.

- **Holiday Jazz Jams and Toy Drive - \$10,000.**

- Holiday Jazz Jamz in a jazz themed, holiday concert series which will occur on Saturday December 13, 2025, activating businesses and venues along the Welton corridor with live holiday themed jazz music. The program will also work as a method of philanthropy encouraging guests to donate toys for families in need.
- Number of participating businesses: 6-9
- Schedule: Saturday December 13, 2025
- DAV funding will help cover the following expenses: Band, Artists, and Production expenses.

BUDGET

1. DAV will deliver up to \$125,000 in funds (“DAV Funds”) to Contractor which shall be used to create, promote and implement jazz activation programs. See Exhibit B for the schedule of funds.
2. Contractor will serve as both the administrator and the project manager of the program and will work in coordination with DAV Marketing on outreach and marketing of the events calendar.
3. Contractor will serve as administrator and project manager of the program and management and contracting mechanisms with any vendors or contractors to fulfill the program elements.
4. Contractor acknowledges that funds cannot be used for any other purpose. A separate accounting of these funds will be made available by Contractor to DAV upon request.
5. Contractor may self-produce or partner with third parties to setup, design, support, or produce programs and activations.
6. Contractor alone is responsible for retaining and making payment to providers for program management and close-out of all Five Points BID-led programmatic services related to this contract.
7. The Contractor shall recognize DAV as the funder of the program and Contractor as the administrator. Contractor will use City marks and/or “Supported by Denver Arts & Venues” in promotional materials, media, press releases, signage, application materials and other marketing and program deliverables as approved by the Director or his/her/their designee.

8. The Contractor in partnership with DAV is responsible for communication regarding the program. Any communication distributed by Contractor will be made available to the DAV Executive Director or his/her/their designee for review and approval.
9. Contractor agrees to document activations, including photographs, video, testimonials, etc. for purposes of promotion, reporting and success metrics.
10. DAV and Contractor will mutually agree on success factors for Activations, which may be based on, but are not limited to:
 - a. Total funds disbursed for program activation
 - b. Business/Organization ownership demographics and industry
 - c. Length of activation (if applicable)
 - d. Business/Resident/Tenant post-activation survey responses, if applicable
 - e. Foot traffic, if available
 - f. Crime statistics pre and post-activation, if available

REPORTING AND ACCOUNTABILITY:

The Contractor will provide quarterly financial and administrative reporting to DAV detailing:

1. Total amount spent from inception to date and total amount remaining,
2. Progress of each project, and any measurable outcomes related to the Five Points Jazz programming. These reports will help track the success of the initiatives and ensure that the funding is being utilized effectively to achieve the desired outcomes.

DAV and the Contractor shall determine how to handle single event reporting prior to activation which may include information such as attendance, demographics, survey response data, photography, videos, and testimonials. Parties may mutually agree that in some instances an event report is not required.

Exhibit B
Payment Schedule

Invoicing:

Grantee may send initial invoice to DAV upon full execution of the contract.

Payment Terms:

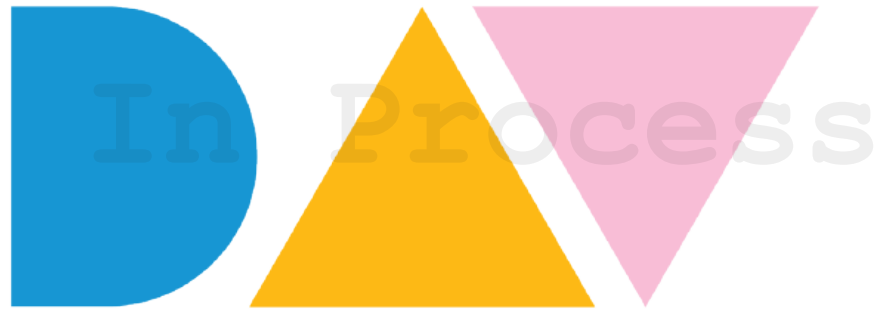
-Fifty percent (50%) of payment shall be due net-10, meaning payment will be issued on the tenth day following receipt and approval of a complete and responsive invoice and upon full execution of the agreement.

-Remaining fifty percent (50%) will be invoiced on or after June 20, 2025 and due net-30 upon receipt of full and responsive invoice and Denver Arts & Venues (DAV) approval, meaning payment will be issued on or after July 20, 2025.

In Process

Exhibit C

Logos



GRANT AGREEMENT FOR STAND PROGRAM

THIS GRANT AGREEMENT, is made and entered into as of _____, 2025 (including any exhibits and amendments hereto) (the "Agreement"), between the DENVER URBAN RENEWAL AUTHORITY (together with any successors thereto, the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado, located at 1555 California Street, Suite 200, Denver, Colorado 80202 and FIVE POINTS BUSINESS IMPROVEMENT DISTRICT (together with any successors thereto, the "Grantee"), a business improvement district organized under the laws of the State of Colorado, located at 2590 Welton Street, Suite 200, Denver, Colorado 80205.

Section 1. DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Certification for Payment" means a written request for a disbursement of Grant Funds, together with other relevant supporting documentation, in the form set forth on Exhibit A (the "Certification").

"Eligible Grant Costs" mean those costs paid or incurred with respect to the Project.

"Grant Award" means Forty-Eight Thousand Three Hundred Ninety Dollars (\$48,390.00), which is the total amount of Grant Funds to be disbursed as Eligible Grant Costs incurred with respect to the Project and approved by the Authority pursuant to a Certification of Payment.

"Grant Funds" mean those funds authorized by the Authority for disbursement as Eligible Grant Costs as evidenced by the approval of a Certification of Payment.

"Project" means the undertakings and activities of the Grantee pursuant to the Submittal.

"Project Budget" means the budget setting forth the Eligible Grant Costs attached as Exhibit C to this Agreement.

"Submittal" means the Grantee's proposed narrative and further specifications regarding the Project, attached as Exhibit B to this Agreement.

Section 2. PROJECT AND USE OF GRANT FUNDS

Section 2.01. General Guidelines. (a) The Grantee agrees to undertake the Project in accordance with the Submittal and the Project Budget and in conformance with all applicable laws, regulations and this Agreement. The Grantee agrees that any material change in the Submittal may be undertaken only upon prior written approval by the Authority.

(b) The Grantee agrees that any Grant Funds shall be used solely to pay the Eligible Grant Costs paid or incurred in connection with the Project.

