

**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: November 2, 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 – October 5, 2023, Regular and Annual Community Meeting. **(Pages 4-11)**
- B. Ratification of Payment of Claims. **(Pages 12-22)**

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)

- C. Approval of Unaudited Financial Statements for the period ending June 30, 2023.
- D. Ratification of Contract Modifications. **(Pages 23-24)**
- E. Consideration and Approval of 2024 Annual Administrative Matters Resolution. **(Pages 25-80)**
- F. Consideration and Approval of 2024 Meeting Resolution. **(Pages 81-84)**
- G. Consideration and Approval of First Amendment to Public Records Policy. **(Pages 85-87)**

### III. DISTRICT MANAGER ITEMS

- A. District Managers' Report. **(Pages 88-89)**
- B. Consideration and Approval of 2024 Master Service Agreements with Operations and Maintenance Service Contractors.
  - a. Affordable Pest Control
  - b. Environmental Designs Inc
  - c. Fiske
  - d. Frontier Environmental Center
  - e. OLM
  - f. Precision Pavement Marking
  - g. Star Playgrounds
- C. Consider Authorization of District Manager to Execute 2024 Work Orders with Approved Operations and Maintenance Service Contractors within the Approved 2024 Budget.

### IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update. **(Pages 90-93)**
  - a. Bid Process Update.
- B. Capital Fund Summary and Capital Needs Assessment Review. **(Pages 94-100)**
- C. Budget Approval and Contracting.
  - a. Linear Park Phase 1 (CFS #6)
    - i. Present Bid Analysis Summary Memorandum – Public Landscaping. **(Pages 101-102)**
    - ii. Consider Approval of Construction Contract with Brightview Landscape Development for Public Landscaping - \$2,225,227.14.
  - b. Southlands (CFS #12)
    - i. Consider Approval of Construction Management Services Master Services Agreement and Work Order with Contour Services - \$20,000.00.
    - ii. Present Bid Analysis Summary Memorandum – Public Grading.
    - iii. Consider Approval of Construction Contract with Coyote Ridge Construction for Public Grading - \$4,880,466.13. **(To Be Distributed Under Separate Cover)**
  - c. Parkside West Phase 2 (CFS #21)
    - i. Consider Approval of Construction Contract with ECI for Public Landscaping Improvements - \$TBD. **(Pages 103-104)**

- ii. Consider Approval of Amended Project Budget - \$TBD.  
**(Pages 105-108)**

- D. Consider Approval of Work Orders and Change Orders with MRES for District Project Management Services.
  - a. Parkside West Phase 1 (CFS #3) - \$TBD.
  - b. West Sheridan Residential Phase 2 (CFS #11) - \$TBD.
  - c. Flex Phase 3 Offsites (CFS #17) - \$TBD.

**V. FINANCIAL ITEMS**

- A. Finance Manager’s Report.
- B. Public Hearing regarding the Proposed Amended 2023 Budgets.
- C. Consider Adoption of Amended 2023 Budgets; Consideration and Approval of Resolution to Amend Budgets; and Appropriate Sums of Money.
- D. Public Hearing regarding the Proposed 2024 Budgets.
- E. Consider Adoption of 2024 Budgets; Consideration and Approval of Resolutions to Adopt Budgets; Certify Mill Levies and Appropriate Sums of Money.  
**(Pages 109-120)**
- F. Approval of Auditor for 2023 Audit.

**VI. LEGAL ITEMS**

- A. Consideration and Approval of License Agreement with Boulder Creek Baseline, LLC. **(Pages 121-126)**
- B. Consideration and approval of City and County of Broomfield Improvement and Maintenance Agreement for Preble Creek Drainageway. **(Pages 127-152)**
- C. Consideration and approval of Third Amendment to Public improvement Advance and Reimbursement Agreement with NP Distribution (NPD), and in connection therewith, refund the subordinated note and issue a new subordinate note to NPD for capital advances. **(Pages 153-174)**
- D. Discussion of Status of Pipeline Facility Relocation Agreement.
- E. Consideration and Approval of Reimbursement Agreement with MCImetro Access Transmission Services LLC. **(Pages 175-182)**

**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 December 7, 2023\*\*\***

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)

## 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  
October 5, 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, October 5, 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  
 Judith Sarro, Assistant Secretary

##### Directors Absent, but Excused:

Susan Brunkhardt, Treasurer

##### Also in Attendance Were:

Alan Pogue and Deborah Early; Icenogle Seaver Pogue, P.C.  
 Jim Niemczyk, Mike McBride, Amanda Dwight, Samantha Romero,  
 Megan Ott, and Griffin Barlow; McWhinney.  
 Bryan Newby, Kieyesia Conaway, Brendan Campbell, Irene Buenavista,  
 Casey Milligan, Stanley Holder and Adam Brix; Pinnacle Consulting  
 Group, Inc.  
 Aden Rubinson; Member of the Public

#### 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 1:03 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. Ms. Early 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. Ms. Early 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 Harris, seconded by Director DePeder, and upon vote, unanimously carried, it was

**RESOLVED** to approve the agenda, as presented.

Public Comment: Judith Sarro spoke as a member of the Public and noted that the Annual Meeting should include an invite to the District's homeowners. This year's annual meeting had no more than two weeks' notice and was hidden on the website. She also noted there was no information on the notice regarding how to join the meeting. Ms. Early noted that the Annual Meeting is a new requirement for 2023 and the meeting was posted as required by law, with the meeting information on the notice.

**RECORD OF PROCEEDINGS**

Moving forward, District Management will devise a way to be more transparent with the Districts’ residents regarding meeting notices.

Director Comment: There were no Director Comments received.

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 Harris, Seconded by Director DePeder, the following items on the consent agenda were unanimously approved, ratified and adopted:

- A. Approval of Minutes – September 7, 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.

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. Holder 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. Holder 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 TraceAir: Mr. Holder presented to the Boards the Master Service Agreement and Work Order 2023-01 with TraceAir for the General Capital (CFS #1) in the amount of \$20,950.00 and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and upon vote, unanimously carried, it was

**RECORD OF PROCEEDINGS**

**RESOLVED** to approve the Master Service Agreement and Work Order 2023-01 with TraceAir for the General Capital (CFS #1) in the amount of \$20,950.00.

Southlands (CFS #12): This item was tabled until the next Regular Board Meeting on November 2, 2023.

Master Service Agreement and Work Order 2023-01 with Civitas Resources: This item was tabled until the next Regular Board Meeting on November 2, 2023.

160<sup>th</sup> Avenue (CFS #14): Mr. Niemczyk discussed with the Boards the Agreement with Civitas Resources and answered questions.

Bid Analysis Summary Memorandum – Park Lane Public Landscaping Improvements for Parkside West Phase 2 (CFS #21): Mr. Holder presented the Bid Analysis Summary Memorandum – Park Lane Public Landscaping Improvements for Parkside West Phase 2 (CFS #21) to the Boards and answered questions.

Parkside West Phase 2 (CFS #21) Construction Contract with ECI for Public Landscaping Improvements: Mr. Holder Presented the Parkside West Phase 2 (CFS #21) Construction Contract with ECI for Public Landscaping Improvements to the Boards and answered questions. Following review and discussion, the Boards asked that this item be tabled until the next Regular Meeting in November.

Approval of Work Orders and Change Orders with MRES for District Project Management Services: There were no Work Orders and Change Orders with MRES for District Project Management Services.

FINANCIAL ITEMS

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

LEGAL ITEMS

Approval of Purchase and Sale Agreement for TE Credits – Parklands “Big Greens”: Ms. Early presented the Purchase and Sale Agreement for TE Credits – Parklands “Big Greens” to the Boards and answered questions. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director McShea, and upon vote, unanimously carried, it was

**RECORD OF PROCEEDINGS**

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**RESOLVED** to approve the Purchase and Sale Agreement for TE Credits – Parklands “Big Greens”.

Approval of Pipeline Facility Relocation Agreement: Ms. Early presented the Pipeline Facility Relocation Agreement to the Boards and answered questions. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director DePeder, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Pipeline Facility Relocation Agreement not to exceed \$327,202.70.

DIRECTOR ITEMS

Director Harris noted he went to the District website and was able to find the notice to the Annual Meeting along with information on how to join, although it could be easier to find and possibly in more locations than just one.

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 2:22 p.m.

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

Respectfully submitted,

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Kieyesia Conaway, Recording Secretary for the Meeting



**RECORD OF PROCEEDINGS**

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MINUTES OF THE COORDINATED  
ANNUAL MEETING OF  
BASELINE METROPOLITAN DISTRICT NOS. 1-9

HELD  
October 5, 2023

The Boards of Directors of the Baseline Metropolitan District Nos. 1-9 held an annual meeting, open to the public, via MS Teams at 12:00 p.m. on Thursday, October 5, 2023.

ATTENDANCE

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

Directors Absent, but Excused:  
Josh Kane, Secretary  
Karen McShea, Treasurer

Directors in Attendance: (District No. 3)  
Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Judith Sarro, Assistant Secretary  
Susan Brunkhardt, Treasurer

Directors Absent, but Excused:  
Josh Kane, Secretary

Also in Attendance Were:  
Deborah Early; Icenogle Seaver Pogue, P.C.  
Jim Niemczyk, Mike McBride, Amanda Dwight, Megan Ott, and Griffin Barlow; McWhinney.  
Bryan Newby, Kieyesia Conaway, Brendan Campbell, Irene Buenavista, Casey Milligan, and Stanley Holder; Pinnacle Consulting Group, Inc.  
Aden Rubinson; Member of the Public

ADMINISTRATIVE  
ITEMS

Call to Order: The Annual 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 Mr. Newby at 12:01 p.m.

## RECORD OF PROCEEDINGS

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Declaration of Quorum/Director Qualifications/Disclosure of Potential Conflicts of Interest: Mr. Newby 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. Ms. Early 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. Ms. Early 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.

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ANNUAL MEETING  
REQUIREMENTS

Presentation regarding the status of Public Infrastructure Projects within the District: Mr. Niemczyk presented the status of Public Infrastructure Projects within the District to the Public.

Unaudited Financial Statements: Ms. Buenavista presented the Unaudited Financial Statements as of June 30, 2023, to the Public.

Presentation regarding the status of Outstanding Bonds: Ms. Buenavista presented the status of Outstanding Bonds to the Public.

Public comment and questions: Judith Sarro spoke as a member of the public and noted that she was under the impression that the District maintains the open spaces within the Villas at North Park in District No. 3. Mr. Niemczyk confirmed and noted that the open space in reference is not owned or maintained by the District as it is private property. Director Perry and Ms. Early advised Ms. Judith that the owners of the property would have to agree to a transfer of ownership and complete a quitclaim deed for the District to take over maintenance of this area; provided the District was willing to take on ownership and maintenance. Ms. Sarro was advised to discuss this issue with the homeowner association that owns the property.

## RECORD OF PROCEEDINGS

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ADJOURNMENT

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There being no further business to come before the Boards, the meeting was adjourned at 12:23 p.m.

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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**  
September 30 through October 29, 2023

Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>2604</b>	<b>10/04/2023</b>	<b>MCImetro Access Transmission Services</b>	<b>1-11005 · Checking - First Bank</b>	
Bill	Project 99767R	09/01/2023		3-55341 · Project Direct	<u>24,250.00</u>
TOTAL					24,250.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Wagner Construction</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App 3	08/15/2023		3-55341 · Project Direct	<u>18,119.37</u>
TOTAL					18,119.37
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CDPHE</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	WC641145616	08/15/2023		3-55555 · Permits, Fees and Other	<u>350.00</u>
TOTAL					350.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-82555	08/15/2023		3-55204 · Engineering	<u>2,116.25</u>
TOTAL					2,116.25
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	0000501404	08/15/2023		3-55334 · Engineering	<u>3,162.50</u>
TOTAL					3,162.50
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Earth Engineering Consultants, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	1234040.2	08/15/2023		3-55554 · Engineering	<u>950.90</u>
TOTAL					950.90
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-82979	08/15/2023		3-55314 · Engineering	<u>3,100.00</u>
TOTAL					3,100.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Asphalt Specialties Co., Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App 1	08/15/2023		3-55551 · Project Direct	<u>161,089.90</u>
TOTAL					161,089.90
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CDPHE</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	WC641145415	08/15/2023		3-55365 · Permits, Fees and Other	<u>350.00</u>
TOTAL					350.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	24915	08/15/2023		3-55183 · Project Administration	<u>1,050.00</u>
TOTAL					1,050.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-83876	08/15/2023		3-55374 · Engineering	<u>9,161.25</u>
TOTAL					9,161.25

