

**BASELINE METROPOLITAN DISTRICT NOS. 1-9**  
**NOTICE AND AGENDA OF REGULAR MEETING**

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

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expiration</u></b>
Kim Perry	President & Chairperson	May 2025
Kyle Harris	Vice President	May 2025 Nos. 1, 2 & 4   2027 Nos. 5-9
Josh Kane	Secretary	May 2027
Tim DePeder	Assistant Secretary	May 2027
Karen McShea	Treasurer	May 2025

**BASELINE METROPOLITAN DISTRICT NO. 3**

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expiration</u></b>
Kim Perry	President & Chairperson	May 2025
Kyle Harris	Vice President	May 2025
Josh Kane	Secretary	May 2027
Judith Sarro	Assistant Secretary	May 2027
Susan Brunkhardt	Treasurer	May 2025

**Date: October 5, 2023 (Thursday)**

**Time: 1:00 P.M.**

**Place: MS Teams & Teleconference**

[Click here to join the meeting](#)

Meeting ID:284 438 844 685; Passcode: PhZpKU

**Or call in (audio only)**

[+1 720-721-3140,,894678356#](#); Phone Conference ID: 894 678 356#

**I. ADMINISTRATIVE ITEMS**

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. **(Pages 1-3)**
- D. Public Comment. (Limited to 3-Minutes Per Person).
- E. Director Comment.

**II. CONSENT AGENDA**

- A. Approval of Minutes – September 7, 2023, Regular Meeting. **(Pages 4-9)**
- B. Ratification of Payables. **(Pages 10-21)**
- C. Approval of Unaudited Financial Statements for the period ending June 30, 2023. **(Pages 22-34)**
- D. Ratification of Contract Modifications. **(Pages 35-36)**

Professionally Managed by:  
Pinnacle Consulting Group, Inc.  
550 W. Eisenhower, Loveland, CO 80537  
Phone: 970-617-2477 | FAX: 970-669-3612  
District Email: [basemdadmin@pcgi.com](mailto:basemdadmin@pcgi.com)  
District Website: [www.baselinemd.live](http://www.baselinemd.live)

### III. DISTRICT MANAGER ITEMS

- A. District Managers' Report. **(Pages 37-38)**

### IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update.  
**(Pages 39-42)**
- B. Capital Fund Summary and Capital Needs Assessment Review.  
**(To Be Distributed Under Separate Cover)**
- C. Budget Approval and Contracting.
- a. General Capital (CFS #1)
    - i. Consider Approval of Master Services Agreement and Work Order 2023-01 with TraceAir - \$20,950.00. **(Pages 43-69)**
  - b. Southlands (CFS #12) **(To Be Distributed Under Separate Cover)**
    - i. Consider Approval of Construction Management Services Master Services Agreement and Work Order with Contour Services - \$TBD.
    - ii. Present Bid Analysis Summary Memorandum – Public Grading.
    - iii. Consider Approval of Construction Contract with TBD for Public Grading - \$TBD.
  - c. 160<sup>th</sup> Avenue (CFS #14) **(To Be Distributed Under Separate Cover)**
    - i. Consider Approval of Agreement with Civitas Resources - \$TBD.
  - d. Parkside West Phase 2 (CFS #21)
    - i. Present Bid Analysis Summary Memorandum – Park Lane Public Landscaping Improvements. **(Page 70)**
    - ii. Consider Approval of Construction Contract with ECI for Public Landscaping Improvements - \$TBD.
    - iii. Consider Approval of Amended Project Budget - \$TBD.
    - iv. **(Pages 71-74)**
- D. Consider Approval of Work Orders and Change Orders with MRES for District Project Management Services. **(To Be Distributed Under Separate Cover)**

### V. FINANCIAL ITEMS

- A. Finance Manager's Report. **(Pages 75-76)**

### VI. LEGAL ITEMS

- A. Consideration and Approval of Purchase and Sale Agreement for TE Credits – Parklands “Big Greens”. **(Pages 77-94)**
- B. Consideration and Approval of Pipeline Facility Relocation Agreement.  
**(To Be Distributed Under Separate Cover)**

### VII. DIRECTOR ITEMS

### VIII. OTHER MATTERS

- IX. **EXECUTIVE SESSION** – If necessary, pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice on specific legal questions.

### X. ADJOURNMENT

***\*\*\*The next Regular Meeting is scheduled for November 2, 2023\*\*\****

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550 W. Eisenhower, Loveland, CO 80537  
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District Website: [www.baselinemd.live](http://www.baselinemd.live)

## RECORD OF PROCEEDINGS

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

HELD  
September 7, 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, September 7, 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  
 Susan Brunkhardt, Treasurer

#### Directors Absent, but Excused:

Judith Sarro, Assistant Secretary

#### Also in Attendance Were:

Alan Pogue; Icenogle Seaver Pogue, P.C.  
 Jim Niemczyk, Mike McBride, Amanda Dwight, Samantha Romero,  
 Megan Ott, and Griffin Barlow; McWhinney.  
 John Cutler; John Cutler & Associates, LLC.  
 Bryan Newby, Kieyesia Conaway, Brendan Campbell, Irene Buenavista,  
 Casey Milligan, and Adam Brix; Pinnacle Consulting Group, Inc.

#### ADMINISTRATIVE ITEMS

Call to Order: The Regular Meeting of the Boards of Directors (collectively, the “Boards”) of the Baseline Metropolitan District Nos. 1-9 (collectively, the “District”) was called to order by Director Perry at 1:02 p.m.

## RECORD OF PROCEEDINGS

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Combined Meeting: The Boards determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted below, the matters set forth below shall be deemed to be the actions of the Board of Directors of Baseline Metropolitan District No. 1, with concurrence by the Boards of Directors of Baseline Metropolitan District Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

Declaration of Quorum/Director Qualifications/Disclosure of Potential Conflicts of Interest: Director Perry noted that a quorum was present, with five out of five Directors in attendance for District Nos. 1, 2, 4-9, and four out of five Directors in attendance for District No. 3. All Board Members confirmed their qualifications to serve on the Boards. 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 approval of the agenda. Following review and discussion, upon a motion duly made by Director DePeder, seconded by Director Kane, and upon vote, unanimously carried, it was

**RESOLVED** to approve the agenda, as amended to remove item IV D - Consider Approval of Work Orders and Change Orders with MRES for District Project Management Services.

Public Comment: There were no Public Comments received.

Director Comment: There were no Director Comments received.

**RECORD OF PROCEEDINGS**

CONSENT AGENDA

Director Perry reviewed the items on the consent agenda with the Boards. Director Perry advised the Boards that any item may be removed from the consent agenda to the regular agenda upon the request of any Director. No items were requested to be removed from the consent agenda. Upon a motion duly made by Director DePeder, Seconded by Director McShea, the following items on the consent agenda were unanimously approved, ratified and adopted:

- A. Approval of Minutes – June 1, 2023 and July 6, 2023 Regular Meeting.
- B. Ratification of Payables.
- C. Approval of Unaudited Financial Statements for the period ending June 30, 2023.
- D. Ratification of Contract Modifications.
- E. Approval of Second Amendment to 2023 Meeting Resolution.
- F. Approval of Second Amendment to 2023 Administrative Matters Resolution.
- G. Approval of Access and Utility Easement with City and County of Broomfield.
- H. Approval of License Agreement with Boulder Creek Baseline, LLC.

DISTRICT MANAGER ITEMS

District Manager’s Report: Mr. Newby presented the Manager’s report to the Boards and answered questions. Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

CAPITAL INFRASTRUCTURE ITEMS

Capital Infrastructure Report and District Project Manager Update: Mr. Milligan presented the Capital Infrastructure Report and Mr. Niemczyk provided the District Project Manager Update to the Boards and answered questions.

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

Master Service Agreement and Work Order 2023-01 with America’s Best Striping Company: Mr. Milligan presented to the Boards the Master Service Agreement and Work Order 2023-01 with America’s Best Striping Company for the West Sheridan Residential Phase 2 (CFS #11) in the

## RECORD OF PROCEEDINGS

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amount of \$7,209.87 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Master Service Agreement and Work Order 2023-01 with America's Best Striping Company for the West Sheridan Residential Phase 2 (CFS #11) in the amount of \$7,209.87.

Southlands (CFS #12): This item was tabled until the next Regular Board Meeting on October 5, 2023.

Master Service Agreement and Work Order 2023-01 with Civitas Resources: This item was tabled until the next Regular Board Meeting on October 5, 2023.

160<sup>th</sup> Avenue (CFS #14): Mr. Niemczyk discussed with the Boards the recommendation for an amended project budget for the 160<sup>th</sup> Avenue (CFS #14) in the amount of \$6,894,000.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

**RESOLVED** to approve the amended project budget for 160<sup>th</sup> Avenue (CFS #14) in the amount of \$6,894,000.00.

Sheridan Parkway Phase 2 (CFS #15): Mr. Niemczyk discussed with the Boards the recommendation for an amended project budget for the Sheridan Parkway Phase 2 (CFS #15) in the amount of \$6,214,688.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

**RESOLVED** to approve the amended project budget for Sheridan Parkway Phase 2 (CFS #15) in the amount of \$6,214,688.00.

Bid Analysis Summary Memorandum – Public Signage for Monumentation Phase 3 (CFS # 23): Mr. Milligan presented the Bid Analysis Summary Memorandum – Public Signage for Monumentation Phase 3 (CFS #23) to the Boards and answered questions.

Monumentation Phase 3 (CFS #23) Construction Contract with BCS Signs for Public Signage: Mr. Niemczyk discussed with the Boards the

**RECORD OF PROCEEDINGS**

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Construction Contract with BCS Signs for Public Signage for Monumentation Phase 3 (CFS #23) and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director DePeder, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Monumentation Phase 3 (CFS#23) Construction Contract with BCS Signs for Public Signage in the amount of \$146,079.70.

Monumentation Phase 3 (CFS #23): Ms. Dwight discussed with the Boards the recommendation for an amended project budget for the Monumentation Phase 3 (CFS #23) in the amount of \$234,561.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and upon vote, unanimously carried, it was

**RESOLVED** to approve the amended project budget for Monumentation Phase 3 (CFS #23) in the amount of \$234,561.00.

Monumentation Phase 3 PM Memo Fee: Ms. Dwight presented the Monumentation Phase 3 PM Memo Fee to the Board and answered questions. Following review and discussion, upon motion duly made by Director DePeder, seconded by Director Harris, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Monumentation Phase 3 PM Memo in the amount of \$10,023.99 over a five-month period totaling \$200,480.00 ending on February 1, 2024.

Approval of Work Orders and Change Orders with MRES for District Project Management Services: This item was tabled until the next Regular Board Meeting on October 5, 2023.

FINANCIAL ITEMS

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

LEGAL ITEMS

Approval of City and County of Broomfield Improvement and Maintenance Agreement for Preble Creek Drainageway: This item was tabled until the next Regular Board Meeting on October 5, 2023.



**RECORD OF PROCEEDINGS**

Approval of First Amendment to Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement: Mr. Pogue presented the First Amendment to Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement to the Boards and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

**RESOLVED** to approve the First Amendment to Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement.

DIRECTOR ITEMS

There were no Director Items to come before the Boards.

OTHER MATTERS

There were no Other Matters to come before the Boards.

ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 1:55 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

\_\_\_\_\_  
Kieyesia Conaway, Recording Secretary for the Meeting

**Baseline Metropolitan District No. 1**  
**Check Detail**  
**August 30 through September 29, 2023**

Type	Num	Date	Name	Account	Paid Amount
<b>Liability Check</b>		<b>08/31/2023</b>	<b>QuickBooks Payroll Service</b>	<b>1-11005 - Checking - First Bank</b>	
				66000 - Payroll Expenses	15.75
			QuickBooks Payroll Service	1-22110 - Direct Deposit Liabilities	1,477.60
TOTAL					<u>1,493.35</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Icenogle Seaver Pogue, P.C.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	23969	07/31/2023		1-51110 - Legal	6,033.54
				1-51050 - Elections	133.00
TOTAL					<u>6,166.54</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	169952	07/25/2023		1-52904 - Irrigation Repair & Upgrade	566.48
TOTAL					<u>566.48</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	168114	07/01/2023		1-52101 - Manicured Landscaping O&M	8,603.75
TOTAL					<u>8,603.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>John Cutler &amp; Associates</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	071923	07/19/2023		1-51010 - Audit	1,500.00
TOTAL					<u>1,500.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>High Plains Environmental Center</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	2617	07/01/2023		1-52107 - Native Area O&M	1,112.92
TOTAL					<u>1,112.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	168737	07/14/2023		1-52904 - Irrigation Repair & Upgrade	1,007.11
TOTAL					<u>1,007.11</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Prairie Mountain Media</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	199575	07/31/2023		1-51120 - Office and Other	62.92
TOTAL					<u>62.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24816	07/31/2023		1-51045 - Facilities Management	7,525.00
				1-51000 - Accounting	10,395.00
				1-51040 - District Management	8,330.00
				1-51120 - Office and Other	676.86
TOTAL					<u>26,926.86</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	168882	07/21/2023		1-52904 - Irrigation Repair & Upgrade	769.97
TOTAL					<u>769.97</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
**August 30 through September 29, 2023**

Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	168960	07/24/2023		1-52110 · Site Cleanup	856.25
TOTAL					<u>856.25</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	169113	07/28/2023		1-52904 · Irrigation Repair & Upgrade	378.79
TOTAL					<u>378.79</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Baseline Community Association</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	BCA-072023	07/31/2023		1-51400 · Utilities	1,353.28
TOTAL					<u>1,353.28</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Utility Notification Center of Colorado</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	223070186	07/31/2023		1-51400 · Utilities	270.90
TOTAL					<u>270.90</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	168677	07/11/2023		1-52903 · Tree/Plant Replacement & Upgrad	500.00
TOTAL					<u>500.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	169979	07/27/2023		1-52904 · Irrigation Repair & Upgrade	749.19
TOTAL					<u>749.19</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>08/31/2023</b>	<b>OLM, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	41624	07/31/2023		1-52103 · Manicured Landscaping Inspectio	1,407.00
TOTAL					<u>1,407.00</u>
<b>Paycheck</b>	<b>ACH</b>	<b>09/01/2023</b>	<b>Susan J Brunkhardt</b>	<b>1-11005 · Checking - First Bank</b>	
				1-51030 · Directors Fees	100.00
				1-51030 · Directors Fees	6.20
				1-24000 · Payroll Liabilities	6.20
				1-24000 · Payroll Liabilities	6.20
				1-51030 · Directors Fees	1.45
				1-24000 · Payroll Liabilities	1.45
				1-24000 · Payroll Liabilities	1.45
				66000 · Payroll Expenses	1.80
				1-24000 · Payroll Liabilities	1.80
				1-22110 · Direct Deposit Liabilities	92.35
TOTAL					<u>218.90</u>
<b>Paycheck</b>	<b>ACH</b>	<b>09/01/2023</b>	<b>Timothy DePeder</b>	<b>1-11005 · Checking - First Bank</b>	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
TOTAL					<u>430.60</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
**August 30 through September 29, 2023**

