

BASELINE METROPOLITAN DISTRICT NOS. 1-9
www.baselinemetrodistricts.org

NOTICE OF REGULAR MEETING AND AGENDA

BASELINE METROPOLITAN DISTRICT NOS. 1, 2, 4-9

| <u>Board of Directors</u> | <u>Office</u> | <u>Term Expiration</u> |
|----------------------------------|-------------------------|--|
| Kim Perry | President & Chairperson | May 2025 |
| Kyle Harris | Vice President | May 2025 (Nos. 1, 2 & 4/May 2023 Nos. 5-9) |
| Josh Kane | Secretary | May 2023 |
| Tim DePeder | Assistant Secretary | May 2023 |
| Karen McShea | Treasurer | May 2025 |

BASELINE METROPOLITAN DISTRICT NO. 3

| <u>Board of Directors</u> | <u>Office</u> | <u>Term Expiration</u> |
|----------------------------------|-------------------------|-------------------------------|
| Kim Perry | President & Chairperson | May 2025 |
| Kyle Harris | Vice President | May 2025 |
| Josh Kane | Secretary | May 2023 |
| Tim DePeder | Assistant Secretary | May 2023 |
| Susan Brunkhardt | Secretary/Treasurer | May 2025 |

DATE: March 2, 2023 (Thursday)
TIME: 1:00 p.m.
PLACE: MS Teams and Teleconference Only

[Click here to join the meeting](#) (Please press the control key and click to access hyperlink)
<https://tinyurl.com/yhmev95b> (This link can be copied into your web browser)
720-721-3140; Conference ID: 894 678 356# (If joining the meeting by phone)

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. **(Pages 1-2)**
- D. Public Comment. Comments are limited to three (3) minutes per speaker.

II. CONSENT AGENDA

- A. Approval of Minutes – February 2, 2023 Regular Meeting Minutes. **(Pages 3-7)**
- B. Ratification of Payables. **(Pages 8-18)**
- C. Ratification of Contract Modifications. **(Pages 19-20)**
- D. Review and Consider Unaudited Financial Statements for the period ending December 31, 2022. **(To Be Distributed Under Separate Cover)**

III. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and Project Manager Update.
- B. Capital Fund Summary and Capital Needs Assessment Review.
(To Be Distributed Under Separate Cover)

C. Budget Approval and Contracting.

1. Parkside West Phase 1 (CFS #3).

(To Be Distributed Under Separate Cover)

a. Present Bid Analysis Summary Memorandum – Public Landscaping Project.

b. Consider Approval of Construction Contract with TBD for Public Landscaping Project - \$TBD.

2. 160th Avenue (CFS #14) and Sheridan Parkway Phase 2 (CFS #15).

(To Be Distributed Under Separate Cover)

a. Present Bid Analysis Summary Memorandum – Public Infrastructure Roadways.

b. Consider Approval of Construction Contract with TBD for Public Infrastructure Roadways - \$TBD.

3. Flex Phase 3 Offsite (CFS #17). **(Page 21)**

a. Consider Approval of MRES Project Management Fee - \$59,305.72.

4. Parkside West Phase 2 (CFS #21). **(Pages 22-44)**

a. Consider Approval of Master Services Agreement and Work Order 2023-01 with Lat40, Inc. - \$7,825.00.

IV. FINANCIAL ITEMS

A. Finance Manager's Report.

B. Bond Update.

V. LEGAL ITEMS

VI. DISTRICT MANAGER ITEMS

A. Manager's Report. **(Page 45-46)**

B. Consider Approval of Granting Permission to Baseline Enrichment and Community Collaboration Assembly to utilize Checker Square on Friday, June 9, 2023 for the purposes of serving alcohol at the Take 2 The Trails Event. **(Page 47-56)**

VII. OTHER MATTERS

VIII. EXECUTIVE SESSION, pursuant to Colorado Open Meeting Law §24-6-402(4)(b) to consult with or receive advice from attorney regarding specific legal items, if necessary.

IX. ADJOURNMENT

The next Regular Meeting is scheduled for April 6, 2023

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED
REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
BASELINE METROPOLITAN DISTRICT NOS. 1-9

HELD
February 2, 2023

The Boards of Directors of the Baseline Metropolitan District Nos. 1-9 held a coordinated regular meeting, open to the public, via MS Teams at 1:00 p.m. on Thursday, February 2, 2023.

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)
Kim Perry, President & Chairperson
Kyle Harris, Vice President
Josh Kane, Secretary
Tim DePeder, Assistant Secretary
Karen McShea, Treasurer

Directors in Attendance: (District No. 3)
Kim Perry, President & Chairperson
Kyle Harris, Vice President
Josh Kane, Secretary
Tim DePeder, Assistant Secretary
Susan Brunkhardt, Secretary/Treasurer

Also in Attendance Were:
Alan Pogue; Icenogle Seaver Pogue, P.C.
Griffin Barlow, Jim Niemczyk, Mike McBride, Jeremy Baldyga, and
Samantha Romero; McWhinney.
Rodney Muller and Amanda Dawley; Contour Services.
Sarah Bromley, Bryan Newby, Peggy Dowswell, Irene Buenavista, Stanley
Holder, Adam Brix, and Jordan Wood; Pinnacle Consulting Group, Inc.

CALL TO ORDER

The meeting was called to order at 1:02 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

RECORD OF PROCEEDINGS

COMBINED
MEETING

The Districts met in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Baseline Metropolitan District No. 1, with concurrence by Baseline Metropolitan Districts Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

CONFLICT OF
INTEREST
DISCLOSURE

Mr. Pogue noted that notices of potential conflicts of interest for Board Members employed by McWhinney Real Estate Services, Inc. were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as some Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the Districts. Mr. Pogue advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPROVAL OF
AGENDA

The Boards considered the agenda. Following review and discussion, upon motion duly made by Director McShea, seconded by Director Harris and, upon vote, it was unanimously

RESOLVED to approve the agenda as amended changing Capital Infrastructure Item III. D. 2. a. from \$583,294.43 to \$545,753.43.

PUBLIC COMMENT

There were no members of the public present.

CONSENT
AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – January 5, 2023, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director DePeder, seconded by Director McShea and, upon vote, it was unanimously

RESOLVED to approve the consent agenda as presented.

CAPITAL
INFRASTRUCTURE
ITEMS

Capital Infrastructure Report: Mr. Holder reviewed the District Capital Infrastructure Report with the Boards. He reported that Pinnacle Consulting Group, Inc. will open bidding on February 6, 2023. He stated they had 8 interested parties in their pre-bid process. Mr. Holder reported that the bidding process for Southlands remains on a hold. Mr. Holder answered questions regarding the capital infrastructure report.

District Project Manager Update: Mr. Niemczyk presented the District Project Manager Update with the Boards and answered questions.

Capital Fund Summary and Capital Needs Assessment: Mr. Niemczyk reviewed the Capital Fund Summary and Capital Needs Assessment with the Boards and answered questions.

General Capital (CFS #1): Mr. Neimczyk presented the General Capital report for CFS #1 and answered questions regarding the Master Service Agreement and Work Order 2023-01 with Campos EPC, LLC in the amount of \$14,856.00. Following review and discussion, upon motion duly made by Director Harris, seconded by Director DePeder, and, upon vote, it was unanimously

RESOLVED to ratify the Master Services Agreement and Work Order 2023-01 with Campos EPC, LLC in the amount of \$14,856.00.

Preble Creek Median Landscaping (CFS #8): Mr. Niemczyk presented the Preble Creek Median Landscaping amended project budget in the amount of \$545,753.43 to the Boards and answered questions. Following review and discussion, upon motion duly made by Director DePeder, seconded by Director McShea and, upon vote, it was unanimously

RESOLVED to approve the amended project budget in the amount of \$545,753.43.