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

Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	24911	08/15/2023		3-55393 · Project Administration	2,205.00
TOTAL					<u>2,205.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	0000501406	08/15/2023		3-55424 · Engineering	3,510.00
TOTAL					<u>3,510.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Asphalt Specialties Co., Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App #1	08/15/2023		3-55341 · Project Direct	130,067.83
TOTAL					<u>130,067.83</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Rocky Mountain Custom Landscapes &amp; Assc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App 2	08/15/2023		3-55201 · Project-Direct	228,830.58
TOTAL					<u>228,830.58</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CDPHE</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	WC641142747	08/15/2023		3-55205 · Permits, Fees and Other	350.00
TOTAL					<u>350.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	405113	08/15/2023		3-55242 · Project Management	7,749.00
TOTAL					<u>7,749.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-82505	08/15/2023		3-55204 · Engineering	733.75
TOTAL					<u>733.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	145408	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-81696	08/15/2023		3-55204 · Engineering	300.00
TOTAL					<u>300.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	152498	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	150850	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>

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

Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App 23	08/15/2023		3-55201 · Project-Direct	269,669.82
TOTAL					<u>269,669.82</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	149560	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	0000501398	08/15/2023		3-55554 · Engineering	2,160.00
TOTAL					<u>2,160.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Harris Kocher Smith</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	210229.24	08/15/2023		3-55314 · Engineering	1,667.50
TOTAL					<u>1,667.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-83074	08/15/2023		3-55204 · Engineering	840.00
TOTAL					<u>840.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-83200	08/15/2023		3-55374 · Engineering	16,688.00
TOTAL					<u>16,688.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	149583	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	24906	08/15/2023		3-55243 · Project Administration	2,400.00
TOTAL					<u>2,400.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Prairie Mountain Media</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	Ad 1997002	08/15/2023		3-55315 · Permits, Fees and Other	184.80
TOTAL					<u>184.80</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Hall Contracting LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App 13	08/15/2023		3-55301 · Project-Direct	47,409.75
TOTAL					<u>47,409.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-83794	08/15/2023		3-55204 · Engineering	1,765.63
TOTAL					<u>1,765.63</u>

**Baseline Metropolitan District No. 1**  
**Check Detail**  
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Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	10/04/2023	Norris Design, Inc	1072 · Bill.com Money Out Clearing	
Bill	01-83795	08/15/2023		3-55314 · Engineering	2,387.50
TOTAL					<u>2,387.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	CMS Environmental Solutions, LLC	1072 · Bill.com Money Out Clearing	
Bill	148165	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24908	08/15/2023		3-55353 · Project Administration	1,012.50
TOTAL					<u>1,012.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
Bill	405112	08/15/2023		3-55392 · Project Management	20,858.90
TOTAL					<u>20,858.90</u>
Bill Pmt -Check	Bill.com	10/04/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
Bill	405122	08/15/2023		3-51170 · Capital-General Master Planning	1,658.75
TOTAL					<u>1,658.75</u>
Bill Pmt -Check	Bill.com	10/04/2023	CMS Environmental Solutions, LLC	1072 · Bill.com Money Out Clearing	
Bill	148188	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24914	08/15/2023		3-55313 · Project Administration	3,187.50
TOTAL					<u>3,187.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
Bill	0000501402	08/15/2023		3-55304 · Engineering	3,710.22
TOTAL					<u>3,710.22</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24909	08/15/2023		3-55543 · Project Administration	787.50
TOTAL					<u>787.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24903	08/15/2023		3-55553 · Project Administration	1,312.50
TOTAL					<u>1,312.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
Bill	App #22	08/15/2023		3-55201 · Project-Direct	63,626.62
TOTAL					<u>63,626.62</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>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	152520	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CDPHE</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	WC641144109	08/15/2023		3-55395 · Permits, Fees and Other	540.00
TOTAL					<u>540.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App #13	08/15/2023		3-55391 · Project Direct	520,650.11
TOTAL					<u>520,650.11</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	150931	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	24905	08/15/2023		3-55363 · Project Administration	637.50
TOTAL					<u>637.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-79852	08/15/2023		3-55204 · Engineering	2,277.00
TOTAL					<u>2,277.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Earth Engineering Consultants, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	1234040.4	08/15/2023		3-55554 · Engineering	3,295.40
TOTAL					<u>3,295.40</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-83628	08/15/2023		3-55204 · Engineering	2,662.50
TOTAL					<u>2,662.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	144245	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Earth Engineering Consultants, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	1234040.3	08/15/2023		3-55554 · Engineering	530.40
TOTAL					<u>530.40</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	24907	08/15/2023		3-55333 · Project Administration	487.50
TOTAL					<u>487.50</u>



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Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	10/04/2023	CMS Environmental Solutions, LLC	1072 · Bill.com Money Out Clearing	
Bill	145429	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
Bill	405108	08/15/2023		3-55342 · Project Management	11,253.00
TOTAL					<u>11,253.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	Earth Engineering Consultants, LLC	1072 · Bill.com Money Out Clearing	
Bill	1234040.5	08/15/2023		3-55554 · Engineering	1,990.40
TOTAL					<u>1,990.40</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24910	08/15/2023		3-55203 · Project Administration	1,312.50
TOTAL					<u>1,312.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24912	08/15/2023		3-55373 · Project Administration	1,715.00
TOTAL					<u>1,715.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
Bill	0000501401	08/15/2023		3-55244 · Engineering	1,000.00
TOTAL					<u>1,000.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	CMS Environmental Solutions, LLC	1072 · Bill.com Money Out Clearing	
Bill	143983	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	CDPHE	1072 · Bill.com Money Out Clearing	
Bill	WC641145819	08/15/2023		3-55235 · Permits, Fees and Other	540.00
TOTAL					<u>540.00</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24636	08/15/2023		3-51040 · Capital-General District Mgmt	2,437.50
TOTAL					<u>2,437.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	Norris Design, Inc	1072 · Bill.com Money Out Clearing	
Bill	01-79936	08/15/2023		3-55204 · Engineering	6,632.50
TOTAL					<u>6,632.50</u>
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24904	08/15/2023		3-51040 · Capital-General District Mgmt	2,025.00
TOTAL					<u>2,025.00</u>

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September 30 through October 29, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	10/04/2023	CDPHE	1072 · Bill.com Money Out Clearing	
Bill	WC641142742	08/15/2023		3-55185 · Permits, Fees and Other	350.00
TOTAL					350.00
Bill Pmt -Check	Bill.com	10/04/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
Bill	395198	08/15/2023		3-55242 · Project Management	85.50
TOTAL					85.50
Bill Pmt -Check	Bill.com	10/04/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
Bill	App 22	08/15/2023		3-55391 · Project Direct	8,388.78
TOTAL					8,388.78
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24916	08/15/2023		3-55303 · Project Administration	1,087.50
TOTAL					1,087.50
Bill Pmt -Check	Bill.com	10/04/2023	Rocky Mountain Custom Landscapes & Assc	1072 · Bill.com Money Out Clearing	
Bill	App 1	08/15/2023		3-55201 · Project-Direct	87,133.88
TOTAL					87,133.88
Bill Pmt -Check	Bill.com	10/04/2023	Norris Design, Inc	1072 · Bill.com Money Out Clearing	
Bill	01-82023	08/15/2023		3-55204 · Engineering	6,261.25
TOTAL					6,261.25
Bill Pmt -Check	Bill.com	10/04/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
Bill	24913	08/15/2023		3-55343 · Project Administration	1,012.50
TOTAL					1,012.50
Bill Pmt -Check	Bill.com	10/04/2023	Norris Design, Inc	1072 · Bill.com Money Out Clearing	
Bill	01-83485	08/15/2023		3-55204 · Engineering	5,265.00
TOTAL					5,265.00
Bill Pmt -Check	Bill.com	10/04/2023	Norris Design, Inc	1072 · Bill.com Money Out Clearing	
Bill	01-82553	08/15/2023		3-55374 · Engineering	3,255.00
TOTAL					3,255.00
Bill Pmt -Check	Bill.com	10/04/2023	Wagner Construction	1072 · Bill.com Money Out Clearing	
Bill	App #3	08/15/2023		3-55551 · Project Direct	50,890.77
TOTAL					50,890.77
Bill Pmt -Check	Bill.com	10/04/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
Bill	405110	08/15/2023		3-55362 · Project Management	7,690.85
TOTAL					7,690.85

Check Detail

September 30 through October 29, 2023

Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-81744	08/15/2023		3-55204 · Engineering	490.00
TOTAL					490.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Coyote Ridge Construction, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	App #7	08/15/2023		3-55361 · Project Direct	25,445.80
TOTAL					25,445.80
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-83094	08/15/2023		3-55204 · Engineering	3,083.75
TOTAL					3,083.75
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	405109	08/15/2023		3-55552 · Project Management	10,970.40
TOTAL					10,970.40
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>CMS Environmental Solutions, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	157054	08/15/2023		3-51060 · Capital-General Engineering	395.00
TOTAL					395.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>McWhinney Real Estate Services, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	405111	08/15/2023		3-55372 · Project Management	14,278.79
TOTAL					14,278.79
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Wenk Associates, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	0000501410	08/15/2023		3-55234 · Engineering	687.50
TOTAL					687.50
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Birch Ecology, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	924	08/15/2023		3-51060 · Capital-General Engineering	13,147.83
TOTAL					13,147.83
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/04/2023</b>	<b>Norris Design, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	01-82000	08/15/2023		3-55374 · Engineering	8,366.25
TOTAL					8,366.25
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>10/06/2023</b>	<b>Bill.com</b>	<b>1-11005 · Checking - First Bank</b>	
Bill	23102612012	09/30/2023		1-51120 · Office and Other	196.37
TOTAL					196.37
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>10/16/2023</b>	<b>City and County of Broomfield-xx7767</b>	<b>1-11005 · Checking - First Bank</b>	
Bill	172147767 09.23	09/28/2023		1-51400 · Utilities	168.25
TOTAL					168.25

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Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield- xx6731	1-11005 - Checking - First Bank	
Bill	172146731 09.23	09/28/2023		1-51400 - Utilities	11.45
TOTAL					<u>11.45</u>
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield-xx7770	1-11005 - Checking - First Bank	
Bill	172147770 09.23	09/28/2023		1-51400 - Utilities	61.04
TOTAL					<u>61.04</u>
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield-xx7765	1-11005 - Checking - First Bank	
Bill	172147765 09.23	09/28/2023		1-51400 - Utilities	43.24
TOTAL					<u>43.24</u>
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield- xx7769	1-11005 - Checking - First Bank	
Bill	172147769 09.23	09/28/2023		1-51400 - Utilities	803.96
TOTAL					<u>803.96</u>
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield- xx6732	1-11005 - Checking - First Bank	
Bill	172146732 09.23	09/28/2023		1-51400 - Utilities	13.18
TOTAL					<u>13.18</u>
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield- xx7768	1-11005 - Checking - First Bank	
Bill	172147768 09.23	09/28/2023		1-51400 - Utilities	397.53
TOTAL					<u>397.53</u>
Bill Pmt -Check	N/A	10/16/2023	City and County of Broomfield-xx7766	1-11005 - Checking - First Bank	
Bill	172147766 09.23	09/28/2023		1-51400 - Utilities	70.10
TOTAL					<u>70.10</u>
Liability Check	E-pay	10/25/2023	United States Treasury	1-11005 - Checking - First Bank	
				1-24000 - Payroll Liabilities	179.80
				1-24000 - Payroll Liabilities	179.80
				1-24000 - Payroll Liabilities	42.05
				1-24000 - Payroll Liabilities	42.05
TOTAL					<u>443.70</u>
Bill Pmt -Check	N/A	10/25/2023	United Power	1-11005 - Checking - First Bank	
Bill	23626100 09.23	09/30/2023		1-51400 - Utilities	22.32
TOTAL					<u>22.32</u>
Bill Pmt -Check	N/A	10/25/2023	United Power	1-11005 - Checking - First Bank	
Bill	19336600 09.23	09/30/2023		1-51400 - Utilities	22.28
TOTAL					<u>22.28</u>

**Baseline Metropolitan District No. 1**  
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Type	Num	Date	Name	Account	Paid Amount
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>10/25/2023</b>	<b>United Power</b>	<b>1-11005 · Checking - First Bank</b>	
Bill	17971400 09.23	09/30/2023		1-51400 · Utilities	22.28
TOTAL					<u>22.28</u>
<b>Bill Pmt -Check</b>	<b>N/A</b>	<b>10/25/2023</b>	<b>United Power</b>	<b>1-11005 · Checking - First Bank</b>	
Bill	18297000 09.23	09/30/2023		1-51400 · Utilities	22.56
TOTAL					<u>22.56</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	171059	09/01/2023		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>10/26/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	172937	09/29/2023		1-52904 · Irrigation Repair & Upgrade	88.95
TOTAL					<u>88.95</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	172247	09/29/2023		1-52904 · Irrigation Repair & Upgrade	318.18
TOTAL					<u>318.18</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>Pinnacle Consulting Group, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	25099	09/30/2023		1-51000 · Accounting	10,745.00
				1-51040 · District Management	9,065.00
				1-51045 · Facilities Management	6,720.00
TOTAL					<u>26,530.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>OLM, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	41947	09/29/2023		1-52103 · Manicured Landscaping Inspectio	1,407.00
TOTAL					<u>1,407.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>Frontier Environmental Services, LLC</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	1103.6	09/15/2023		1-52403 · Storm Structure Maintenance	2,470.88
TOTAL					<u>2,470.88</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>Environmental Designs, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	172913	09/27/2023		1-52904 · Irrigation Repair & Upgrade	1,451.19
TOTAL					<u>1,451.19</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>10/26/2023</b>	<b>Utility Notification Center of Colorado</b>	<b>1072 · Bill.com Money Out Clearing</b>	
Bill	223090185	09/30/2023		1-51400 · Utilities	313.47
TOTAL					<u>313.47</u>