Type	Num	Date	Name	Account	Paid Amount
Paycheck	ACH	09/01/2023	Joshua Kane	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
Paycheck	ACH	09/01/2023	Kim L Perry	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
Paycheck	ACH	09/01/2023	Karen McShea	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
Paycheck	ACH	09/01/2023	Susan J Brunkhardt	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	100.00
				1-51030 · Directors Fees	6.20
				1-24000 · Payroll Liabilities	6.20
				1-24000 · Payroll Liabilities	6.20
				1-51030 · Directors Fees	1.45
				1-24000 · Payroll Liabilities	1.45
				1-24000 · Payroll Liabilities	1.45
				66000 · Payroll Expenses	0.60
				1-24000 · Payroll Liabilities	0.60
1-22110 · Direct Deposit Liabilities	92.35				
TOTAL				<u>216.50</u>	
Paycheck	ACH	09/01/2023	Timothy DePeder	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	

**Baseline Metropolitan District No. 1**  
**Check Detail**  
**August 30 through September 29, 2023**

Type	Num	Date	Name	Account	Paid Amount
Paycheck	ACH	09/01/2023	Kim L Perry	1-11005 - Checking - First Bank	
				1-51030 - Directors Fees	200.00
				1-51030 - Directors Fees	12.40
				1-24000 - Payroll Liabilities	12.40
				1-24000 - Payroll Liabilities	12.40
				1-51030 - Directors Fees	2.90
				1-24000 - Payroll Liabilities	2.90
				1-24000 - Payroll Liabilities	2.90
				1-22110 - Direct Deposit Liabilities	184.70
TOTAL					<u>430.60</u>
Paycheck	ACH	09/01/2023	Kyle E Harris	1-11005 - Checking - First Bank	
				1-51030 - Directors Fees	200.00
				1-51030 - Directors Fees	12.40
				1-24000 - Payroll Liabilities	12.40
				1-24000 - Payroll Liabilities	12.40
				1-51030 - Directors Fees	2.90
				1-24000 - Payroll Liabilities	2.90
				1-24000 - Payroll Liabilities	2.90
				1-22110 - Direct Deposit Liabilities	184.70
TOTAL					<u>430.60</u>
Bill Pmt -Check	Bill.com	09/06/2023	Arthouse Design	1072 - Bill.com Money Out Clearing	
Bill	1235	07/15/2023		3-55544 - Engineering	4,355.00
TOTAL					<u>4,355.00</u>
Bill Pmt -Check	Bill.com	09/06/2023	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	24771	07/15/2023		3-55203 - Project Administration	1,875.00
TOTAL					<u>1,875.00</u>
Bill Pmt -Check	Bill.com	09/06/2023	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	24767	07/15/2023		3-55363 - Project Administration	1,012.50
TOTAL					<u>1,012.50</u>
Bill Pmt -Check	Bill.com	09/06/2023	BrightView Landscape Development	1072 - Bill.com Money Out Clearing	
Bill	App No 28	07/15/2023		3-55181 - Project-Direct	5,844.35
TOTAL					<u>5,844.35</u>
Bill Pmt -Check	Bill.com	09/06/2023	Coyote Ridge Construction, LLC	1072 - Bill.com Money Out Clearing	
Bill	App No 12	07/15/2023		3-55371 - Project Direct	57,525.24
TOTAL					<u>57,525.24</u>
Bill Pmt -Check	Bill.com	09/06/2023	BrightView Landscape Development	1072 - Bill.com Money Out Clearing	
Bill	App 28	07/15/2023		3-55141 - Project-Direct	33,120.90
TOTAL					<u>33,120.90</u>
Bill Pmt -Check	Bill.com	09/06/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	400167	07/15/2023		3-55362 - Project Management	7,690.85
TOTAL					<u>7,690.85</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501312	07/15/2023		3-55334 · Engineering	8,251.03
TOTAL					<u>8,251.03</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24774	07/15/2023		3-55263 · Project Administration	1,387.50
TOTAL					<u>1,387.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App #21	07/15/2023		3-55201 · Project-Direct	51,404.88
TOTAL					<u>51,404.88</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24773	07/15/2023		3-55233 · Project Administration	1,125.00
TOTAL					<u>1,125.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App #6	07/15/2023		3-55361 · Project Direct	15,436.71
TOTAL					<u>15,436.71</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24770	07/15/2023		3-55543 · Project Administration	2,587.50
TOTAL					<u>2,587.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	400168	07/15/2023		3-55372 · Project Management	14,278.79
TOTAL					<u>14,278.79</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501350	07/15/2023		3-55334 · Engineering	4,807.10
TOTAL					<u>4,807.10</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501308	07/15/2023		3-55234 · Engineering	2,897.25
TOTAL					<u>2,897.25</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24769	07/15/2023		3-55333 · Project Administration	1,387.50
TOTAL					<u>1,387.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501342	07/15/2023		3-55204 · Engineering	1,070.00
TOTAL					<u>1,070.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	400165	07/15/2023		3-55342 · Project Management	11,253.00
TOTAL					<u>11,253.00</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501314	07/15/2023		3-55424 · Engineering	6,250.00
TOTAL					<u>6,250.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501347	07/15/2023		3-55424 · Engineering	2,345.00
TOTAL					<u>2,345.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	400166	07/15/2023		3-55552 · Project Management	10,970.40
TOTAL					<u>10,970.40</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501339	07/15/2023		3-55553 · Project Administration	3,748.75
TOTAL					<u>3,748.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App #4	07/15/2023		3-55551 · Project Direct	14,130.49
TOTAL					<u>14,130.49</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	400170	07/15/2023		3-55242 · Project Management	7,749.00
TOTAL					<u>7,749.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Birch Ecology, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	902	07/15/2023		3-51060 · Capital-General Engineering	7,500.00
TOTAL					<u>7,500.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App #12	07/15/2023		3-55391 · Project Direct	196,798.22
TOTAL					<u>196,798.22</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501309	07/15/2023		3-55244 · Engineering	3,142.69
TOTAL					<u>3,142.69</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24764	07/15/2023		3-55553 · Project Administration	1,537.50
TOTAL					<u>1,537.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App 21	07/15/2023		3-55391 · Project Direct	75,498.98
TOTAL					<u>75,498.98</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	153399	07/15/2023		3-51060 · Capital-General Engineering	197.50
TOTAL					<u>197.50</u>

**Baseline Metropolitan District No. 1**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501343	07/15/2023		3-55244 · Engineering	6,230.00
TOTAL					<u>6,230.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24765	07/15/2023		3-51040 · Capital-General District Mgmt	2,137.50
TOTAL					<u>2,137.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	155534	07/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	400169	07/15/2023		3-55392 · Project Management	20,858.90
TOTAL					<u>20,858.90</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24772	07/15/2023		3-55393 · Project Administration	3,605.00
TOTAL					<u>3,605.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501349	07/15/2023		3-55244 · Engineering	13,460.00
TOTAL					<u>13,460.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Prairie Mountain Media</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	Ad 1990461	07/15/2023		3-55245 · Permits, Fees and Other	95.04
TOTAL					<u>95.04</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Birch Ecology, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	919	07/15/2023		3-51060 · Capital-General Engineering	12,385.30
TOTAL					<u>12,385.30</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24768	07/15/2023		3-55243 · Project Administration	3,600.00
TOTAL					<u>3,600.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24766	07/15/2023		3-55423 · Project Administrator	1,435.00
TOTAL					<u>1,435.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>Prairie Mountain Media</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000356041	07/15/2023		3-51120 · Office and Other - Capital	275.44
TOTAL					<u>275.44</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>PASE Contracting, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	38849	07/15/2023		3-51060 · Capital-General Engineering	2,121.30
TOTAL					<u>2,121.30</u>



**Baseline Metropolitan District No. 1**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	154107	07/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	400171	07/15/2023		3-51170 · Capital-General Master Planning	770.50
TOTAL					<u>770.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/06/2023</b>	<b>PASE Contracting, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	38822	07/15/2023		3-51060 · Capital-General Engineering	1,067.32
TOTAL					<u>1,067.32</u>
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/06/2023</b>	<b>Bill.com</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	23090792874	08/31/2023		1-51120 · Office and Other	82.93
TOTAL					<u>82.93</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/08/2023</b>	<b>Wagner Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	Pay App 1	07/15/2023		3-55341 · Project Direct	8,780.41
TOTAL					<u>8,780.41</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/08/2023</b>	<b>Wagner Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App No 1	07/15/2023		3-55341 · Project Direct	80,006.06
TOTAL					<u>80,006.06</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/08/2023</b>	<b>Wagner Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App #1	07/15/2023		3-55551 · Project Direct	21,117.76
TOTAL					<u>21,117.76</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/08/2023</b>	<b>Wagner Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App 1	07/15/2023		3-55551 · Project Direct	594,521.88
TOTAL					<u>594,521.88</u>
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield- xx7768</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172147768 08.23	08/24/2023		1-51400 · Utilities	527.39
TOTAL					<u>527.39</u>
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield- xx7769</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172147769 08.23	08/24/2023		1-51400 · Utilities	569.91
TOTAL					<u>569.91</u>
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield-xx7765</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172147765 08.23	08/24/2023		1-51400 · Utilities	99.11
TOTAL					<u>99.11</u>
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>United Power</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	23626100	08/03/2023		1-51400 · Utilities	3.71
TOTAL					<u>3.71</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>United Power</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	17971400 08.23	08/31/2023		1-51400 - Utilities	<u>22.28</u>
TOTAL					22.28
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield-xx7766</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172147766 08.23	08/24/2023		1-51400 - Utilities	<u>94.26</u>
TOTAL					94.26
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield-xx7770</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172147770 08.23	08/24/2023		1-51400 - Utilities	<u>61.04</u>
TOTAL					61.04
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield- xx6731</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172146731 08.23	08/24/2023		1-51400 - Utilities	<u>9.79</u>
TOTAL					9.79
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield-xx7767</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172147767 08.23	08/24/2023		1-51400 - Utilities	<u>344.92</u>
TOTAL					344.92
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>09/11/2023</b>	<b>City and County of Broomfield- xx6732</b>	<b>1-11005 - Checking - First Bank</b>	
Bill	172146732 08.23	08/24/2023		1-51400 - Utilities	<u>11.45</u>
TOTAL					11.45
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/19/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24775	07/15/2023		3-55303 - Project Administration	<u>2,475.00</u>
TOTAL					2,475.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/19/2023</b>	<b>BrightView Landscape Development</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App #28	07/15/2023		3-55301 - Project-Direct	<u>18,215.00</u>
TOTAL					18,215.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/19/2023</b>	<b>Hall Contracting LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	App 12	07/15/2023		3-55301 - Project-Direct	<u>34,728.20</u>
TOTAL					34,728.20
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/19/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	0000501310	07/15/2023		3-55304 - Engineering	<u>2,405.75</u>
TOTAL					2,405.75
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	170203	08/10/2023		1-52904 - Irrigation Repair & Upgrade	<u>173.52</u>
TOTAL					173.52
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	169537	08/01/2023		1-52101 - Manicured Landscaping O&M	<u>8,603.75</u>
TOTAL					8,603.75

**Baseline Metropolitan District No. 1**  
**Check Detail**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	170155	07/03/2023		1-52904 · Irrigation Repair & Upgrade	11,501.10
TOTAL					<u>11,501.10</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24951	08/31/2023		1-51040 · District Management	5,950.00
				1-51000 · Accounting	7,525.00
				1-51045 · Facilities Management	5,320.00
				1-51120 · Office and Other	178.79
TOTAL					<u>18,973.79</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>OLM, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	41795	08/28/2023		1-52103 · Manicured Landscaping Inspectio	1,407.00
TOTAL					<u>1,407.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Icenogle Seaver Pogue, P.C.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	24146	08/31/2023		1-51110 · Legal	5,682.51
TOTAL					<u>5,682.51</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>High Plains Environmental Center</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	2634	08/01/2023		1-52107 · Native Area O&M	1,112.92
TOTAL					<u>1,112.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	170183	08/10/2023		1-52904 · Irrigation Repair & Upgrade	511.46
TOTAL					<u>511.46</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	170190	08/10/2023		1-52904 · Irrigation Repair & Upgrade	692.70
TOTAL					<u>692.70</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	170133	08/09/2023		1-52110 · Site Cleanup	2,002.32
TOTAL					<u>2,002.32</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>OLM, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	41490	07/03/2023		1-52103 · Manicured Landscaping Inspectio	1,407.00
TOTAL					<u>1,407.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	170557	08/28/2023		1-52904 · Irrigation Repair & Upgrade	245.27
TOTAL					<u>245.27</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
**August 30 through September 29, 2023**

Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Utility Notification Center of Colorado</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	223080186	08/31/2023		1-51400 · Utilities	290.25
TOTAL					<u>290.25</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>09/27/2023</b>	<b>Fiske Electric</b>	<b>1072 - Bill.com Money Out Clearing</b>	
Bill	M2307004-1	08/31/2023		1-52210 · Lighting and Electrical O&M	262.50
TOTAL					<u>262.50</u>
<b>Liability Check</b>		<b>09/28/2023</b>	<b>QuickBooks Payroll Service</b>	<b>1-11005 · Checking - First Bank</b>	
				66000 · Payroll Expenses	12.25
			QuickBooks Payroll Service	1-22110 · Direct Deposit Liabilities	1,200.55
TOTAL					<u>1,212.80</u>
<b>Paycheck</b>	<b>ACH</b>	<b>09/29/2023</b>	<b>Judith A Sarro</b>	<b>1-11005 · Checking - First Bank</b>	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
TOTAL					<u>430.60</u>
<b>Paycheck</b>	<b>ACH</b>	<b>09/29/2023</b>	<b>Karen McShea</b>	<b>1-11005 · Checking - First Bank</b>	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
TOTAL					<u>430.60</u>
<b>Paycheck</b>	<b>ACH</b>	<b>09/29/2023</b>	<b>Susan J Brunkhardt</b>	<b>1-11005 · Checking - First Bank</b>	
				1-51030 · Directors Fees	100.00
				1-51030 · Directors Fees	6.20
				1-24000 · Payroll Liabilities	6.20
				1-24000 · Payroll Liabilities	6.20
				1-51030 · Directors Fees	1.45
				1-24000 · Payroll Liabilities	1.45
				1-24000 · Payroll Liabilities	1.45
				66000 · Payroll Expenses	0.60
				1-24000 · Payroll Liabilities	0.60
				1-22110 · Direct Deposit Liabilities	92.35
TOTAL					<u>216.50</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
**August 30 through September 29, 2023**

Type	Num	Date	Name	Account	Paid Amount
Paycheck	ACH	09/29/2023	Timothy DePeder	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
Paycheck	ACH	09/29/2023	Joshua Kane	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
Paycheck	ACH	09/29/2023	Kim L Perry	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
Paycheck	ACH	09/29/2023	Kyle E Harris	1-11005 · Checking - First Bank	
				1-51030 · Directors Fees	200.00
				1-51030 · Directors Fees	12.40
				1-24000 · Payroll Liabilities	12.40
				1-24000 · Payroll Liabilities	12.40
				1-51030 · Directors Fees	2.90
				1-24000 · Payroll Liabilities	2.90
				1-24000 · Payroll Liabilities	2.90
				1-22110 · Direct Deposit Liabilities	184.70
				TOTAL	
				<u>Total</u>	<u>1,504,140.68</u>



## Management Financial Statements

BOARD OF DIRECTORS  
BASELINE METROPOLITAN DISTRICT NOS. 1-9

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2022 and June 30, 2023.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the financial position and results of operations.

A handwritten signature in black ink, appearing to be "J. Blum", is written over a horizontal line.

Pinnacle Consulting Group, Inc.  
August 18, 2023

### Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537  
(970)669-3611 (303)333-4380  
www.PCGI.com

*Serving our clients and community through excellent dependable service.*

BASELINE METROPOLITAN DISTRICT NO. 1						
BALANCE SHEET						
		Audited	Unaudited			
		Actual	Actual			
		12/31/2022	6/30/2023			
<b>Assets</b>						
<b>Current Assets</b>						
Cash, Checking	\$	4,844,687	\$	4,865,815		
West Sheridan Residential Phase 2 Escrow		629,220		330,199		
East Sheridan Residential Escrow		2,914,146		2,294,938		
Parkside West Escrow		4,338,079		2,551,556		
UMB - 2018 Bond - Reserve		5,355,812		5,355,925		
UMB - 2018 Bond - Bond Fund		39,686		2,528,862		
UMB - 2018 Bond - Addl Obligations		1,322,235		2,039		
UMB - 2018 Bond - Pledged Revenue		356,531		250,042		
UMB - 2018 Bond - Custody		983		0		
UMB - 2018 Surplus		4,818,351		6,541,698		
UMB - 2021 Bond - Reserve		1,188,895		1,193,238		
UMB - 2021 Bond - A Bond Fund		713,200		413,462		
UMB - 2021A Bond - Project Fund		4,177,067		3,902,646		
UMB - 2021B Bond - Project Fund		12,806,928		13,109,168		
UMB - 2021A Bond - Surplus Fund		-		559,325		
UMB - 2021A Bond - Rev Fund		2,330		2,386		
Accounts Receivable		1,549,525		3,069,123		
Prepaid Expenses		24,191		-		
Total Current Assets	\$	45,081,867	\$	46,970,424		
<b>Long-Term Assets</b>						
Landscaping	\$	2,260,576	\$	2,260,576		
Construction in Progress		65,423,878		65,423,878		
Less: Accumulated Depreciation		(330,201)		(331,908)		
Total Long-Term Assets	\$	67,354,253	\$	67,352,546		
<b>Total Assets</b>	<b>\$</b>	<b>112,436,120</b>	<b>\$</b>	<b>114,322,970</b>		
<b>Liabilities</b>						
<b>Current Liabilities</b>						
Accounts Payable	\$	4,692,397	\$	1,303,805		
Payroll Liabilities		264		789		
Retainage Payable		1,809,870		1,608,244		
Total Current Liabilities	\$	6,502,532	\$	2,912,837		
<b>Long-Term Liabilities</b>						
Capital Advances Payable	\$	23,145,867	\$	25,607,204		
Capital Advances Payable, Non-CCOB		331,118		331,118		
Interest Payable, Capital Adv		1,533,338		1,533,338		
Bonds Payable - 2018		65,110,000		65,110,000		
Bonds Discount - 2018		(219,409)		(219,409)		
Bonds Payable - 2021A		13,555,000		13,555,000		
Bonds Payable - 2021B		13,150,000		13,150,000		
Bond Premium 2021		900,904		900,904		
Total Long-Term Debt	\$	117,506,818	\$	119,968,155		
<b>Total Liabilities</b>	<b>\$</b>	<b>124,009,350</b>	<b>\$</b>	<b>122,880,992</b>		
<b>Fund Equity</b>						
Net Investment in Fixed Assets	\$	(50,152,565)	\$	(52,615,609)		
Fund Balance						
Restricted		12,643,186		42,006,574		
Unassigned		25,936,149		2,051,013		
Total Fund Equity	\$	(11,573,229)	\$	(8,558,022)		
<b>Total Liabilities and Fund Equity</b>	<b>\$</b>	<b>112,436,120</b>	<b>\$</b>	<b>114,322,970</b>		
		=		=		

BASELINE METROPOLITAN DISTRICT NO. 1						
STATEMENT OF REVENUES & EXPENDITURES						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
MGDA - TIF	\$ 667,234	\$ 860,331	\$ 860,331	\$ 860,331	\$ 860,331	\$ -
MGDA - SEF	136,287	-	-	-	-	-
Service Fees District # 5	-	1	1	-	-	-
Service Fees District # 6	-	2	2	-	-	-
Service Fees District # 7	-	2	2	-	-	-
Service Fees District # 8	-	2	2	-	-	-
Service Fees District # 9	-	2	2	-	-	-
Interest & Other Income	49,778	4,000	90,000	61,115	4,000	57,115
<b>Total Revenues</b>	<b>\$ 853,299</b>	<b>\$ 864,340</b>	<b>\$ 950,340</b>	<b>\$ 921,446</b>	<b>\$ 864,331</b>	<b>\$ 57,115</b>
<b>Expenditures</b>						
<b>Operations and Maintenance:</b>						
Landscape Maintenance	\$ 43,376	\$ 144,538	\$ 144,538	\$ 62,464	\$ 70,062	\$ (7,598)
Hardscape Maintenance	7,330	17,000	12,000	2,130	8,500	(6,370)
Undeveloped Public Land	1,328	2,000	2,000	-	-	-
Stormwater Facilities	-	5,000	5,000	2,471	2,500	(29)
Amenities	2,643	4,000	4,000	495	500	(5)
Miscellaneous Services	-	1,000	1,000	-	150	(150)
Repairs and Replacements	33,878	37,000	37,000	10,541	2,000	8,541
Utilities	36,032	28,325	30,000	3,688	8,000	(4,312)
Facilities Management	58,695	77,000	77,000	34,825	38,500	(3,675)
HOA Maintenance Services	-	65,000	55,000	10,000	26,250	(16,250)
<b>Administration:</b>						
Accounting	101,758	95,500	95,500	57,190	57,778	(588)
Audit	5,500	6,000	6,000	4,000	4,000	-
District Management	107,351	119,000	119,000	46,725	59,502	(12,777)
Directors Fees	6,854	14,400	14,400	5,545	7,200	(1,655)
Election Expense	11,238	16,000	16,000	12,115	15,600	(3,485)
Engineering and Professional Services	1,675	7,500	7,500	-	1,500	(1,500)
Insurance	23,940	25,200	24,191	24,191	25,200	(1,009)
Legal	69,683	132,000	80,000	48,916	66,000	(17,084)
Office and Other	9,881	32,715	12,000	4,718	6,100	(1,382)
CCOB Administration Fee	-	4,651	4,651	-	-	-
<b>Total Expenditures</b>	<b>\$ 521,162</b>	<b>\$ 833,829</b>	<b>\$ 746,780</b>	<b>\$ 330,014</b>	<b>\$ 399,342</b>	<b>\$ (69,328)</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 332,137</b>	<b>\$ 30,511</b>	<b>\$ 203,560</b>	<b>\$ 591,432</b>	<b>\$ 464,989</b>	<b>\$ 126,442</b>
<b>Beginning Fund Balance</b>	<b>\$ 1,153,043</b>	<b>\$ 1,355,351</b>	<b>\$ 1,485,180</b>	<b>\$ 1,485,180</b>	<b>\$ 1,355,351</b>	<b>\$ 129,829</b>
<b>Ending Fund Balance</b>	<b>\$ 1,485,180</b>	<b>\$ 1,385,862</b>	<b>\$ 1,688,740</b>	<b>\$ 2,076,612</b>	<b>\$ 1,820,340</b>	<b>\$ 256,271</b>
						=
<b>COMPONENTS OF ENDING FUND BALANCE:</b>						
TABOR Reserve (3% of Revenues)	\$ 25,599	\$ 25,599	\$ 25,599	\$ 25,599		
Operating Reserve (25% of Expenses)	208,457	208,457	208,457	208,457		
Repairs and Maintenance Reserve	1,251,124	1,151,806	1,454,684	1,842,556		
<b>Total Components of Ending Fund Balance</b>	<b>\$ 1,485,180</b>	<b>\$ 1,385,862</b>	<b>\$ 1,688,740</b>	<b>\$ 2,076,612</b>		
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Debt Service	0.000	0.000	0.000	0.000		
<b>Total Mill Levy</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>		
<b>Assessed Value</b>	<b>\$ 120</b>	<b>\$ 110</b>	<b>\$ 110</b>	<b>\$ 110</b>		
<b>Property Tax Revenue</b>						
Operating	-	-	-	-		
Debt Service	-	-	-	-		
<b>Total Property Tax Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		



BASELINE METROPOLITAN DISTRICT NO. 1 STATEMENT OF REVENUES & EXPENDITURES DEBT SERVICE FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Service Fees District # 2	\$ 137,075	\$ 51,126	\$ 106,194	\$ 62,749	\$ 28,031	\$ 34,718
Service Fees District # 3	24,237	17,789	37,510	22,173	9,914	12,259
Service Fees District # 4	15,413	62,544	55,275	48,749	51,824	(3,075)
MGDA - TIF	7,106,261	7,845,105	7,845,105	7,476,703	7,845,105	(368,402)
Interest and Other Income	237,095	1,234	700,000	360,599	1,234	359,365
<b>Total Revenues</b>	<b>\$ 7,520,079</b>	<b>\$ 7,977,797</b>	<b>\$ 8,744,084</b>	<b>\$ 7,970,973</b>	<b>\$ 7,936,107</b>	<b>\$ 34,866</b>
<b>Expenditures</b>						
2018A Bond Interest	\$ 3,613,894	\$ 3,613,894	\$ 3,613,894	\$ 1,806,947	\$ 1,806,947	\$ -
2018A Bond Principal	-	645,000	645,000	-	-	-
2021A Bond Interest	677,750	677,750	677,750	338,875	338,875	-
2021B Bond Interest	-	976,605	2,005,701	-	-	-
Trustee and Paying Agent Fees	7,000	6,500	13,500	13,500	6,500	7,000
<b>Total Expenditures</b>	<b>\$ 4,298,644</b>	<b>\$ 5,919,749</b>	<b>\$ 6,955,844</b>	<b>\$ 2,159,322</b>	<b>\$ 2,152,322</b>	<b>\$ 7,000</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 3,221,435</b>	<b>\$ 2,058,048</b>	<b>\$ 1,788,240</b>	<b>\$ 5,811,651</b>	<b>\$ 5,783,785</b>	<b>\$ 27,866</b>
<b>Beginning Fund Balance</b>	<b>\$ 9,396,152</b>	<b>\$ 12,344,842</b>	<b>\$ 12,617,587</b>	<b>\$ 12,617,587</b>	<b>\$ 12,344,842</b>	<b>\$ 272,745</b>
<b>Ending Fund Balance</b>	<b>\$ 12,617,587</b>	<b>\$ 14,402,890</b>	<b>\$ 14,405,827</b>	<b>\$ 18,429,238</b>	<b>\$ 18,128,627</b>	<b>\$ 300,611</b>
						=
<b>COMPONENTS OF ENDING FUND BALANCE:</b>						
Reserve Requirement	\$ 6,535,815	\$ 6,535,815	\$ 6,535,815	\$ 6,535,815		
Capitalized Interest	677,750	-	-	677,750		
Surplus Fund (Max Surplus \$7,866,500)	5,404,022	7,866,500	7,866,500	7,866,500		
Bond Fund	-	575	3,512	3,349,173		
<b>Total Components of Ending Fund Balance</b>	<b>\$ 12,617,587</b>	<b>\$ 14,402,890</b>	<b>\$ 14,405,827</b>	<b>\$ 18,429,238</b>		