160th Avenue (CFS #14) and Sheridan Parkway Phase 2 (CFS #15): Mr. Niemczyk and Mr. Muller presented the Bid Analysis Summary

RECORD OF PROCEEDINGS

Memorandum to the Boards and answered questions. Mr. Niemczyk recommended contracting with Wagner Construction, Inc. for public infrastructure utilities in the amount of \$1,988,413.00. Following review and discussion, upon motion duly made by Director DePeder, seconded by Director McShea, and, upon vote, it was unanimously

RESOLVED to approve the Construction Contract with Wagner Construction, Inc. for public infrastructure utilities in the amount of \$1,988,413.00.

Linear Park Phase 3: Mr. McBride requested the Board's approval to move Linear Park Phase 3 from tier 2 to tier 1 in order to begin the design project. Mr. McBride reported that the design budget amount is \$517,860.00. Following review and discussion, upon motion duly made by Director DePeder, seconded by Director McShea, and, upon vote, it was unanimously

RESOLVED to approve moving Linear Park Phase 3 to tier 1 with a project design budget of \$517,860.00.

Monumentation Signage Phase 3: Mr. Niemczyk presented the Monumentation Signage to the Boards and answered questions. Mr. Niemczyk reported that the estimated project budget for signage is \$298,981.80. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and, upon vote, it was unanimously

RESOLVED to approve the project budget for Monumentation Signage Phase 3 in the amount of \$298,981.80.

FINANCIAL ITEMS

Finance Manager's Report: Ms. Buenavista presented the Finance Manager's Report to the Boards and answered questions.

LEGAL ITEMS

There were no legal items presented at the meeting.

RECORD OF PROCEEDINGS

DISTRICT
MANAGER ITEMS

Manager’s Report: Ms. Bromley discussed the Manager’s report with the Boards and answered questions. Ms. Bromley discussed the need to extend the March meeting by30 minutes due to several capital items being presented. The Boards agreed and an additional half hour will be added to the March Board Meeting. Following, Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

OTHER MATTERS

Director Kane requested MRES and Pinnacle look into finding ways to be more efficient and avoid any duplication of duties.

EXECUTIVE
SESSION

There was no Executive Session necessary in the meeting.

ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 2:09 p.m.

Respectfully submitted,

Jordan Wood
Recording Secretary for the Meeting

Baseline Metropolitan District No. 1
Check Detail
 January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---|---|------------------|
| Bill Pmt -Check | Bill.com | 01/26/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23583 | 11/30/2022 | | 3-55203 · Project Administration | 3,430.00 |
| TOTAL | | | | | <u>3,430.00</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 223030.0-1 | 08/31/2022 | | 3-55204 · Engineering | 15,400.00 |
| TOTAL | | | | | <u>15,400.00</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Norris Design, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 01-76903 | 10/31/2022 | | 3-55204 · Engineering | 855.00 |
| TOTAL | | | | | <u>855.00</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | McWhinney Real Estate Services, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 357876 | 10/31/2022 | | 3-55202 · Project Management | 16,970.85 |
| TOTAL | | | | | <u>16,970.85</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23584 | 11/30/2022 | | 3-55393 · Project Administration | 2,695.00 |
| TOTAL | | | | | <u>2,695.00</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Norris Design, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 01-76635 | 10/31/2022 | | 3-55204 · Engineering | 1,052.50 |
| TOTAL | | | | | <u>1,052.50</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 211063.0-14 | 10/31/2022 | | 3-55204 · Engineering | 7,925.50 |
| TOTAL | | | | | <u>7,925.50</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 221295.0-1 | 11/30/2022 | | 3-55394 · Engineering | 3,745.00 |
| TOTAL | | | | | <u>3,745.00</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 211063.0-13 | 09/30/2022 | | 3-55204 · Engineering | 8,627.50 |
| TOTAL | | | | | <u>8,627.50</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500925 | 10/31/2022 | | 3-55204 · Engineering | 4,735.00 |
| TOTAL | | | | | <u>4,735.00</u> |

Baseline Metropolitan District No. 1
Check Detail
 January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|--|---|------------------|
| Bill Pmt -Check | Bill.com | 01/26/2023 | Harris Kocher Smith | 1072 - Bill.com Money Out Clearing | |
| Bill | 180635.55 | 11/30/2022 | | 3-55204 · Engineering | 16,860.00 |
| TOTAL | | | | | <u>16,860.00</u> |
| Bill Pmt -Check | Bill.com | 01/26/2023 | CDPHE | 1072 - Bill.com Money Out Clearing | |
| Bill | WC231123750 | 11/30/2022 | | 3-55205 · Permits, Fees and Other | 135.00 |
| TOTAL | | | | | <u>135.00</u> |
| Liability Check | E-pay | 01/30/2023 | United States Treasury | 1-11005 · Checking - First Bank | |
| | | | | 1-24000 · Payroll Liabilities | 105.40 |
| | | | | 1-24000 · Payroll Liabilities | 105.40 |
| | | | | 1-24000 · Payroll Liabilities | 24.65 |
| | | | | 1-24000 · Payroll Liabilities | 24.65 |
| TOTAL | | | | | <u>260.10</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield-xx4024 | 1-11005 · Checking - First Bank | |
| Bill | 172144024 12.22 | 12/22/2022 | | 1-51400 · Utilities | 125.09 |
| TOTAL | | | | | <u>125.09</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | Environmental Designs, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 159878 | 12/01/2022 | | 1-52101 · Manicured Landscaping O&M | 1,149.02 |
| TOTAL | | | | | <u>1,149.02</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | Bill.com | 1-11005 · Checking - First Bank | |
| Bill | 23017877545 | 12/31/2022 | | 1-51120 · Office and Other | 102.22 |
| TOTAL | | | | | <u>102.22</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield-xx7935 | 1-11005 · Checking - First Bank | |
| Bill | 172137935 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield-xx9884 | 1-11005 · Checking - First Bank | |
| Bill | 172139884 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield- xx6828 | 1-11005 · Checking - First Bank | |
| Bill | 172136828 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield- xx9342 | 1-11005 · Checking - First Bank | |
| Bill | 172139342 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |

Baseline Metropolitan District No. 1

Check Detail

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January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|--|---|------------------|
| Bill Pmt -Check | Bill.com | 01/31/2023 | Cam Services | 1072 - Bill.com Money Out Clearing | |
| Bill | W393565 | 12/21/2022 | | 1-52110 · Site Cleanup | 1,147.50 |
| TOTAL | | | | | <u>1,147.50</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 · Checking - First Bank | |
| Bill | 22233200 12.22 | 12/31/2022 | | 1-51400 · Utilities | 22.30 |
| TOTAL | | | | | <u>22.30</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield- xx3580 | 1-11005 · Checking - First Bank | |
| Bill | 172143580 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | Environmental Designs, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 103505 | 08/05/2022 | | 1-52906 · Hardscape Repair & Upgrade | 12,511.67 |
| TOTAL | | | | | <u>12,511.67</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 · Checking - First Bank | |
| Bill | 18297000 12.22 | 12/31/2022 | | 1-51400 · Utilities | 22.76 |
| TOTAL | | | | | <u>22.76</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | Utility Notification Center of Colorado | 1072 - Bill.com Money Out Clearing | |
| Bill | 222120171 | 12/31/2022 | | 1-51400 · Utilities | 93.60 |
| TOTAL | | | | | <u>93.60</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | High Plains Environmental Center | 1072 - Bill.com Money Out Clearing | |
| Bill | 2496 | 12/01/2022 | | 1-52107 · Native Area O&M | 1,200.42 |
| TOTAL | | | | | <u>1,200.42</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | Environmental Designs, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 161258 | 12/29/2022 | | 1-52201 · Snow Removal | 1,010.00 |
| TOTAL | | | | | <u>1,010.00</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield- xx2457 | 1-11005 · Checking - First Bank | |
| Bill | 172142457 12.22 | 12/22/2022 | | 1-51400 · Utilities | 13.91 |
| TOTAL | | | | | <u>13.91</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield-xx9419 | 1-11005 · Checking - First Bank | |
| Bill | 172119419 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.60 |
| TOTAL | | | | | <u>55.60</u> |