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

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	10/26/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
Bill	172098	09/22/2023		1-52904 · Irrigation Repair & Upgrade	228.98
TOTAL					<u>228.98</u>
Bill Pmt -Check	Bill.com	10/26/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
Bill	410023	09/29/2023		1-52906 · Hardscape Repair & Upgrade	39.06
TOTAL					<u>39.06</u>
Bill Pmt -Check	Bill.com	10/26/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
Bill	172069	09/22/2023		1-52904 · Irrigation Repair & Upgrade	689.27
TOTAL					<u>689.27</u>
Bill Pmt -Check	Bill.com	10/26/2023	High Plains Environmental Center	1072 · Bill.com Money Out Clearing	
Bill	2646	09/01/2023		1-52107 · Native Area O&M	1,112.92
TOTAL					<u>1,112.92</u>
Bill Pmt -Check	Bill.com	10/26/2023	Icenogle Seaver Pogue, P.C.	1072 · Bill.com Money Out Clearing	
Bill	24296	09/30/2023		1-51110 · Legal	6,329.56
TOTAL					<u>6,329.56</u>
Bill Pmt -Check	Bill.com	10/26/2023	Baseline Community Association	1072 · Bill.com Money Out Clearing	
Bill	46030-202302	09/01/2023		1-51170 · HOA Maintenance Services	16,156.16
TOTAL					<u>16,156.16</u>
<b>Total</b>					<b>\$ 1,919,824.11</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>		
<i>Contractor:</i> <b>Environmental Designs, Inc.</b>	<i>Modification Date:</i> <b>10/1 /2023</b>	<i>Modification Amount:</i> <b>\$12,870.00</b>	<i>Contract #:</i> <b>Cnt-00746</b>
<i>Modification Description:</i> <b>WO 2023-11</b>	<i>Payment Method:</i> <b>Time &amp; Materials</b>	<i>District Signed Date:</i> <b>9 /20/2023</b>	
<i>Modification Scope:</i> <b>Snow Removal Services - October 2023-December 2023</b>	<i>Contractor Signed Date:</i> <b>9 /20/2023</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>		



**BASELINE METROPOLITAN DISTRICT NOS. 1 – 9  
2024 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION**

WHEREAS, the Boards of Directors (the “Boards”) for the Baseline Metropolitan District Nos. 1 - 9 (the “Districts”) are required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the Districts; and

WHEREAS, the Boards desire to set forth such obligations herein and to designate, where applicable, the appropriate person or person(s) to perform such obligations on behalf of the Districts; and

WHEREAS, the Boards further desire to acknowledge and ratify herein certain actions and outstanding obligations of the Districts.

NOW, THEREFORE, THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1 – 9 HEREBY RESOLVE AS FOLLOWS:

1. The Boards direct the District Manager to prepare and file either an accurate map, as specified by the Colorado Division of Local Government (the “Division”), or a notice that the District’s boundaries have not changed since the filing of the last District map, with the Division, the Broomfield County Clerk and Recorder and Broomfield County Assessor on or before January 1, 2024, as required by Section 32-1-306, C.R.S.

2. Pursuant to Section 24-32-116(3)(b), C.R.S, the Boards direct legal counsel to update the Division with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the Districts; (ii) the principal address and mailing address of the Districts; (iii) the name of the Districts’ agent; and (iv) the mailing address of the Districts’ agent.

3. The Boards direct legal counsel to prepare, no more than sixty (60) days prior to and not later than January 15, 2024 the Districts’ annual transparency notice containing the information set forth in Section 32-1-809(1), C.R.S., and to provide such notice to the eligible electors of the Districts in one of the manners set forth in Section 32-1-809(2), C.R.S. In addition, legal counsel is directed to file a copy of the notice with the Broomfield County Assessor, Broomfield County Treasurer, Broomfield County Clerk and Recorder, the City Council of the City and County of Broomfield, and the Division as set forth in Section 32-1-104(2), C.R.S. A copy of the notice shall be made available for public inspection at the principal business office of the Districts.

4. The Boards direct the Districts’ accountant to submit proposed 2025 budgets for the Districts to the Boards by October 15, 2024, to schedule public hearings on the proposed budgets, prepare final budgets, and budget resolutions, including certifications of mill levies and amendments to the budget if necessary; to certify the mill levies to City and County of Broomfield on or before December 15, 2024; and to file the approved budgets and amendments thereto with

the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

5. In the event additional real property is included into the boundaries of the Districts in the future, the Districts authorize legal counsel to record the special district public disclosure document and a map of the new boundaries of the Districts concurrently with the recording of the order for inclusion in the Broomfield County Clerk and Recorder's office, in accordance with Section 32-1-104.8(2), C.R.S.

6. The Boards direct legal counsel to notify the City Council of the City and County of Broomfield of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan attached to the Districts' Service Plan, as required by Section 32-1-202(2)(b), C.R.S.

7. For any nonrated public securities issued by the Districts, the Boards direct the District accountant to prepare and file with the Division on or before March 1, 2024, an annual information report with respect to any of the Districts' nonrated public securities which are outstanding as of the end of the Districts' fiscal year in accordance with Section 11-58-105, C.R.S.

8. The Boards hereby authorize the Districts' accountant to prepare and file an audit exemption and resolution for approval of audit exemption, as applicable for each District, with the Colorado State Auditor by March 31, 2024, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., the Boards authorize that an audit of the financial statements be prepared and submitted to the Boards for the applicable Districts before June 30, 2024, and filed with the State Auditor by July 31, 2024. In addition, if the Districts have authorized but unissued general obligation debt as of the end of the fiscal year, the Districts' accountant shall cause to be submitted to Broomfield City Council, the Districts' audit reports and/or copies of the applications for exemption from audit in accordance with Section 29-1-606(7), C.R.S.

9. If the Districts holds property presumed abandoned and subject to custody as unclaimed property pursuant to the Unclaimed Property Act (§§38-13-101 *et seq.*, C.R.S.), the Boards directs legal counsel to prepare an unclaimed property report that covers the twelve months preceding July 1, 2024 and submit the report to the Colorado State Treasurer by November 1, 2024, in accordance with Section 38-13-401 *et seq.*, C.R.S.

10. The Boards direct the District's manager and accountant to prepare and submit any continuing annual disclosure report and/or other financial reports and documents required to be filed pursuant to a continuing disclosure agreement and any authorizing resolution, indenture, pledge agreement, loan document, and/or any other document related to the issuance of any general or special obligation bonds, revenue bonds, loans from financial institutions or other multiple fiscal year obligations by the Districts and any refundings thereof, including, without limitation, any continuing disclosure and financial reporting requirements required as part of District No. 1's Special Revenue Bonds, Series 2018A-1, Special Revenue Bonds Series 2018A-2, Special Revenue Bonds, Series 2021A, and Subordinate Special Revenue Bonds, Series 2021B.

11. The Boards direct the Districts accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the Districts within sixty (60) days of the close of the fiscal year, as required by Sections 11-58-101 *et seq.*, C.R.S.

12. The Boards designate the Secretary of the Districts as the official custodian of “public records,” as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C. and Pinnacle Consulting Group, Inc.

13. The Boards direct legal counsel to advise it on the requirements of the Fair Campaign Practices Act, Section 1-45-101 *et seq.*, C.R.S., when applicable.

14. The Boards direct that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the Districts, or in the vicinity of the Districts if none is circulated within the Districts including, but not limited to, *The Broomfield Enterprise*.

15. The Board for District No. 1 hereby determines that each director shall receive compensation for the directors’ services in the amount of \$100 per meeting not to exceed a total of \$2,400 per annum in accordance with Section 32-1-902(3)(a)(II), C.R.S. The Board for District No. 2 hereby determines that each shall receive compensation for the directors’ services in the amount of \$100 per meeting not to exceed a total of \$2,400 per annum in accordance with Section 32-1-902(3)(a)(II), C.R.S. The Board of District No. 3 hereby determines that each director shall receive compensation for the directors’ services in the amount of \$100 per meeting not to exceed \$2,400 per annum in accordance with Section 32-1-902(3)(a)(II), C.R.S. so long as such director is not receiving compensation for his/her service on the Board of District No. 1 or District No. 2. The Boards of District No. 4, District No. 5, District No. 6, District No. 7, District No. 8 and District No. 9 hereby determine to waive compensation for its directors for said directors’ services. For purposes of this paragraph, directors serving on both boards of District No. 1 and District No. 2 shall each receive a total of \$200 per coordinated meeting of the Boards for District No. 1 and District No. 2.

16. The Boards hereby determine that each member of the Boards shall execute an Affidavit of Qualification of Director at such time the member is either elected or appointed to the Boards. Such forms shall be retained in the Districts’ files. Section 32-1-103(5), C.R.S. sets forth the qualifications required. Pursuant to Section 32-1-901 and Section 24-12-101, C.R.S., the Board directs legal counsel to prepare, administer and file an oath of office and a certificate of appointment, if applicable, and procure a surety bond for each Director, and to file copies of each with the Broomfield County Clerk and Recorder, Clerk of the Court, and with the Division.

17. The Boards extend the current indemnification resolutions, adopted via resolution by the Board for District No. 1 on December 8, 2011, by the Boards of Districts Nos. 2 and 3 on December 3, 2009, by the Boards of District No. 4 on July 12, 2018, and by the Boards of District Nos. 5-9 on January 7, 2021 to allow the resolutions to continue in effect as written.

18. Pursuant to Section 32-1-1101.5, C.R.S., the Boards direct legal counsel to certify the results of special district ballot issue elections to incur general obligation indebtedness by certified mail to the City Council of the City and County of Broomfield and to file a copy of the certification with the Colorado Division of Securities within forty-five (45) days after the election. Furthermore, whenever the Districts authorize or incur a general obligation debt, the Boards authorize legal counsel to record notice of such action and a description of such debt, in a form prescribed by the Division, in the Broomfield County Clerk and Recorder's office within thirty (30) days after authorizing or incurring the debt in accordance with Section 32-1-1604, C.R.S. Furthermore, whenever the Districts incur general obligation debt, the Boards direct legal counsel to submit a copy of the recorded notice to the City Council of the City and County of Broomfield within thirty (30) days after incurring the debt in accordance with Section 32-1-1101.5(1), C.R.S.

19. The Boards direct legal counsel to prepare and file an application for a quinquennial finding of reasonable diligence with the City Council of the City and County of Broomfield, if requested, in accordance with Section 32-1-1101.5(1.5) and (2), C.R.S.

20. The Boards direct legal counsel to prepare and file the special district annual report in accordance with the Districts' Service Plan and Section 32-1-207(3)(c), C.R.S.

21. The Boards have determined that legal counsel will file conflicts of interest disclosures provided by board members with the Secretary of State seventy-two (72) hours prior to each meeting of the Boards, in accordance with Sections 32-1-902(3)(b) and 18-8-308, C.R.S. Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

22. The Districts are currently a member of the Special District Association ("SDA") and are insured through the Colorado Special Districts Property and Liability Pool. The Boards direct the District Manager to pay the annual SDA membership dues and insurance premiums in a timely manner. The Boards and District staff will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

23. The Boards have reviewed the minutes from meetings of the Boards held from through October 5, 2023 attached hereto as **Exhibit A**. The Boards, being fully advised of the premises, hereby ratify and affirm each and every action of the Boards taken at said meetings. Furthermore, the Boards designate the Districts' Manager or his/her designee as the recording Secretary of the Boards' meetings.

24. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., the Boards hereby declare that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Boards further direct the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90<sup>th</sup>) day after the date of the executive session.

25. Pursuant to Section 32-1-104.5(3)(a), C.R.S., the Boards hereby designate the Districts official website as <https://www.baselinemetrodistricts.live/>. The Board directs District management to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S.

26. The Districts hereby acknowledge, agree and declare that the Districts' policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act (Section 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the Districts' official custodian may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, "official custodian" means a designee with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. The Districts hereby designate the Districts' accountant as its official custodian over public deposits.

27. The Boards hereby authorize the Districts' Manager to execute, on behalf of the Districts, any and all easement agreements pursuant to which the Districts are accepting or acquiring easements in favor of the Districts.

28. Unless otherwise authorized by the Boards at a duly held meeting, the Boards hereby authorize the Board President of each District or the Districts' General Manager to approve any Task Orders, Work Orders, and Change Orders (individually, the "Order", collectively, the "Orders") for any District construction contract and service agreement (the "Contract"), provided, that any Order resulting in an increase in the Contract price to be paid by the District(s) is within the District(s) approved budget. Any Orders approved by the Board President or District Manager will be ratified by the applicable District's Board at a subsequent meeting of the Board.