BASELINE METROPOLITAN DISTRICT NO. 1						
STATEMENT OF REVENUES & EXPENDITURES						
CAPITAL PROJECTS FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
Revenues	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
Capital Advances - LDA	\$ 6,039,838	\$ 26,714,918	\$ 25,983,573	\$ 2,461,337	\$ 2,461,337	-
Capital Advances - Other	3,325,898	1,521,960	-	-	-	-
Capital Reimbursements	581,142	6,590,276	6,590,276	-	-	-
MGDA - Use Fee	1,045,011	524,250	524,250	409,654	413,400	(3,746)
MGDA - SEF Fee	-	72,000	135,000	133,328	72,000	61,328
Interest and Other Income	296,626	2,500	785,000	396,532	2,500	394,032
<b>Total Revenues</b>	<b>\$ 11,288,514</b>	<b>\$ 35,425,904</b>	<b>\$ 34,018,099</b>	<b>\$ 3,400,852</b>	<b>\$ 2,949,237</b>	<b>\$ 451,614</b>
<b>Expenditures</b>						
Capital Outlay-Infrastructure						
District Management (PCGI Gen. Cap.)	\$ 51,660	\$ 50,000	\$ 50,000	\$ 17,513	\$ 25,000	\$ (7,488)
District Planning/Engineering Mgmt (MRES Gen Cap)	43,902	40,000	40,000	9,006	18,000	(8,994)
District Planning/Engineering (Gen Cap)	160,093	300,000	200,000	18,071	10,000	8,071
Filing 2 Replat C Ph 3 (Flex Industrial 3/4)	448,904	56,959	856,959	675,273	51,600	623,673
West Sheridan Residential (Phase 1)	52,210	-	12,795	12,795	-	12,795
West Sheridan Residential (Phase 2)	1,479,558	1,235,676	1,235,676	526,645	760,000	(233,355)
Sheridan Parkway Phase 1	85,766	112,842	112,842	4,263	42,500	(38,237)
Sheridan Parkway Phase 2	380,790	4,872,263	872,263	36,547	160,000	(123,453)
East Sheridan Residential (Phase 1)	9,834,394	2,435,723	2,435,723	816,591	1,199,269	(382,678)
East Sheridan Residential (Phase 2)	2,601,653	5,118,303	2,118,303	1,053,426	475,000	578,426
East Sheridan Residential (Phase 3)	260,238	7,993,417	1,993,417	301,875	100,000	201,875
Baseline Rd (Hwy 7) Frontage Landscape (Tract TT)	11,093	-	25,315	25,315	-	25,315
Sanitary Sewer Trunk Line	128,301	44,650	44,650	-	-	-
Preble Creek Drainage	323,384	7,216	14,344	14,334	7,216	7,118
Linear Park Phase 1 (Big Green)	8,861	2,171,174	2,171,174	59,582	8,525	51,057
Linear Park Phase 2 & Drainage	328,010	4,415,545	4,415,545	112,421	395,000	(282,579)
Linear Park Phase 4	11,300	434,348	234,348	-	-	-
Monumentation Phase 1	665	6,026	6,026	600	-	600
Monumentation Phase 2	170,495	9,798	9,798	2,182	2,182	-
Monumentation Phase 3	-	-	30,000	20,905	-	20,905
Preble Creek Median Landscaping	50,146	15,007	25,000	21,901	15,007	6,894
Southeast Industrial	254,046	66,578	66,578	1,125	18,000	(16,875)
Southlands	346,993	15,953,630	15,953,630	4,348	228,500	(224,153)
160th Avenue	509,636	7,565,018	7,565,018	552,549	131,000	421,549
CSD Phase 1 (Design)	113,305	1,290,000	1,290,000	30,775	12,000	18,775
Huron Street (Design)	156,668	300,000	300,000	7,640	6,500	1,140
Water Main (16th/Sheridan)	-	1,406,766	1,406,766	-	-	-
Water Main (Southlands)	-	2,058,735	2,058,735	-	-	-
Alcott Way Phase 2	24,000	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 17,836,072</b>	<b>\$ 57,959,674</b>	<b>\$ 45,544,905</b>	<b>\$ 4,325,682</b>	<b>\$ 3,665,299</b>	<b>\$ 660,383</b>
<b>Other Sources/(Uses) of Funds</b>						
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costs of Issuance	-	-	-	-	-	-
Capital Advance Repayment	-	-	-	-	-	-
Transfer to Debt Service Fund	-	-	-	-	-	-
<b>Total Other Sources/(Uses) of Funds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (6,547,558)</b>	<b>\$ (22,533,770)</b>	<b>\$ (11,526,806)</b>	<b>\$ (924,830)</b>	<b>\$ (716,062)</b>	<b>\$ (208,769)</b>
<b>Beginning Fund Balance</b>	<b>31,024,126</b>	<b>22,533,770</b>	<b>24,476,568</b>	<b>24,476,568</b>	<b>22,533,770</b>	<b>1,942,798</b>
<b>Ending Fund Balance</b>	<b>\$ 24,476,568</b>	<b>\$ -</b>	<b>\$ 12,949,762</b>	<b>\$ 23,551,738</b>	<b>\$ 21,817,708</b>	<b>\$ 1,734,029</b>

BASELINE METROPOLITAN DISTRICT NO. 2 STATEMENT OF REVENUES & EXPENDITURES GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ 6,831	\$ 5,006	\$ 5,296	\$ 5,296	\$ 5,006	\$ 290
Specific Ownership Tax	130,346	46,195	101,000	57,529	23,100	34,429
<b>Total Revenues</b>	<b>\$ 137,177</b>	<b>\$ 51,201</b>	<b>\$ 106,296</b>	<b>\$ 62,825</b>	<b>\$ 28,106</b>	<b>\$ 34,719</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ 137,075	\$ 51,126	\$ 106,194	\$ 62,749	\$ 28,031	\$ 34,718
Treasurer's Fee	102	75	102	76	75	1
<b>Total Operating Expenditures</b>	<b>\$ 137,177</b>	<b>\$ 51,201</b>	<b>\$ 106,296</b>	<b>\$ 62,825</b>	<b>\$ 28,106</b>	<b>\$ 34,719</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Debt Service	45.000	45.000	45.000	45.000		
<b>Total Mill Levy</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>		
<b>Assessed Value</b>	<b>\$ 149,504</b>	<b>\$ 111,235</b>	<b>\$ 111,235</b>	<b>\$ 111,235</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Debt Service	6,728	5,006	5,006	5,006		
<b>Total Property Tax Revenue</b>	<b>\$ 6,728</b>	<b>\$ 5,006</b>	<b>\$ 5,006</b>	<b>\$ 5,006</b>		

BASELINE METROPOLITAN DISTRICT NO. 3 STATEMENT OF REVENUES & EXPENDITURES GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ 192	\$ 1,955	\$ 2,402	\$ 2,402	\$ 1,955	\$ 447
Specific Ownership Tax	24,058	15,863	35,000	19,755	7,932	11,824
Interest & Other Income	-	1,000	137	46	56	(10)
<b>Total Revenues</b>	<b>\$ 24,250</b>	<b>\$ 18,818</b>	<b>\$ 37,539</b>	<b>\$ 22,203</b>	<b>\$ 9,943</b>	<b>\$ 12,260</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ 24,228	\$ 17,789	\$ 37,510	\$ 22,173	\$ 9,914	\$ 12,259
Treasurer's Fee	22	29	29	30	29	1
Contingency	-	1,000	-	-	-	-
<b>Total Operating Expenditures</b>	<b>\$ 24,250</b>	<b>\$ 18,818</b>	<b>\$ 37,539</b>	<b>\$ 22,203</b>	<b>\$ 9,943</b>	<b>\$ 12,260</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Debt Service	50.219	51.667	51.667	51.667		
<b>Total Mill Levy</b>	<b>50.219</b>	<b>51.667</b>	<b>51.667</b>	<b>51.667</b>		
<b>Assessed Value</b>	<b>\$ 25,651</b>	<b>\$ 37,829</b>	<b>\$ 37,829</b>	<b>\$ 37,829</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Debt Service	1,288	1,955	1,955	1,955		
<b>Total Property Tax Revenue</b>	<b>\$ 1,288</b>	<b>\$ 1,955</b>	<b>\$ 1,955</b>	<b>\$ 1,955</b>		

BASELINE METROPOLITAN DISTRICT NO. 4 STATEMENT OF REVENUES & EXPENDITURES GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ 12,575	\$ 41,740	\$ 41,751	\$ 41,751	\$ 41,740	\$ 11
Specific Ownership Tax	3,026	21,430	14,150	7,625	10,710	(3,085)
<b>Total Revenues</b>	<b>\$ 15,601</b>	<b>\$ 63,170</b>	<b>\$ 55,901</b>	<b>\$ 49,376</b>	<b>\$ 52,450</b>	<b>\$ (3,074)</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ 15,412	\$ 62,544	\$ 55,275	\$ 48,749	\$ 51,824	\$ (3,075)
Treasurer's Fee	189	626	626	626	626	0
<b>Total Operating Expenditures</b>	<b>\$ 15,601</b>	<b>\$ 63,170</b>	<b>\$ 55,901</b>	<b>\$ 49,376</b>	<b>\$ 52,450</b>	<b>\$ (3,074)</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Debt Service	15.000	15.000	15.000	15.000		
<b>Total Mill Levy</b>	<b>15.000</b>	<b>15.000</b>	<b>15.000</b>	<b>15.000</b>		
<b>Assessed Value</b>	<b>\$ 838,240</b>	<b>\$ 2,782,646</b>	<b>\$ 2,782,646</b>	<b>\$ 2,782,646</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Debt Service	12,574	41,740	41,740	41,740		
<b>Total Property Tax Revenue</b>	<b>\$ 12,574</b>	<b>\$ 41,740</b>	<b>\$ 41,740</b>	<b>\$ 41,740</b>		

BASELINE METROPOLITAN DISTRICT NO. 5						
STATEMENT OF REVENUES & EXPENDITURES						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ -	\$ 1	\$ 1	\$ -	\$ -	\$ -
Specific Ownership Tax	-	-	-	-	-	-
Interest & Other Income	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ -	\$ 1	\$ 1	\$ -	\$ -	\$ -
Treasurer's Fee	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Contractual Obligations	15.000	15.000	15.000	15.000		
<b>Total Mill Levy</b>	<b>15.000</b>	<b>15.000</b>	<b>15.000</b>	<b>15.000</b>		
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Contractual Obligations	1	1	1	1		
<b>Total Property Tax Revenue</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>		

BASELINE METROPOLITAN DISTRICT NO. 6 STATEMENT OF REVENUES & EXPENDITURES GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Specific Ownership Tax	-	-	-	-	-	-
Interest & Other Income	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Treasurer's Fee	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Contractual Obligations	45.000	45.000	45.000	45.000		
<b>Total Mill Levy</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>		
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Contractual Obligations	2	2	2	2		
<b>Total Property Tax Revenue</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>		

BASELINE METROPOLITAN DISTRICT NO. 7						
STATEMENT OF REVENUES & EXPENDITURES						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Specific Ownership Tax	-	-	-	-	-	-
Interest & Other Income	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Treasurer's Fee	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Contractual Obligations	0.000	50.000	50.000	50.000		
<b>Total Mill Levy</b>	<b>0.000</b>	<b>50.000</b>	<b>50.000</b>	<b>50.000</b>		
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Contractual Obligations	-	2	2	2		
<b>Total Property Tax Revenue</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>		



BASELINE METROPOLITAN DISTRICT NO. 8 STATEMENT OF REVENUES & EXPENDITURES GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Specific Ownership Tax	-	-	-	-	-	-
Interest & Other Income	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Treasurer's Fee	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>Mill Levy</b>						
Operating	0.000	0.000	0.000	0.000		
Contractual Obligations	15.000	45.000	45.000	45.000		
<b>Total Mill Levy</b>	<b>15.000</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>		
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Contractual Obligations	1	2	2	2		
<b>Total Property Tax Revenue</b>	<b>\$ 1</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>		

BASELINE METROPOLITAN DISTRICT NO. 9						
STATEMENT OF REVENUES & EXPENDITURES						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	6/30/2023	6/30/2023	6/30/2023
<b>Revenues</b>						
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Specific Ownership Tax	-	-	-	-	-	-
Interest & Other Income	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ -	\$ -	\$ -
Treasurer's Fee	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Mill Levy</b>						
Operating	0.00	0.00	0.00	0.00		
Contractual Obligations	42.00	50.000	50.000	50.000	50.000	
<b>Total Mill Levy</b>	<b>42.000</b>	<b>50.000</b>	<b>50.000</b>	<b>50.000</b>		
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>		
<b>Property Tax Revenue</b>						
Operating	\$ -	\$ -	\$ -	\$ -		
Contractual Obligations	2	2	2	2		
<b>Total Property Tax Revenue</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>		

# Contract Modifications for Board Ratification

## Baseline Metropolitan District No. 1

### Baseline-160th Avenue (BASELINE-160AVE)

<i>Contractor:</i> <b>Coyote Ridge Construction, LLC</b>	<i>Modification Date:</i> <b>5 /5 /2023</b>	<i>Modification Amount:</i> <b>\$182,425.24</b>	<i>Contract #:</i> <b>Cnt-01172</b>
<i>Modification Description:</i> <b>Change Order #1</b>	<i>Payment Method:</i> <b>Unit Price</b>	<i>District Signed Date:</i> <b>6 /14/2023</b>	
<i>Modification Scope:</i> <b>Additional Roadway Grading Improvements Due to Revised Plans</b>			<i>Contractor Signed Date:</i> <b>6 /14/2023</b>

### Baseline Linear Park Phase 2 (BASELINE-BLPPH2)

<i>Contractor:</i> <b>Coyote Ridge Construction, LLC</b>	<i>Modification Date:</i> <b>5 /5 /2023</b>	<i>Modification Amount:</i> <b>(\$2,020,039.42)</b>	<i>Contract #:</i> <b>Cnt-01172</b>
<i>Modification Description:</i> <b>Change Order # 1</b>	<i>Payment Method:</i> <b>Lump Sum</b>	<i>District Signed Date:</i> <b>6 /14/2023</b>	
<i>Modification Scope:</i> <b>Credit for Linear Park Phase 2 Overlot Grading Project due to Deduction of Scope.</b>			<i>Contractor Signed Date:</i> <b>6 /14/2023</b>

<i>Contractor:</i> <b>Coyote Ridge Construction, LLC</b>	<i>Modification Date:</i> <b>5 /5 /2023</b>	<i>Modification Amount:</i> <b>\$195,396.90</b>	<i>Contract #:</i> <b>Cnt-01172</b>
<i>Modification Description:</i> <b>Change Order #2</b>	<i>Payment Method:</i> <b>Unit Price</b>	<i>District Signed Date:</i> <b>6 /14/2023</b>	
<i>Modification Scope:</i> <b>Addition of Storm Drain Scope with Revised Quantities.</b>			<i>Contractor Signed Date:</i> <b>6 /14/2023</b>