(c) Completion of the Project must occur within twelve (12) months following the execution of this Agreement.

Section 3. AUTHORITY FINANCING

Section 3.01. Grant Award; Authority's Disbursement Obligation. The Authority hereby approves the Grant Award. The Grant Award shall be disbursed as Grant Funds in amounts not to exceed the Eligible Grant Costs indicated on the Certification of Payments. In no event shall the Authority be obligated to pay amounts hereunder in excess of the Grant Award.

Section 3.02. Certification for Payment. The Grantee shall provide the Authority Certification for Payments during the course of the Project. Each Certification for Payment shall indicate the Eligible Grant Costs for the relevant period preceding such Certification for Payment and such other information as the Authority may from time to time require, including evidence substantiating Eligible Grant Costs on which the Certification for Payment is based.

Section 3.03. Disbursement. The Grant Funds shall be disbursed by the Authority to the Grantee or to the contractor or vendor, in the Authority's discretion, unless otherwise mutually agreed, within ten (10) business days after approval of each Certification.

Section 3.04. Access; Authority's Right of Inspection. The Grantee hereby grants the Authority and its agents a license to enter the Property at all reasonable times that they deem necessary for the purpose of determining compliance with this Agreement, including, without limitation, visual inspection of the Project.

Section 3.05. Periodic Reporting. Grantee shall provide periodic reports including information on performance outcomes in accordance with the terms of the Submittal.

Section 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties by the Grantee. The Grantee represents and warrants that:

(a) The Grantee is not in violation of any laws of the State of Colorado, has power and legal right to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action.

(b) There is no litigation, proceeding or investigation involving the Grantee or its officers or directors, including but not limited to any litigation or proceeding contesting the power or authority of the Grantee with respect to the Project or this Agreement.

(c) The Grantee (i) if a tenant, has acquired the written consent of its landlord to commence the Project, pursuant to the Property Owner Approval Form attached as Exhibit D hereto or (ii) holds fee simple title to the Project.

(d) Any construction involved in the Project and the contemplated uses and occupancies thereof (including signage) shall comply with all applicable laws, rules, regulations, zoning and land use restrictions, and any permits or other authorizations which may be required to complete the Project have been obtained by the Grantee.

Section 5. GENERAL COVENANTS

Section 5.01. Insurance. The Grantee shall provide the Authority with certificates of insurance, reasonably satisfactory to the Authority, with coverage for damage or destruction, general liability and worker's compensation. Such insurance may be purchased by either or

both the Grantee and the contractor(s) undertaking the Project. General liability insurance shall list the Authority as an additional insured and each insurance policy must require at least thirty (30) days written notice to the Authority prior to cancellation or any change in coverage.

Section 6. INDEMNITY

Section 6.01. General Indemnity. The Grantee covenants and agrees, at its expense, to pay, and to indemnify, defend and hold harmless the Authority, and its board of commissioners, officers, agents, employees and attorneys (collectively, the "Indemnified Parties") of, from and against any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs) and liabilities resulting directly or indirectly from any conduct or activities with respect to the Project. Such indemnity shall include, without limitation, environmental liabilities and liabilities under the Americans with Disabilities Act. Notwithstanding any other provision hereof, this Section 6.01 and the obligations hereunder shall survive termination of this Agreement until the running of the longest applicable statute of limitations.

Section 7. TERMINATION

Section 7.01. Termination. The Authority may terminate this Agreement upon any failure by the Grantee to comply with the terms of this Agreement as determined by the Authority in its sole discretion. Except as provided in Section 8.04, the Agreement shall terminate automatically upon the earlier of the disbursement of the full amount of the Grant Award or (b) twelve (12) months following the execution of this Agreement..

Section 8. MISCELLANEOUS

Section 8.01. Authority Not a Partner; Grantee Not Authority's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority shall not be deemed or constituted a partner or joint venturer of the Grantee, the Grantee shall not be the agent of the Authority, and the Authority shall not be responsible for any debt or liability of the Grantee.

Section 8.02. Severability. If any provision, covenant, agreement or portion of this Agreement, or its Certification to any person, entity or property, is held invalid, such invalidity shall not affect the Certification or validity of any other provisions, covenants or portions of this Agreement.

Section 8.03. Nonliability of Authority Officials and Employees. No commissioner, official, employee, agent or consultant of the Authority shall be personally liable to the Grantee for any monies to be disbursed under this Agreement.

Section 8.04. Remedies. In the event that the Grantee fails to comply with the provisions of this Agreement, then the Authority may, following written notification to the Grantee, (a) require the Grantee to return to the Authority the aggregate amount of all Grant Funds dispersed to Grantee immediately upon written notice; (b) terminate this Agreement and the disbursement of any remaining Grant Award; (c) seek any available remedy at law; or (d) seek enforcement of the Grantee's obligations hereunder by any equitable remedies, such as specific performance or injunction. This Section 8.04 shall remain in effect so long as any other provision of this Agreement is effective.

Section 8.05. Anti-Discrimination. The Grantee agrees that in any activities undertaken pursuant to this Agreement, the Grantee shall not discriminate based on race, color, religion, national origin, ethnicity, gender, age, sexual orientation, gender identity, gender expression, marital status, military status, protective hairstyle, or disability.

Section 8.06. Limitation on Assignment. The Grantee shall not assign its rights or duties and obligations pursuant to this Agreement without the prior written consent of the Authority, and any purported assignment without consent of the Authority shall be null and void.

Section 8.07. Applicable Law. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to the choice of law principles. Venue for any action or dispute arising hereunder shall be in the District Court for the City and County of Denver, Colorado.

Section 8.08. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery or mailed by certified or registered mail, postage prepaid, addressed to the appropriate party at the address set forth above or at such other address as any party hereto shall designate in writing to the other party hereto.

IN WITNESS WHEREOF, the Authority has caused these presents to be executed in its corporate name; and the Grantee has caused these presents to be executed by its duly authorized general partner, as of the date first above written.

