



GID BOARD MEETING

MEETING AGENDA

Wednesday, March 25, 10:30 AM - 12:00 PM

1. Call to Order (10:30-10:35am)
2. Voting Matters (10:30-10:45am)
 - a. February Financials*
 - b. GID/BID Agreement*
 - c. Clean Team
 - d. Spring Planter Refresh and Landscaping Maintenance
3. Capital Improvement Plan and Asset Management – Summit Street Group (10:45-11:45a)
4. Open Discussion (11:45-12:00p)
5. Adjourn (12:00pm)

*Indicates that additional information can be found in this meeting packet.



Management Reports

RiNo Denver General Improvement District
For the period ended December 31, 2026

Prepared by
Complete Business Accounting

Prepared on
March 20, 2026

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Balance Sheet

As of December 31, 2026

		Total
ASSETS		
Current Assets		
Bank Accounts		
1050 GID Mill Levy Checking 3455		1,820,240.28
1055 GID Capital Charge 3463 Restricted		214,031.88
1060 GID Capital Reserve MM 4183 Restricted		207,949.29
Total Bank Accounts		2,242,221.45
Accounts Receivable		
Accounts Receivable (A/R)		0.00
Total Accounts Receivable		0.00
Other Current Assets		
1145 GID Property Taxes receivable		1,031,385.50
1150 GID Prepaid Expenses		0.00
1155 Other Accounts Receivable		7,047.29
Total Other Current Assets		1,038,432.79
Total Current Assets		3,280,654.24
TOTAL ASSETS		\$3,280,654.24
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable (A/P)		54,897.75
Total Accounts Payable		54,897.75
Other Current Liabilities		
2015 Denver GID Loan - current portion		93,901.36
2045 GID Deferred Property Tax		1,031,385.50
2100 Due To/Due From		0.00
2110 Other Accounts Payable		24,339.39
Total Other Current Liabilities		1,149,626.25
Total Current Liabilities		1,204,524.00
Total Liabilities		1,204,524.00
Equity		
3205 Restricted for Emergencies		29,400.40
3210 Restricted for Debt Service		325,239.40
3215 Unrestricted		235,751.87

	Total
Opening Balance Equity	0.00
Retained Earnings	1,153,362.70
Net Income	332,375.87
Total Equity	2,076,130.24
TOTAL LIABILITIES AND EQUITY	\$3,280,654.24

Profit and Loss

January - December 2026

	Total
INCOME	
4000 Income	
4100 Tax and Fee Revenue	
4140 GID District 134 Ad Valorem	391,076.02
4150 GID District 133 Special Assess	64,452.15
4170 GID Specific Ownership Tax	10,780.63
Total 4100 Tax and Fee Revenue	466,308.80
4800 Miscellaneous Revenue	
4820 Interest Income	341.41
Total 4800 Miscellaneous Revenue	341.41
Total 4000 Income	466,650.21
Total Income	466,650.21
GROSS PROFIT	466,650.21
EXPENSES	
6000 General and Administrative	
Administrative Fees	
6010 Accounting Fees	5,371.67
6030 Bank Fees	21.00
6040 CCD Tax Collection Fee	4,556.60
6060 Insurance	2,610.01
6070 Legal Fees	6,078.00
Total Administrative Fees	18,637.28
Office Expenses	
6130 Office Rent	20,479.97
6160 Utilities	118.14
Total Office Expenses	20,598.11
Staffing	
6200 Payroll	36,356.00
Total Staffing	36,356.00
Technology and Software	
6120 Email/Office Software	276.92
Total Technology and Software	276.92
Total 6000 General and Administrative	75,868.31
8000 Programs	
Strategy and Planning	

	Total
8100 Long-term Project Plan and Engagement Effort	4,581.25
Total Strategy and Planning	4,581.25
Total 8000 Programs	4,581.25
9000 Infrastructure	
Brighton Blvd. Operations and Maintenance	
9150 Brighton Blvd-Clean Team Ambassadors Program	35,427.00
Total Brighton Blvd. Operations and Maintenance	35,427.00
Capital Financing	
9100 Brighton Blvd Enhancements Debt Payment	8,251.78
Total Capital Financing	8,251.78
Capital Projects	
9020 Brighton Blvd Planter Refresh	10,146.00
Total Capital Projects	10,146.00
Total 9000 Infrastructure	53,824.78
Total Expenses	134,274.34
NET OPERATING INCOME	332,375.87
NET INCOME	\$332,375.87