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 2ND DAY OF NOVEMBER, 2023.

BASELINE METROPOLITAN DISTRICT NOS. 1 – 9

By: \_\_\_\_\_  
Kim L. Perry, President

*Signature Page to 2024 Annual Administrative Matters Resolution*

**EXHIBIT A**

**Minutes from the  
November 3, 2022 through October 5, 2023  
Meetings of the Boards**

## 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  
November 3, 2022

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, November 3, 2022.

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

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

Also, in Attendance Were:  
Alan Pogue and Deborah Early; Icenogle Seaver Pogue, P.C.  
Griffin Barlow, Jim Niemczyk, Christina Rotella, Mike McBride,  
Samantha Romero, and Amanda Dwight; McWhinney  
Andrew Kunkel, Shannon Randazzo, Jordan Wood, Randall Provencio,  
Doug Campbell, Brendan Campbell, Kirsten Starman, Adam Brix, Nic  
Ortiz, and Jason Woolard; Pinnacle Consulting Group, Inc.

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CALL TO ORDER        The meeting was called to order at 1:04 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

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## RECORD OF PROCEEDINGS

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COMBINED  
MEETING

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

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CONFLICT OF  
INTEREST  
DISCLOSURE

Mr. Pogue noted that notices of potential conflicts of interest for all Board Members 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 all 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.

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APPROVAL OF  
AGENDA

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

**RESOLVED** to approve the agenda, as amended to remove item III D 1.

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PUBLIC COMMENT

There were no members of the public present.

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CONSENT  
AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – October 6, 2022, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.
- D. Approval of June 30, 2022, Financial Statements.

## RECORD OF PROCEEDINGS

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- E. Approval of 2023 Annual Administrative Matters Resolutions.
- F. Approval of 2023 Meeting Resolution.
- G. Approval of 2023 Election Resolution.

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

**RESOLVED** to approve the consent agenda, as presented.

CAPITAL  
INFRASTRUCTURE  
ITEMS

Capital Infrastructure Report: Mr. Provencio reviewed the District Capital Infrastructure Report with the Boards and answered questions.

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

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

MRES Project Management Fee for Parkside West Phase 2 (CFS#23): This item was tabled.

2022 AMENDED  
BUDGET HEARING

Director Perry opened the 2022 Amended Budget Hearing for Baseline Metropolitan Districts Nos. 1- 9. The Board discussed amending the 2022 budget for District No. 2 & 3. The amended budgets are as follows:

District No. 2  
General Fund Expenditures: \$206,830

District No. 3  
General Fund Expenditures: \$31,434

There being no public input, the public hearing portion of the budget was closed. Upon motion duly made by Director Harris, seconded by Director Kane and, upon vote, it was unanimously

**RESOLVED** to approve the Resolution to Adopt the Amended 2022 Budgets for Baseline Metropolitan District Nos. 2 and 3.

## RECORD OF PROCEEDINGS

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2023 PROPOSED  
BUDGET HEARING

Director Perry opened the 2023 Budget Hearing for Baseline Metropolitan Districts Nos. 1-9. Mr. Brendan Campbell reviewed the budgets in detail and answered questions pertaining to the mill levy and estimated revenues and expenditures. The budgets by District and fund are as follows:

District No. 1:  
General Fund: \$833,829.00  
Debt Service Fund: \$5,919,749.00  
Capital Fund Expenditures: \$57,959,674.00

District No. 2:  
Mill levy is 45 mills  
General Fund: \$51,201.00

District No. 3:  
Mill levy is 50.219 mills.  
General Fund: \$18,195.00

District No. 4:  
Mill levy is 15 mills.  
General Fund: \$63,170.00

District No. 5:  
Mill levy is 15 mills  
General Fund: \$1.00

District No. 6:  
Mill levy is 45 mills.  
General Fund: \$2.00

District No. 7:  
Mill levy is 50 mills.  
General Fund: \$2.00

District No. 8:  
Mill levy is 15 mills.  
General Fund: \$1.00

District No. 9:  
Mill levy is 42 mills.  
General Fund: \$2.00

## RECORD OF PROCEEDINGS

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FINANCIAL ITEMS. 2022 Auditor: The Boards reviewed the 2022 Audit Proposal Summary. After further review and discussion, and upon motion duly made by Director Kane, seconded by Director Harris and, upon vote, it was unanimously

**RESOLVED** to engage John Cutler for the 2022 audit.

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LEGAL ITEMS Second Amendment to Public Improvement Advance and Reimbursement Agreement with NP Distribution, Inc., and in connection therewith, the Refunding of Subordinate Note and Issuance of new Subordinate Promissory Note to NPD for capital advances: Mr. Pogue reviewed with the Board the Second Amendment to Public Improvement Advance and Reimbursement Agreement with NP Development, Inc., and in connection therewith, Refunding of Subordinate Note and Issuance of new Subordinate Promissory Note to NPD for capital advances to secure the District's repayment of capital advances. Upon motion duly made by Director Kane, seconded by Director Harris and, upon vote, it was unanimously

**RESOLVED** to approve the Second Amendment to Public Improvement Advance and Reimbursement Agreement with NP Development, Inc., and in connection therewith, Refunding of Subordinate Note and Issuance of new Subordinate Promissory Note to NPD for capital advances to secure the District's repayment of capital advances.

Consideration and Approval of Maintenance Cost Sharing Agreement with Baseline Community Association: Mr. Pogue discussed the Cost Sharing Agreement with Baseline Community Association and answered questions. Following review and discussion, and upon motion duly made by Director DePeder, seconded by Director Harris, it was unanimously

**RESOLVED** to approve the Cost Sharing Agreement with Baseline Community Association.

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DISTRICT  
MANAGER ITEMS Consideration and Approval of 2023 Master Service Agreements with Operations and Maintenance Service Contractors: Mr. Woolard presented the Operations and Maintenance Service Contractors:

- i. Environmental Designs, Inc. (EDI)
- ii. High Plains Environmental Center (HPEC)

## RECORD OF PROCEEDINGS

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- iii. OLM
- iv. Frontier Environmental
- v. Affordable Pest Control (APC)
- vi. Fiske Electric
- vii. Star Playgrounds

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

**RESOLVED** to approve the 2023 Master Service Agreements with Operations and Maintenance Service Contractors.

Consider Authorization to Execute 2023 Work Orders with Approved Operations and Maintenance Service Contractors within the Approved 2023 Budget: Mr. Woolard discussed with the Board to allow the District Manager approve work orders within the 2023 Approved Budget. Following discussion and a motion duly made by Director Harris, seconded by Director Perry and, upon vote, unanimously carried, it was

**RESOLVED** to approve the authorization to execute 2023 Work Orders with Approved Operations and Maintenance Service Contractors within the Approved 2023 Budget.

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ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 2:35 p.m.

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Respectfully submitted,



Jordan Wood

Recording Secretary for the Meeting

## 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  
December 1, 2022

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, December 1, 2022.

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

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

Directors Absent, but Excused:  
Tim DePeder, Assistant Secretary

Also, in Attendance Were:  
Alan Pogue; Icenogle Seaver Pogue, P.C.  
Griffin Barlow, Jim Niemczyk, Christina Rotella, Mike McBride,  
Samantha Romero, and Amanda Dwight; McWhinney  
Andrew Kunkel, Shannon Randazzo, Jordan Wood, Kirsten Starman, Irene Buenavista, Brendan Campbell, Nic Ortiz, and Shannon McEvoy; Pinnacle Consulting Group, Inc.

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CALL TO ORDER        The meeting was called to order at 1:04 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

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## RECORD OF PROCEEDINGS

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COMBINED  
MEETING

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

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CONFLICT OF  
INTEREST  
DISCLOSURE

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

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APPROVAL OF  
AGENDA

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

**RESOLVED** to approve the agenda as presented.

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PUBLIC COMMENT

There were no members of the public present.

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CONSENT  
AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – November 3, 2022, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.

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

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the consent agenda, as presented.

CAPITAL  
INFRASTRUCTURE  
ITEMS

Capital Infrastructure Report: Ms. Starman reviewed the District Capital Infrastructure Report with the Boards. She reported the public utilities scope associated with 160<sup>th</sup> Avenue and Sheridan Parkway Phase 2 were currently being publicly bid with a bid opening scheduled for December 14, 2022. A bid result summary and recommendation will be presented to the Board at the March 2, 2023 board meeting.

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

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

Parkside West Phase 3 (CFS #18): Mr. Niemczyk and Mr. McBride reviewed with the Board the Parkside West Phase 3 project budget and MRES Project Management Fee memo. Mr. Niemczyk requested the Board approve a project budget in the amount of \$950,000. Additionally, Mr. McBride requested approval of MRES Project Management services for a not to exceed amount of \$342,691. Following review and discussion, and upon a motion duly made by Director Harris, seconded by Director McShea and upon vote, unanimously carried it was

**RESOLVED** to approve a project budget for Parkside West Phase 3 in the amount of \$950,000 and the MRES Project Management Fee not to exceed the amount of \$342,691.

Parkside West Phase 2 (CFS #21): Mr. Niemczyk reviewed with the Board a Master Services Agreement and Work Order 2022-01 with ECI Site Construction Management for pre-construction and project budgeting services in the amount of \$14,160.00 and answered questions. Following review and discussion, and upon a motion duly made by Director Kane, seconded by Director Harris and upon vote, unanimously carried it was

**RESOLVED** to approve a Master Services Agreement and Work Order 2022-01 with ECI Site Construction Management for pre-construction and project budgeting services in the amount of \$14,160.00.



## RECORD OF PROCEEDINGS

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Ms. Dwight reviewed with the Board the MRES Project Management Fee memo in the not to exceed amount of \$375,460.26 and answered questions. Following review and discussion, and upon a motion duly made by Director McShea, seconded by Director Harris, and upon vote unanimously carried it was

**RESOLVED** to approve the MRES Project Management Fee in the not to exceed amount of \$375,460.26.

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FINANCIAL ITEMS. Finance Manager's Report: Ms. Buenavista presented the Financial Report and discussed with the Board and answered questions.

Bond Update: Ms. Buenavista reported there was no Bond Update to report.

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LEGAL ITEMS There were no legal items discussed during the meeting.

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DISTRICT  
MANAGER ITEMS There were no District Manager Items discussed during the meeting.

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OTHER MATTERS There were no Other Matters brought before the Board.

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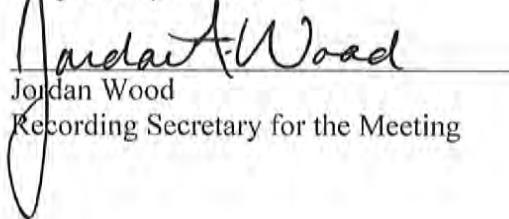
EXECUTIVE  
SESSION There was no need for an Executive Session at the meeting.

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ADJOURNMENT There being no further business to come before the Boards, the meeting was adjourned at 1:42 p.m.

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Respectfully submitted,

  
 \_\_\_\_\_  
 Jordan Wood  
 Recording Secretary for the Meeting

## 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  
January 5, 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, January 5, 2022.

ATTENDANCE

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

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

Directors Absent, but Excused:  
Tim DePeder, Assistant Secretary  
Josh Kane, Secretary

Also in Attendance Were:  
Alan Pogue; Icenogle Seaver Pogue, P.C.  
Griffin Barlow, Jim Niemczyk, Christina Rotella, Mike McBride,  
Samantha Romero, and Amanda Dwight; McWhinney  
Sarah Bromley, Bryan Newby, Kirsten Starman, Irene Buenavista,  
Brendan Campbell, Nic Ortiz, Adam Brix, and Shannon McEvoy; Pinnacle  
Consulting Group, Inc.

CALL TO ORDER

The meeting was called to order at 1:03 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

## RECORD OF PROCEEDINGS

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COMBINED  
MEETING

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

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CONFLICT OF  
INTEREST  
DISCLOSURE

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

---

APPROVAL OF  
AGENDA

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

**RESOLVED** to approve the agenda as presented.

---

PUBLIC COMMENT

There were no members of the public present.

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CONSENT  
AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – December 1, 2022, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.

Upon review, Director Harris requested a verbiage revision in the December 1, 2022 meeting minutes under agenda topic “Capital Infrastructure items,”

## RECORD OF PROCEEDINGS

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subtopic “Parkside West Phase 3,” regarding the identification of funds in the amount of \$342,961.00. The Boards agreed that the revision should indicate that the amount discussed is a percentage of a larger budget. Following review and discussion, and upon motion duly made by Director Harris, seconded by Director McShea and, upon vote, it was unanimously

**RESOLVED** to approve the consent agenda, as amended to include revisions to the December 1, 2022 regular meeting minutes.

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CAPITAL  
INFRASTRUCTURE  
ITEMS

Capital Infrastructure Report: Ms. Starman reviewed the District Capital Infrastructure Report with the Boards. She reported that Pinnacle Consulting Group, Inc. is currently in the process of project management personnel transitions. She reminded the Boards that project management services are to be publicly bid every 3 years, and 2023 is a bid year. The current bid schedule indicates a project management bid analysis and recommendation will be presented during the April meeting.