DENVER URBAN RENEWAL AUTHORITY

By: _____
Tracy Huggins
Executive Director

GRANTEE

By: _____
Name: _____
Title: _____

EXHIBIT B
SUBMITTAL

EXHIBIT C
PROJECT BUDGET

EXHIBIT D

PROPERTY OWNER APPROVAL FORM

THIS PROPERTY OWNER APPROVAL FORM, dated as of _____, 2025, by [NAME OF PROPERTY OWNER] (the "Property Owner"), as owner of the Property on which the Project, as defined in the foregoing Agreement, is being undertaken by the Grantee, and the address and legal description of which is as follows:

The Property Owner will benefit from the Project and the Grant Award by the Authority;

In consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner agrees as follows:

Property Owner hereby acknowledges the benefit conferred upon it by the improvements contemplated in the foregoing Agreement, acknowledges the incorporation of this Approval Form into such Agreement and consents to the construction of the improvements. Property Owner agrees that it will not increase the rent paid by Grantee solely on the basis of the improvements to the premises made pursuant to the Project.

In the event that the Property Owner grants, sells or otherwise transfers any interest in the Project, Property Owner shall condition such grant, sale or transfer upon the written agreement by the transferee of approval of the Agreement.

Dated this ____ day of _____, 2025.

PROPERTY OWNER

By: _____
[Name of Property Owner]

Project Description: Five Points/Welton Corridor Beautification Project

Applicant: Five Points Business Improvement District (BID)

Administering Agency: Denver Urban Renewal Authority (DURA)

Project Location: Welton Street Corridor, Denver, Colorado (Between 20th Street and 30th Street)

Purpose: Preservation and Enhancement of Community Culture and Heritage

Organization/Business Overview

The Five Points Business Improvement District (BID) serves as the central engine for the revitalization and sustainable growth of Denver's historic Five Points neighborhood, focusing on the Welton Street corridor. Anchored by a rich cultural legacy, Five Points has been a hub for African American arts, music, and community for over a century, and the BID is committed to preserving and enhancing that heritage while fostering economic development and inclusivity.

Our mission is to support equitable development, enhance safety, and promote the unique cultural identity of the Five Points area. We achieve this through initiatives that directly benefit local businesses, attract investment, and improve the overall quality of life for residents, visitors, and stakeholders. The Five Points BID manages various community-focused programs, including enhanced maintenance, beautification projects, public safety measures, and marketing initiatives to showcase the vibrancy of the Welton corridor.

The BID operates with a strong network of community stakeholders, including legacy business owners, local entrepreneurs, and engaged residents. This collaboration ensures that our projects and initiatives reflect community values, encourage participation, and drive positive change that benefits everyone. To support these efforts, we provide professional services such as marketing, events coordination, and strategic planning, all with the goal of attracting visitors, businesses, and developers who align with the area's vision for responsible and culturally aware growth.

Our board members and staff bring a wealth of experience in community engagement, urban development, finance, and cultural programming, making the Five Points BID a powerful advocate for this historic neighborhood. By working closely with the city of Denver, local businesses, and community organizations, the BID is positioned to lead Five Points into a future that respects its past while embracing new opportunities for a thriving, inclusive community.

Project Overview:

The Five Points Business Improvement District (BID) respectfully submits “**The Five Points/Welton Corridor Beautification Project**” proposal to the Denver Urban Renewal Authority (DURA) for a grant to fund the “Five Points/Welton Corridor Beautification Project”. The project aims to preserve and celebrate the cultural legacy of Denver’s historic Five Points neighborhood while revitalizing Welton Street to encourage tourism, community pride, and economic growth. This beautification project will be a vibrant homage to the cultural identity and heritage of Five Points, often known as the "Harlem of the West" for its rich history of African-American culture, jazz, and social influence.

The beautification project involves two key components:

1. Mural Installations

The Five Points BID has identified five walls along the Welton Street corridor as sites for vibrant murals, each selected to celebrate and honor the neighborhood’s unique legacy of jazz and African-American cultural contributions. In addition, two existing murals on the corridor will be refurbished to enhance their aesthetic. These murals will not only beautify the area but also offer a platform for local artists to showcase their talents and foster community engagement.

To ensure the murals reflect the spirit of Five Points, the BID plans to issue a formal Request for Proposals (RFP). The RFP will be circulated to the local arts community, inviting artists to submit renderings and concepts for murals that capture the essence of Five Points’ heritage. The BID will seek submissions that tell stories of the neighborhood’s jazz roots, influential community leaders, and the dynamic African-American contributions that have shaped Five Points. A panel composed of community members, art professionals, and local historians will review and select proposals to ensure the murals resonate with both historical accuracy and contemporary artistic vision.

The RFP process will emphasize opportunities for artists who live in or have connections to Five Points, further enriching the neighborhood’s cultural tapestry. Selected artists will work with the BID and community stakeholders to refine their designs, encouraging collaboration that ensures each mural contributes to a cohesive, meaningful visual narrative along Welton Street.

Upon completion, the mural project will culminate in a ceremony presentation, inviting residents, business owners, local leaders, and visitors to join offering an immersive introduction to the new murals and the artists behind them.

Long-Term Impact of the Murals

The murals will reinforce the corridor's position as both an artistic landmark and a cultural destination for locals and visitors alike. They will provide a visually stunning backdrop that draws people to the area, fostering foot traffic and engagement with the neighborhood's businesses and public spaces. Over time, these murals will contribute and enhance the cultural identity and economic vitality of Five Points, enhancing the corridor's appeal and creating a lasting connection between the neighborhood's storied past and its promising future.

Mural #1 - 2485 Welton Street (Former True Value Hardware Building)



Please note, the mural image is a concept and not a final design

Mural # 2 - 2501 Welton Street (Former Deep Rock Water Storage)