Profit and Loss by Month

January-December, 2026

DISTRIBUTION ACCOUNT	JANUARY 2026	FEBRUARY 2026	MARCH 2026	APRIL 2026	MAY 2026	JUNE 2026	JULY 2026	AUGUST 2026	SEPTEMBER 2026	OCTOBER 2026	NOVEMBER 2026	DECEMBER 2026	TOTAL
Income													
4000 Income													
4100 Tax and Fee Revenue													
4140 GID District 134 Ad Valorem	0.00	391,076.02											391,076.02
4150 GID District 133 Special Assess	0.00	64,452.15											64,452.15
4170 GID Specific Ownership Tax	13,084.08	-2,303.45											10,780.63
Total for 4100 Tax and Fee Revenue	13,084.08	453,224.72											\$466,308.80
4800 Miscellaneous Revenue													
4820 Interest Income	182.01	159.40											341.41
Total for 4800 Miscellaneous Revenue	182.01	159.40											\$341.41
Total for 4000 Income	13,266.09	453,384.12											\$466,650.21
Total for Income	13,266.09	453,384.12											\$466,650.21
Cost of Goods Sold													
Gross Profit	13,266.09	453,384.12											\$466,650.21
Expenses													
6000 General and Administrative													
Adminstrative Fees													
6010 Accounting Fees	2,521.67	2,850.00											5,371.67
6030 Bank Fees	11.55	9.45											21.00
6040 CCD Tax Collection Fee	0.00	4,556.60											4,556.60
6060 Insurance	532.04	532.04	532.04	532.04	240.91	240.94							2,610.01
6070 Legal Fees	952.50	1,298.00	3,827.50										6,078.00
Total for Adminstrative Fees	4,017.76	9,246.09	4,359.54	532.04	240.91	240.94							\$18,637.28
Office Expenses													
6130 Office Rent		20,479.97											20,479.97
6160 Utilities	55.54	62.60											118.14
Total for Office Expenses	55.54	20,542.57											\$20,598.11
Staffing													
6200 Payroll	25,106.00	11,250.00											36,356.00
Total for Staffing	25,106.00	11,250.00											\$36,356.00
Technology and Software													
6120 Email/Office Software	198.92	78.00											276.92
Total for Technology and Software	198.92	78.00											\$276.92
Total for 6000 General and Administrative	29,378.22	41,116.66	4,359.54	532.04	240.91	240.94							\$75,868.31
8000 Programs													
Strategy and Planning													
8100 Long-term Project Plan and Engagement Effort	1,395.83	966.67	2,218.75										4,581.25
Total for Strategy and Planning	1,395.83	966.67	2,218.75										\$4,581.25
Total for 8000 Programs	1,395.83	966.67	2,218.75										\$4,581.25
9000 Infrastructure													
Brighton Blvd. Operations and Maintenance													
9150 Brighton Blvd-Clean Team	17,713.50	17,713.50											35,427.00

DISTRIBUTION ACCOUNT	JANUARY 2026	FEBRUARY 2026	MARCH 2026	APRIL 2026	MAY 2026	JUNE 2026	JULY 2026	AUGUST 2026	SEPTEMBER 2026	OCTOBER 2026	NOVEMBER 2026	DECEMBER 2026	TOTAL
Ambassadors Program													
Total for Brighton Blvd. Operations and Maintenance	17,713.50	17,713.50											\$35,427.00
Capital Financing 9100 Brighton Blvd Enhancements Debt Payment	4,139.01	4,112.77											8,251.78
Total for Capital Financing	4,139.01	4,112.77											\$8,251.78
Capital Projects 9020 Brighton Blvd Planter Refresh			10,146.00										10,146.00
Total for Capital Projects			10,146.00										\$10,146.00
Total for 9000 Infrastructure	21,852.51	21,826.27	10,146.00										\$53,824.78
Total for Expenses	52,626.56	63,909.60	16,724.29	532.04	240.91	240.94							\$134,274.34
Net Operating Income	-39,360.47	389,474.52	-16,724.29	-532.04	-240.91	-240.94							\$332,375.87
Other Income													
Other Expenses													
Net Other Income													
Net Income	-39,360.47	389,474.52	-16,724.29	-532.04	-240.91	-240.94							\$332,375.87