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

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

Flex Phase 3 Offsites Amended Project Budget: Ms. Dwight presented a Request for Budget Increase for the Flex Industrial Phase 3 Offsites project with the Boards and answered questions. The additional funds requested, \$700,023.42, when added to the original project budget of \$650,576 results in an amended project budget of \$1,350,599.42. Following review and discussion, and upon motion duly made by Director Harris, seconded by Director McShea and, upon vote, it was unanimously

**RESOLVED** to approve the Flex Industrial Phase 3 Offsites Amended Project Budget in the amount of \$1,350,599.42.

Work Orders and Change Orders with MRES for District Project Management Services: Mr. Niemczyk reported to the Boards that there are currently no further amendments requested.

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## RECORD OF PROCEEDINGS

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

MRES for Financial Services Related to Bond Issuances: Ms. Bromley reported to the Boards that this agenda item does not require discussion as it was previously discussed during the November Board meeting.

Bond Update: Ms. Buenavista discussed Bond Updates with the Boards and answered questions.

---

LEGAL ITEMS     Quit Claim Deed with NP Development, Inc.: Mr. Pogue discussed with the Boards the Quit Claim Deed with NP Development, Inc. for various tracts in Parkside West. Following review and discussion, and upon motion duly made by Director Harris, seconded by Director McShea and, upon vote, it was unanimously

**RESOLVED** to accept the Quit Claim Deed with NP Development, Inc. for various tracts in Parkside West.

---

DISTRICT  
MANAGER ITEMS     Manager's Report: Ms. Bromley discussed the Manager's report with the Boards and answered questions. Following, Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

---

OTHER MATTERS     There were no Other Matters brought before the Board.

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EXECUTIVE  
SESSION     Executive session, pursuant to § 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice from general counsel related to specific legal questions.

Mr. Pogue advised the Boards that it was permitted, upon compliance with requisite statutory procedures under the Colorado Open Meetings Law, for the Boards to convene an executive session, pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the purpose of receiving legal advice from general counsel related to specific legal questions.

It is the 5th day of January 2023 and the time is 1:35 p.m. For the record, I, Kim Perry, am the presiding officer. This session is subject to the attorney-client privilege and therefore, pursuant to the Open Meetings Law,

## RECORD OF PROCEEDINGS

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is not being recorded. Also present at this Executive Session are: Directors Kyle Harris, Karen McShea, and Susan Brunkhardt; Legal Counsel, Alan Pogue; District Manager, Sarah Bromley; Shannon, McEvoy; Pinnacle Consulting Group, Inc.

This is an Executive Session for the following purpose: receiving legal advice from general counsel related to specific legal questions.

The Executive Session was adjourned at 1:52 p.m. All participants were in the Executive Session at adjournment.

No decisions or actions were taken in the Executive Session.

For the record, if any person participating in the Executive Session believes any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session, or any improper action occurred during the Executive Session in violation of the Colorado Open Meetings Law, I ask you state your concerns for the record.

No objections were stated.

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ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 1:52 p.m.

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Respectfully submitted,

*Bryan Newby*

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Bryan Newby

Recording Secretary for the Meeting

## 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  
February 2, 2023

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

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Josh Kane, Secretary  
Tim DePeder, Assistant Secretary  
Karen McShea, Treasurer

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Josh Kane, Secretary  
Tim DePeder, Assistant Secretary  
Susan Brunkhardt, Secretary/Treasurer

Also in Attendance Were:

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

CALL TO ORDER

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

## RECORD OF PROCEEDINGS

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COMBINED  
MEETING

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

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CONFLICT OF  
INTEREST  
DISCLOSURE

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

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APPROVAL OF  
AGENDA

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

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

---

PUBLIC COMMENT

There were no members of the public present.

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CONSENT  
AGENDA

The Boards considered the following items on the consent agenda:

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



## RECORD OF PROCEEDINGS

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

**RESOLVED** to approve the consent agenda as presented.

CAPITAL  
INFRASTRUCTURE  
ITEMS

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

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

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

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

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

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

**RESOLVED** to approve the amended project budget in the amount of \$545,753,43.

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

## RECORD OF PROCEEDINGS

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

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

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

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

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

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

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FINANCIAL ITEMS

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

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LEGAL ITEMS

There were no legal items presented at the meeting.

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## RECORD OF PROCEEDINGS

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DISTRICT  
MANAGER ITEMS

Manager's Report: Ms. Bromley discussed the Manager's report with the Boards and answered questions. Ms. Bromley discussed the need to extend the March meeting by 30 minutes due to several capital items being presented. The Boards agreed and an additional half hour will be added to the March Board Meeting. Following, Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

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OTHER MATTERS

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

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EXECUTIVE  
SESSION

There was no Executive Session necessary in the meeting.

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ADJOURNMENT

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

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Respectfully submitted,

DocuSigned by:

*Jordan Wood*

\_\_\_\_\_  
Jordan Wood 40F1D2E4A406471...

Recording Secretary for the Meeting

## 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  
March 2, 2023

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

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Josh Kane, Secretary  
Tim DePeder, Assistant Secretary  
Karen McShea, Treasurer

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Josh Kane, Secretary  
Tim DePeder, Assistant Secretary

Directors Absent, but Excused:

Susan Brunkhardt, Secretary/Treasurer

Also in Attendance Were:

Alan Pogue; Icenogle Seaver Pogue, P.C.  
Amanda Dwight, Christina Rotella, Jim Niemczyk, Mike McBride, Jeremy Baldyga, and Samantha Romero; McWhinney.  
Amanda Dawley; Contour Services.  
Christina Jakupovic; Cohere.  
Sarah Bromley, Bryan Newby, Shannon McEvoy, Irene Buenavista, Brendan Campbell, Nic Ortiz, Stanley Holder, Adam Brix, and Jordan Wood; Pinnacle Consulting Group, Inc.

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## RECORD OF PROCEEDINGS

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CALL TO ORDER                    The meeting was called to order at 1:03 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

APPROVAL OF AGENDA                    The Boards considered the agenda. Following review and discussion, upon motion duly made by Director Kane, seconded by Director McShea and, upon vote, unanimously carried it was

**RESOLVED** to approve the agenda as amended removing item II. D. Review and Consider Unaudited Financial Statements for the period ending December 31, 2022.

\_\_\_\_\_

PUBLIC COMMENT                    There were no members of the public present.

\_\_\_\_\_

CONSENT AGENDA                    The Boards considered the following items on the consent agenda:

## RECORD OF PROCEEDINGS

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- A. Approval of Minutes – February 2, 2023, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.

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

**RESOLVED** to approve the consent agenda as presented.

CAPITAL  
INFRASTRUCTURE  
ITEMS

Capital Infrastructure Report: Mr. Holder reviewed the District Capital Infrastructure Report with the Boards and reviewed the bidding results from the pre-bid process that occurred on February 6, 2023. Mr. Holder then answered questions regarding the capital infrastructure report.

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

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

Parkside West Phase 1 (CFS #3): Mr. Niemczyk and Mr. Holder presented the Bid Analysis Summary Memorandum for the Public Landscaping Project and answered questions.

Consider Approval of Construction Contract for Public Landscaping Project: Mr. Holder provided recommendations regarding the bids received to the Boards and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director Kane, and, upon vote, unanimously carried it was

**RESOLVED** to reject the current bids presented and begin a negotiation process.

160<sup>th</sup> Avenue (CFS #14) and Sheridan Parkway Phase 2 (CFS #15): Mr. Niemczyk and Mr. Holder presented the Bid Analysis Summary Memorandum for Public Infrastructure Roadways to the Boards and answered questions.

## RECORD OF PROCEEDINGS

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Consider Approval of Construction Contract for Public Infrastructure Roadways: Mr. Holder presented the received bids for the Public Infrastructure Roadways for 160<sup>th</sup> (CFS #14) and Sheridan Parkway (CFS #15). Mr. Niemczyk presented Asphalt Specialties bid and answered questions from the Boards. 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 bid from Asphalt Specialties in the amount of \$2,082,004.70 for the Public Infrastructure and Roadways for 160<sup>th</sup> and Sheridan Parkway Phase 2.

Flex Phase 3 Offsite (CFS #17): Ms. Dwight presented the MRES Project Management Fee in the amount of \$59,305.72 and answered questions from the Boards. 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 MRES Project Management Fee in the amount of \$59,305.72.

Parkside West Phase 2 (CFS #21): Ms. Dwight presented the Master Service Agreement and Work Order 2023-01 with Lat40, Inc. in the amount of \$7,825.00 and answered questions from the Boards. 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 Lat40, Inc. in the amount of \$7,825.00 with an amendment to remove “North Park” verbiage from the Master Service Agreement.

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FINANCIAL ITEMS

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

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LEGAL ITEMS

There were no legal items presented at the meeting.

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## RECORD OF PROCEEDINGS

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DISTRICT MANAGER  
ITEMS

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

Consider Approval of Granting Permission to Baseline Enrichment and Community Collaboration Assembly: Ms. Bromley presented to the Board a request to permit the Baseline Enrichment and Community Collaboration Assembly to utilize Checker Square on Friday, June 9, 2023, which included a permit for alcohol consumption at the Take 2 The Trails Event. 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 and grant permission to the Baseline Enrichment and Community Collaboration Assembly to utilize Checker Square on Friday, June 9, 2023 and to serve alcohol at the Take 2 The Trails Event subject to legal counsel providing a license agreement to include appropriate indemnification language to protect the district in the event of any injuries to person or damage to property resulting from the event.

\_\_\_\_\_

OTHER MATTERS

There were no other matters brought before the Boards.

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EXECUTIVE SESSION

There was no Executive Session necessary in the meeting.

\_\_\_\_\_

ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 1:42 p.m.

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Respectfully submitted,

DocuSigned by:  
*Jordan Wood*  
\_\_\_\_\_  
Jordan Wood 40F1D2E4A406471...  
Recording Secretary for the Meeting



## 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  
April 6, 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, April 6, 2023.

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Josh Kane, Secretary  
Karen McShea, Treasurer

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Josh Kane, Secretary

Directors Absent, but Excused:

Susan Brunkhardt, Secretary/Treasurer  
Tim DePeder, Assistant Secretary

Also in Attendance Were:

Alan Pogue and Deborah Early; Icenogle Seaver Pogue, P.C.  
Amanda Dwight, Jim Niemczyk, Mike McBride, and Griffin Barlow;  
McWhinney.  
Amanda Dawley; Contour Services.  
Sarah Bromley, Bryan Newby, Jordan Wood, Kenny Parish, Irene Buenavista, and Stanley Holder; Pinnacle Consulting Group, Inc.

CALL TO ORDER

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

## RECORD OF PROCEEDINGS

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

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

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APPROVAL OF AGENDA The Boards considered the agenda. Following review and discussion, upon motion duly made by Director Harris, seconded by Director Kane and, upon vote, unanimously carried it was

**RESOLVED** to approve the agenda as amended to reflect the following changes to Capital Item C:

- C. Budget Approval and Contracting.
  - i. Parkside West Phase 1 (CFS #3).
    - 1. Consider Approval of Amended Project Budget - \$19,348,670.00.
    - 2. Present Bid Analysis Summary Memorandum – Public Landscaping Project.
    - 3. Consider Approval of Construction Contract with Rocky Mountain Custom Landscapes for Public Landscaping Project - \$2,434,105.07.
  - ii. Southeast Industrial (CFS #10).
    - 1. Consider Approval of Amended Project Budget - \$3,979,748.00.

## RECORD OF PROCEEDINGS

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- iii. Linear Park Phase 1 (CFS #6).
  - 1. Consider Approval of Amended Project Budget - \$3,300,000.00.
  - 2. Consider Approval of MRES Project Management Fee - \$139,781.00.

PUBLIC COMMENT

There were no members of the public present.

CONSENT AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – March 2 2023, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.
- D. Approval of December 31, 2022 Financial Statements.

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

**RESOLVED** to approve the consent agenda as presented.

CAPITAL  
INFRASTRUCTURE  
ITEMS

Capital Infrastructure Report: Mr. Holder reviewed the District Capital Infrastructure Report with the Boards and answered questions. Mr. Holder reported that the Southlands Public Infrastructure was on hold and stated recommendations will be presented at a later board meeting.

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

Parkside West Phase 1 (CFS #3): Ms. Dwight requested of the Boards an increase to the budget pertaining to Parkside West Phase 1 (CFS#3) in the amount of \$1,134,840.12, bringing the total budget for this project to \$19,348,670.00. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried it was

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the amended project budget for Parkside West Phase 1 (CFS #3) in an amount of \$19,348,670.00.

Parkside West Phase 1 (CFS #3) Public Landscaping Project Bid Analysis: Mr. Holder presented to the Boards the Bid Analysis Summary Memorandum for the Public Landscaping Project and answered questions.