### Baseline General Capital (BASELINE-CAP)

<i>Contractor:</i> <b>Coyote Ridge Construction, LLC</b>	<i>Modification Date:</i> <b>5 /22/2023</b>	<i>Modification Amount:</i> <b>\$1,444.00</b>	<i>Contract #:</i> <b>Cnt-01126</b>
<i>Modification Description:</i> <b>Change Order # 19</b>	<i>Payment Method:</i> <b>Unit Price</b>	<i>District Signed Date:</i> <b>6 /5 /2023</b>	
<i>Modification Scope:</i> <b>Additional LOD Added to Accommodate Construction Spoils During SWMP Planning Phase</b>			<i>Contractor Signed Date:</i> <b>6 /5 /2023</b>

## Baseline Metropolitan District No. 1

### Baseline O&M (BASELINE-OM)

<i>Contractor:</i> <b>Environmental Designs, Inc.</b>	<i>Modification Date:</i> <b>9 /11/2023</b>	<i>Modification Amount:</i> <b>\$15,929.11</b>	<i>Contract #:</i> <b>Cnt-00746</b>
<i>Modification Description:</i> <b>WO 2023-10</b>	<i>Payment Method:</i> <b>Time &amp; Materials</b>	<i>District Signed Date:</i> <b>9 /14/2023</b>	
<i>Modification Scope:</i> <b>Tree Replacement Services</b>	<i>Contractor Signed Date:</i> <b>9 /15/2023</b>		

### Baseline Sheridan Parkway Phase 2 (BASELINE-SHERPWP2)

<i>Contractor:</i> <b>Coyote Ridge Construction, LLC</b>	<i>Modification Date:</i> <b>5 /12/2023</b>	<i>Modification Amount:</i> <b>\$31,087.82</b>	<i>Contract #:</i> <b>Cnt-01172</b>
<i>Modification Description:</i> <b>Change Order # 1</b>	<i>Payment Method:</i> <b>Unit Price</b>	<i>District Signed Date:</i> <b>6 /14/2023</b>	
<i>Modification Scope:</i> <b>Additional Roadway Grading Improvements due to Revised Plans</b>	<i>Contractor Signed Date:</i> <b>6 /14/2023</b>		



To: Baseline Metropolitan District Board of Directors  
 From: Pinnacle Consulting Group, Inc.  
 Subject: Managers' Report  
 Board Meeting Date: October 5, 2023

### General District Matters

- **Primary Contact:** Please contact Bryan Newby, District Manager, at [bryann@pcgi.com](mailto:bryann@pcgi.com) or [basemdadmin@pcgi.com](mailto:basemdadmin@pcgi.com) for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- **Client Service Team:** Since the last board meeting, there have been no staff changes to the Client Service Team.
- **District Matters:** The District's management team executed District matters since the September 7, 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.
- **Conference Calls/Coordination Meetings:** District Management attended the McWhinney Districts Conference Call on September 6, 2023, where we discussed the Preble Creek drainage improvement agreement and the CIVITAS pipeline relocation.
- **Website Analytics:** Website analytics allows management to review website activity throughout the year.

Last Month	YTD
48 + Visits	708 + Visits
47 + Unique Visitors	568 + Unique Visitors
94 + Page Views	1,738 + Page Views

- **Compliance Matters:** Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion
File Boundary Map	PCGI	01/01/2023	Completed
Post Transparency Notice	PCGI	01/15/2023	Completed

Baseline Metropolitan District  
 c/o Pinnacle Consulting Group, Inc.  
 Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537  
 Phone: (970) 685-2770  
 Email: [basemdadmin@pcgi.com](mailto:basemdadmin@pcgi.com)

*Serving our clients and community through excellent dependable service.*

File Certified Copy of Adopted Budget	PCGI	01/31/2023	Completed
Renew SDA Membership	PCGI	03/01/2023	Completed
File Audit Exemptions	PCGI	03/31/2023	Completed
Submit Audit to Governing Board	PCGI	06/30/2023	Completed
File Audit	PCGI	07/30/2023	Completed
File Annual Report	PCGI	10/01/2023	Completed
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/2023	
Renew Property & Liability Insurance	PCGI	12/01/2023	
Certify Mill Levies	PCGI	12/15/2023	
Adopt Budget	PCGI	12/31/2023	
Ensure Website Compliance	PCGI	12/31/2023	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

### Operations & Maintenance Updates & Activities

- **Current Updates**
  - Frontier environmental completed a cleanout of the storm structure in Basin park on 9/13.
  - OLM Inspection was performed on 9/29.
  - EDI to complete tree replacements to be done second week of October.
- **Looking Ahead**
  - All native to be mowed in fall based on HPEC's recommendation. High growth this year has caused grass to fold over in some areas.
  - Winterizing irrigation in October.



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*Serving our clients and community through excellent dependable service.*



To: Baseline Metropolitan District Board of Directors  
 From: Pinnacle Consulting Group, Inc.  
 Subject: District Capital Infrastructure Project Report  
 Board Meeting Date: October 5, 2023

## **BIDDING**

1. Linear Park Phase 1 Public Improvements (CFS #6)
  - The pre-bid meeting was held on Thursday September 21, 2023. The bid opening is scheduled for Thursday October 19, 2023. Bid results and contractor recommendations will be presented at the November 7, 2023 board meeting.
2. Southlands Public Infrastructure (CFS #12)
  - The pre-bid meeting for grading was held on Friday August 25, 2023. The bid opening for grading will be held on Friday September 22, 2023. Bid results and contractor recommendations will be presented at the October 5, 2023 board meeting.
3. Parkside West Phase 2 Public Landscaping – Park Lane (CFS #21)
  - The project overview meeting was held on Tuesday May 23, 2023. The pre-bid meeting was held on Thursday June 15, 2023. The bid opening has been scheduled for Friday July 14, 2023. Bid and contractor recommendations will be presented at the October 5, 2023 board meeting.
4. Parkside West Phase 2 Public Landscaping – Garden Ways and Tree Lawns (CFS #21)
  - This project bid will be revisited in the spring of 2024.

## **CONSTRUCTION**

5. Parkside West Phase 1 Public Infrastructure Improvements (CFS #3)
  - CRC continues construction of sidewalks and is on schedule for final completion by end of October 2023.
2. Parkside West Phase 1 Public Landscaping Improvements (CFS #3)
  - A fully executed construction contract has been issued to Rocky Mountain Custom Landscapes and Associates. Construction has begun with an anticipated final completion by the end of Summer 2024.
6. Monumentation Phase 1 (CFS #7)
  - Installation of primary boundary marker/monument sign is complete. Final electrical service termination is complete and final acceptance anticipated by October 2023.
7. West Sheridan Residential Phase 2 Public Landscaping Improvements (CFS #11)
  - Hall Contracting continues installation of irrigation lines, landscaping, and remains on track with final completion anticipated by November 2023.

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Denver  
 6950 E. Belleview Ave, Suite 200  
 Greenwood Village, CO 80111  
 (303) 333.4380



8. 160<sup>th</sup> Avenue (CFS #14)
  - A fully executed construction contract for public grading has been issued to Coyote Ridge Construction. An anticipated completion date is late 2023.
  - A fully executed construction contract for public utilities has been issued to Wagner Construction. An anticipated completion date is late 2023.
  - A fully executed construction contract for public roadways has been issued to Asphalt Specialties. Traffic Signal and conduit work has begun. An anticipated completion date is for late spring 2024.
9. Sheridan Parkway Phase 2 (CFS #15)
  - 160<sup>th</sup> Avenue was prioritized on the schedule. Sheridan Parkway will become a priority in spring of 2024. Fully executed construction contracts have been issued to Coyote Ridge Construction, Wagner Construction, and Asphalt Specialties.
10. Monumentation Phase 2 (CFS #16)
  - Installation of all signs is complete. Final electrical service termination at each sign continues and remains on track with final completion anticipated by late September 2023.
11. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Storm Sewer Improvements (CFS #17)
  - CRC continues with installation of storm sewer improvements and remains on track for final completion anticipated for September 2023.
12. Parkside West Phase 2 Public Infrastructure Improvements (CFS #21)
  - CRC continues with installation of dry utilities, and sidewalks and remains on track for final completion anticipated by December 2023.
13. Monumentation Phase 3 (CFS #23)
  - NTP will be issued to BSC Signs in September with an anticipated completion in February 2024.

## WARRANTY

14. Sheridan Parkway Phase 1 Public Infrastructure Improvements (CFS #2)
  - City and County of Broomfield warranty period expires in March 2024. Final Acceptance is tentatively scheduled for late February 2024. Punch walk was conducted the week of September 11, 2023.
15. Preble Creek Drainage (CFS #5)
  - City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
16. Preble Creek Median Landscaping (CFS #8)
  - City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
17. Southeast Industrial Offsite Roadway Public Infrastructure Improvements (CFS #10)
  - City and County of Broomfield warranty period expires in December 2023. Final Acceptance walk is tentatively scheduled for November 2023.

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18. West Sheridan Residential Phase 2 Public Infrastructure Improvements (CFS #11)
  - City and County of Broomfield warranty period expires in March 2024. Final Acceptance is tentatively scheduled for February 2024.
  
19. Flex Industrial Phase 1 (Filing 2 Replat C Phase 1) Sanitary Sewer Service (CFS #3)
  - City and County of Broomfield warranty period expires in January 2024. Final Acceptance is tentatively scheduled for November 2023.
  
20. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Sanitary Sewer Improvements (CFS #17)
  - City and County of Broomfield warranty period expires in December 2024. Final Acceptance is tentatively scheduled for November 2024.

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- 2) Sheridan Pkwy Ph 1
- 3) Parkside West Ph 1
- 4) Sanitary Sewer Trunk Line
- 5) Preble Creek Drainage
- 6) Linear Park Ph 1
- 7) Monumentation Ph 1
- 8) Preble Creek Median Landscaping
- 9) Center Street District
- 10) Southeast Industrial
- 11) West Sheridan Residential Ph 2
- 12) Southlands (aka Parkside West Southlands)
- 13) Linear Park Ph 2 & Drainage
- 14) 160th Ave
- 15) Sheridan Pkwy Ph 2
- 16) Monumentation Ph 2
- 17) Flex Ph 3 & 4 (Filing 2 Replat C Ph 3)
- 18) Parkside West Ph 3 & 4
- 19) Huron Street (Design Only)
- 20) Linear Park Ph 4 (Design Only)
- 21) Parkside West Ph 2

- Other Areas/Projects**
- A) Parkside West - Davis Apts
  - B) Parkside West - Finley (build for rent)
  - C) Flex Industrial 1 & 2
  - D) Parkside West - Southlands (Grayson)
  - E) Linear Park Ph 3
  - F) Linear Park Ph 5
  - G) Parkside East
  - H) Pedestrian Bridge (Alcott Way Ph. 2)
  - J) West Sheridan Residential Ph 1
  - K) Tract TT (State Hwy 7 Frontage Landscaping)

- CFS
- CFS - projects that are too small or in multiple spots (i.e. trail signs) within an area pinpointed on the map
- Other Areas or Projects

Updated: November 18, 2022

# BASELINE

## Baseline Community Master Plan Concept Plan

Scale 1"=400'/ 1:4800



Disclaimer: Map is not to scale and is intended for informational and illustrative purposes only. Plans, uses, zoning, amenities, features, availability, acreage, sizes, dates, vehicle counts, listed owners/tenants, and other elements are subject to change by McWhinney Real Estate Services, Inc. or its affiliates without notice, and shall not be relied upon. September 2020.



## MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this **5<sup>th</sup> day of October, 2023**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **TRACEAIR TECHNOLOGIES, INC.** (“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 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, 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 13 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 10 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 13 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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) <u>Commercial General Liability Insurance:</u> |              |
| 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

(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

(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 9 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  
c/o Pinnacle Consulting Group, Inc.  
Attention: Bryan Newby  
550 W. Eisenhower Blvd.  
Loveland, CO 80537  
Email: bryann@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:** TraceAir Technologies, Inc.  
Attention: Jordan Wojtowecz  
1700 Westlake Ave N Suite 200  
Seattle, WA, 98109  
(209) 318-1999  
Email: j.wojtowecz@traceair.net

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:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TRACEAIR TECHNOLOGIES, INC.:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
(To Master Services Agreement)

**WORK ORDER(S)**

**WORK ORDER #202 - \_\_\_\_**  
**TO MASTER SERVICES AGREEMENT, DATED October 5, 2023**

This Work Order is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **TRACEAIR TECHNOLOGIES, INC.** (“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 **October 5, 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:

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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 12 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:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TRACEAIR TECHNOLOGIES, INC.:**

\_\_\_\_\_

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 October 5, 2023**

This Change Order is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **TRACEAIR TECHNOLOGIES, INC.** (“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 **October 5, 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)

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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:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TRACEAIR TECHNOLOGIES, INC.:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B-1 TO CHANGE ORDER #\_\_\_**  
**SCOPE OF SERVICES AND PAYMENT FOR SERVICES**



**WORK ORDER #2023-01**  
**TO MASTER SERVICES AGREEMENT, DATED October 5, 2023**

This Work Order is made and entered into this **5<sup>th</sup> day of October, 2023**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **TRACEAIR TECHNOLOGIES, INC.** (“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 **October 5, 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 General Capital: Drone Flyover Mapping 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 cost of \$20,950.00**, 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 Completion of all Services.**

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 **5<sup>th</sup> day of October, 2023.**

**BASELINE METROPOLITAN DISTRICT NO. 1:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TRACEAIR TECHNOLOGIES, INC.:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



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



September 27, 2023

Kim Perry

Baseline Metropolitan District, Pinnacle Consulting Group

550 West Eisenhower Boulevard, Loveland, CO, 80537

970-215-4806

kim.perry@mcwhinney.com

**Subject:** Baseline Metropolitan District No. 1

**Flight Acreage:** 250 +/-

**Fee estimate for drone flyovers, data processing, and cloud software subscription (Oct 2023 - May 2024).**

We are happy to begin services to track construction progress for this project on the following terms. Access to each project within the software is included for 60 days after the final scan date. This 60-day period restarts with contract extensions and renewals. Read-only software extensions are available. Contact your Account Executive for more details. Start and end dates are approximates. If services are delayed for any reason, this agreement automatically extends in duration to account for the quantities agreed herein.