2026 Budget vs. Actuals

January - December 2026

					Total
	Actual	Budget	Remaining	% of Budget	% Remaining
INCOME					
4000 Income					
4100 Tax and Fee Revenue					
4140 GID District 134 Ad Valorem	391,076.02	1,530,474.01	1,139,397.99	25.55 %	74.45 %
4150 GID District 133 Special Assess	64,452.15	175,828.81	111,376.66	36.66 %	63.34 %
4160 GID District 143 DURA Ironworks		26,021.45	26,021.45		100.00 %
4170 GID Specific Ownership Tax	10,780.63	75,832.33	65,051.70	14.22 %	85.78 %
Total 4100 Tax and Fee Revenue	466,308.80	1,808,156.60	1,341,847.80	25.79 %	74.21 %
4800 Miscellaneous Revenue					
4820 Interest Income	341.41	250.00	-91.41	136.56 %	-36.56 %
4830 Carry Over Funds		1,000,000.00	1,000,000.00		100.00 %
Total 4800 Miscellaneous Revenue	341.41	1,000,250.00	999,908.59	0.03 %	99.97 %
Total 4000 Income	466,650.21	2,808,406.60	2,341,756.39	16.62 %	83.38 %
Total Income	466,650.21	2,808,406.60	2,341,756.39	16.62 %	83.38 %
GROSS PROFIT	466,650.21	2,808,406.60	2,341,756.39	16.62 %	83.38 %

EXPENSES

6000 General and Administrative

Adminstrative Fees

6010 Accounting Fees	5,371.67	40,000.00	34,628.33	13.43 %	86.57 %
6020 Audit Fees		5,000.00	5,000.00		100.00 %
6030 Bank Fees	21.00	100.00	79.00	21.00 %	79.00 %
6040 CCD Tax Collection Fee	4,556.60	18,000.00	13,443.40	25.31 %	74.69 %

					Total
	Actual	Budget	Remaining	% of Budget	% Remaining
6050 Dues & Memberships		3,000.00	3,000.00		100.00 %
6060 Insurance	2,610.01	7,500.00	4,889.99	34.80 %	65.20 %
6070 Legal Fees	6,078.00	15,000.00	8,922.00	40.52 %	59.48 %
6080 Licenses, Permits & City Fees		300.00	300.00		100.00 %
Total Adminstrative Fees	18,637.28	88,900.00	70,262.72	20.96 %	79.04 %
Board Management					
6090 GID Annual Meeting		2,500.00	2,500.00		100.00 %
6100 F&B Costs for Board Meetings / Engagement Meetings		2,500.00	2,500.00		100.00 %
Total Board Management		5,000.00	5,000.00		100.00 %
Office Expenses					
6130 Office Rent	20,479.97	20,000.00	-479.97	102.40 %	-2.40 %
6140 Equipment & Furniture		2,500.00	2,500.00		100.00 %
6150 Cleaning & Supplies		500.00	500.00		100.00 %
6160 Utilities	118.14	1,000.00	881.86	11.81 %	88.19 %
6170 Printing		1,000.00	1,000.00		100.00 %
6180 Postage & Shipping		1,000.00	1,000.00		100.00 %
Total Office Expenses	20,598.11	26,000.00	5,401.89	79.22 %	20.78 %
Staffing					
6200 Payroll	36,356.00	175,000.00	138,644.00	20.77 %	79.23 %
6210 Payroll Processing		2,500.00	2,500.00		100.00 %
6220 Payroll Taxes		14,000.00	14,000.00		100.00 %
6230 Benefits		52,500.00	52,500.00		100.00 %
6240 Training & Education		3,000.00	3,000.00		100.00 %