Baseline Metropolitan District No. 1
Check Detail
 January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|--|---|-----------------|
| Bill Pmt -Check | Bill.com | 01/31/2023 | Environmental Designs, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 160717 | 12/22/2022 | | 1-52201 · Snow Removal | 625.00 |
| TOTAL | | | | | <u>625.00</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield-xx8457 | 1-11005 · Checking - First Bank | |
| Bill | 172138457 12.22 | 12/22/2022 | | 1-51400 · Utilities | 27.78 |
| TOTAL | | | | | <u>27.78</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 · Checking - First Bank | |
| Bill | 21823400 12.22 | 12/31/2022 | | 1-51400 · Utilities | 31.28 |
| TOTAL | | | | | <u>31.28</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield- xx7295 | 1-11005 · Checking - First Bank | |
| Bill | 172137295 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 · Checking - First Bank | |
| Bill | 23093800 12.22 | 12/31/2022 | | 1-51400 · Utilities | 22.28 |
| TOTAL | | | | | <u>22.28</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 · Checking - First Bank | |
| Bill | 22283900 12 .22 | 12/31/2022 | | 1-51400 · Utilities | 32.25 |
| TOTAL | | | | | <u>32.25</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 · Checking - First Bank | |
| Bill | 17971400 12.22 | 12/31/2022 | | 1-51400 · Utilities | 22.28 |
| TOTAL | | | | | <u>22.28</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | John Cutler & Associates | 1072 - Bill.com Money Out Clearing | |
| Bill | 2021 Audit | 08/01/2022 | | 1-51010 · Audit | 1,500.00 |
| TOTAL | | | | | <u>1,500.00</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield- xx6748 | 1-11005 · Checking - First Bank | |
| Bill | 172116748 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.60 |
| TOTAL | | | | | <u>55.60</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | City and County of Broomfield-xx7875 | 1-11005 · Checking - First Bank | |
| Bill | 172137875 12.22 | 12/22/2022 | | 1-51400 · Utilities | 55.59 |
| TOTAL | | | | | <u>55.59</u> |

Baseline Metropolitan District No. 1

Check Detail

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January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---|---|------------------|
| Bill Pmt -Check | Bill.com | 01/31/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23816 | 12/31/2022 | | 1-51045 · Facilities Management | 6,695.00 |
| | | | | 1-51000 · Accounting | 10,855.00 |
| | | | | 1-51040 · District Management | 13,747.50 |
| | | | | 1-51120 · Office and Other | 201.25 |
| TOTAL | | | | | <u>31,498.75</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 - Checking - First Bank | |
| Bill | 19336600 12.22 | 12/31/2022 | | 1-51400 · Utilities | 22.28 |
| TOTAL | | | | | <u>22.28</u> |
| Bill Pmt -Check | Bill.com | 01/31/2023 | Icenogle Seaver Pogue, P.C. | 1072 - Bill.com Money Out Clearing | |
| Bill | 22838 | 12/31/2022 | | 1-51110 · Legal | 2,379.00 |
| | | | | 1-51050 · Elections | 6.40 |
| TOTAL | | | | | <u>2,385.40</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 - Checking - First Bank | |
| Bill | 23083100 12.22 | 12/31/2022 | | 1-51400 · Utilities | 22.28 |
| TOTAL | | | | | <u>22.28</u> |
| Bill Pmt -Check | N/A | 01/31/2023 | United Power | 1-11005 - Checking - First Bank | |
| Bill | 22028601 12.22 | 12/31/2022 | | 1-51400 · Utilities | 31.28 |
| TOTAL | | | | | <u>31.28</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500996 | 11/30/2022 | | 3-55404 · Engineering | 460.00 |
| TOTAL | | | | | <u>460.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23736 | 12/31/2022 | | 3-55363 · Project Administration | 1,680.00 |
| TOTAL | | | | | <u>1,680.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23732 | 12/31/2022 | | 3-51040 · Capital-General District Mgmt | 1,225.00 |
| TOTAL | | | | | <u>1,225.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23727 | 12/31/2022 | | 3-55423 · Project Administrator | 1,855.00 |
| TOTAL | | | | | <u>1,855.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Earth Engineering Consultants, LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | 1222101.1 | 12/27/2022 | | 3-55404 · Engineering | 6,800.00 |
| TOTAL | | | | | <u>6,800.00</u> |

Baseline Metropolitan District No. 1

Check Detail

13

January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---|---|------------------|
| Bill Pmt -Check | Bill.com | 02/09/2023 | Matrix Design Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 38590 | 11/30/2022 | | 3-55364 · Engineering | 882.50 |
| TOTAL | | | | | <u>882.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Flatirons, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 74373-64091 | 12/31/2022 | | 3-55204 · Engineering | 16,827.50 |
| TOTAL | | | | | <u>16,827.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500986 | 11/30/2022 | | 3-55204 · Engineering | 4,892.50 |
| TOTAL | | | | | <u>4,892.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500988 | 11/30/2022 | | 3-55184 · Engineering | 1,277.40 |
| TOTAL | | | | | <u>1,277.40</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | McWhinney Real Estate Services, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 364878 | 12/31/2022 | | 3-51170 · Capital-General Master Planning | 1,091.50 |
| TOTAL | | | | | <u>1,091.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500984 | 11/30/2022 | | 3-55334 · Engineering | 2,857.50 |
| TOTAL | | | | | <u>2,857.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500991 | 11/30/2022 | | 3-55344 · Engineering | 385.00 |
| TOTAL | | | | | <u>385.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Hall Contracting LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | S100-1796 | 12/31/2022 | | 3-55301 · Project-Direct | 18,788.74 |
| TOTAL | | | | | <u>18,788.74</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23749 | 12/31/2022 | | 3-55303 · Project Administration | 3,850.00 |
| TOTAL | | | | | <u>3,850.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 221295.0-2 | 11/30/2022 | | 3-55394 · Engineering | 2,525.00 |
| TOTAL | | | | | <u>2,525.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23728 | 12/31/2022 | | 3-55403 · Project Administration | 630.00 |
| TOTAL | | | | | <u>630.00</u> |

Baseline Metropolitan District No. 1

Check Detail

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January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---|---|-------------------|
| Bill Pmt -Check | Bill.com | 02/09/2023 | Norris Design, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 01-77532 | 11/30/2022 | | 3-55204 · Engineering | 744.00 |
| TOTAL | | | | | <u>744.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500997 | 11/30/2022 | | 3-55424 · Engineering | 982.50 |
| TOTAL | | | | | <u>982.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Coyote Ridge Construction, LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | App 5 | 12/31/2022 | | 3-55391 · Project Direct | 611,866.87 |
| TOTAL | | | | | <u>611,866.87</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Coyote Ridge Construction, LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | 220028 | 12/31/2022 | | 3-55361 · Project Direct | 29,451.51 |
| TOTAL | | | | | <u>29,451.51</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23733 | 12/31/2022 | | 3-55203 · Project Administration | 8,435.00 |
| TOTAL | | | | | <u>8,435.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | E3 Signs | 1072 - Bill.com Money Out Clearing | |
| Bill | App 005 | 12/31/2022 | | 3-55351 · Project Direct | 20,330.00 |
| TOTAL | | | | | <u>20,330.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Kimley-Horn and Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 196570000-1122 | 11/30/2022 | | 3-55424 · Engineering | 12,275.00 |
| TOTAL | | | | | <u>12,275.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Matrix Design Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 38572 | 12/31/2022 | | 3-55304 · Engineering | 845.00 |
| TOTAL | | | | | <u>845.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23747 | 12/31/2022 | | 3-55313 · Project Administration | 1,505.00 |
| TOTAL | | | | | <u>1,505.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Coyote Ridge Construction, LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | App 15 | 12/31/2022 | | 3-55201 · Project-Direct | 165,934.57 |
| TOTAL | | | | | <u>165,934.57</u> |