<b>Service (See Descriptions Below)</b>	<b>Frequency</b>	<b>Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>Project Set Up Fee - Advanced</b> Oct 11, 2023 –	One Time	\$1,300.00	1	\$1,300.00
<b>Advanced Scans</b> Oct 16, 2023 – Dec 04, 2023	Bi-Weekly	\$1,295.00	5	\$6,475.00
<b>Advanced Scans</b> Dec 13, 2023 – Mar 13, 2024	Monthly	\$1,675.00	4	\$6,700.00
<b>Advanced Scans</b> Apr 03, 2024 – May 29, 2024	Bi-Weekly	\$1,295.00	5	\$6,475.00
				<b>Estimated Total Cost: \$20,950.00 USD</b>

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

1700 Westlake Ave N, Suite 200, Seattle, WA 98109

209-318-1999

www.traceair.net



<b>Product Descriptions</b>	
<b>Service</b>	<b>Scope</b>
Project Set Up Fee - Advanced	<ul style="list-style-type: none"> <li>– Setting up the site in the system for Advanced Scans. Uploading of the initial project documentation. Processing test flights to adjust the settings, if required. Coordinating initial placement of GCPs. Initial user training.</li> </ul>
Advanced Scans	<ul style="list-style-type: none"> <li>– Drone flyover. Processing of photos and geo-referencing to create an ortho-photo &amp; digital elevation model. Includes hosting, software and support. Important to note: ground control points are required for the geo-referenced sites. The measurements (X, Y, &amp; Z coordinates) and maintenance of these can be conducted by the grading contractor or surveyor at the customer's expense. QA/QC: vertical accuracy assessment and report per each scan. One 360 panorama per scan (location on customer's choice).</li> </ul>
Advanced Scans	<ul style="list-style-type: none"> <li>– Drone flyover. Processing of photos and geo-referencing to create an ortho-photo &amp; digital elevation model. Includes hosting, software and support. Important to note: ground control points are required for the geo-referenced sites. The measurements (X, Y, &amp; Z coordinates) and maintenance of these can be conducted by the grading contractor or surveyor at the customer's expense. QA/QC: vertical accuracy assessment and report per each scan. One 360 panorama per scan (location on customer's choice).</li> </ul>
Advanced Scans	<ul style="list-style-type: none"> <li>– Drone flyover. Processing of photos and geo-referencing to create an ortho-photo &amp; digital elevation model. Includes hosting, software and support. Important to note: ground control points are required for the geo-referenced sites. The measurements (X, Y, &amp; Z coordinates) and maintenance of these can be conducted by the grading contractor or surveyor at the customer's expense. QA/QC: vertical accuracy assessment and report per each scan. One 360 panorama per scan (location on customer's choice).</li> </ul>

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

Billing Contact:

Email:

PO/Project Number:





By signing below both parties agree to the Terms & Conditions.

Agreed,

**Will Johnson**  
Head of Sales,  
TraceAir Technologies

**Kim Perry**  
Baseline Metropolitan District, Pinnacle Consulting Group



To: Baseline Metropolitan District Board of Directors  
 From: Pinnacle Consulting Group, Inc.  
 Subject: Baseline Park Lane Public Landscape Improvements Project Bid Summary  
 Board Meeting Date: October 5, 2023

#### GENERAL

Seven contractors and subcontractors attended the mandatory pre-bid meeting held on June 15, 2023 and three contractors submitted bids on August 15, 2023.

#### UNIT PRICE BIDS

Comparison of the bids revealed that all bids are over the cost estimate. ECI Site Construction is low bidder with Goodland Construction 48% higher and Davinci Signs not providing a complete bid.

#### ADJUSTED BID ANALYSIS SUMMARY

Baseline Park Lane Public Landscape Improvements				
Description	Budget Estimate	ECI Site Construction	Goodland Construction	DaVinci Sign Systems
General Conditions	\$0.00	\$ 438,372.71	\$ 435,024.00	\$ -
Site Work-Site Furnishings	\$0.00	\$ 1,059,316.27	\$ 1,536,679.00	\$ 304,411.14
Site Work-Pavements	\$0.00	\$ 1,057,428.02	\$ 650,160.10	\$ -
Irrigation	\$0.00	\$ 65,171.12	\$ 48,891.30	\$ -
Site Work-Grading	\$0.00	\$ 21,356.76	\$ 9,370.00	\$ -
General Landscape	\$0.00	\$ 96,335.89	\$ 131,080.25	\$ -
Maintenance	\$0.00	\$ 8,265.00	\$ 60,000.00	\$ -
Electrical	\$0.00	\$ 753,779.23	\$ 2,319,342.00	\$ -
Storm Sewer and Drainage	\$0.00	\$ 66,838.20	\$ 82,480.00	\$ -
<b>TOTAL</b>	<b>\$ 2,005,342.93</b>	<b>\$ 3,566,863.20</b>	<b>\$ 5,273,026.65</b>	<b>\$ 304,411.14</b>
<b>Budget Estimate vs. Bid</b>		<b>78%</b>	<b>163%</b>	<b>-85%</b>
<b>Bid Comparison</b>		<b>LOW</b>	<b>48%</b>	<b>-91%</b>

#### PROJECT SCHEDULE

The anticipated start date is October 9, 2023 with final completion by May 31, 2024.

#### QUALIFICATIONS/REFERENCES

All bidders submitted qualified bids with complete qualification statements. The lowest complete bidder, ECI Site Construction is an experienced Colorado contractor who has performed work for various districts along the Front Range. Goodland Construction is a qualified contractor who has performed work for various District's and developers along the Front Range as well.

#### O&M AND REPLACEMENT SUMMARY

The District will assume ownership and maintenance responsibility for the public landscaping and irrigation assets. The annual O&M budget will increase in 2025.

#### RECOMMENDATION

**Pinnacle Consulting Group, Inc. recommends awarding a contract to ECI Site Construction as a qualified/responsible bidder and approving a contract in the amount of \$3,566,863.20.**

Loveland  
 550 W. Eisenhower Blvd.  
 Loveland, CO 80537  
 (970) 669.3611

Denver  
 6950 E. Belleview Ave, Suite 200  
 Greenwood Village, CO 80111  
 (303) 333.4380



MEMORANDUM

TO: Board of Directors  
 FROM: Amanda Dwight – Project Manager  
 Date: September 25, 2023

RE: Parkside West Phase 2 – Budget Increase Request

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Please find attached, in consideration of this memorandum and supporting materials, a recommended increase to the Parkside West Phase 2 (CFS #21).

**Current Board approved budget \$8,762,374.00**

Park Lane - Original estimate \$2,005,342.93

Phase 2 Garden ways/ Tree Lawns - Original estimate \$407,330.00

**Bid results:**

Park Lane

ECI \$3,566,863.20

Goodland \$5,273,026.65

Phase 2 Garden ways/ Tree Lawns

ECI 1,356,845.00

Goodland \$2,018,494.20

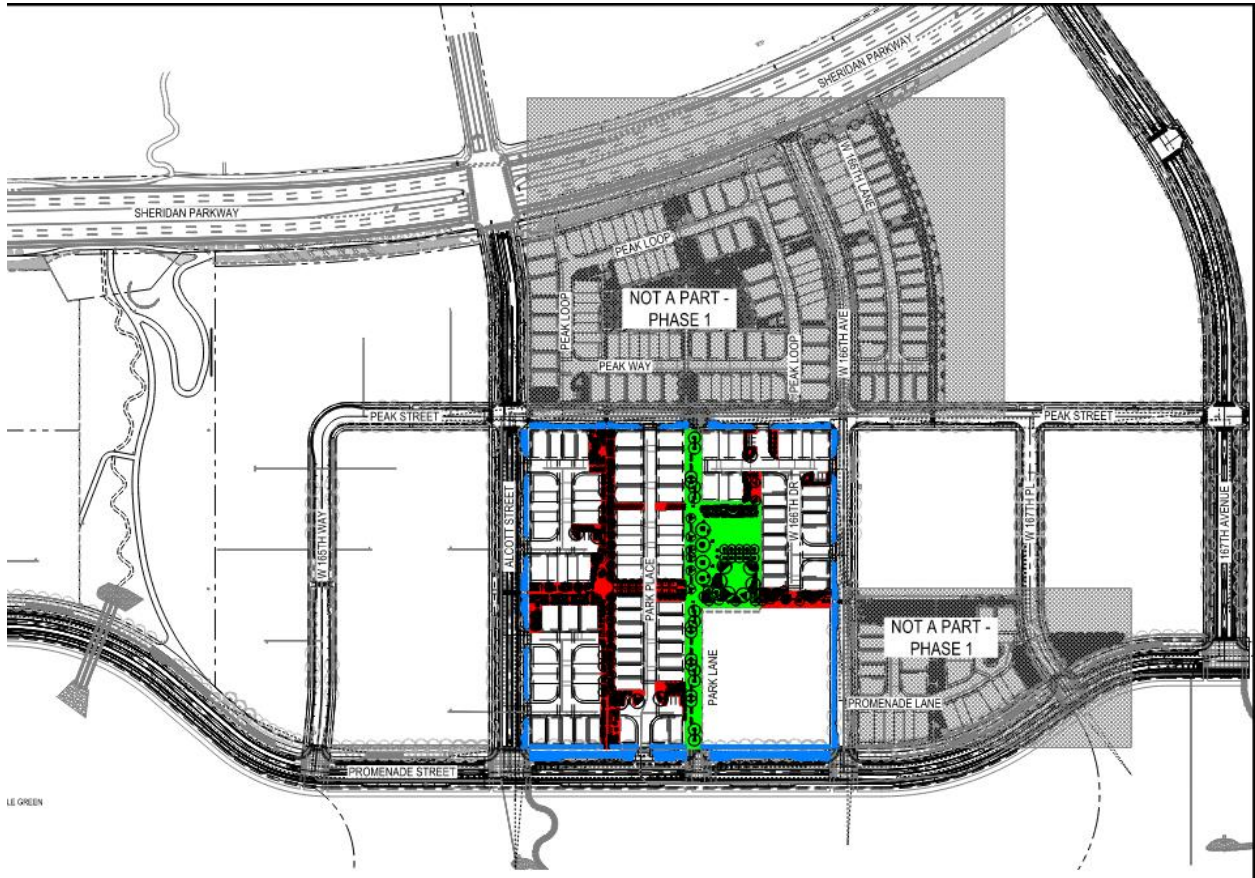
We are currently carrying 10,362,374.00 in the proforma as an increase to original budget was anticipated after a constructability review was completed by ECI in January 2023.

**Request:**

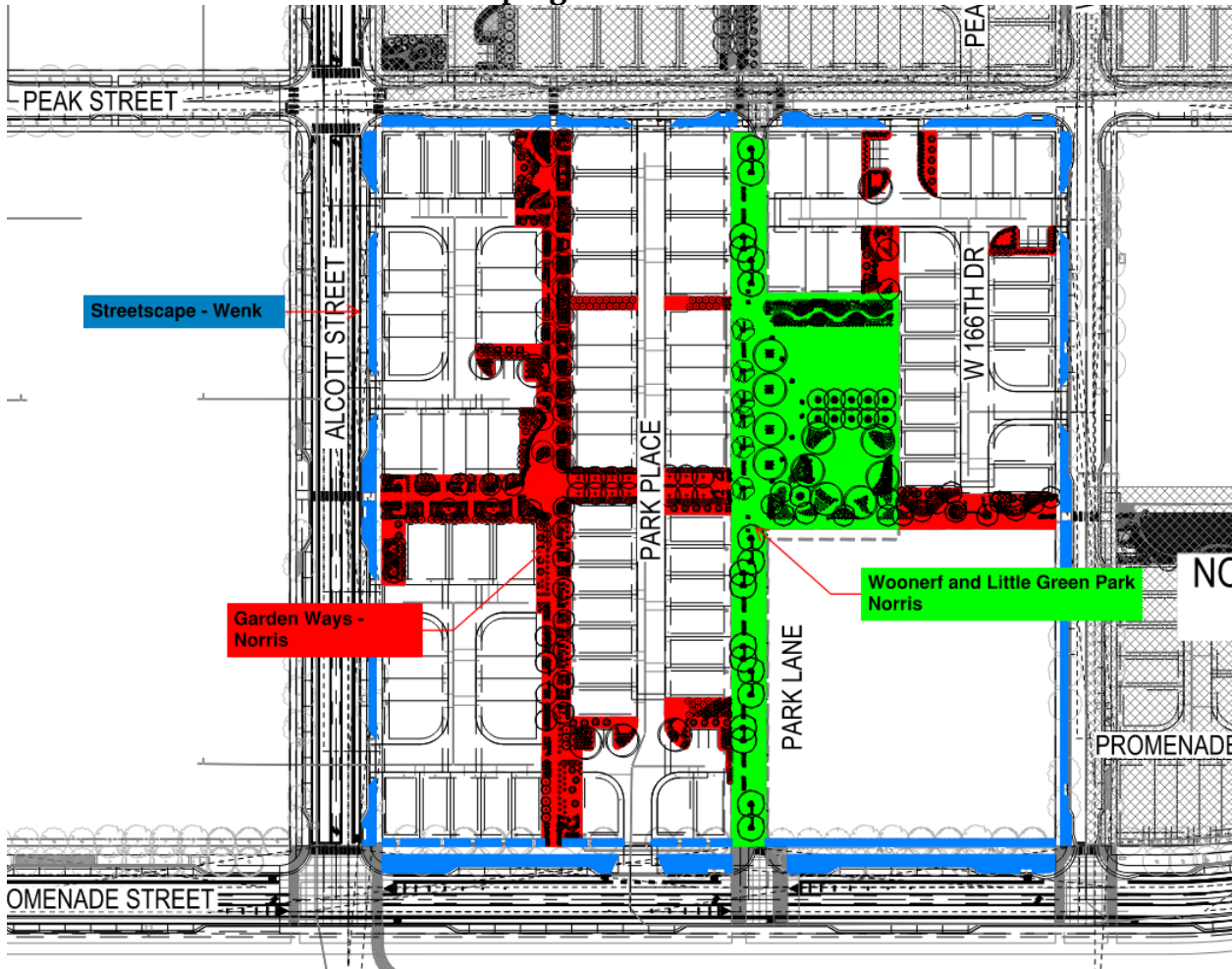
Increase the project budget by \$1,599,978.12 and move forward with awarding the Park Lane contract to ECI.