	Total				
	Actual	Budget	Remaining	% of Budget	% Remaining
6250 Travel		3,000.00	3,000.00		100.00 %
Total Staffing	36,356.00	250,000.00	213,644.00	14.54 %	85.46 %
Technology and Software					
6110 Engagement Software		2,000.00	2,000.00		100.00 %
6120 Email/Office Software	276.92	2,500.00	2,223.08	11.08 %	88.92 %
Total Technology and Software	276.92	4,500.00	4,223.08	6.15 %	93.85 %
Total 6000 General and Administrative	75,868.31	374,400.00	298,531.69	20.26 %	79.74 %
7000 Stakeholder Engagement					
Public Facing Tools					
7030 Website		5,000.00	5,000.00		100.00 %
Total Public Facing Tools		5,000.00	5,000.00		100.00 %
Publications /Reports					
7010 GID Newsletter		1,500.00	1,500.00		100.00 %
7020 GID Annual Report Development		1,500.00	1,500.00		100.00 %
Total Publications /Reports		3,000.00	3,000.00		100.00 %
Total 7000 Stakeholder Engagement		8,000.00	8,000.00		100.00 %
8000 Programs					
Public Art					
8010 Public Art Program (RAD)		150,000.00	150,000.00		100.00 %
Total Public Art		150,000.00	150,000.00		100.00 %
Safety and Security					
8020 Pilot Safety Program		25,000.00	25,000.00		100.00 %

	Total				
	Actual	Budget	Remaining	% of Budget	% Remaining
Total Safety and Security		25,000.00	25,000.00		100.00 %
Strategy and Planning					
8050 35th St Design Updates		125,000.00	125,000.00		100.00 %
8060 Urban Forest Plan Update/Completion		75,000.00	75,000.00		100.00 %
8070 Brighton Blvd Refresh Design		25,000.00	25,000.00		100.00 %
8080 Neighborhood Signage Plan		25,000.00	25,000.00		100.00 %
8090 Neighborhood Lighting Plan		25,000.00	25,000.00		100.00 %
8100 Long-term Project Plan and Engagement Effort	4,581.25	150,000.00	145,418.75	3.05 %	96.95 %
Total Strategy and Planning	4,581.25	425,000.00	420,418.75	1.08 %	98.92 %
Total 8000 Programs	4,581.25	600,000.00	595,418.75	0.76 %	99.24 %
9000 Infrastructure					
Brighton Blvd. Operations and Maintenance					
9120 Brighton Blvd-Utilities		5,000.00	5,000.00		100.00 %
9130 Brighton Blvd- Lighting		35,000.00	35,000.00		100.00 %
9140 Brighton Blvd-Landscape & Irrigation		125,000.00	125,000.00		100.00 %
9150 Brighton Blvd-Clean Team Ambassadors Program	35,427.00	150,000.00	114,573.00	23.62 %	76.38 %
9160 Brighton Blvd-General Maintenance / Repair		25,000.00	25,000.00		100.00 %
Total Brighton Blvd. Operations and Maintenance	35,427.00	340,000.00	304,573.00	10.42 %	89.58 %
Capital Financing					
9090 Capital Reserve Fund		1,050,000.00	1,050,000.00		100.00 %
9100 Brighton Blvd Enhancements Debt Payment	8,251.78	159,811.00	151,559.22	5.16 %	94.84 %
Total Capital Financing	8,251.78	1,209,811.00	1,201,559.22	0.68 %	99.32 %
Capital Projects					

	Total				
	Actual	Budget	Remaining	% of Budget	% Remaining
9020 Brighton Blvd Planter Refresh	10,146.00	75,000.00	64,854.00	13.53 %	86.47 %
9030 Urban Forest/Tree Installations		50,000.00	50,000.00		100.00 %
Total Capital Projects	10,146.00	125,000.00	114,854.00	8.12 %	91.88 %
General Operations and Maintenance					
9110 GiD Area Wide Clean Team Ambassadors Program		75,000.00	75,000.00		100.00 %
Total General Operations and Maintenance		75,000.00	75,000.00		100.00 %
Placemaking					
9040 Wayfinding & Signage Addition/Replacement		10,000.00	10,000.00		100.00 %
9050 Brighton Blvd Bench Addition/Replacement		25,000.00	25,000.00		100.00 %
9060 Bike Infrastructure/Racks Addtiions/Replacement		10,000.00	10,000.00		100.00 %
9070 Trash Can Additions/Replacement		10,000.00	10,000.00		100.00 %
9080 Lighting Additions/Replacement		10,000.00	10,000.00		100.00 %
Total Placemaking		65,000.00	65,000.00		100.00 %
Total 9000 Infrastructure	53,824.78	1,814,811.00	1,760,986.22	2.97 %	97.03 %
Total Expenses	134,274.34	2,797,211.00	2,662,936.66	4.80 %	95.20 %
NET OPERATING INCOME	332,375.87	11,195.60	-321,180.27	2,968.81 %	-2,868.81 %
NET INCOME	\$332,375.87	\$11,195.60	\$ -321,180.27	2,968.81 %	-2,868.81 %