Baseline Metropolitan District No. 1

Check Detail

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January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---------------------------------------|---|-------------------|
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 000050985 | 11/30/2022 | | 3-55264 · Engineering | 422.40 |
| TOTAL | | | | | <u>422.40</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23729 | 12/31/2022 | | 3-55413 · Project Administration | 1,120.00 |
| TOTAL | | | | | <u>1,120.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23730 | 12/31/2022 | | 3-55553 · Project Administration | 1,820.00 |
| TOTAL | | | | | <u>1,820.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23735 | 12/31/2022 | | 3-55373 · Project Administration | 1,820.00 |
| TOTAL | | | | | <u>1,820.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500994 | 11/30/2022 | | 3-55414 · Engineering | 772.50 |
| TOTAL | | | | | <u>772.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Harris Kocher Smith | 1072 - Bill.com Money Out Clearing | |
| Bill | 180635.56 | 12/31/2022 | | 3-55394 · Engineering | 4,695.00 |
| TOTAL | | | | | <u>4,695.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23746 | 12/31/2022 | | 3-55293 · Project Administration | 770.00 |
| TOTAL | | | | | <u>770.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Harris Kocher Smith | 1072 - Bill.com Money Out Clearing | |
| Bill | 211246.12 | 12/31/2022 | | 3-55374 · Engineering | 27,221.26 |
| TOTAL | | | | | <u>27,221.26</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Matrix Design Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 38575 | 11/30/2022 | | 3-55404 · Engineering | 13,275.00 |
| TOTAL | | | | | <u>13,275.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23744 | 12/31/2022 | | 3-55143 · Project Administration | 560.00 |
| TOTAL | | | | | <u>560.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Coyote Ridge Construction, LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | App 17 | 12/31/2022 | | 3-55301 · Project-Direct | 106,201.00 |
| TOTAL | | | | | <u>106,201.00</u> |

Baseline Metropolitan District No. 1
Check Detail
 January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---|---|------------------|
| Bill Pmt -Check | Bill.com | 02/09/2023 | Earth Engineering Consultants, LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | 1222099.1 | 11/30/2022 | | 3-55424 · Engineering | 8,250.00 |
| TOTAL | | | | | <u>8,250.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Hall Contracting LLC | 1072 - Bill.com Money Out Clearing | |
| Bill | S100-1135 | 12/31/2022 | | 3-55291 · Project-Direct | 14,244.59 |
| TOTAL | | | | | <u>14,244.59</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Matrix Design Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 38589 | 11/30/2022 | | 3-51060 · Capital-General Engineering | 2,450.00 |
| TOTAL | | | | | <u>2,450.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23745 | 12/31/2022 | | 3-55343 · Project Administration | 3,465.00 |
| TOTAL | | | | | <u>3,465.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23734 | 12/31/2022 | | 3-55393 · Project Administration | 4,270.00 |
| TOTAL | | | | | <u>4,270.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500987 | 11/30/2022 | | 3-55234 · Engineering | 396.25 |
| TOTAL | | | | | <u>396.25</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 3-55244 | 11/30/2022 | | 3-55244 · Engineering | 5,372.50 |
| TOTAL | | | | | <u>5,372.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23738 | 12/31/2022 | | 3-55333 · Project Administration | 1,365.00 |
| TOTAL | | | | | <u>1,365.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23737 | 01/09/2023 | | 3-55243 · Project Administration | 385.00 |
| TOTAL | | | | | <u>385.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23741 | 12/31/2022 | | 3-55233 · Project Administration | 840.00 |
| TOTAL | | | | | <u>840.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23731 | 12/31/2022 | | 3-55213 · Project Administration | 595.00 |
| TOTAL | | | | | <u>595.00</u> |

Baseline Metropolitan District No. 1
Check Detail
 January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---|---|------------------|
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23740 | 12/31/2022 | | 3-55353 · Project Administration | 490.00 |
| TOTAL | | | | | <u>490.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23743 | 12/31/2022 | | 3-55223 · Project Administration | 735.00 |
| TOTAL | | | | | <u>735.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23748 | 12/31/2022 | | 3-55183 · Project Administration | 840.00 |
| TOTAL | | | | | <u>840.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Wenk Associates, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 0000500990 | 11/30/2022 | | 3-55304 · Engineering | 334.00 |
| TOTAL | | | | | <u>334.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23742 | 12/31/2022 | | 3-55263 · Project Administration | 1,120.00 |
| TOTAL | | | | | <u>1,120.00</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 211063.0-15 | 11/30/2022 | | 3-55204 · Engineering | 6,630.50 |
| TOTAL | | | | | <u>6,630.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Norris Design, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 01-77613 | 11/30/2022 | | 3-55314 · Engineering | 3,536.75 |
| TOTAL | | | | | <u>3,536.75</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Harris Kocher Smith | 1072 - Bill.com Money Out Clearing | |
| Bill | 210229.23 | 12/31/2022 | | 3-55314 · Engineering | 1,262.50 |
| TOTAL | | | | | <u>1,262.50</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | McWhinney Real Estate Services, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 364864 | 12/31/2022 | | 3-55372 · Project Management | 14,278.79 |
| TOTAL | | | | | <u>14,278.79</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Norris Design, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 01-77831 | 11/30/2022 | | 3-55374 · Engineering | 7,930.25 |
| TOTAL | | | | | <u>7,930.25</u> |
| Bill Pmt -Check | Bill.com | 02/09/2023 | Ground Engineering Consultants, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 223030-2 | 11/30/2022 | | 3-55204 · Engineering | 450.00 |
| TOTAL | | | | | <u>450.00</u> |

Baseline Metropolitan District No. 1

Check Detail

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January 26 through February 24, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|---------------------------------------|---|----------------------------|
| Bill Pmt -Check | Bill.com | 02/09/2023 | Pinnacle Consulting Group, Inc | 1072 - Bill.com Money Out Clearing | |
| Bill | 23739 | 12/31/2022 | | 3-55253 · Project Administration | 665.00 |
| TOTAL | | | | | <u>665.00</u> |
| Bill Pmt -Check | 2595 | 02/23/2023 | City and County of Broomfield | 1-11005 · Checking - First Bank | |
| Bill | BP-22-00434-08 | 02/23/2023 | | 3-55365 · Permits, Fees and Other | 8,458.11 |
| TOTAL | | | | | <u>8,458.11</u> |
| Total | | | | | <u><u>1,302,249.62</u></u> |

Contract Modifications for Board Ratification

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Baseline Metropolitan District No. 1 (North Park)

Baseline East Sheridan Residential (BASELINE-ESR)

| | | | |
|--|---|---|---|
| <i>Contractor:</i> Campos EPC, LLC | <i>Modification Date:</i> 1 /12/2023 | <i>Modification Amount:</i> \$14,856.00 | <i>Contract #:</i> Cnt-01214 |
| <i>Modification Description:</i> WO 2023-01 | <i>Payment Method:</i> Time & Materials | <i>District Signed Date:</i> 1 /29/2023 | |
| <i>Modification Scope:</i> Management and design services for high pressure gas main | | | <i>Contractor Signed Date:</i> 1 /30/2023 |

Baseline East Sheridan Residential Phase 2 (BASELINE-ESRPH2)

| | | | |
|--|---|---|--|
| <i>Contractor:</i> Ground Engineering Consultants, Inc. | <i>Modification Date:</i> 2 /16/2023 | <i>Modification Amount:</i> \$8,500.00 | <i>Contract #:</i> Cnt-00737 |
| <i>Modification Description:</i> CO 1 to WO 2022-01 | <i>Payment Method:</i> Time & Materials | <i>District Signed Date:</i> 2 /17/2023 | |
| <i>Modification Scope:</i> Additional Geotechnical Services. | | | <i>Contractor Signed Date:</i> |