Construction Contract with Rocky Mountain Custom Landscapes for Public Landscaping Project: Mr. Holder reported to the Boards that after negotiations of bids following the March meeting, Rocky Mountain Custom Landscape reduced their costs by \$475,651.65 resulting in the Landscape Project totaling \$2,434,105.07. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, unanimously carried it was

**RESOLVED** to approve a construction contract with Rocky Mountain Custom Landscapes for the Parkside West Phase 1 Public Landscaping Project (CFS #3) in the amount of \$2,434,105.07.

Southeast Industrial (CFS #10): Mr. Niemczyk presented to the Boards a recommended decrease to the Southeast Industrial Project (CFS#10). The recommended decrease presented summed \$350,845.00 with the project totaling \$3,979,748.00. Following review and discussion, upon motion duly made by Director Harris, seconded by Director Kane and, upon vote, unanimously carried it was

**RESOLVED** to approve the amended project budget for Southeast Industrial (CFS#10) in the amount of \$3,979,748.00.

Linear Park Phase 1 (CFS #6): Mr. McBride presented to the Boards an Amended Project Budget for Linear Park Phase 1 (CFS #6) and answered questions. Mr. McBride reported the overall budget of the project would remain the same, totaling \$3,300,000.00. Following review and discussion, upon motion duly made by Director Kane, seconded by Director McShea and, upon vote, unanimously carried it was

**RESOLVED** to approve the amended project budget for Linear Park Phase 1 (CFS #6) in an amount of \$3,300,000.00.

MRES Project Management Fee: Mr. McBride presented the Project Management Master Service Agreement for Linear Park Phase 1 (CFS #6) in the amount of \$139,781.00. Mr. McBride answered questions. Following

## RECORD OF PROCEEDINGS

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

**RESOLVED** to approve the MRES Project Management Fee in the amount of \$139,781.00.

### FINANCIAL ITEMS

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

Ratification of 2022 Audit Exemptions for District Nos. 2-9: Ms. Buenavista reported the audit exemptions for District Nos. 2-9 were filed with the state. Ms. Buenavista reported the Audit for District No. 1 is scheduled for April 17, 2023. Ms. Buenavista answered questions. Following review and discussion, upon motion duly made by Director McShea, seconded by Director Harris, and, upon vote, unanimously carried it was

**RESOLVED** to ratify the audit exemptions for District Nos. 2-9, as presented.

### LEGAL ITEMS

Amended and Restated Declaration of Covenants Related to Payments in Lieu of Taxes and Assessments (Davis): Mr. Pogue presented to the Boards the Amended and Restated Declaration of Covenants Related to Payments in Lieu of Taxes and Assessments 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 ratify the Amended and Restated Declaration of Covenants Related to Payments in Lieu of Taxes and Assessments, as presented.

First Amendment to Cost Sharing Agreement for Sanitary Sewer Line Extension with North Metro Fire District: Ms. Early presented to the Boards the First Amendment to Cost Sharing Agreement for Sanitary Sewer Line Extension with North Metro Fire District and answered questions. Following review and discussion, upon motion duly made by Director McShea, seconded by Director Harris, and, upon vote, unanimously carried it was

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the First Amendment to Cost Sharing Agreement for Sanitary Sewer Line Extension with North Metro Fire District, as presented.

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DISTRICT MANAGER  
ITEMS

Manager's Report: Mr. Newby presented the Manager's report to the Boards and answered questions. Ms. Bromley discussed Operations and Maintenance updates with the Boards and provided an update from the combined McWhinney Districts coordination meeting and answered questions.

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ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 1:53 p.m.

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Respectfully submitted,

DocuSigned by:  
*Jordan Wood*

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Jordan Wood  
Recording Secretary for the Meeting

## 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  
June 1, 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, June 1, 2023.

#### ATTENDANCE

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

Directors Absent, but Excused:  
Kyle Harris, Vice President

Directors in Attendance: (District No. 3)  
Kim Perry, President & Chairperson  
Josh Kane, Secretary  
Susan Brunkhardt, Secretary/Treasurer  
Judith Sarro, Director

Directors Absent, but Excused:  
Kyle Harris, Vice President

Also in Attendance Were:  
Alan Pogue; Icenogle Seaver Pogue, P.C.  
Karen McShea, Jim Niemczyk, Mike McBride, and Griffin Barlow;  
McWhinney.  
Shannon McEvoy, Sarah Bromley, Bryan Newby, Jordan Wood, Brendan Campbell, Irene Buenavista, Casey Milligan, Stanley Holder, and Adam Brix; Pinnacle Consulting Group, Inc.

#### CALL TO ORDER

The meeting was called to order at 1:03 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

## RECORD OF PROCEEDINGS

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### COMBINED MEETING

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

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### CONFLICT OF INTEREST DISCLOSURE

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

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### APPOINTMENT OF DIRECTORS

The Boards addressed there is one interested candidate to fill one vacancy on the Board of Directors. Upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, it was unanimously

**RESOLVED** to appoint Karen McShea to the Board of Directors for District Nos. 1, 2, 4-9 to fill the term expiring in 2025, and to serve in the position of Treasurer.

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### APPROVAL OF AGENDA

The Boards considered the agenda. 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 agenda, as amended, to reflect the following changes to Capital Item IV.:

- C. Budget Approval and Contracting.
  - 2. West Sheridan Residential Phase 2. (CFS #11)



## RECORD OF PROCEEDINGS

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- a. Consider Ratification of Master Services Agreement and Work Order 2023-01 with Precision Pavement Marking Company - \$990.00.
- 3. Parkside West Phase 3. (CFS #18)
  - a. Consider Approval of Amended Project Budget - \$TBD.
- D. Consider Approval of Erosion Control Project Budget - \$210,000.00.

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PUBLIC COMMENT      There were no members of the public present.

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CONSENT AGENDA      The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – April 6, 2023, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.

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 consent agenda as presented.

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DISTRICT MANAGER ITEMS      Manager's Report: Mrs. Bromley presented the Manager's report to the Boards and answered questions. Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

First Amendment to 2023 Annual Administrative Matters Resolution: Ms. Bromley presented to the Board the First Amendment to the 2023 Annual Administrative Matters Resolution to include the new website link <https://baselinemetrodistricts.live> and answered questions. 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 First Amendment to the 2023 Annual Administrative Matters Resolution.

First Amendment to 2023 Annual Meeting Resolution: Ms. Bromley presented to the Board the First Amendment to the 2023 Annual Meeting

## RECORD OF PROCEEDINGS

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Resolution to include the new website link <https://baselinemetrodistricts.live> and answered questions. 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 First Amendment to the 2023 Annual Meeting Resolution.

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CAPITAL  
INFRASTRUCTURE  
ITEMS

Capital Infrastructure Report: Mr. Holder reviewed the District Capital Infrastructure Report with the Boards and answered questions.

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

General Capital (CFS #1): Mr. Niemczyk presented to the Boards the Master Service Agreement and Work Order 2023-01 with Birch Ecology in the amount of \$55,400.00 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 Master Service Agreement and Work Order 2023-01 with Birch Ecology in the amount of \$55,400.00.

West Sheridan Residential Phase 2 (CFS #11): Mr. Holder presented to the Boards the Master Services Agreement and Work Order 2023-01 with Precision Pavement Marking Company in the amount of \$990.00 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 Master Service Agreement and Work Order 2023-01 with Precision Pavement Marking Company in the amount of \$990.00.

Parkside West Phase 3 (CFS #18): Mr. McBride discussed with the Boards the amended project budget for Parkside West Phase 3 (CFS #18) and answered questions. Following review and discussion, upon motion duly made by Director DePeder, seconded by Director Kane, and, upon vote, unanimously carried, it was

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the amended project budget for Parkside West Phase 3 (CFS #18).

Erosion Control Project Budget: Mr. Niemczyk presented to the Boards a recommendation to create a new budget within the 2023 calendar year for the general purpose of soil management and weed mitigation/erosion control measures in the amount of \$210,000.00 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 Erosion Control Project Budget in the amount of \$210,000.00.

### FINANCIAL ITEMS

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

### LEGAL ITEMS

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

First Amendment to Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC: Mr. Pogue presented to the Boards the First Amendment to Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC 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

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the First Amendment to Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC.

Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC: Mr. Pogue presented to the Boards the Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC 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 Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC.

Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Four, LLC: Mr. Pogue presented to the Boards the Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Four, LLC 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 Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Four, LLC.

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OTHER MATTERS

There were no other matters brought before the Boards.

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EXECUTIVE SESSION

There was no need for an Executive Session.

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## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 2:11 p.m.

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Respectfully submitted,

*Bryan Newby* For

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Jordan Wood

Recording Secretary for the Meeting

## 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  
July 6, 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, July 6, 2023.

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Tim DePeder, Assistant Secretary  
Karen McShea, Treasurer

Directors Absent, but Excused:

Josh Kane, Secretary

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson  
Kyle Harris, Vice President  
Susan Brunkhardt, Treasurer  
Judith Sarro, Assistant Secretary

Directors Absent, but Excused:

Josh Kane, Secretary

Also in Attendance Were:

Deborah Early; Icenogle Seaver Pogue, P.C.  
Jim Niemczyk, Mike McBride, Amanda Dwight, and Griffin Barlow;  
McWhinney.  
John Cutler; John Cutler & Associates, LLC.  
Shannon McEvoy, Sarah Bromley, Bryan Newby, Jordan Wood, Brendan Campbell, Irene Buenavista, Stanley Holder, and Adam Brix; Pinnacle Consulting Group, Inc.

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## RECORD OF PROCEEDINGS

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

\_\_\_\_\_

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

\_\_\_\_\_

CONFLICT OF INTEREST DISCLOSURE            Ms. Early 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. Ms. Early 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.

\_\_\_\_\_

SLATE OF OFFICERS            The Boards addressed District No. 3 officers. Upon motion duly made by Director Harris, seconded by Director Brunkhardt and, upon vote, it was unanimously

**RESOLVED** to assign Director Sarro to serve as the Assistant Secretary for District No. 3 and assign Director Brunkhardt to serve as Treasurer for District No. 3.

\_\_\_\_\_

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

**RESOLVED** to approve the agenda, as presented.

## RECORD OF PROCEEDINGS

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PUBLIC COMMENT \_\_\_\_\_  
There were no members of the public present.

DIRECTOR COMMENT \_\_\_\_\_  
There were no Director Comments.

CONSENT AGENDA \_\_\_\_\_  
The Boards considered the following items on the consent agenda:

- A. Ratification of Payables.
- B. Ratification of Contract Modifications.
- C. Review and Consider Approval of Unaudited Financial Statements for the period ending March 31, 2023.

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

**RESOLVED** to approve the consent agenda as presented.

DISTRICT MANAGER ITEMS \_\_\_\_\_  
Manager's Report: Ms. Bromley 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: Mr. Holder and Mr. Niemczyk reviewed the District Capital Infrastructure Report with the Boards and answered questions.

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

West Sheridan Residential Phase 2 (CFS #11): Mr. Niemczyk discussed with the Boards the recommendation for an amended project budget for the West Sheridan Residential Phase 2 (CFS #11) in the amount of \$285,038.00 and answered questions. Following review and discussion, upon motion duly made by Director McShea, seconded by Director Harris, and upon vote, it was unanimously



## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the amended project budget for West Sheridan Residential Phase 2 (CFS #11) in the amount of \$285,038.00.

Master Service Agreement and Work Order 2023-01: Mr. Holder presented to the Boards the Master Service Agreement and Work Order 2023-01 with Down to Earth Compliance for Erosion Control and General Maintenance Services in the amount of \$5,000.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and upon vote, it was unanimously

**RESOLVED** to approve the Master Service Agreement and Work Order 2023-01 with Down to Earth Compliance for Erosion Control and General Maintenance Services in the amount of \$5,000.00.

### FINANCIAL ITEMS

2022 Audited Financial Statements for District No. 1: Mr. Cutler reviewed the 2022 Audited Financial Statements for District No. 1 and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, it was unanimously

**RESOLVED** to approve the 2022 Audited Financial Statements for District No. 1 subject to final review by management.

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

### LEGAL ITEMS

Temporary Construction Easement Agreement with DD Sheridan 7.84, LLC: Ms. Early presented to the Boards the Temporary Construction Easement Agreement with DD Sheridan 7.84, LLC and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, it was unanimously

**RESOLVED** to approve the Temporary Construction Easement Agreement with DD Sheridan 7.84, LLC.

License Agreement with Dream Finders Homes, LLC: Ms. Early presented to the Boards the License Agreement with Dream Finders Homes, LLC and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, it was unanimously

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the License Agreement with Dream Finders Homes, LLC.

City and County of Broomfield Improvement and Maintenance Agreement for Preble Creek Drainageway: This item was tabled until the August 2023 Board Meeting.

SB23-110 – Annual Community Meeting: Ms. Early discussed with the Boards the new Senate Bill requiring an Annual Community Meeting (SB23-110) and answered questions.

DIRECTOR ITEMS                    There we no Director Items.

OTHER MATTERS                    There were no other matters brought before the Boards.

EXECUTIVE SESSION                There was no need for an Executive Session.

ADJOURNMENT                    There being no further business to come before the Boards, the meeting was adjourned at 1:43 p.m.