COOPERATIVE SERVICES FUNDING AGREEMENT
(BID and GID Improvements and Services)

This COOPERATIVE SERVICES FUNDING AGREEMENT (“**Agreement**”) is entered into and effective as of the ____ day of _____, 2026 (“**Effective Date**”), by and between the **RINO BUSINESS IMPROVEMENT DISTRICT** (the “**BID**”) and the **RINO DENVER GENERAL IMPROVEMENT DISTRICT**, acting by and through its District Advisory Board (the “**GID**”), both quasi-municipal corporations and political subdivisions of the State of Colorado (the BID and GID may each be referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the BID is a duly organized business improvement district organized within the City and County of Denver (the “**City**”) pursuant to Section 31-25-1201, et seq., C.R.S., and the GID is a duly organized general improvement district organized by the City pursuant to Section 31-25-601, et seq., C.R.S.;

WHEREAS, the BID and GID are both located within and generally serve what is commonly known as the River North neighborhood (“**RiNo**”) in the City;

WHEREAS, the legal boundaries and the service areas of the BID and GID largely overlap one another, with the GID boundaries being entirely within the BID’s larger boundaries, such that the BID and GID commonly share many constituents and taxpayers;

WHEREAS, in order to better serve their respective and shared constituents, to avoid unnecessary duplication or conflict in the services and improvements they provide, and to take advantage of potential efficiencies, the BID and GID desire to cooperate and collaborate when appropriate and feasible to deliver coordinated public improvements and/or services;

WHEREAS, the Parties are empowered pursuant to applicable law and their respective governing documents to cooperate or contract with one another to carry out the duties and obligations of the Parties and to accomplish the shared goals and purposes as further set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their mutual understanding and agreement regarding their mutual aims and understanding regarding opportunities to cooperate with one another as further set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

1. **Projects.** Pursuant to this Agreement, the Parties may from time to time identify certain public improvement projects or the provision of certain services which benefit both the BID and the GID and which present an opportunity for the Parties to cooperate and share the costs associated with the same (each a “**Project**”). Without the need for amending this Agreement, the Parties shall agree in writing to the particular details related to each Project, and may utilize the Project authorization form attached hereto as **Exhibit A**, in substantial the form provided, to set forth such details. Such details may include, but are not limited to the following: (1) identify the BID or GID as the primary party responsible for undertaking the Project; (2) description of the specific public improvements or services being provided; (3) timeline for provision or completion of the public improvements or services; (4) identity of specific vendors/contractors involved; (5) terms for cost allocations and payments; (6) and other details as appropriate.

2. Guidelines for Cost Allocations and Payments.

A. **General.** The Parties acknowledge that the GID’s boundaries are wholly contained within the BID’s boundaries, and the BID boundaries are larger. More specifically, the GID’s boundaries include approximately 814 acres while the BID’s boundaries include approximately 1693 acres, such that approximately 50% of the BID’s boundaries does not overlap the GID. Thus, unless otherwise agreed upon in writing, the Parties agree that for any services which mutually benefit both the BID and GID equally, the GID’s share would appropriately be 25% and the BID’s share would appropriately be 75%.

B. **Capital Improvements Within GID.** Unless otherwise agreed upon in writing for a specific Project, where a Project is comprised of public improvements of a capital nature only, and such improvements are located entirely within the GID and benefit the GID, the GID shall be responsible for 100% of the costs of such improvements.

C. **Payments.** Both the BID and the GID operate on the basis of annual, calendar year budgets which must be approved by their respective Boards of Directors. Thus, unless otherwise agreed upon in writing for a specific Project, the Parties agree that payments from one Party to the other Party to cover Project costs shall be paid within 30 days of receiving an invoice or other request for payment.