**Total revised budget would be \$10,362,352.12**

Re-bid Parkside West Ph 2 landscaping/tree lawn in January to draw in additional contractors where landscaping is their specialty. It is likely that this will require an additional increase in the budget, currently continuing to carry \$683,000.00 in adjusted budget.



Parkside West Phase 1D – Landscaping





# LITTLE GREEN



BASELINE

# PARK LANE LOOKING WEST



BASELINE

# EAST VILLAGE GARDENWAYS



  
**NORRIS DESIGN**  
Planning | Landscape Architecture | Gardening

BASELINE

# EAST VILLAGE GARDENWAYS



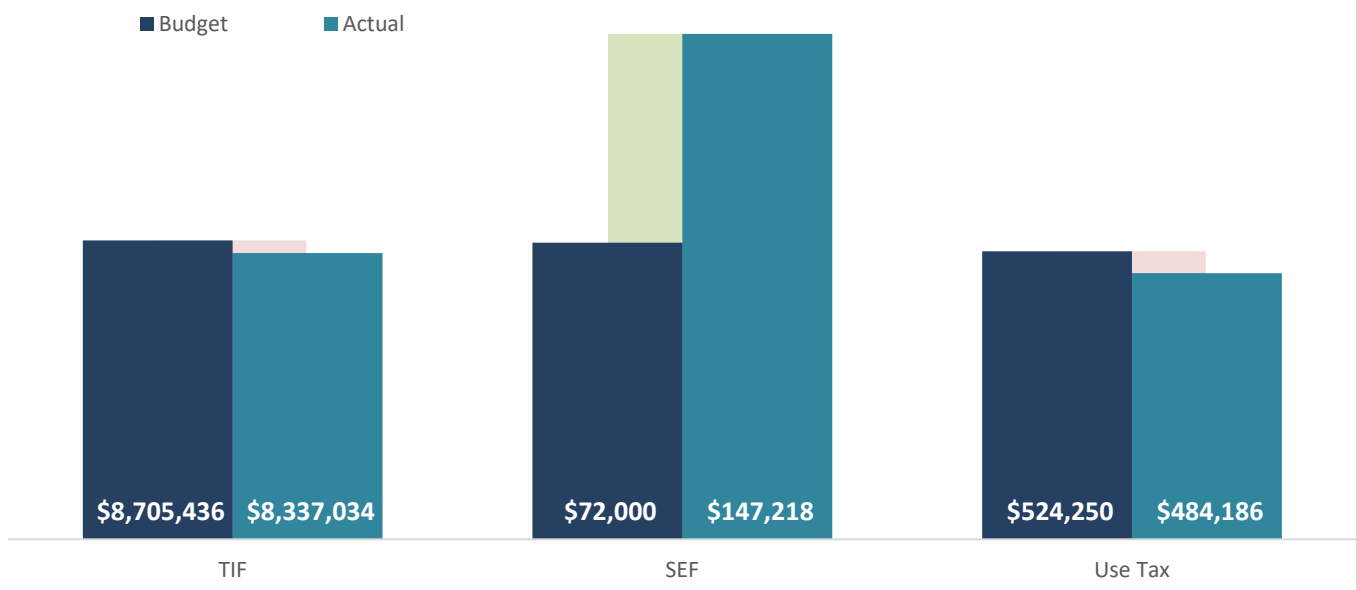
  
**NORRIS DESIGN**  
Planning | Landscape Architecture | Gardening

BASELINE



<i>TO:</i>	Baseline Metropolitan District Board of Directors
<i>FROM:</i>	Irene Buenavista, Senior Accounting Manager Pinnacle Consulting Group, Inc.
<i>SUBJ:</i>	Financial Memo
<i>DATE:</i>	9/28/2023

### MGDA Revenue Collections as of August 31, 2023



- Tax Increment Revenues (TIF)
  - TIF collections are within expectation at 96% collected.
  - TIF revenues are budgeted for use in the General and Capital Funds.
  
- Service Expansion Fee (SEF)
  - SEF collections exceed the budgeted revenue amount for 2023 signifying more Certificates of Occupancy were issued than expected.
  - SEF revenues are budgeted for use in the Capital Fund.

#### Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537  
(970)669-3611 (303)333-4380  
[www.PCGI.com](http://www.PCGI.com)

*Serving our clients and community through excellent dependable service.*



- Use Tax
  - Use Tax collections are at 96% of the 2023 budget.
  - Use Tax revenues are budgeted for use in the Capital Fund.

### **Expenses**

- General Fund expenses are trending under budget \$87k due to unused facilities, legal, and office and other budgets.
- The next debt service payment is due 12/1. The Capitalized Interest funds will be used to make payments as planned. Revenues exceeding the required payments on the senior bond principal and interest and the debt service reserve requirement will be used to make payments on subordinate bonds.

### **Current Projects**

- Upcoming deadlines for District budgets:
  - October 15<sup>th</sup> – Deadline to provide proposed budgets to the Board.
  - December 10<sup>th</sup> – Deadline for County Assessors to provide final assessed valuations.
  - December 15<sup>th</sup> – Deadline to certify mill levies.
    - January 5<sup>th</sup> if Prop HH passes.
  - December 31<sup>st</sup> – Deadline to adopt budget.
  - January 31<sup>st</sup> – Deadline to file adopted budgets with the State.

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## PURCHASE AND SALE AGREEMENT

### Tap Equivalent (“TE”) Credits under the City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”), dated \_\_\_\_\_, (the “**Effective Date**”), is between NASH Anthem, LLC, a Delaware limited liability company (“**Seller**”), and Baseline Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Buyer**”). “**Parties**” means Buyer and Seller, and “**Party**” means one of the Parties.

#### RECITALS:

A. Pulte Home Corporation, a Michigan corporation (“**Pulte**”), and the City and County of Broomfield, Colorado, a municipal corporation and county, acting by and through its City of Broomfield Colorado Water Reclamation Activity Enterprise (“**City**”) were the original parties to that certain “City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements” dated January 13, 2009 (the “**Non-Potable Agreement**”), pertaining to the project commonly known as the Anthem PUD located within the City. A copy of the Non-Potable Agreement is attached hereto as **Exhibit A**.

B. Pulte assigned its right, title and interest in the Non-Potable Agreement to WS-ACB Investments, LLC, a Delaware limited liability company (“**WSACB**”) by an Assignment and Assumption of City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements dated December 28, 2011.

C. WSACB assigned its right, title and interest in the Non-Potable Agreement to Seller by an Assignment and Assumption of City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements dated March 31, 2015 and recorded April 6, 2015 under Reception No. 2015003803. Notice of the Assignments was given to the City on May 15, 2015.

D. Pursuant to the terms of the Non-Potable Agreement, Seller has the right to receive a credit from the City against connection fees or other tap fees which are charged under each reclaimed wastewater contract or use license (each a “**License**”) pertaining to the non-potable water system pursuant to Section 13-32-060 or other applicable sections of the Broomfield Municipal Code. The credit is based upon a Tap Equivalent (“**TE**”) rate of \$15,717 per ½ acre foot of water. Seller is entitled by the terms of the Non-Potable Agreement to assign, transfer or sell the credits to third parties for use in connection with properties within the entire Anthem PUD. Buyer will provide irrigation water service to that parcel of land within North Park Filing No. 2, Replat D, City and County of Broomfield, Colorado which is legally described on **Exhibit D1** (“**Property**”), and as more particularly shown in the diagram attached hereto as **Exhibit D2** and incorporated herein by this reference. Any such assignment, transfer or sale of the credits for unused Licenses requires written notice to the City in advance of any such assignment, transfer or sale.

E. Pursuant to the terms of that Third North Park PUD Managed Growth and Development Agreement recorded April 29, 2021 at Reception No. 2021008627 in Broomfield County real property records, McWhinney Real Estate Services, Inc. (“**MRES**”), the developer of the property now known as Baseline, its successors-in-interest and assigns, must purchase from Seller, as successor-in-interest to Pulte, any irrigation taps or licenses which are required for Baseline property to the extent Seller has TE Credits that it desires to sell at a price determined by Seller; provided, however, that the price for each such irrigation tap or license does not exceed the lower of (a) the then-current cost to acquire an irrigation tap or license from the City, or (b) the price for an irrigation tap or license which Seller has most recently charged any independent third party not affiliated with Seller, but excluding any homeowner association, governmental entity or non-profit entity.

F. Buyer is the successor in interest to MRES with respect to the provision of irrigation water service to the Property. As of the date of this Agreement, the cost to acquire an irrigation tap from the City is \$13,240.

G. Seller has available for assignment, transfer and sale 15.54 TE credits (the “**TE Credits**”). Buyer desires to purchase the TE Credits from Seller and Seller desires to sell the TE Credits to Buyer together with any appurtenant right to purchase corresponding Licenses, subject to the terms of this Agreement.

H. The Parties have agreed upon the purchase and sale of the TE Credits. The purpose of this Agreement is to set forth the conditions and terms of such purchase. It is the intent of the Parties that this Agreement shall (1) replace and supersede all prior agreements, negotiations, discussions, and offers between the Parties regarding the TE Credits, and (2) set forth their entire agreement and understanding regarding the TE Credits.

#### AGREEMENTS:

FOR GOOD AND VALUABLE MUTUAL CONSIDERATION, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Purchase and Sale of TE Credits. Subject to and upon the conditions and terms of this Agreement, Buyer agrees to purchase, and Seller agrees to sell, 15.54 TE Credits.

2. Purchase Price for TE Credits. Subject to the terms and conditions set forth herein, the purchase price for the TE Credits shall be \$13,240 per TE Credit and the total purchase price for all 15.54 TE Credits shall be \$205,749.60. (“**Purchase Price**”).

3. Notice to City. Upon execution of this Agreement by the Parties, Seller will give written notice to the City of the proposed sale of TE Credits under this Agreement. The notice shall comply with the requirements of Section 6.0 of the Non-Potable Agreement and shall be in the form attached hereto as **Exhibit C**.

4. Closing and Payment of Purchase Price for TE Credits. Buyer shall pay the purchase price for the TE Credits as follows:

- a. Closing. The Parties will close the purchase and sale of the TE Credits (the “Closing”) thirty (30) days after the Effective Date, or such earlier date as mutually agreed in writing by the Parties. Closing shall be at the office of Seller or its counsel.
- b. Payment of Purchase Price at Closing. Subject to the conditions and terms hereof, Buyer shall pay the Purchase Price for the TE Credits via wire transfer to Seller at the Closing.

5. Representations and Warranties of Parties. The Parties represent and warrant to each other as follows:

a. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

i. Existence. Buyer (A) is a duly organized or formed, validly existing special district pursuant to Sections 32-1-101 *et seq.*, C.R.S., (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to carry on its business and execute, deliver, and perform its obligations under this Agreement, and (C) is duly qualified and in good standing under the laws of the State of Colorado.

ii. Due Authorization; No Contravention. The execution, delivery and performance of this Agreement have been duly authorized by all necessary organizational action, and do not and will not (A) contravene the terms of any of Buyer’s organization documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (1) any contractual obligation to which Buyer is a party or by which Buyer is bound or (2) an arbitral award, a court order or injunction, or the writ or decree of any government agency to which Buyer is subject, or (C) violate any applicable law.

iii. Execution and Enforceability. This Agreement has been duly executed and delivered by Buyer. This Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer, subject to the rights of creditors generally.

iv. Use of TE Credits. Buyer acknowledges and agrees that the TE Credits may be used only in connection with a reclaimed wastewater contract or use license for irrigation of land located within the original Anthem PUD and specifically the TE Credits are being acquired for use by Buyer on the Property (as defined above).

b. Representation and Warranties of Seller. Seller represents and warrants to Buyer as of the Effective Date and as of the Closing as follows:

i. Existence. Seller (A) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (1) own its assets and carry on its business and (2) execute,

deliver, and perform its obligations under this Agreement and all deliveries required from Seller at the Closing (each a “**Seller Closing Delivery**”), and (C) is duly qualified and in good standing under the laws of the State of Colorado.

ii. **Due Authorization; No Contravention.** The execution, delivery and performance of this Agreement has been duly authorized by all necessary organizational action, and do not and will not (A) contravene the terms of any of the organization documents of Seller, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (1) any contractual obligation to which Seller is a party or by which Seller is bound or that affects the TE Credits or (2) an arbitral award, a court order or injunction, or the writ or decree of any government agency to which Seller or the TE Credits are subject, or (C) violate any applicable law.

iii. **Execution and Enforceability.** This Agreement has been duly executed and delivered by Seller. This Agreement constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller, subject to the rights of creditors generally.

iv. **No Attachments or Bankruptcy.** There are no attachments, executions, assignments for the benefit of creditors receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller, or the TE Credits, which could cause a material adverse effect on either (i) Seller’s ability to perform under this Agreement or (ii) the value of the TE Credits.

v. **No Third Party Interests.** Seller has not sold, conveyed, encumbered or otherwise disposed of all or any part of the TE Credits or any interest therein to any third party. So long as this Agreement is in force, Seller shall not sell, convey, encumber or otherwise dispose of all or any part of the TE Credits or any interest therein to any third party.

vi. **Use of TE Credits.** Seller is the beneficial holder of the right, title and interest in the TE Credits under the terms of the Non-Potable Agreement.

6. **Seller’s Closing Deliveries.** At the Closing, the Seller shall deliver to Buyer (i) an executed Assignment and Bill of Sale in a form attached to this Agreement as **Exhibit B** (the “**Assignment**”) conveying, transferring, and assigning the TE Credits to Buyer, and (ii) such other documents as are reasonably required and consistent with the transfer of the TE Credits. Upon receipt of Buyer’s executed counterpart Assignment and other Buyer’s Closing Deliveries, Seller shall deliver the fully executed Assignment to the Buyer. All of the documents referenced in this subsection are collectively referred to as “**Seller’s Closing Deliveries.**” Seller shall pay any taxes and assessments relating to the transfer of the TE Credits.