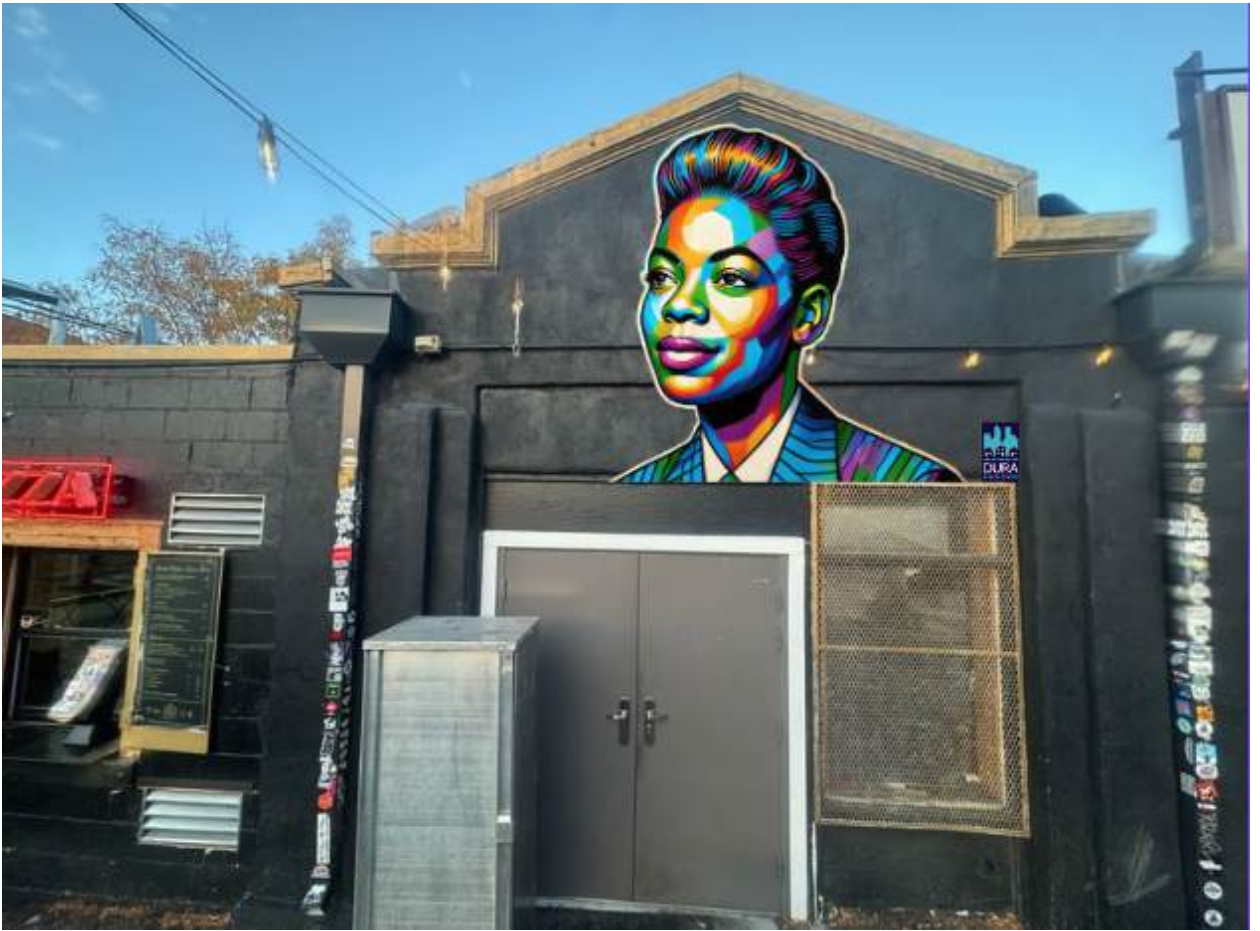
Please note, the mural image is a concept and not a final design

Mural # 3 613 27th St - Deep Rock Water



Please note, the mural image is a concept and not a final design

Mural # 4 715 E 26th AVE



Please note, the mural image is a concept and not a final design

Mural # 5 3003 Welton Street



Please note, the mural image is a concept and not a final design

Mural #6 2801 Welton St - (Mural refurbish project)



Mural #7 601 30th St - (Mural refurbish project)



2. Tree and Flower Planter Installation

The second component of the Five Points/Welton Corridor Beautification Project is the installation of tree and flower planters along the west sidewalk between 20th and 21st Streets on Welton Street. This component will introduce much-needed greenery to the southern section of the Welton corridor, which currently lacks any tree or floral elements, contrasting with the northern end where trees are planted between 25th and 28th Streets on Welton Street. By installing planters, the Five Points BID aims to support the continual transformation of Welton Street into a vibrant, visually appealing atmosphere that invites residents, visitors, and patrons to linger and enjoy.

The Five Points BID currently owns tree planters that can be placed in the desired locations and is requesting funds to cover the costs of contracting an architect/engineer to create the drawings required by the city and submit an encroachment application for the permanent placement of the planters.

Aerial View of potential placement of 5 trees and planters at 2099 Welton





The Five Points BID owns and maintains tree planters and tree planters that are currently placed on 27th and Clarkson Street. The funds from the DURA grant would be used to cover the cost of paying an architect/engineer to complete a required encroachment application to permanently place the trees on Welton Street between 20th and 21st Streets.



Above is a picture of trees that the Five Points BID owns and maintains near "The Point" at 27th and Welton.

Requested amount: \$48,390

Five Points BID Beautification Project Budget		
	Mural Project	
	5 New Murals - (Rate - \$100 per sq foot) - Artist budget	\$32,500
	2 Refurbished murals (Rate \$50 per sq foot) - Artist fee	\$6,000
	Tree Planter Project (Please note the Five Points BID currently owns trees/tree planters and is requesting the funds to cover the costs of a design survey and site plan required by the City to permanently place planters on the sidewalk.)	
	Design Survey - ROW	\$3,250
	Engineered Site Plan Exhibit	\$1,890
	Survey Encroachment Description //Illustrations	\$1,750
	Planter installation fee	\$3,000
	Total requested grant	\$48,390

Five Points / Welton Corridor Beautification Project Timeline	
Award notification	12/31/2024
Public posting of RFP for muralist submissions	1/31/2025
Outreach and call for community members to participate on the Community Board Muralist Selection Committee	1/31/2025
Community Selection Committee acceptance notification	2/21/2025
Muralist proposal submission deadline	2/28/2025
Muralist RFP - Community Board review meeting	3/7/2025
Artist selection notification	3/14/2025
Mural permit submission to the city	3/28/2025
"Mural paint week' and Tree planter installation	5/15/2025
Mural presentation ceremony	6/7/2025
Project report submission to DURA	8/7/2025
2nd project report submission to DURA	12/1/2025

Project Goals and Outcomes

The Five Points Corridor Beautification Project aligns closely with DURA's mission to stabilize and sustain neighborhoods by delivering unique, targeted, and impactful improvements that honor the Five Points community's past, meet present needs, and build a sustainable future. Through curated public art and landscaping, this project will help achieve the following:

- 1. Preserving Community Identity and Pride**

As a historically rich and culturally diverse neighborhood, Five Points holds a unique place in Denver's identity. This beautification project, with its homage to Five Points' cultural icons and heritage, directly supports DURA's goal of community stabilization by preserving the identity and stories that give the neighborhood its strength and appeal. By elevating this identity through public art, the project will instill pride among residents, fostering a deeper sense of connection to the neighborhood and contributing to social cohesion.