3. Project Implementation and Funding.

A. **Project Management and Responsibility.** For each separate Project, either the BID or the GID shall be responsible for undertaking and overseeing all aspects of the Project, including but not limited to obtaining all necessary permits and approvals, and engaging and paying any and all contractors and all other financial obligations associated with the Project, if and as appropriate. Further, the contractors and agents of the responsible Party in connection with a Project shall be the contractors and agents of only that Party and not of the other.

B. **Communication.** The Parties shall keep accurate records of the progress of each Project and shall provide status reports to each other on a reasonably regular basis, including

progress updates, notice of any problems related to a Project, and a record of payments made to any contractor(s). Said status reports should include updates to Project costs expended and the remaining costs projected to be expended through the Project completion, as applicable, and should note any variances or other issues related to estimated costs, the time schedule for completion, or other relevant details.

C. Accounting The Parties shall maintain or cause to be maintained full and complete records of actual Project costs incurred and funds committed and expended for actual Project Costs in accordance with generally accepted accounting principles, and shall provide or otherwise make available to each other copies of all final documents, correspondence, and other records related to a relevant Project.

D. Project Cost Overruns. If a responsible Party at any time becomes aware that Project costs may exceed the estimated Project costs, then such Party will provide the other Party with a written notice and explanation of the same as soon as is reasonably possible. In the event the costs for any Project do in fact exceed the estimated Project costs, the Parties shall in good faith endeavor to identify and/or provide additional funds in order to cooperatively fund the total amount of the Project costs above the estimated Project costs; provided, however, the Parties expressly understand and agree that nothing in this Agreement in any way obligates the Parties to budget, appropriate, transfer, pay or otherwise contribute to a Project an amount in excess of the funds appropriated by the Parties consistent with this Agreement.

4. Annual Appropriations Only; Annual Approval Required. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation of either the BID or the GID whatsoever. The performance of the obligations of the BID or the GID pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations as well as approval by the City of the BID's annual Operating Plan and Budget and the GID's annual Work Plan and Budget, and shall be paid only from then-currently budgeted and approved expenditures of the BID or the GID using any legally available funds of the BID or the GID, respectively. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the BID or the GID within the meaning of any constitutional or statutory debt limitation.

5. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, provided the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.

6. Term of Agreement and Termination. The term of this Agreement shall begin on the Effective Date of this Agreement first set forth above and shall remain in effect through December 31, 2035, unless otherwise terminated on its terms. Unless the Parties agree in writing

otherwise for a specific Project, either Party may terminate this Agreement at any time without or without cause upon 30 days written notice to the other Party.

7. Miscellaneous.

A. Assignment. Neither Party may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and their permitted assigns. It is the express intention of the Parties that any person or entity other than the Parties and their permitted assigns shall be deemed to be only an incidental beneficiary under this Agreement.

D. Governmental Immunity. Nothing in this Agreement or in any actions taken by the BID or the GID or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

E. No Personal Liability. No elected official, director, officer, agent or employee of the Parties, as applicable, shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

F. Notices. Any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, or sent by email with receipt confirmation, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party:

If to BID:

RiNo Business Improvement District

If to the GID:

RiNo General Improvement District

G. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

H. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in the City and County of Denver, Colorado.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Entire Contract. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to a Project are of no force and effect.

K. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

L. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

M. Counterpart Execution. This Agreement may be executed in multiple counterparts and may be executed by electronic means.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

RiNo Business Improvement District

By: _____

Name: _____

Title: _____

**RiNo Denver General Improvement District,
acting by and through its District Advisory
Board**

By: _____

Name: _____

Title: _____

Exhibit A
Form Project Authorization
RiNo Business Improvement District – RiNo Denver General Improvement District

1. Project Name: _____
2. Primary Party Responsible: RiNo BID *or* RiNo Denver GID
3. Description of the specific public improvements or services being provided:

4. Timeline for provision or completion of the public improvements or services:

Commencement Date: _____

Completion Date: _____ (*or note “ongoing”*)
5. Specific vendors/contractors involved (if known):

6. Total Estimated Cost: \$ _____
7. Cost Allocations: All costs will be allocated _____% to the BID and _____% to the GID.
8. Payments for cost allocations will be made between the Parties within _____ days of invoicing or other request for payment.
9. Other Specific Provisions:

Approved:

RiNo Business Improvement District

By: _____

Name: _____

Title: _____

Date: _____

RiNo Denver General Improvement District

By: _____

Name: _____

Title: _____

Date: _____