7. **Buyer’s Closing Deliveries.** At the Closing, Buyer shall deliver in good funds (i) the Purchase Price, and (ii) an executed counterpart of the Assignment. All of the items referenced in this subsection are collectively referred to as “**Buyer’s Closing Deliveries.**”



8. Default.

a. Default by Seller. In the event of a default by Seller, Buyer's sole and exclusive remedy shall be an action for specific performance. Buyer expressly waives any and all other claims, rights and damages of any kind associated with any default by Seller.

b. Default by the Buyer. In the event of a default by Buyer, Seller's sole and exclusive remedy shall be termination of this Agreement or an action for actual damages only. Seller expressly waives any and all other claims, rights, remedies or other damages of any kind associated with any default by Buyer.

9. General Provisions.

a. Assignment. Buyer may not assign this Agreement without the prior written consent of Seller. No assignment shall release a Party herein named from any obligation or liability under this Agreement. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. Seller shall not assign any of its rights under this Agreement.

b. Notices. All notices, and other communications provided for under this Agreement ("Notices") shall be in writing and shall be given by hand-delivery to the recipient, email transmission to the recipient (if receipt is verified), or by an overnight courier service (which obtains a receipt evidencing delivery) to the recipient addressed to such Party at the addresses and email addresses set forth below (or such other address as a Party may designate by Notice to the other Party). The Parties will consider Notices given and received upon (a) substantial compliance with the provisions of this Section 8(b), (b) receipt, or refusal of receipt, by a Party or an Authorized Representative, and (c) a Party obtaining knowledge of a Notice. The physical addresses and email addresses of the Parties as of the Effective Date are as follows:

If to Buyer:

Baseline Metropolitan District No. 1  
550 W. Eisenhower Boulevard  
c/o Pinnacle Consulting Group, Inc.  
Loveland, CO 80537  
Attention: District Manager  
Telephone: 970-669-3611  
Email: [basemdadmin@pcgi.com](mailto:basemdadmin@pcgi.com)

With a copy to:

Icenogle Seaver Pogue, P.C.  
4725 S. Monaco St., Suite 360  
Denver, Colorado 80237  
Attention: Alan D. Pogue  
Telephone: 303-292-9100  
Email: [apogue@isp-law.com](mailto:apogue@isp-law.com)

If to Seller, addressed as follows:

NASH Anthem, LLC  
 6465 S Greenwood Plaza Blvd, Suite 700  
 Centennial, CO 80111  
 Attention: Anastasia Urban  
 Telephone: 303-566-0654  
 Email: [Anastasia.urban@brookfieldpropertiesdevelopment.com](mailto:Anastasia.urban@brookfieldpropertiesdevelopment.com)

c. Counterparts; Electronic Copies. The Parties (i) may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument and (ii) shall accept an electronically transmitted copy, PDF file, or photocopy of this Agreement (including a signature by a Party) or a written notice given hereunder as an original of this Agreement or such written notice.

d. Entire Agreement/Survival of Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties hereto. This Agreement and all provisions hereof shall survive the Closing contemplated hereunder.

e. Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby.

f. Governing Law. The laws of the State of Colorado shall govern the enforcement and interpretation of this Agreement.

g. Invalidity of Any Provision. If any court concludes that any condition or covenant herein contained is invalid or void, then the Parties shall (i) reform such condition or covenant in a manner that will result in its being binding and valid and (ii) deem said condition or covenant severable from the remainder of the Agreement that does not affect any other condition or covenant contained herein. The Parties agree that no covenant or other provision set forth herein shall be invalid due to its scope or breadth, and agree that if a court concludes that such provision is invalid to any particular extent, the Parties shall deem it valid and applicable to the extent of the scope or breadth permitted by law.

h. Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

i. Commissions. Seller and Buyer each represent and warrant to the other that there are no brokers involved in this transaction. Seller agrees to indemnify and hold Buyer

harmless from and against any claims by any broker or third parties claiming by, through, or under Seller for brokerage commissions, finder's fees, or other fees relative to the sale of the TE Credits. To the extent permitted by law, Buyer agrees to indemnify Seller and hold Seller harmless for any amounts claimed by any broker or third parties claiming by, through or under Buyer for brokerage commissions, finder's fees or other fees relative to the sale of the TE Credits. The foregoing indemnity obligations shall survive the Closing.

j. Recitals and Exhibit Incorporated. The Recitals to the Agreement and the Exhibits referenced herein and attached hereto and hereby incorporated into and made a part of this Agreement.

k. Subject to Annual Appropriations. Buyer does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. Buyer's payment obligations hereunder are subject to annual appropriations. Buyer has appropriated sufficient funds for this Agreement for the current fiscal year.

The Parties have executed and delivered this Agreement as of the Effective Date.

**Buyer:**

BASELINE METROPOLITAN DISTRICT NO. 1,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Kim L. Perry  
Its: President

**Seller:**

NASH ANTHEM, LLC,  
a Delaware limited liability company

By: Brookfield Newland Development, LLC  
a Delaware limited liability company,  
its Agent/Development Manager

By: \_\_\_\_\_  
Name: Sandi Thomas  
Title: Vice President

EXHIBIT A  
To  
Purchase and Sale Agreement

Copy of Non-Potable Agreement

EXHIBIT B  
To Purchase and Sale Agreement

**ASSIGNMENT AND BILL OF SALE**

**Tap Equivalent (“TE”) Credits under the  
City and County of Broomfield Improvement Agreement  
for Anthem Non-Potable Irrigation Improvements**

THIS ASSIGNMENT AND BILL OF SALE (“**Assignment**”) is made the \_\_\_\_ day of \_\_\_\_\_, 2023, by NASH Anthem, LLC, a Delaware limited liability company (“**Seller**”), whose address is 6465 S Greenwood Plaza Blvd, Suite 700, Centennial, Colorado 80111, in favor of and Baseline Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 550 W. Eisenhower Blvd, Loveland, Colorado 80537, Attention: District Manager, Telephone: 970-669-3611 (“**Buyer**”).

RECITALS

A. The City and County of Broomfield, Colorado (“**City**”) currently provides reclaimed wastewater for irrigation purposes within certain areas of the City. Pulte Home Corporation, a Michigan corporation (“**Pulte**”), and the City, acting by and through its City of Broomfield Colorado Water Reclamation Activity Enterprise (“**City**”) were the original parties to that certain “City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements” dated January 13, 2009 (the “**Non-Potable Agreement**”), pertaining to the project commonly known as the Anthem PUD located within the City. A copy of the Non-Potable Agreement is attached hereto as **Exhibit A**.

B. Pulte assigned its right, title and interest in the Non-Potable Agreement to WS-ACB Investments, LLC, a Delaware limited liability company (“**WSACB**”) by an Assignment and Assumption of City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements dated December 28, 2011.

C. WSACB assigned its right, title and interest in the Non-Potable Agreement to Seller by an Assignment and Assumption of City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements dated March 31, 2015 and recorded April 6, 2015 under Reception No. 2015003803. Notice of the Assignments was given to the City on May 15, 2015.

D. Pursuant to the terms of the Non-Potable Agreement, Seller has the right to receive a credit from the City against connection fees or other tap fees which are charged under each reclaimed wastewater contract or use license (each a “**License**”) pertaining to the non-potable water system pursuant to Section 13-32-060 or other applicable sections of the Broomfield Municipal Code. The credit is based upon a Tap Equivalent (“**TE**”) rate of \$15,717 per ½ acre foot of water. Seller is entitled by the terms of the Non-Potable Agreement to assign, transfer or sell the credits to third parties for use in connection with properties within the entire Anthem PUD. Any such assignment, transfer or sale of the credits for unused Licenses requires written notice to

the City in advance of any such assignment, transfer or sale and the Seller gave such written notice to the City on September 29, 2023.

E. Buyer is the owner Tract AZ, North Park Filing 2, Replat D, City and County of Broomfield. Buyer is responsible for the installation of landscape and landscape irrigation within this parcel of land located within North Park Filing 2, Replat D, City and County of Broomfield. (“**Property**”). The Property is located within the boundaries of the Anthem PUD as required by the Non-Potable Agreement.

F. Pursuant to the terms of that Third North Park PUD Managed Growth and Development Agreement recorded April 29, 2021 at Reception No. 2021008627 in Broomfield County real property records, McWhinney Real Estate Services, Inc. (“MRES”), the developer of the property now known as Baseline, its successors-in-interest and assigns, must purchase from Seller, as successor-in-interest to Pulte, any irrigation taps or licenses which are required for Baseline property to the extent Seller has TE Credits that it desires to sell at a price determined by Seller; provided, however, that the price for each such irrigation tap or license does not exceed the lower of (a) the then-current cost to acquire an irrigation tap or license from the City, or (b) the price for an irrigation tap or license which Seller has most recently charged any independent third party not affiliated with Seller, but excluding any homeowner association, governmental entity or non-profit entity. Buyer is the successor in interest to MRES with respect to the provision of irrigation water service to the Property. As of the date hereof, the cost to acquire an irrigation tap from the City is \$13,240.

G. Seller has available for assignment, transfer and sale 15.54 TE credits (each a “**TE Credit**” and together the “**TE Credits**”). Buyer desires to purchase the TE Credits from Seller and Seller desires to sell the TE Credits to Buyer together with any appurtenant right to purchase corresponding Licenses, subject to the terms of this Agreement.

H. The Parties have agreed upon the purchase and sale of the TE Credits pursuant to a Purchase and Sale Agreement dated \_\_\_\_\_.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment and Conveyance. Seller hereby grants, bargains, sells, conveys and assigns to Buyer for use on the Property or other land within the Anthem PUD all of Seller’s right, title and interest in and to 15.54 TE Credits pursuant to the Non-Potable Agreement, including, without limitation, any rights pursuant thereto to acquire reclaimed wastewater contracts or use licenses (each a “**License**”) from the City pertaining to the non-potable water system. Seller represents that it has not made any prior conveyance of the subject TE Credits being transferred hereunder; and that the subject TE Credits are being transferred free and clear of all liens, claims and encumbrances arising by, through or under Seller. Buyer acknowledges and agrees that it shall

be required to pay any normal and customary water use service fees or charges to the City with respect to the subject 15.54 TE Credits.

2. Notice to City. Buyer shall give written notice to the City that it has taken this assignment of 15.54 TE Credits for use on the Property, which notice must include a copy of this executed Assignment.

3. No Modifications. Nothing in this Assignment shall be deemed to modify any of the terms and conditions of the Non-Potable Agreement.

4. Seller's Acknowledgement. Seller acknowledges and agrees that upon execution of this Assignment that the 15.54 TE Credits assigned herein will no longer be available to Seller under the Non-Potable Agreement.

[signature page follows]



SELLER:

NASH ANTHEM, LLC,  
a Delaware limited liability company

By: Brookfield Newland Development, LLC,  
a Delaware limited liability company,  
its Agent/Development Manager

By: \_\_\_\_\_

Name: Sandi Thomas

Title: Vice President

BUYER:

BASELINE METROPOLITAN DISTRICT NO. 1,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
To  
Assignment and Bill of Sale

Copy of Non-Potable Agreement

EXHIBIT C  
To Purchase and Sale Agreement

Seller's Notice to City

**NOTICE OF ASSIGNMENT AND TRANSFER OF TAP CREDITS**  
**CITY AND COUNTY OF BROOMFIELD IMPROVEMENT AGREEMENT**  
**FOR**  
**ANTHEM NON-POTABLE IRRIGATION IMPROVEMENTS**

**THIS NOTICE OF ASSIGNMENT** ("Notice") is given on 9/29/2023 by **NASH ANTHEM LLC**, a Delaware limited liability company ("NASH"), and delivered to **THE CITY AND COUNTY OF BROOMFIELD**, a Colorado municipal corporation and county, acting by and through the **CITY OF BROOMFIELD COLORADO WATER RECLAMATION ACTIVITY ENTERPRISE** ("City") at One DesCombes Drive, Broomfield, Colorado 80020, Attn: Jennifer Hoffman (City Manager), Nancy Rodgers (City Attorney), Brenda Richey (Director of Finance), and Kimberly Dall (Director of Public Works).

**RECITALS**

A. Pulte Home Corporation, a Michigan corporation ("Pulte") and the City entered into a "City and County of Broomfield Improvement Agreement for Anthem Non-Potable Irrigation Improvements" dated January 13, 2009 (the "Non-Potable Agreement"), pertaining to the project commonly known as the Anthem PUD located within the City and County of Broomfield, Colorado. Pulte assigned and conveyed its interest in the Non-Potable Agreement to WS-ACB Development, LLC ("WS-ACB"), and WS-ACB subsequently assigned and conveyed its interest in the Non-Potable Agreement to NASH.

B. Pursuant to Sections 5.0 and 6.0 of the Non-Potable Agreement, the City's Reimbursement Obligation under the Non-Potable Agreement shall be credited against the connection or tap fee pertaining to the non-potable system at a Tap Equivalent ("TE") rate of \$15,717 per ½ acre foot of water, and NASH is entitled to assign, transfer or sell the credits to third parties to use in connection with properties within the entire Anthem PUD provided that NASH notifies the City in writing in advance of any assignment, transfer or sale of the credits. NASH desires to give the City Notice of the assignment, transfer and sale of TE credits pursuant to Sections 5.0 and 6.0 of the Non-Potable Agreement.

**NOTICE**

Please be advised that NASH has entered into a Purchase and Sale Agreement with Baseline Metropolitan District No. 1, pursuant to which NASH will assign, transfer and sell to Baseline Metropolitan District No. 1 a total of 15.54 TE credits under the Non-Potable Agreement. The address and phone number for Baseline Metropolitan District No. 1 is as follows: c/o Pinnacle Consulting Group, Inc., 550 W. Eisenhower Boulevard, Loveland, CO 80537, Attention: District Manager, Telephone: 970-669-3611. This assignment, transfer and sale of TE credits is applicable to Tract AZ, North Park Filing 2, Replat D, City and County of Broomfield, Colorado.

NASH ANTHEM, LLC,  
a Delaware limited liability company

By: Brookfield Newland Development, LLC,  
a Delaware limited liability company,  
its Agent/Development Manager

DocuSigned by:  
*Sandi Thomas* \_\_\_\_\_  
7D88200C831C4BB... nas

Title: Vice President

Attachments: Copy of Non-Potable Agreement

EXHIBIT D1  
To Purchase and Sale Agreement

Tract AZ, North Park Filing 2, Replat D, City and County of Broomfield, Colorado.