- 2. Revitalizing Welton Street for Economic Sustainability**

A revitalized and beautified corridor will act as a catalyst for increased foot traffic and economic activity along Welton Street. By attracting more visitors, the project will boost local businesses and contribute to job stability within the community, making Five Points an economically resilient and self-sustaining area.

- 3. Creating Opportunities for Local Artists and Community Engagement**

Contracting local artists for the creation and refurbishment of murals directly empowers community members, providing them with professional opportunities to showcase their work and contribute to their community. This inclusion of local artists not only stimulates economic opportunity but also creates a sense of ownership and shared investment in the corridor's beautification. Through this, the project meets DURA's goal of creating impactful outcomes for grant fund recipients and local residents, fostering community pride and active engagement in neighborhood improvements.

- 4. Enhancing Public Spaces to Build a Safe and Attractive Community**

The addition of tree planters will transform the Welton Street corridor into a welcoming public space that encourages residents and visitors to spend time enjoying the area safely. Studies show that clean, well-maintained, and artistically enriched spaces help reduce vandalism and encourage positive community interactions. By creating a visually appealing environment, the project will contribute to neighborhood stabilization by cultivating a safe, attractive, and engaging public space for people of all backgrounds to gather and connect.

- 5. Supporting Long-Term Resilience and Cultural Preservation**

The reflective murals are more than beautification measures—they serve as enduring reminders of the heritage that Five Points has contributed to Denver. This project, by embedding these elements within the urban landscape, will help ensure that the cultural legacy of Five Points remains alive and accessible for future generations. By fostering cultural resilience, the project supports DURA's aim to create sustained, long-term impact in communities.

Project Outcome Reporting for the Five Points/Welton Corridor Beautification Project

To ensure accountability and provide valuable insights, the BID will deliver two detailed project reports to DURA. These reports will not only showcase the progress and outcomes of the project but will also serve as a basis for future community development initiatives.

1. Reporting Timeline

- **First Report Due Date:** August 7, 2025
- **Second Report Due Date:** December 1, 2025

2. Content of Reports

Both reports will include the following elements to provide a thorough overview of the project outcomes:

A. Visual Documentation

The reports will feature high-resolution pictures showcasing the added beautification elements, including the murals, tree and flower planters. These images will illustrate the transformation highlighting before-and-after comparisons to emphasize the impact of the enhancements.

B. Community Survey Results

A key aspect of the reports will be feedback gathered from a comprehensive survey distributed to community members, including business owners, property owners, and residents. This survey will assess their satisfaction with the improvements, perceived benefits, and suggestions for future enhancements. The survey results will provide qualitative data reflecting community sentiment, offering insights into how the beautification project has influenced their engagement and interaction with the corridor.

C. Foot Traffic Analysis

To provide objective data on the impact of the project, both reports will include an analysis of foot traffic patterns along the Welton Street corridor, using data provided by Placer.ai.



Jeff Fard
brother jeff's Cultural Center
2836 Welton St.
Denver, CO. 80205
brotherjeff1@earthlink.net
303-297-0823
11/6/2024

Letter of Recommendation for the Five Points/Welton Corridor Beautification Project

Dear Denver Urban Renewal Authority,

I am writing to express my support for the Five Points Business Improvement District (BID) and their proposed Five Points/Welton Corridor Beautification Project. I have witnessed firsthand the positive impact that community-focused revitalization initiatives can have on neighborhoods and their residents. This project is an exemplary effort that aligns with these transformative goals and promises to honor the rich cultural heritage of Five Points while fostering economic growth and community pride.

I fully support the Five Points BID's vision for revitalizing the Welton corridor and believe this project is a vital investment in the cultural and economic sustainability of the Five Points community. I encourage DURA to consider this project for funding, as it will have a lasting, positive impact on the neighborhood and its residents.

Thank you for your consideration.

Sincerely,
Jeff Fard
Founder
brother jeff's Cultural Center
brotherjeff1@earthlink.net
303-297-0823



November 7, 2024

Subject: Letter of Recommendation for the Five Points/Welton Corridor Beautification Project

Dear Denver Urban Renewal Authority,

I am writing to express my support for the Five Points Business Improvement District (BID) and their proposed Five Points/Welton Corridor Beautification Project. I have witnessed firsthand the positive impact that community-focused revitalization initiatives can have on neighborhoods and their residents. Having reviewed this project and the proposal from the BID, I know that implementation of this project will not only beautify our beloved neighborhood, but will engage residents, visitors and others in learning more about the rich history of the Five Points neighborhood.

As a leader of one of the institutions along the Welton Corridor that engages in the community in numerous ways and a community partner of the Five Points BID, I fully support the BID's vision for revitalizing the Welton corridor. I firmly believe this project is a vital investment in the cultural and economic sustainability of the Five Points community. I encourage the Denver Urban Renewal Authority to consider this project for funding, as it will have a lasting, positive impact on the neighborhood and its residents.

Thank you for your consideration. Feel free to contact me if you have any questions concerning this letter and my support.

Sincerely,

A handwritten signature in black ink that reads "Jameka B. Lewis". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Jameka B. Lewis
Branch Supervisor
Blair-Caldwell African American Research Library
2401 Welton St.
Denver, Colorado 80205
jlewis@denverlibrary.org
720-865-2402 (o)

Curtis Park Neighbors RNO
757 E 20th Ave, Suite 370
Denver, CO 80205

7 Nov 2024

Subject: Letter of Recommendation for the Five Points/Welton Corridor Beautification Project

Dear Denver Urban Renewal Authority,

On behalf of the Curtis Park Neighbors' Board of Directors we are writing to express our support for the Five Points Business Improvement District (BID) and its proposed Five Points/Welton Corridor Beautification Project. We have witnessed firsthand the positive impact that community-focused revitalization initiatives can have on neighborhoods and their residents. This project is an exemplary effort that aligns with these transformative goals and promises to honor the rich cultural heritage of Five Points while fostering economic growth and community pride.

We fully support the Five Points BID's vision for revitalizing the Welton corridor and believe this project is a vital investment in the cultural and economic sustainability of the Five Points community. We encourage DURA to consider this project for funding, as it will have a lasting, positive impact on the neighborhood and its residents.

Thank you for your consideration.