Baseline Flex Industrial Phase 3 (BASELINE-F2RC-PH3)

| | | | |
|---|--|---|---|
| <i>Contractor:</i> Coyote Ridge Construction, LLC | <i>Modification Date:</i> 2 /7 /2023 | <i>Modification Amount:</i> \$3,263.70 | <i>Contract #:</i> Cnt-01126 |
| <i>Modification Description:</i> Change Order #10 | <i>Payment Method:</i> Unit Price | <i>District Signed Date:</i> 2 /8 /2023 | |
| <i>Modification Scope:</i> Final Grading of Maintenance Path for Baseline Flex 3 Industrial Building. | | | <i>Contractor Signed Date:</i> 2 /16/2023 |

| | | | |
|---|---|---|--|
| <i>Contractor:</i> Kumar & Associates, Inc. | <i>Modification Date:</i> 2 /8 /2023 | <i>Modification Amount:</i> \$7,105.00 | <i>Contract #:</i> Cnt-01011 |
| <i>Modification Description:</i> CO 1 to WO 2022-01 | <i>Payment Method:</i> Time & Materials | <i>District Signed Date:</i> 2 /16/2023 | |
| <i>Modification Scope:</i> Additional Geotechnical Observation and Materials Testing. | | | <i>Contractor Signed Date:</i> |

| | | | |
|--|--|---|--|
| <i>Contractor:</i> Matrix Design Group, Inc. | <i>Modification Date:</i> 2 /14/2023 | <i>Modification Amount:</i> \$4,500.00 | <i>Contract #:</i> Cnt-00634 |
| <i>Modification Description:</i> CO 1 to WO 2022-11 | <i>Payment Method:</i> Lump Sum | <i>District Signed Date:</i> 2 /16/2023 | |
| <i>Modification Scope:</i> Additional Plan Set updates for submittal to the City and County of Broomfield. | | | <i>Contractor Signed Date:</i> |

Baseline Metropolitan District No. 1 (North Park)

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| | | | |
|---|--|---|--|
| <i>Contractor:</i> Matrix Design Group, Inc. | <i>Modification Date:</i> 2 /14/2023 | <i>Modification Amount:</i> \$4,750.00 | <i>Contract #:</i> Cnt-00634 |
| <i>Modification Description:</i> CO 2 to WO 2022-11 | <i>Payment Method:</i> Lump Sum | <i>District Signed Date:</i> 2 /16/2023 | |
| <i>Modification Scope:</i> Creation of plan set for SWMP. | | | <i>Contractor Signed Date:</i> |

| | | | |
|---|--|---|--|
| <i>Contractor:</i> Smith Environmental & Engineering | <i>Modification Date:</i> 2 /9 /2023 | <i>Modification Amount:</i> \$1,200.00 | <i>Contract #:</i> Cnt-00890 |
| <i>Modification Description:</i> Work Order # 2023-01 | <i>Payment Method:</i> Lump Sum | <i>District Signed Date:</i> 2 /16/2023 | |
| <i>Modification Scope:</i> Environmental Assessment Services. | | | <i>Contractor Signed Date:</i> |

Baseline Preble Creek Median Landscaping (Baseline-PCML)

| | | | |
|--|--|---|--|
| <i>Contractor:</i> Hall-Contracting | <i>Modification Date:</i> 2 /7 /2023 | <i>Modification Amount:</i> \$13,740.51 | <i>Contract #:</i> Cnt-01050 |
| <i>Modification Description:</i> Change Order | <i>Payment Method:</i> Unit Price | <i>District Signed Date:</i> 2 /17/2023 | |
| <i>Modification Scope:</i> Plant Replacements dut to Water Supply Issue. | | | <i>Contractor Signed Date:</i> |



MEMORANDUM

TO: Board of Directors
FROM: Amanda Dwight – Project Manager
Date: February 13, 2023

RE: Project Management Fees – NP Industrial ¾ Offsite Improvements

Board of Directors:

Per requirements of the Project Management Master Service Agreement between McWhinney Real Estate Services, Inc. (MRES) and the Baseline Metro District, please accept the below information for the subject project and fees proposed by MRES for project management services.

As highlighted in the agreement, PM fees are charged against total project costs, less projected warranty, contingency and District Capital Management costs as authorized by the District.

Relevant Project Details:

1. Total Projected District Budget: \$1,350,599
2. Total Projected District Budget (without Contingency, Warranty and District Management Fee): \$1,186,114
3. Total PM Fee (5% of Item #2): \$59,305.72
4. PM Fee previously billed prior to budget adjustment for storm scope \$20,851.47.
5. PM fees adjustment amount \$38,454.25
6. MRES will bill the 5% fee in equal installments, adjusted for changes in projected cost, starting in March 2023, \$7690.85/month
7. Final Projected Billing Month: July 2023

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this **22nd day of February, 2023**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK)**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **LAT40** (“Contractor”), collectively, the “Parties.”

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, the District desires to procure certain professional services to serve the administrative needs of the District, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, the District desires to procure certain professional services related to the development of certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing the Services (as such term is defined in Section 2 hereof) set forth in one or more Work Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services set forth in any Work Order issued hereunder, pursuant to the terms and conditions set forth herein. Contractor acknowledges and agrees that the District may, in the District's sole discretion, engage other contractors, to perform the same or similar Services as may be needed by the District, and that Contractor's authority to perform the Services hereunder shall be limited to those Services set forth in a Work Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. Scope of Services. Upon execution of this Agreement, the District and Contractor shall execute one or more Work Order(s) ("Work Order"), attached hereto as **Exhibit A** and incorporated herein by reference, describing the Services to be provided by Contractor and the compensation to be paid by the District for the Services rendered. In the event the Parties need to modify the Services set forth in the Work Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Services to be provided by Contractor and any changes to compensation to be paid to Contractor by the District. At the request of the District and upon agreement of the Parties, Contractor may perform additional services that are beyond the scope of existing services set forth in any Work Order issued hereunder. Such additional services and compensation to be paid for the additional services will be set forth in a new Work Order executed by the Parties. Any new Work Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Work Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Contractor's compensation, as provided in Section 12 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services set forth in any executed Work Order and/or Change Order issued hereunder, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor's proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's staff and Contractors to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority; and

(5) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Contractor shall be the obligations of Contractor whom shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Subcontractors. Contractor is solely and fully responsible to the District for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the District in the same manner as Contractor pursuant to Section 9 hereof.

D. No Right or Interest in District's Assets. Contractor shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

E. Responsibility for Errors. Contractor shall be responsible for all Services performed pursuant to this Agreement, including any Work Orders and Change Orders issued hereunder. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Work Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Contractor or its Subcontractors, Contractor shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Contractor for Services rendered in such amount(s) and/or at such rates as set forth in the executed Work Order or, if applicable, Change Order. Contractor shall not receive additional compensation for any changes to a Work Order unless the District and Contractor have executed a Change Order authorizing the change in Services and the payment of additional compensation to Contractor. Any and all Work Orders and Change Orders resulting in additional compensation to be paid to Contractor by the District beyond the amount originally appropriated by the District as set forth in the Work Order, shall require the appropriation of funds by the District, as set forth in Section 12 hereof, prior to the execution of any such Work Order or Change Order. The District is exempt from Colorado sales and use taxes.

Contractor shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Performance Reports and Invoices. Contractor shall submit monthly performance reports and invoices for Services rendered to the District. Performance reports shall be in a form acceptable to the District and describe the work completed to date, work in progress and work yet to be performed. Concurrently with the submission of the performance report, Contractor shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Contractor. Invoices and performance reports are to be submitted to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to review and/or inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Services are not accepted for payment by the District after review and/or inspection of the completed Services, the terms of Section 3.B. herein shall apply.