Respectfully submitted,

*Bryan Newby*                    For  
\_\_\_\_\_  
Jordan Wood  
Recording Secretary for the Meeting

## 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

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### 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.

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### FINANCIAL ITEMS

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

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### 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

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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*  
Kieyesia Conaway, Recording Secretary for the Meeting



**RESOLUTION OF  
THE BOARDS OF DIRECTORS OF  
BASELINE METROPOLITAN DISTRICT NOS. 1-9  
  
2024 MEETING RESOLUTION**

WHEREAS, Baseline Metropolitan District Nos. 1-9 (the “Districts”) were organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the “Special District Act;” and

WHEREAS, on November 3, 2022, the Districts adopted a 2023 Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings, as subsequently amended on June 1, 2023 and September 7, 2023 (the “Prior Meeting Resolution”); and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Boards of Directors (the “Boards”) of the Districts shall meet regularly at a “Location” to be designated by the Boards; and

WHEREAS, pursuant to Section 32-1-903(5)(a), C.R.S., the term “Location” means the physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, Section 32-1-903(1.5), C.R.S., requires that all meetings of the Boards that are held solely at physical locations must be held at physical locations that are within the boundaries of the Districts or which is within the boundaries of any county in which the Districts are located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the Districts’ boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of the Boards appears on the agenda of a meeting of the Boards, and (b) A resolution is adopted by the Boards stating the reason for which meeting of the Boards is to be held in a physical location under than the provisions of Section 32-1-903(1.5), C.R.S., and further stating the date, time, and physical location of such meeting; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., special meetings may be held as often as the needs of the Districts require, upon notice to each director, and may include study sessions at which a quorum of the Boards are in attendance, and at which information is presented but no official action can be taken by the Boards; and

WHEREAS, Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. govern meeting notices provided by special districts for all public meetings as set forth below; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and location designated for all regular and special meetings of the Boards shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the Districts to annually designate one public place within the boundaries of the Districts where notice of the Boards’ meetings shall

be posted no less than twenty-four (24) hours prior to the Boards' meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Districts shall be deemed to have given full and timely notice of a public meeting if the Districts posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the meeting on the public website of the Districts; and

WHEREAS, if the Districts posts notice on the Districts' public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Districts must also designate a public place within its boundaries at which the Districts may post a notice no less than twenty-four (24) hours prior to a meeting if the Districts are unable to post notice online in exigent or emergency circumstances; and

WHEREAS, the meeting notice of all meetings of the Boards that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, Section 32-1-903(6)(a), C.R.S. requires that the Boards hold an annual meeting at a time and location to be designated by the Boards and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the Districts, within the boundaries of any county in which the Districts are located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the Districts' boundaries; and

WHEREAS, the Boards desires to designate the time and place of all regular meetings, and to set forth specific requirements for the Boards to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the Districts for the ensuing year of 2024, pursuant to this 2024 Meeting Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1-9 THAT:

1. The Boards hereby determine to hold regular meetings on the first Thursday of every month at 1:00 P.M. The location of all regular and special meetings of the Boards shall be held electronically via MS Team or other reliable virtual or telephonic platform.
2. The Boards hereby determines to hold their annual meeting as required by Section 32-1-903(6), C.R.S. prior to or after the meeting at which the Districts adopt their 2025 budget via MS Team or other reliable virtual or telephonic platform.
3. The meeting notice of all meetings of the Boards that are held telephonically, electronically, or by other means not including physical presence shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. The Boards hereby designate the Districts' public website, [www.baselinemetrodistricts.live](http://www.baselinemetrodistricts.live), as the twenty-four (24) hour posting location for all meeting notices. The Boards hereby designate the following locations as the posting locations for notices if the Districts are unable to post a notice online in exigent or emergency circumstances.

- District No. 1: Approximately 313 feet east of Huron Street; Approximately 486 yards north of 160<sup>th</sup> Street
- District No. 2: Southwest corner of Sheridan Parkway and Preble Creek Parkway
- District No. 3: Northwest corner of Sheridan Parkway and Preble Creek Parkway
- District No. 4: Approximately 8,650 feet east of the northeast intersection of Sheridan Parkway and 160<sup>th</sup> Avenue
- District No. 5: Approximately 905 yards south of Baseline Road and approximately 870 yards east of Huron Street
- District No. 6: Approximately 905 yards south of Baseline Road and approximately 870 yards east of Huron Street
- District No. 7: Approximately 905 yards south of Baseline Road and approximately 870 yards east of Huron Street
- District No. 8: Approximately 905 yards south of Baseline Road and approximately 870 yards east of Huron Street
- District No. 9: Approximately 905 yards south of Baseline Road and approximately 870 yards east of Huron Street

5. The designations set forth in Paragraph 4 are hereby deemed to be the Boards' annual designation of the location where notices of meetings shall be posted twenty-four (24) hours in advance of said meetings and shall be effective until such time as the Boards determine to designate a new posting location.

6. Emergency meetings may be called by a District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

7. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Boards concerning meeting location, time, and posting of notices.

8. This Resolution shall take effect on January 1, 2024.

ADOPTED AND APPROVED THIS 2nd DAY of NOVEMBER, 2023.

BASELINE METROPOLITAN DISTRICT NOS. 1-9

By: \_\_\_\_\_  
Kim I. Perry, President

**RESOLUTION OF THE BOARDS OF DIRECTORS OF  
BASELINE METROPOLITAN DISTRICT NOS. 1 - 9**

A RESOLUTION ADOPTING AND APPROVING THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED PUBLIC RECORDS POLICY REGARDING THE INSPECTION, RETENTION AND DISPOSAL OF PUBLIC RECORDS

WHEREAS, the Colorado Open Records Act (“Open Records Act”), as set forth in Section 24-72-200.1, *et seq.*, C.R.S., as amended, requires all public records of political subdivisions of the State to be open for inspection by any person at reasonable times except as otherwise provided in the Open Records Act; and

WHEREAS, on July 24, 14, via resolution, the Boards of Directors for Baseline Metropolitan District Nos. 1 - 9 (the “Districts”) adopted a Second Amended and Restated Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records in compliance with the Open Records Act, as subsequently amended by a First Amendment Second Amended and Restated Policy Regarding the Inspection and Retention and Disposal of Public Records dated July 12, 2018, and by a Second Amendment Second Amended and Restated Policy Regarding the Inspection and Retention and Disposal of Public Records dated January 7, 2021 (the “Public Records Policy”); and

WHEREAS, the Boards of Directors of the Districts (the “Boards”) desire to amend the Public Records Policy to clarify when a public records request is deemed received by the Districts in accordance with the Open Records Act.

NOW THEREFORE, THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1 - 9 HEREBY ADOPT THE FOLLOWING THIRD AMENDMENT TO THE PUBLIC RECORDS POLICY:

1. Amendment to Public Records Policy. The Public Records Policy is hereby amended to add the following language:

Upon the receipt of a written request to inspect public records, the custodian or his or her designee shall set a date and hour at which time the requested public records will be available for inspection, which date and hour of inspection shall be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time. The custodian will provide public records within three (3) working days or less from the date such public records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the public records request is received, weekends, and legally recognized holidays shall not count as a working day for the purposes of computing the date set for inspection of public records.

2. Future Amendments to Public Records Policy. The Boards of the Districts may further amend the Public Records Policy from time to time as the Boards deem necessary.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

APPROVED AND ADOPTED THIS 2ND DAY OF NOVEMBER, 2023.

BASELINE METROPOLITAN DISTRICT  
NOS. 1 - 9

By: \_\_\_\_\_  
Kim L. Perry, President

*Signature Page to JNMD First Amendment to Public Records Policy*



To: Baseline Metropolitan District Board of Directors  
 From: Pinnacle Consulting Group, Inc.  
 Subject: Managers' Report  
 Board Meeting Date: November 2, 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 October 5, 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 October 4, 2023, where we discussed coordination of the SB23-110 meeting, the Parklands South Open Space, West Sheridan Sidewalk, and the CIVITAS Pipeline Relocation.
- **Website Analytics:** Website analytics allows management to review website activity throughout the year.

Last Month	YTD
113 Visits	814 Visits
106 Unique Visitors	666 Unique Visitors
289 Page Views	2,000 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	Completed
Renew Property & Liability Insurance	PCGI	12/01/2023	Completed
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 performed a clean out of east Sheridan detention area and basin park storm structure on 10/18.
- OLM inspection was performed on 10/26. Scored 94.
- Native grass areas have been mowed.
- October to December snow contract has been executed with EDI.



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

*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: November 2, 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 was held on Friday October 20, 2023. Bid results and contractor recommendations will be presented at the November 2, 2023 board meeting.
2. Southlands Public Grading (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 November 2, 2023 board meeting.
3. Southlands Public Utilities (CFS #12)
  - The pre-bid meeting for was held on Tuesday October 17, 2023. The bid opening for grading will be held on Tuesday November 7, 2023. Bid results and contractor recommendations will be presented at the December 7, 2023 board meeting.
4. Parkside West Phase 2 Public Landscaping – Park Lane (CFS #21)
  - Bids were presented at the October 5, 2023 board meeting. We were directed to value engineer the project. Bid and contractor recommendations will be presented at the November 2, 2023 board meeting.
5. Parkside West Phase 3 Public Grading (CFS #18)
  - The project overview meeting was held on Monday October 16, 2023. The pre-bid meeting was held on Thursday October 26, 2023. The bid opening has been scheduled for Thursday November 16, 2023. Bid and contractor recommendations will be presented at the December 7, 2023 board meeting.

## **CONSTRUCTION**

6. 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.
7. Monumentation Phase 1 (CFS #7)

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



- Installation of primary boundary marker/monument sign is complete. Final electrical service termination is complete and final acceptance anticipated by October 2023.
8. 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 Spring 2024.
  9. 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.
  10. 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.
  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 October 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 October 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)

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



- City and County of Broomfield warranty period expires in December 2023. Final Acceptance walk is tentatively scheduled for November 2023.
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. 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. Final walk September 2024.
21. 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.



- 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.

**Baseline (fka North Park) Metropolitan District  
Capital Fund Summary  
As of 10/30/2023**

<b>Active Projects</b>							
<b>CFS #</b>	<b>Project Name</b>	<b>Approved Project Budget</b>	<b>Estimated Project Total</b>	<b>Change in Estimated Project Total From Prior Report</b>	<b>Projected Over/(Under) Cost Estimate</b>	<b>Total Expenditures thru 09/30/2023</b>	<b>Estimated Remaining Project Costs</b>
1	General Capital	390,000	390,000	-	-	123,983	266,017
2	Sheridan Parkway Phase 1	10,302,998	10,302,998	-	-	10,125,779	177,219
3	Parkside West Phase 1	19,348,670	19,348,670	-	-	15,645,184	3,703,486
4	Sanitary Sewer Trunk Line	2,782,753	2,782,753	-	-	2,718,954	63,799
5	Preble Creek Drainage	7,691,124	7,691,124	-	-	7,666,741	24,383
6	Linear Park Phase 1	3,300,000	3,300,000	-	-	308,330	2,991,670
7	Monumentation Phase 1	121,632	121,632	-	-	85,266	36,366
8	Preble Creek Median Landscaping	545,648	545,648	-	-	509,921	35,727
9	Center Street District (Design Only)	2,580,000	2,580,000	-	-	160,256	2,419,744
10	Southeast Industrial	3,979,748	3,979,748	-	-	3,753,331	226,417
11	West Sheridan Residential Phase 2	8,280,309	8,280,309	-	-	7,174,750	1,105,559
12	Southlands	8,543,058	8,543,058	-	-	844,867	7,698,191
13	Linear Park Phase 2 and Drainage	4,099,301	4,099,301	-	-	664,750	3,434,551
14	160th Avenue	6,894,000	6,894,000	-	-	2,655,933	4,238,067
15	Sheridan Parkway Phase 2	6,214,688	6,214,688	-	-	1,471,358	4,743,330
16	Monumentation Phase 2	280,655	280,655	-	-	195,663	84,992
17	Flex Phase 3 Offsites (Filing 2 Replat C Ph 3)	1,350,598	1,350,598	-	-	1,238,377	112,221
18	Parkside West Phase 3	1,250,000	1,250,000	-	-	708,739	541,261
19	Huron Street (Design Only)	1,800,000	1,800,000	-	-	164,308	1,635,693
20	Linear Park Phase 4 (Design Only)	495,418	495,418	-	-	11,300	484,118
21	Parkside West Phase 2	8,762,374	8,762,374	-	-	4,700,704	4,061,670
22	Linear Park Phase 3	517,860	517,860	-	-	-	517,860
23	Monumentation Phase 3	234,562	234,562	-	-	31,145	203,417
24	Seeding and Tract Establishment	210,000	210,000	-	-	41,843	168,157
<b>Totals</b>		<b>99,975,396</b>	<b>99,975,396</b>	<b>-</b>	<b>-</b>	<b>61,001,480</b>	<b>38,973,916</b>

Anticipated Capital Advances: \$ (15,329,328)

Funding of \$15,329,327.52 is expected from pending agreements.  
Cash available for contracting is \$5,541,322.