Sincerely,

Stephen M Bennett

Stephen Bennett
President
Curtis Park Neighbors
Stephen@curtispark.org
720-360-6073

CSG COST PROPOSAL FOR FIVE POINTS BUSINESS IMPROVEMENT DISTRICT, 2025

CSG MAINTENANCE SERVICES	UNIT OF MEASURE	HOURLY PRICE	TOTAL LABOR HOURS	PRICE/UNIT	NUMBER OF ITEMS	QUANTITY OF SERVICE/YEAR
SURFACE CLEANING, INCLUDES LITTER, GRAFFITI REMOVAL, WEED REMOVAL, WIPE DOWN, GRATE CLEANING, TRASH REMOVAL	PER CORRIDOR	\$48.50	4	\$194.00	365	\$70,810.00
PRESSURE WASHING CORRIDOR	PER CORRIDOR	\$95.00	10	\$950.00	4	\$3,800.00
LIGHTING AUDIT (WEEKLY)	PER UNIT/TIME	\$50.00	1	\$50.00	52	\$600.00
STORAGE	PER UNIT/TIME	\$215.00	1	\$215.00	12	\$2,580.00
TOTAL						\$77,790.00

WORK ORDER/ADDITIONAL SERVICES	UNIT OF MEASURE	HOURLY PRICE	TOTAL LABOR HOURS	PRICE/UNIT	NUMBER OF ITEMS	QUANTITY OF SERVICE/YEAR
GRAFFITI REMOVAL/PRIVATE PROPERTY	PER AREA/TIME	\$65.00	1	\$65.00	1	\$65.00
IRRIGATION START UP	PER UNIT/TIME	\$85.00	4	\$900.00	1	\$900.00
IRRIGATION WINTERIZATION	PER UNIT/TIME	\$85.00	4	\$750.00	1	\$750.00
IRRIGATION REPAIRS	PER UNIT/TIME	\$85.00	1	\$85.00	1	\$85.00
TRASH RECEPTACLE/BIKE RACK INSTALLATION/REPAIR	PER UNIT/TIME	\$50.00	2	\$100.00	23	\$2,300.00
INSTALLATION/REMOVAL BANNERS	PER UNIT/TIME	\$50.00	0.25	\$12.50	20	\$250.00
INSTALLATION/REMOVAL XCEL BANNERS (without hardware)	PER UNIT/TIME	\$180.00	0.5	\$90.00	77	\$6,930.00
XCEL BANNER HARDWARE PER POLE	PER UNIT/TIME	\$140.00	1	\$140.00	77	\$10,780.00
INSTALLATION/REMOVAL HOLIDAY LIGHTS	PER UNIT/TIME	\$50.00	16	\$800.00	2	\$1,600.00
SNOW REMOVAL PER SNOW EVENT	PER UNIT/TIME	\$50.00	24	\$1,200.00	18	\$21,600.00

TEST PROPOSAL FOR MAINTENANCE

CSG MAINTENANCE SERVICES	UNIT OF MEASURE	HOURLY PRICE	TOTAL LABOR HOURS	PRICE/UNIT	NUMBER OF ITEMS	QUANTITY OF SERVICE/YEAR
SURFACE CLEANING, INCLUDES LITTER, GRAFFITI REMOVAL, WEED REMOVAL, WIPE DOWN, GRATE CLEANING, TRASH REMOVAL	PER CORRIDOR	\$48.50	4	\$194.00	260	\$50,440.00
PRESSURE WASHING CORRIDOR	PER CORRIDOR	\$95.00	10	\$950.00	12	\$11,400.00
LIGHTING AUDIT (WEEKLY)	PER UNIT/TIME	\$50.00	1	\$50.00	52	\$600.00
STORAGE	PER UNIT/TIME	\$215.00	1	\$215.00	12	\$2,580.00
TOTAL						\$65,020.00

WORK ORDER/ADDITIONAL SERVICES	UNIT OF MEASURE	HOURLY PRICE	TOTAL LABOR HOURS	PRICE/UNIT	NUMBER OF ITEMS	QUANTITY OF SERVICE/YEAR
GRAFFITI REMOVAL/PRIVATE PROPERTY	PER AREA/TIME	\$65.00	1	\$65.00	1	\$65.00
IRRIGATION START UP	PER UNIT/TIME	\$85.00	4	\$900.00	1	\$900.00
IRRIGATION WINTERIZATION	PER UNIT/TIME	\$85.00	4	\$750.00	1	\$750.00
IRRIGATION REPAIRS	PER UNIT/TIME	\$85.00	1	\$85.00	1	\$85.00
TRASH RECEPTACLE/BIKE RACK INSTALLATION/REPAIR	PER UNIT/TIME	\$50.00	2	\$100.00	23	\$2,300.00
INSTALLATION/REMOVAL BANNERS	PER UNIT/TIME	\$50.00	0.25	\$12.50	20	\$250.00
INSTALLATION/REMOVAL XCEL BANNERS (without hardware)	PER UNIT/TIME	\$180.00	0.5	\$90.00	77	\$6,930.00
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SNOW REMOVAL PER SNOW EVENT	PER UNIT/TIME	\$50.00	24	\$1,200.00	18	\$21,600.00