B. Review and Inspection of Services. The District may review and/or inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the District's discretion, any or all Services are not provided in accordance with this Agreement and any Work Order and Change Order issued hereunder. Failure by Contractor to properly provide the Services required pursuant to this Agreement, including any Work Order and Change Order issued hereunder, shall constitute a default of this Agreement. In such case, the District shall provide written notice of said default to Contractor. Contractor shall have two (2) days to cure or to reasonably commence to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement and any Work Order and Change Order issued hereunder. In addition, in the event of an uncured default by Contractor, the District may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred by the District for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all Services satisfactorily completed pursuant to any Work Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered through the date of notice of termination or the effective date of termination of this Agreement (and all Work Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate upon the completion of all Services unless otherwise terminated by the District or Contractor pursuant to Section 5 hereof. In the event the completion of Services occurs in a fiscal year following the

effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 12 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any Services satisfactorily completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Instruments of Service, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

7. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by

anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

- (1) Commercial General Liability Insurance:
- | | |
|-----------------------------------|--------------|
| General Aggregate | \$ 2,000,000 |
| Products and Completed Operations | \$ 1,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| Each Occurrence | \$ 1,000,000 |
| Damage to Rented Premises | \$ 100,000 |
| Medical Expenses (Any one person) | \$ 5,000 |

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

- (3) Workmen's Compensation and Employer Liability Insurance
- | | |
|-----------------------|----------------------------|
| Worker's Compensation | Per Colorado Statutes |
| Employers' Liability | \$ 1,000,000 each accident |

- (4) Umbrella Policy: \$ 1,000,000

B. In addition, unless otherwise marked "No", the following coverage shall be obtained by Contractor, on an occurrence basis:

- (1) Performance Bond
- Included: Yes [] No [X]

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes [] No [X]

(3) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate

covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Included: Yes No

Unless otherwise indicated, all policies listed in this Section 7 shall be on an occurrence basis.

C. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

D. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

E. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

F. Notice. Contractor agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees, and agents.

G. Subcontractor Insurance. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor to acquire and maintain insurance coverage as set forth in this Section 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon District request, submit them to the District for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

H. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 9 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that

of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the District. Contractor is not, and shall not act as, the agent of the District. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

9. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 10 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

10. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

11. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

12. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder for any and all Services authorized pursuant to Section 2 of this

Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Work Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

13. Bidding. The District shall be entitled to bid for the same or similar services that Contractor could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any fiscal year or if Contractor is not selected to perform certain services as may be needed by the District throughout the fiscal year.

14. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: Baseline Metropolitan District No. 1 (North Park)
c/o Pinnacle Consulting Group, Inc.
Attention: Jason Woolard
550 W. Eisenhower Blvd.
Loveland, CO 80537
Email: jasonw@pcgi.com

With a Copy to: Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Contractor: Lat40
Attention: Kyle Rutz
6250 W. 10th Street, Unit 2
Greeley, CO, 80634
(970) 515-5294
Email: kyler@lat40pls.com

15. Modification. This Agreement may not be amended modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

16. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

17. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

20. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

21. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

22. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums, amendments, Work Orders, or Change Orders attached hereto, and shall be read as nearly as possible to make the provisions of this Agreement, and any such exhibits, addendums, amendments, Work Orders, and Change Orders fully effective. Should any irreconcilable conflict arise between the terms and provisions of this Agreement and the terms and provisions set forth in any exhibit, addendum, amendment, Work Order, and/or Change Order attached hereto, the terms and provisions of this Agreement shall prevail.

23. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate

description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

24. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

25. Entire Agreement. This Agreement, including all Work Orders and Change Orders executed hereunder, and any other exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK):

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

LAT40:

By: _____

Its: _____

EXHIBIT A
(To Master Services Agreement)

WORK ORDER(S)

WORK ORDER #202 - ____
TO MASTER SERVICES AGREEMENT, DATED February 22, 2023

This Work Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK)**, (the “District”), and **LAT40** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **February 22, 2023** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows:

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 12 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 202__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the ____ day
of _____, 20____.

**BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH
PARK):**

By: _____

Its: _____

LAT40:

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #202_ -__
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT B
(To Master Services Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER # _____
TO WORK ORDER #202__ - _____
MASTER SERVICES AGREEMENT, DATED February 22, 2023

This Change Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK)**, (the “District”), and **LAT40** (“Contractor”), collectively, the “Parties,” and is hereby issued to modify the terms of that certain Work Order #201__ - _____ (“Work Order”) executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement dated **February 22, 2023** between the District and Contractor, (the “Agreement”).

1. Services. The Parties hereby acknowledge and agree that the Services to be provided by the Contractor pursuant to the Work Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Services that are being modified or removed from the original Work Order)

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit B-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 12 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Change Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 201__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Contractor.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Work Order #202__ - _____. Except as otherwise

provided herein, the terms and conditions of the Agreement and Work Order #202__ - ____ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the ____ day of _____, 20____.

BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK):

By: _____

Its: _____

LAT40:

By: _____

Its: _____

EXHIBIT B-1 TO CHANGE ORDER # ___
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

WORK ORDER #2023-01
TO MASTER SERVICES AGREEMENT, DATED February 22, 2023

This Work Order is made and entered into this **22nd day of February, 2023**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK)**, (the “District”), and **LAT40** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **February 22, 2023** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **Baseline East Sheridan Residential Phase 2: Construction Staking Services**.

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **on a time and materials basis, not to exceed a total amount of \$7,825.00**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **upon the completion of the Services by Contractor**.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **22nd day of February, 2023.**

BASELINE METROPOLITAN DISTRICT NO. 1 (NORTH PARK):

By: _____

Its: _____

LAT40:

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #2023-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



6250 W. 10th Street, Unit 2 | Greeley, Colorado 80634 | 970-515-5294 | lat40pls.com

PROFESSIONAL
LAND SURVEYORS

Baseline Metropolitan District No.1
c/o Pinnacle Consulting Group Inc.
550 W. Eisenhower Blvd.
Loveland, CO 80537

Attn: Amanda Dwight

January 30, 2023

Thank you for the opportunity to work with you on the **NORTH PARK WEST PHASE 1D-DRY UTILITY PROJECT**. As you have requested, we are providing the cost for the following surveying services:

SUBJECT PROPERTY: Peak St & 167th Ave. Broomfield,
Parcel 157304404001, Broomfield County

CONSTRUCTION STAKING of the project as listed below per the construction set of plans dated:

April 2, 2021 by Harris Kocher Smith.

- Maintain project control
- Calculation & Plan check
- Stake electric transformers and electric lines
- Stake gas lines

\$7,825

A set of plans designated for construction purposes shall be supplied in CAD and pdf formats. On-site control point coordinates will need to be provided to match existing design datums.

Meetings, re-stakes and any additional services requested beyond the scope of work summarized hereon will be billed at our standard hourly rates:

Field- \$160/hr. Office- \$95/hr., Professional Land Surveyor-\$115/hr.

This proposal is valid for 30 days.

Thank you,
Lat40, Inc.

Authorization to proceed by: _____

I agree to pay the above amount for the services described above within 30 days of project completion.



To: Baseline Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Manager's Report
 Board Meeting Date: March 2, 2023

General District Matters

- Please contact Sarah Bromley, District Manager, at sarahbromley@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- Since the last board meeting, there have been no staff changes to the Baseline District Management Team.
- The District's management team performed routine matters since the February 2, 2023 Board meeting. Monthly, District management provides the following services:
 - Adheres to administrative and compliance matters.
 - Processes monthly payables and financial reports.
 - Oversees District budget and operational expenditures.
 - Oversees District operations per the approved Service Plan and District needs.
 - Collaborates with legal counsel on legal matters.
 - Oversee preparation and distribution of board packets including agenda, minutes, reports, contracts, and agreements prior to board meetings.
 - The Manager consistently communicates with the Board including periodic status reports at each board meeting.
- United Power: All Baseline MD United Power utilities accounts are now participating in the Green Power Partners program, contributing 100 blocks per account, equating to \$9.00/month per account and contributing 10,000 kWh per account to clean, renewable power.
- District Management attended the McWhinney Districts Conference Call on March 1, 2023.

