# MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLFAX AVENUE BUSINESS IMPROVEMENT DISTRICT (THE "DISTRICT") HELD DECEMBER 10, 2024

A regular meeting of the Board of Directors of the Colfax Ave Business Improvement District (referred to hereafter as the "Board") was convened on Tuesday, December 10, 2024, at 9:15 a.m., at the offices of UMB Bank, 1635 E. Colfax Ave., Denver, Colorado 80218. The meeting was open to the public.

#### **ATTENDANCE**

#### Directors in attendance were:

Leonard Austin, President Alex Barakos, Vice President Christopher Bishop, Treasurer Jenny Neuhalfen, Secretary David Bentley, Director Andy Baldyga, Director Rebecca "Bex" Schimoler, Director

#### Also, In Attendance Were:

Anna Jones; CliftonLarsonAllen LLP ("CLA") Frank Locantore, Denon Moore & Mitch Freund; CBID Staff DPD District 6 Officers Knabe and Main

#### **ADMINISTRATIVE MATTERS**

# **Call to Order and Agenda:**

Director Austin called the meeting to order at 9:17 a.m. The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Bishop, seconded by Director Barakos and, upon vote, unanimously carried, the Board approved the Agenda, as amended with the addition of post packet items.

#### **Public Comment:**

There were no public comments.

# CONSENT AGENDA

Minutes of November 12, 2024 Regular Board Meeting:
October 2024 Debit Card, Claims and EFT payment to CenturyLink and Xcel totaling \$120,106.75:

Following review, upon a motion duly made by Director Bishop, seconded by Director Barakas and, upon vote, unanimously carried, the Board approved the Consent Agenda items, as presented.

#### FINANCIAL ITEMS:

# October 31, 2024 Unaudited Financial Statements and Cash Position Report:

Director Bishop reviewed with the Board. Following review, upon a motion duly made by Director Bishop, seconded by Director Schimoler and, upon vote, unanimously carried, the Board accepted the October 31, 2024 Unaudited Financial Statements and Cash Position Report.

#### **ACTION ITEMS**

# 2025 Engagement of Schilling & Company, Inc.:

Ms. Jones reviewed the 2025 engagement letter with Schilling & Company, Inc. with the Board. Upon a motion duly made by Director Neuhalfen, seconded by Director Austin and, upon vote, unanimously carried, the Board approved the 2025 engagement letter with Schilling & Company, Inc. for accounting services.

#### 2025 Engagement of Dazzio & Associates PC 2024 Audit Engagement Letter:

Ms. Jones reviewed the engagement letter with the Board. Upon a motion duly made by Director Schimoler, seconded by Director Neuhalfen and, upon vote, unanimously carried, the Board approved the 2025 engagement letter with Dazzio & Associates PC for preparing the 2024 Audit at a not to exceed amount of \$5,900.00, as presented.

#### **Engagement with Placer AI for 2025 business support:**

Mr. Locantore reviewed engagement of Placer AI with the Board. Following discussion, upon a motion duly made by Director Neuhalfen, seconded by Director Bishop and, upon vote, unanimously carried, the Board approved the engagement with Placer AI for 2025 business support, subject of final review of contract by the Board President.

#### Consider Approval of \$6,000,00 NTE for "Businesses Open" Signage:

Mr. Locantore reviewed with the Board. Following discussion, upon a motion duly made by Director Barakas, seconded by Director Neuhalfen and, upon vote, unanimously carried, the Board approved the NTE \$6,000.00 for "Businesses Open" signage.

#### **KGFS Maintenance Agreement:**

No action taken. It was noted this has previously been approved.

# **City Cast - \$11,800.00**

Mr. Locantore reviewed with the Board. Following review, upon a motion duly made by Director Austin, seconded by Director Neuhalfen and, upon vote, unanimously carried, the Board approved the agreement with City Cast in the amount of \$11,800.00, as presented.

#### **Letter to Landmark Preservation Commission:**

Mr. Locantore reviewed with the Board. Following review, upon a motion duly made by Director Austin, seconded by Director Neuhalfen and, upon vote, unanimously carried, the Board approved the letter to Landmark Preservation Commission.

#### PROGRESS UPDATES

#### **Safety:**

DPD officers and the Board discussed the potential need to hire additional security officers and potential funding sources.

# **Maintenance**:

Mr. Freund provided an update noting the impacts of BRT.

# **Business Support:**

Ms. Moore provided an update also noting the impacts of BRT.

#### **Streetscape:**

Director Baldyga provided updates on kiosks and indicated new bike corrals are being fabricated and will be installed next year.

#### **Organizational:**

Mr. Locantore provided a report on the accomplishments of 2024.

#### Other/Ad Hoc:

None.

# **ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Austin, seconded by Director Barakas and, upon vote, unanimously carried, the meeting was adjourned at 11:47 a.m.

Respectfully submitted,

By \_\_\_\_\_\_\_Secretary for the Meeting



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