Five Points BID Project Plan & Status

Project	Status	Comments	Outcomes
Events		The Five Points BID will be sponsoring a series of events aimed at activating the corridor with cultural programming while driving foottraffic into businesses. The Five Points BID has engaged Conjure Productions as an event producer, PR Specialist who will work to coordinate the organization of cultural events along the corridor. The BID is also working closely with Curtis	
Five Points Jazz Roots	In progress 1. Event completion Feb 22 2. Outcomes report will be delivered on April 9, 2025 Five Points BID Board meeting	Jazz Roots will occur on Sat Feb 15 & Sat Feb 22. Featuring live bands in venues, tours of the BCL and an artist showcase & market	Placer.ai report: Venue/Business Survey: Website report: Social media report:
St. Paddy's Day Pet Parade & Bar Crawl	In progress 1. Event completion March 15. 2. Outcome report to be delivered on May 14, 2025 during Five Points BID Board Meeting	The St. Paddy's Day Pet Parade & Bar Crawl will occur on Saturday March 15, 2025. The event in its 2nd year welcomes families to march with their pets from 29th and Welton to Sonny Lawson Park, followed by a bar crawl which will activate 6-10 five points venues with DJs. The event is facilitated in partnership w/ Curtis Park Neighbors	Placer.ai report: Venue/Business Survey: Website report: Social media report:
First Friday Five Points Jazz Hop	In progress 1. Event completion Dec 5 2. Outcome report will begin monthly on June 11, 2025 during Five Points BID Board Meeting	FFFPJH will commence on 4/2/2025, activating venues along the Welton corridor with live jazz performances. FPBID has contracted Conjure Productions as the event producer and engaged venues to participate. Funding for the program will be secured from Denver Arts & Venues, the SOW for the program is being developed	Placer.ai report: Venue/Business Survey: Website report: Social media report:
Walls of Welton	In planning 1. Event completion June 7. 2. Outcome report will be delivered on July 9, 2025 during Five Points BID Board Meeting	The Five Points BID secured a \$48,390 grant from DURA to pay for the installation/creation of murals along the Welton Corridor. The BID will organize a mural selection committee to identify muralist and concepts to be created. The BID will also work with property owners to identify walls to be painted. The Walls of Welton is tentative set to occur on Saturday June 7, when the murals will be unveiled to the public	Placer.ai report: Venue/Business Survey: Website report: Social media report:
Five Points Jazz in the Park	In progress 1. Event completion Oct 3. 2. Outcome report will begin monthly on June 7 during Five Points BID Board Meeting.	The Five Points BID supported the organization of the Sonny Lawson Park Coalition, which consists of Central Baptist Church, Blair Caldwell Library, Mo Betta Greens Market and Curtis Park Neighbors who will organize a monthly concert series in Sonny Lawson Park, a farmers market and other cultural activities.	Placer.ai report: Venue/Business Survey: Website report: Social media report:
Welton Street Music Festival	In planning 1. Event completion on Aug 16 2. Outcome report will be delivered on Sept 10 during Five Points BID Board Meeting.	The Five Points BID and Conjure Productions are planning a music festival which will occur on Saturday August 16, 2025. Similar to the Urban Music Showcase, which occurs on South Broadway, the event will keep Welton St. while activating 6-10 venues and spaces along with corridor with live music and entertainment. The BID is currently engaging sponsors to fund the event	Placer.ai report: Venue/Business Survey: Website report: Social media report:
Juneteenth Music Festival	In progress 1. Event completion on June 15. 2. Outcome report to be delivered on Sept 10 during Five Points BID Board Meeting.	Organized by JMF Corporation, Juneteenth Music Festival will occur on Saturday and Sunday June 14-15 and will close Welton Street to cars and halt light rail service. The event is in its 14th year of operation. The festival attracts 45,000 people over 2 days, and celebrates Juneteenth.	
Five Points Chalk Art	In Planning 1. Event completion in mid-September date (TBD) 2. Planning status report to be delivered during May 14, 2025 Five Points BID Board Meeting	Five Points Chalk Art is a new program which will occur in mid-september, date TBD, inviting families to participate in creating chalk art on the sidewalks of Welton Street in front of businesses and Five Points Landmarks. The program will also engage professional chalk artists to create five points relevant art on the street scape.	Placer.ai report: Venue/Business Survey: Website report: Social media report:
Five Points Holiday Jazz Jam	In Planning 1. Event completion on Dec 12. 2. Outcome report to be delivered on Jan 14, 2026 Five Points BID Board Meeting	The Five Points Holiday Jazz Jam, will occur on Friday December 12, 2025, is holiday celebration which will align with the installment of holiday lights on the Welton Corridor, activating 6-10 businesses with live jazz bands performing holiday tunes. The event will also encourage attendees to donate gifts for local toy drives.	Placer.ai report: Venue/Business Survey: Website report: Social media report:

Five Points BID Project Plan & Status

Project	Status	Comments	Outcomes
Marketing			
		The Five Points BID has committed to provide supplemental marketing efforts through initiating campaigns which raise the visibility of operating businesses with in the District.	
Faces of Five Points Marketing Campaign	In progress 1. Venue business survey results to be delivered on March 12, 2025 Five Points BID Board Meeting. 2. Five Points BID staff will seek input from the BID Board during the March 12, 2025 Five Points BID Board Meeting if the campaign should continue during the spring/summer season	Initiated a campaign called "Faces of Five Points" which consists of marketing videos highlighting businesses along the Welton corridor which have been shared on the Five Points BID's Instagram, Facebook and Tik Tok page - to date 20 videos have been created	Venue/business Survey
Business coupon mailer	In progress 1. Venue business survey results to be delivered on March 12, 2025 Five Points BID Board Meeting. 2. Five Points BID staff will seek input from the BID Board during the March 12, 2025 Five Points BID Board Meeting if the campaign should continue during the spring/summer season	Created a Five Points Business Coupon highlighting discounts offered by businesses along the Welton corridor. 1600 fliers were created and inserted into the Curtis Park Times in December of 2024	Venue/business Survey
Five Points BID website redesign	Not started 1. Redesign firm to be identified by March 31, 2025 2. Goal for Fivepointsbid.com website to be redesigned by June 15, 2025	Per the 2024 operational budget, The Five Points BID allocated \$5,000 for the redesign of the Five Points BID website. The Five Points BID plans to complete the redesign by June of 2025. New site functionalities will include an interactive map which list active businesses and leaseable storefronts	
Special Projects			
Five Points / Lot itemization	In progress 1. Database to be completed by March 15, 2025. 2. Engage commercial broker to represent multiple property owners by June 15, 2025.	The Five Points BID's Special Projects coordinator has built a database of current property owners within the district. The goal of the project is to provide capability for the district to communicate and align advancement efforts of the corridor. The Five Points BID is also working to engage a commercial broker who can potentially represent multiple property owners.	
Historical marker replacements	In progress 1. Historic markers will be repaired by April 15, 2025	The Five Points BID engaged Spa Day, a local design agency to complete the design and printing of historical markers along the Welton Corridor. Installation is expected to be completed by April	
University of Denver - Five Points class	In progress	For the winter quater, the University of Denver initiated a class through the School of Communication consisting of 30 students who are currently interviewing Five Points stakeholders with the goal of delivering the Five Points BID solutions to advance the Welton corridor. The program will continue during the spring quarter hosting a class of 50 students.	
Five Point Re-Vision / L Line	In progress	The Five Points BID drafted a white paper which outlines the benefits of re-imagining Welton street as a 2-way street, transit hub, removing the Lightrail tracks, and redirecting bus lines along the corridor. In October of 2024, the Executive Director met with the general manager of RTD. In November of 2024, the District hosted a community meeting regarding the concept. The Executive Director of the BID is in communication w/ Director of DOTI and working to schedule a meeting in February. Darrell Watson, is also in support of the re-vision and has met with Lightrail seperately	
Fundraising Grants & Sponsorships			
DURA Grant	Completed	The Executive Director has set a goal to raise \$200,000 through grants and sponsorship which will support the District's operational capacity, marketing and programming	