Website Analytics:

| Last Month | 2023 YTD |
|----------------------|-----------------------|
| 59 + Visits | 140 + Visits |
| 48 + Unique Visitors | 120 + Unique Visitors |
| 104 + Page Views | 334 + Page Views |

- Compliance matters, due dates, and status for the District:

| COMPLIANCE MATTERS | RESPONSIBLE | DUE DATE | COMPLETION |
|-------------------------|-------------|----------|------------|
| Map Filings | PCGI | 01/01/23 | Completed |
| Transparency Notices | PCGI | 01/15/23 | Completed |
| File Budget | PCGI | 01/31/23 | Completed |
| SDA Membership Renewals | PCGI | 03/01/23 | Completed |

| | | | |
|--|------------|----------|---------------------------------------|
| Draft 2024 Budgets Distributed to Board of Directors | PCGI | 10/15/22 | |
| Property & Liability Insurance Renewals | PCGI | 12/01/22 | |
| Mill Levy Certification | PCGI | 12/15/22 | |
| Website Compliance | PCGI | 12/31/22 | |
| Payables | PCGI/Board | Monthly | Sent to Board third week of the month |

Operations and Maintenance

Budget and Contract notes

- 11% of snow removal budget has been used as of the end of January. We have not received invoices for February snow removal.

Current month updates

- Ornamental grasses have been cut back.
- Continuing to monitor winter services.

BASELINE

March 2, 2023

To Whom This May Concern:

Baseline Metropolitan District, as Owner, and McWhinney, as Property Manager, grant permission to Baseline Enrichment and Community Collaboration Assembly to utilize Checker Square on Friday, June 9, 2023 for the purposes of serving alcohol at the Take 2 The Trails Event. Event hours will occur from 5:30 p.m. to 8:00 p.m.

The event will take place on the lawn and paved area of the park.

Please contact Christine Jakupovic, Senior Community Engagement Manager, at (480)550-2478 with any questions or concerns.

Thank you,

Kim Perry
President
Baseline Metropolitan District



Alcoholic Beverage Consumption Permit

Application for Permit for Consumption of Alcoholic Beverages in Public Areas

Date of Application:

February 16, 2023

Applicant Name:

Christine Jakupovic

Street Address:

PO Box 66
Castle Rock, CO 80104

Day Phone:

480-550-2478

Evening Phone:

480-550-2478

Name of organization requesting permit:

Baseline Enrichment & Community Collaboration Assembly

Organization Street Address (if different than above):

Date of Event:

June 9, 2023

Scheduled time:

5:30pm - 8pm

Specific facility/park/area of event:

16555 Shoshone Street, Broomfield CO 80023

Type of event:

Concert in the Park

Estimated Number of Participants:

200-300

Please circle beverage(s) to be served:

Beer Wine Champagne

No Hard Alcohol Allowed

****NO GLASS BEER BOTTLES ALLOWED****

It is unlawful for any person to carry, possess, or consume any fermented malt beverage (beer), vinous, or spirituous liquors within any area of any park or recreation facility unless otherwise authorized by the director of parks and recreation on the face of a permit issued under this chapter (Ord. 357 §3, 1979)

Note: There is a non-refundable administrative fee for an Alcohol Permit. This application must be submitted to the City Manager or Director of Recreation Services at least ten (10) days prior to the date of the event.

THE RECREATION SERVICES ALCOHOL PERMIT DOES NOT TAKE THE PLACE OF A SPECIAL EVENTS PERMIT FOR THE SALE, BY THE DRINK, OF ALCOHOLIC OR FERMENTED MALT BEVERAGES REQUIRED BY BROOMFIELD MUNICIPAL CODE AND COLORADO REVISED STATUTE. APPLICATION FOR A SPECIAL EVENTS PERMIT MUST BE SUBMITTED 45 DAYS IN ADVANCE OF THE EVENT. FOR INFORMATION ABOUT SPECIAL EVENTS PERMITS AND WHETHER ONE IS REQUIRED PLEASE CONTACT THE CITY CLERK'S OFFICE AT 303-438-6332.

I have read and understand the City and County of Broomfield's standards for issuance of a permit to consume alcoholic beverages in public areas and agree on behalf of myself and the above entity to be bound thereby. I further agree to communicate the City and County of Broomfield's standards to those attending the above function.

Signature of Applicant:

Christine Jakupovic

Approval Signature (Director of Parks, Recreation, and Senior Services/City Manager):

Approval Date:

Disapproval Date:

Staff only: Permit Number _____ Clerk's Initials _____

PD Required for Event Yes _____ No _____



Broomfield Municipal Code 9-80-030

Standards for issuance of permit to consume alcoholic beverages in public areas.

- (A) These standards have been promulgated by the city manager and approved by city council and are to be used by the city manager or department of recreation services in determining whether or not a permit shall be issued pursuant to section 9-80-020, B.M.C.
- (B) A permit shall be issued only to:
 - (1) An individual; or
 - (2) An officer or agent authorized to apply for such a permit on behalf of a legal entity organized under or recognized by the laws of the State of Colorado.
- (C) The person applying for such permit for or on behalf of such entity must be at least 21 years old.
- (D) Permits may be issued for social, fraternal, patriotic, political, athletic, religious, charitable events.
- (E) Denial of permit.
 - (1) Issuance of such permit may be denied upon the grounds that such issuance would be detrimental to the public safety, health, morals, order, or welfare by reason of the nature of the event, the likelihood in the reasonable judgment of the officer of the city responsible for review and issuance of the permit that the event would create a public nuisance or result in the consumption of alcoholic beverages by minors, its location within the community, or the failure of the applicant or permit holder in a past event, for which a permit was required, to conduct such event in compliance with applicable laws and regulations.
 - (2) Issuance of such permit may be denied if another event has previously been scheduled for that location on the same day for which the permit is sought or if issuance of the permit would unreasonably interfere with normal activities and customary and general use and enjoyment of the location;
- (F) Preference shall be given to residents of the City and County of Broomfield and to commercial and industrial enterprises located within the corporate limits of the City and County of Broomfield for use of public areas under the control of the city and county.
- (G) The city manager or director of recreation services may require any applicant to post a performance bond or letter of credit acceptable to the city attorney to assure compliance with the ordinance. Any costs to the city and county of cleaning or policing may be withheld from the performance bond.
- (H) Each permit shall be issued for a specific location and is not valid for any other location.
- (I) Permits shall be valid for one day only.
- (J) Permits are valid for the individual or entity to which issued and shall *not* be transferred.
- (K) No permit may allow the consumption of alcoholic beverages before 10 am or after 11 pm.
- (L) No issuance of a permit shall have the effect of requiring the city manager or the director of recreation services to issue such a permit upon any subsequent application.
- (M) Sandwiches or other food snacks shall be available at the location at some time during the consumption of alcoholic beverages.
- (N) There shall be no consumption of alcoholic beverages within 500 feet of any school or schoolyard during school hours, and where the permit is for use in a park, within fifty feet of any public street.
- (O) Application for the permit shall be made to the city manager or his or her designee for the use of streets and to the director of recreation services for the use of parks.
- (P) Application for the permit shall be made not less than ten days prior to the date of the event.
- (Q) Applications shall be made and permits granted on forms provided by the city and county.
- (R) Both the applicant and the permit holder shall be personally responsible for any cleaning, trash disposal or repairs necessary as a result of the event for which the permit is granted.
- (S) The permit must be in the possession of the permit holder or applicant at and during the event, and must be produced upon request of a peace officer.
- (T) All ordinances, rules, and regulations of the city remain in full force and effect.

(Ord. 361 §1, 1979)

BASELINE

TAKE 2 THE TRAILS SPECIAL EVENT DIAGRAM



Street Address: 16555 Shoshone Street, Broomfield CO 80023

Total Event Space: 21,750 sq feet

4 Main Entrances and Exits

A, B, C & D—Primary Entrance and Exit points

E & F—Exit only

Linear dimensions of boundaries and fencing material (referenced by number on map above):

1—145' of mesh fencing (3.4' H)

2—68' of mesh fencing (3.4' H)

3—68' of natural planter barrier

4—123' of rope stanchion (3.5' H), only open at truck service areas

5—145' of natural planter barrier



SPECIAL EVENT ALCOHOL PERMIT APPLICATION CHECKLIST

A Special Event Alcohol Permit allows qualified applicants to sell, serve, or distribute alcoholic beverages during public events.

Applicants seeking a Special Event Alcohol Permit in the City and County of Broomfield should review the [Colorado Liquor Code -Special Event Permits](#) and [Broomfield Municipal Code](#) and submit an application to the Clerk’s Office no later than **45 days** prior to the event date. To ensure prompt and efficient processing of your application, first time applicants are encouraged to schedule an application intake appointment with the Clerk’s Office once the application packet has been completed.

The following documents must be submitted for a permit to be issued:

| | |
|--|--|
| | Special Event Alcohol Permit Application (please print single sided without staples) |
| | Special Event Alcohol Supplemental Questionnaire |
| | Diagram of premise (8 1/2” x 11” only) with the included information as applicable: <ul style="list-style-type: none"> • Label diagram as “Premise Diagram” and include event name, date, and time • Length & width of perimeter • Main bar/alcohol service areas, alcohol storage, entry/exits, restrooms, tents, vendors, food service, security staffing, & signage • North orientation • Separate diagram for each floor (if multiple levels) • Outdoor areas must show type of fencing, walls, barriers, etc. |
| | Copy of deed, lease, or written permission from the owner for use of premise. <ul style="list-style-type: none"> • Note: If the event is to be held at a City and County of Broomfield park, an Alcoholic Beverage Permit application must be submitted to the Broomfield Recreation Services for consumption of alcoholic beverages PRIOR to applying for a Special Event Alcohol Permit with the Clerk’s Office. The Clerk’s Office will need a written letter of approval from the Broomfield Recreation Services Department. Only beer, wine and champagne are allowed and glass bottles are prohibited in the parks. |
| | If a temporary stage is being used, a copy of the permit issued by the Broomfield Building Department . |
| | If a tent is being used, a copy of the permit or documentation that a permit is not required from the North Metro Fire Rescue District. Please visit www.northmetrofire.org for more information on the requirements. |
| | A Certificate of Good Standing (non-profits only) issued by the Secretary of State dated within the past two years. |
| | If applying as a political candidate, reports and statements that were filed with the Secretary of State or City and County Clerk. |
| | Special Event Sales Tax Return form - Contact the Sales Tax Division at 303-464-5812 with questions. |
| | \$100.00 permit fee (per day) - check payable to the City and County of Broomfield |

If you have any questions regarding Special Event Alcohol Permits, please call the Clerk’s Office at 303-438-6332 or email cityclerk@broomfield.org.



CITY AND COUNTY CLERK AND RECORDER

One DesCombes Drive • Broomfield, CO 80020 • 303.438.6332 • Broomfield.org

A Special Event Alcohol Permit allows qualified to sell, serve, or distribute alcoholic beverages during public events.

Applicants seeking a Special Event Alcohol Permit in the City and County of Broomfield should review the Colorado Liquor Code -Special Event Permits and Broomfield Municipal Code and submit an application to the Clerk's Office no later than 45 days prior to the event date. To ensure prompt and efficient processing of your application, first time applicants are encouraged to schedule an application intake appointment with the Clerk's Office once the application packet has been completed.

| CITY AND COUNTY OF BROOMFIELD APPLICATION FOR A SPECIAL EVENTS ALCOHOL PERMIT | | | |
|--|---|--|--------------------------------|
| In order to qualify for a Special Events Permit, you must be a qualifying organization per 44-5-102 C.R.S. <input type="checkbox"/> Social <input type="checkbox"/> Athletic <input type="checkbox"/> Philanthropic Institution <input type="checkbox"/> Fraternal <input type="checkbox"/> Political Candidate <input type="checkbox"/> Chartered Branch, Lodge or Chapter <input type="checkbox"/> Patriotic <input type="checkbox"/> Municipality Owned <input type="checkbox"/> National Organization or Society <input type="checkbox"/> Political <input type="checkbox"/> Religious Institution | | Type of Special Event Applicant is Applying For: <input type="checkbox"/> Malt, Vinous and Spirituous Liquor \$100 per day <input type="checkbox"/> Fermented Malt Beverage \$100 per day | |
| 1. Name of applicant, organization, or political candidate | | 2. Name of event | |
| 3. Mailing address of applicant, organization, or political candidate (include street, city/town and zip) | | 4. Address where special event will take place (include location name and street, city/town and zip) | |
| Name | Are you over 21 years old? | Phone Number | Email Address |
| 5. Authorized representative of qualifying organization or political candidate | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6. Event Manager | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7. Has the applicant, organization, or political candidate been issued a special event permit this calendar year? <input type="checkbox"/> Yes <input type="checkbox"/> No How many days? _____ | | 8. Is the premise for which your event is to be held currently listed under the Colorado Liquor or Beer codes? <input type="checkbox"/> Yes <input type="checkbox"/> No To Whom? _____ | |
| 9. Does the applicant, organization, or political candidate have possession or written permission for the use of the premise to be licensed? | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| List below the exact date(s) for which application is being made for permit (Please note a \$100 fee is required for each day) | | | |
| Date: Hours From: To: | Date: Hours From: To: | Date: Hours From: To: | Date: Hours From: To: |
| OATH OF APPLICANT | | | |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information there is true, correct, and complete to the best of my knowledge. | | | |
| Signature | | Title | Date |
| REPORT AND APPROVAL OF LOCAL AUTHORITY | | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. | | | |
| THEREFORE, THIS APPLICATION IS APPROVED. | | | |
| CITY AND COUNTY OF BROOMFIELD | | | |
| Signature | | Title | Date |



SPECIAL EVENT ALCOHOL PERMIT SUPPLEMENTAL QUESTIONS

| |
|---|
| 1. Name of applicant, organization, or political candidate : |
| 2. Name of event: |
| 3. Description of event: |
| 4. *Event Dates/Hours: Date(s): _____ Set-up will start at: _____ Event/alcohol sales from _____ to _____ Clean-up over by: _____ *Please note that if the event is multi-day the applicant can submit one application, but will need to pay \$100 per day. If the time of event varies per day, please include below: |
| 5. How many people are expected to attend this event? What is the occupancy of the facility if indoors? |
| 6. What type of restroom facilities will be available during the event? |

7. CONTROL PLAN Questions.

1. Describe how the perimeter of the event will be established (roping, fence, walls, etc.).
2. What processes will be implemented to ensure alcohol will be served to patrons 21 years of age or older? What method will be used for checking the identification of patrons?
3. How will you prevent alcohol from being removed from the proposed premise? Will the event include security, organization marshals, police officers, etc?
4. How and where will alcohol be stored when not being served?
5. Are any of the servers certified through a [Responsible Vendors Training](#) program?
6. Who is responsible for monitoring the conduct, age, and level of intoxication of the patrons?

8. FOOD PLAN Questions.

Sandwiches or other food snacks must be available during all hours of alcohol service during the special event.

1. What type of food items will be available at the event? Provide a copy of the menu if possible.

2. Who will provide the food? If a catering company, food establishment or mobile food vendor will be used, a copy of their retail food license needs to be provided with the application. If food will be purchased from a grocery store, please provide the location address.

I hereby certify that the facts contained within this questionnaire are accurate and true, and any variation could result in revocation of the permit.

Applicant's Signature:

Date:

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Baseline Enrichment and Community Collaboration Assembly, Inc.

is a

Nonprofit Corporation

formed or registered on 03/19/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191235029 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2023 that have been posted, and by documents delivered to this office electronically through 02/16/2023 @ 07:19:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/16/2023 @ 07:19:54 in accordance with applicable law. This certificate is assigned Confirmation Number 14703837 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."