Five Points BID Project Plan & Status

Project	Status	Comments	Outcomes
DURA	In progress	In September of 2024, the Executive Director of the Five Points BID attend a grant information session conducted by DURA regarding STAND grants. In October 2024, the Five Points BID alerted Five Points BID stakeholders of the grant opportunities. In December of 2024, DURA awarded STAND grants to Marble Empire, Urban Sanctuary, Moyo Cultural Center and the Five Points BID. The Executive Director is meeting with DURA on 2.25.2025 to explore more opportunities to find resources which can support the Welton Corridor. Specifically, looking to identify grants to cover gaps for spaces needing tenant improvements to attract commercial businesses	
DEDO	In progress	The Executive Director of the Five Points BID met w/ Adeeb Khan, director of DEDO on 2.5.2025. In 8-12 months, DEDO will open a fund (formerly the Herman Malone Fund) which will be aimed at supporting small businesses. Currently DEDO does not have other resources which can support small business development in Five Points	
What's Happening Restuarant & Bar	In progress	Currently the owner of What's Happening Restuarant & Bar is seeking support to install a hood which would allow her to operate a restuarant. The Five Points BID connected the owner with the Colorado Enterprise Fund and continues to search for resources	
Maintenance			
CSG - Maintenance Schedule Review	In progress 1. Feb - March 2025 (review of maintenance schedule) w/ reduction of service from 7 days per week to 5 days per week. 2. Feb - March 2025 CSG will initiate monthly power washing of sidewalks on the corridor to determine effectiveness	The Five Points BID Excutive Director is currently reviewing the current maintenance schedule regarding cleaning of the corridor 7 days a week with 4 people. During Feb and March of 2025, CSG will reduce the schedule to 4 days per week (M,W,F,Sat,and Sun) to determine if the new proposed scheduled is sufficient moving forward. CSG will also increase power washing services from quarterly cleaning to monthly. The new proposed schedule will reduce annual cost of cleaning and power washing from \$76,800 to \$63,400	
CSG - Maintenance Contract	In Progress 1. Following the service reduction in Feb & March of 2025, The Five Points BID will enter into a new service agreement with CSG on April 15, 2025		

**MUSIC,
ART &
CULTURE**

**A BLACK
HISTORY
MONTH
CELEBRATION
FOR ALL AGES**

**SAT
FEB
15**

**SAT
FEB
22**

**FIVE•POINTS
JAZZ ROOTS**

BETWEEN 22ND & 27TH ON WELTON ST. 12P-7PM



FIVE•POINTS JAZZ ROOTS

**SAT
FEB
15**

- 11 AM Tour _____ Blair-Caldwell Library
- 12-230 PM Ahja Fox Spoken Word Mic _____ TeaLee's Tea House
- 1 PM Tour _____ Blair-Caldwell Library
- 1 PM-6 PM Exhibiting Artists _____ 2590 N Washington
- 2-4 PM Wil Alston & Kool Groove _____ Spangalang
- 2-4 PM Black People Know Things Trivia ___ Blair-Caldwell Library
- 3 PM Tour _____ Blair-Caldwell Library
- 3-5 PM Moe Valez _____ Par a Dice
- 3-7 PM Joe Bonner Legacy Jam Session _____ brother jeff's
- 4-6 PM Gregory Goodloe _____ The Lydian
- 4-6 PM Dannette Hollowell & Friends _____ What's Happening
- 5-7 PM Enmanuel Alexander Group "Off the Cuff" __ The Marigold

**SAT
FEB
22**

- 11AM Tour _____ Blair-Caldwell Library
- 12-230 PM Ahja Fox Spoken Word Mic _____ TeaLee's Tea House
- 1 PM Tour _____ Blair-Caldwell Library
- 1 PM-6 PM Exhibiting Artists _____ 2590 N Washington
- 2-4 PM Purnell Steen & the Five Points Ambassadors _ Spangalang
- 2-4 PM Black People Know Things Trivia ___ Blair-Caldwell Library
- 3 PM Tour _____ Blair-Caldwell Library
- 3-5 PM Moe Valez & Special Guest _____ Par a Dice
- 3-7 PM Joe Bonner Legacy Jam Session _____ brother jeff's
- 4-6 PM Wil Alston and the Kool Grooves _____ The Lydian
- 4-6 PM Tony Exum Jr _____ What's Happening
- 5-7 PM Enmanuel Alexander Group "Off the Cuff" _____ 715 Club





FIVE-POINTS JAZZ ROOTS



LIVE MUSIC VENUES

- TEALEE'S TEA HOUSE**
611 22nd St
- SPANGALANG BREWERY**
2736 Welton St
- PAIR A DICE**
2209 Welton St
- BROTHER JEFF'S**
2836 Welton St
- THE LYDIAN**
2590 Welton St
- WHAT'S HAPPENING**
2801 Welton St
- THE MARIGOLD**
2721 Welton St
- 715 CLUB**
715 E. 26TH AVE



Dining Experiences

- THE LITTLE BODEGA**
613 22nd St
- TEALEE'S TEA HOUSE & BOOK STORE**
611 22nd St
- PAIRADICE DENVER**
2209 Welton St
- WELTON ROOM**
2590 Welton St
- FAMOUS J'S ORIGINAL PIZZA**
715 E 26th Ave
- ROSENBERG'S BAGELS**
725 E 26th Ave
- DUKE'S GOOD SANDWICHES & BURGERS**
2748 Welton St
- SCRATCH BAKERY**
2748 Welton St
- MIMOSAS**
2752 Welton St
- WHAT'S HAPPENING RESTAURANT & BAR**
2801 Welton St
- TACO UPRISING**
2849 Welton St
- WELTON STREET CAFE**
2883 Welton St
- QUEEN CITY COFFEE COLLECTIVE**
2962 Welton St



Tours

- BLAIR-CALDWELL LIBRARY**
2401 welton st



Artist Gallery & Vendor Market

- 2590 N Washington