**Baseline (fka North Park) Metropolitan District  
Capital Fund Summary - Detail  
As of 10/30/2023**

	A	B	C	D	E	F	G	H
	Approved Project Budget	Approved Contract Amounts	Other Projected Costs	Estimated Project Total (B+C)	Change in Estimated Project Total From Prior Report Incr/(Decr)	Projected Over/(Under) Project Budget (D-A)	Total Expenditures thru 9/30/2023	Estimated Remaining Project Costs (D-G)
<b>(1) Regional</b> <u>General Capital</u>								
District Planning/Engineering Management	40,000	40,000	0	40,000	0	0	13,856	26,145
District Management	50,000	50,000	0	50,000	0	0	30,000	20,000
District Engineering	200,000	133,527	60,798	194,325	0	(5,675)	26,381	167,944
Office and Other	0	275	0	275	0	275	275	(0)
Regional Drainage Channel Seeding/Maintenance	50,000	55,400	0	55,400	0	5,400	42,975	12,425
Regional Erosion Control Inspection/Maintenance	50,000	16,445	33,555	50,000	0	0	10,496	39,504
	<b>390,000</b>	<b>295,647</b>	<b>94,353</b>	<b>390,000</b>	<b>0</b>	<b>0</b>	<b>123,983</b>	<b>266,017</b>
<b>(2) Regional</b> <u>Project: Sheridan Parkway Phase 1</u>								
Indirect Project Costs	886,053	1,054,552	0	1,054,552	0	168,499	1,086,289	(31,737)
Direct Project Costs	8,952,669	9,172,725	0	9,172,725	0	220,056	9,039,489	133,236
Contingency Fund	311,456	0	0	0	0	(311,456)	0	0
Warranty Fund	152,820	0	75,721	75,721	0	(77,099)	0	75,721
	<b>10,302,998</b>	<b>10,227,277</b>	<b>75,721</b>	<b>10,302,998</b>	<b>0</b>	<b>0</b>	<b>10,125,779</b>	<b>177,219</b>
<b>(3) District 2-4</b> <u>Project: Parkside West Phase 1</u>								
Indirect Project Costs	2,745,282	2,743,406	1,876	2,745,282	0	0	2,611,290	133,992
Direct Project Costs	16,130,773	15,742,948	387,825	16,130,773	0	0	13,033,894	3,096,879
Contingency Fund	150,000	0	150,000	150,000	0	0	0	150,000
Warranty Fund	322,615	0	322,615	322,615	0	0	0	322,615
	<b>19,348,670</b>	<b>18,486,354</b>	<b>862,316</b>	<b>19,348,670</b>	<b>0</b>	<b>0</b>	<b>15,645,184</b>	<b>3,703,486</b>
<b>(4) Regional</b> <u>Project: Sanitary Sewer Trunk Line</u>								
Indirect Project Costs	408,746	395,996	0	395,996	0	(12,750)	373,895	22,101
Direct Project Costs	1,982,510	2,347,107	0	2,347,107	0	364,597	2,345,059	2,048
Contingency Fund	351,847	0	0	0	0	(351,847)	0	0
Warranty Fund	39,650	0	39,650	39,650	0	0	0	39,650
	<b>2,782,753</b>	<b>2,743,103</b>	<b>39,650</b>	<b>2,782,753</b>	<b>0</b>	<b>0</b>	<b>2,718,954</b>	<b>63,799</b>
<b>(5) Regional</b> <u>Project: Preble Creek Drainage</u>								
Indirect Project Costs	1,247,535	1,410,165	0	1,410,165	454	162,630	1,387,544	22,621
Direct Project Costs	5,638,240	6,279,197	0	6,279,197	0	640,957	6,279,197	0
Contingency Fund	703,943	0	0	0	0	(703,943)	0	0
Warranty Fund	101,406	0	1,762	1,762	(454)	(99,644)	0	1,762
	<b>7,691,124</b>	<b>7,689,362</b>	<b>1,762</b>	<b>7,691,124</b>	<b>0</b>	<b>0</b>	<b>7,666,741</b>	<b>24,383</b>
<b>(6) Regional</b> <u>Project: Linear Park Phase 1</u>								
Indirect Project Costs	650,425	523,791	126,634	650,425	57,982	0	259,143	391,282
Direct Project Costs	2,476,997	49,187	2,427,810	2,476,997	(230,560)	0	49,187	2,427,810
Contingency Fund	123,270	0	123,270	123,270	123,270	0	0	123,270
Warranty Fund	49,308	0	49,308	49,308	49,308	0	0	49,308
	<b>3,300,000</b>	<b>572,978</b>	<b>2,727,022</b>	<b>3,300,000</b>	<b>0</b>	<b>0</b>	<b>308,330</b>	<b>2,991,670</b>

**Baseline (fka North Park) Metropolitan District  
Capital Fund Summary - Detail  
As of 10/30/2023**

	A	B	C	D	E	F	G	H
	Approved Project Budget	Approved Contract Amounts	Other Projected Costs	Estimated Project Total (B+C)	Change in Estimated Project Total From Prior Report Incr/(Decr)	Projected Over/(Under) Project Budget (D-A)	Total Expenditures thru 9/30/2023	Estimated Remaining Project Costs (D-G)
<b>(7)</b> Regional <u>Project: Monumentation Phase 1</u>								
Indirect Project Costs	61,817	42,147	19,670	61,817	0	0	36,437	25,380
Direct Project Costs	53,732	51,395	2,337	53,732	0	0	48,829	4,903
Contingency Fund	5,057	5,057	0	5,057	0	0	0	5,057
Warranty Fund	1,026	1,026	0	1,026	0	0	0	1,026
	<b>121,632</b>	<b>99,625</b>	<b>22,007</b>	<b>121,632</b>	<b>0</b>	<b>0</b>	<b>85,266</b>	<b>36,366</b>
<b>(8)</b> Regional <u>Project: Preble Creek Median Landscaping</u>								
Indirect Project Costs	115,715	116,001	0	116,001	0	286	100,316	15,685
Direct Project Costs	421,606	421,606	0	421,606	0	0	409,606	12,000
Contingency Fund	0	0	0	0	0	0	0	0
Warranty Fund	8,327	0	8,041	8,041	0	(286)	0	8,041
	<b>545,648</b>	<b>537,607</b>	<b>8,041</b>	<b>545,648</b>	<b>0</b>	<b>0</b>	<b>509,921</b>	<b>35,727</b>
<b>(9)</b> District 2-4 <u>Project: Center Street District (Design Only)</u>								
Indirect Project Costs	2,580,000	1,190,745	1,389,255	2,580,000	0	0	160,256	2,419,744
Direct Project Costs	0	0	0	0	0	0	0	0
Contingency Fund	0	0	0	0	0	0	0	0
Warranty Fund	0	0	0	0	0	0	0	0
	<b>2,580,000</b>	<b>1,190,745</b>	<b>1,389,255</b>	<b>2,580,000</b>	<b>0</b>	<b>0</b>	<b>160,256</b>	<b>2,419,744</b>
<b>(10)</b> Regional <u>Project: Southeast Industrial</u>								
Indirect Project Costs	815,343	722,943	92,400	815,343	0	0	759,403	55,940
Direct Project Costs	3,114,043	3,223,749	(109,706)	3,114,043	0	0	2,993,928	120,115
Contingency Fund	10,362	0	10,362	10,362	0	0	0	10,362
Warranty Fund	40,000	0	40,000	40,000	0	0	0	40,000
	<b>3,979,748</b>	<b>3,946,692</b>	<b>33,056</b>	<b>3,979,748</b>	<b>0</b>	<b>0</b>	<b>3,753,331</b>	<b>226,417</b>
<b>(11)</b> District 2-4 <u>Project: West Sheridan Residential Phase 2</u>								
Indirect Project Costs	1,078,480	802,506	275,974	1,078,480	0	0	789,167	289,313
Direct Project Costs	6,994,718	6,901,945	97,606	6,999,551	4,833	4,833	6,385,583	613,968
Contingency Fund	100,000	0	95,167	95,167	(4,833)	(4,833)	0	95,167
Warranty Fund	107,111	0	107,111	107,111	0	0	0	107,111
	<b>8,280,309</b>	<b>7,704,451</b>	<b>575,858</b>	<b>8,280,309</b>	<b>0</b>	<b>0</b>	<b>7,174,750</b>	<b>1,105,559</b>
<b>(12)</b> District 2-4 <u>Project: Southlands</u>								
Indirect Project Costs	1,679,129	1,013,089	666,040	1,679,129	0	0	827,517	851,612
Direct Project Costs	6,128,508	750	6,127,758	6,128,508	0	0	17,349	6,111,159
Contingency Fund	612,851	0	612,851	612,851	0	0	0	612,851
Warranty Fund	122,570	0	122,570	122,570	0	0	0	122,570
	<b>8,543,058</b>	<b>1,013,839</b>	<b>7,529,219</b>	<b>8,543,058</b>	<b>0</b>	<b>0</b>	<b>844,867</b>	<b>7,698,191</b>



**Baseline (fka North Park) Metropolitan District  
Capital Fund Summary - Detail  
As of 10/30/2023**

	A	B	C	D	E	F	G	H
	Approved Project Budget	Approved Contract Amounts	Other Projected Costs	Estimated Project Total (B+C)	Change in Estimated Project Total From Prior Report Incr/(Decr)	Projected Over/(Under) Project Budget (D-A)	Total Expenditures thru 9/30/2023	Estimated Remaining Project Costs (D-G)
<b>(13)</b> Regional <b>Project: Linear Park Phase 2 and Drainage</b>								
Indirect Project Costs	698,399	724,031	0	724,031	0	25,632	574,500	149,531
Direct Project Costs	3,036,519	195,397	2,841,122	3,036,519	0	0	90,250	2,946,269
Contingency Fund	303,653	0	278,021	278,021	0	(25,632)	0	278,021
Warranty Fund	60,730	0	60,730	60,730	0	0	0	60,730
	<b>4,099,301</b>	<b>919,428</b>	<b>3,179,873</b>	<b>4,099,301</b>	<b>0</b>	<b>0</b>	<b>664,750</b>	<b>3,434,551</b>
<b>(14)</b> Regional <b>Project: 160th Avenue</b>								
Indirect Project Costs	989,323	859,482	129,841	989,323	0	0	641,748	347,575
Direct Project Costs	5,466,737	4,566,269	950,578	5,516,847	50,110	50,110	2,014,186	3,502,661
Contingency Fund	364,950	0	314,840	314,840	(50,110)	(50,110)	0	314,840
Warranty Fund	72,990	0	72,990	72,990	0	0	0	72,990
	<b>6,894,000</b>	<b>5,425,751</b>	<b>1,468,249</b>	<b>6,894,000</b>	<b>0</b>	<b>0</b>	<b>2,655,933</b>	<b>4,238,067</b>
<b>(15)</b> Regional <b>Project: Sheridan Parkway Phase 2</b>								
Indirect Project Costs	781,300	627,173	154,127	781,300	0	0	546,254	235,046
Direct Project Costs	4,893,243	3,952,008	1,133,283	5,085,291	192,048	192,048	925,104	4,160,187
Contingency Fund	450,121	0	258,073	258,073	(192,048)	(192,048)	0	258,073
Warranty Fund	90,024	0	90,024	90,024	0	0	0	90,024
	<b>6,214,688</b>	<b>4,579,181</b>	<b>1,635,507</b>	<b>6,214,688</b>	<b>0</b>	<b>0</b>	<b>1,471,358</b>	<b>4,743,330</b>
<b>(16)</b> Regional <b>Project: Monumentation Phase 2</b>								
Indirect Project Costs	77,734	83,311	0	83,311	0	5,577	57,438	25,873
Direct Project Costs	174,135	164,500	9,635	174,135	0	0	138,225	35,910
Contingency Fund	23,988	0	18,411	18,411	0	(5,577)	0	18,411
Warranty Fund	4,798	0	4,798	4,798	0	0	0	4,798
	<b>280,655</b>	<b>247,811</b>	<b>32,844</b>	<b>280,655</b>	<b>0</b>	<b>0</b>	<b>195,663</b>	<b>84,992</b>
<b>(17)</b> District 2-4 <b>Project: Flex Phase 3 Offsites (Filing 2 Replat C Ph 3)</b>								
Indirect Project Costs	165,683	221,383	0	221,383	0	55,700	188,387	32,996
Direct Project Costs	1,057,960	1,049,989	7,971	1,057,960	0	0	1,049,989	7,971
Contingency Fund	105,796	0	50,096	50,096	0	(55,700)	0	50,096
Warranty Fund	21,159	0	21,159	21,159	0	0	0	21,159
	<b>1,350,598</b>	<b>1,271,372</b>	<b>79,226</b>	<b>1,350,598</b>	<b>0</b>	<b>0</b>	<b>1,238,377</b>	<b>112,221</b>
<b>(18)</b> District 2-4 <b>Project: Parkside West Phase 3</b>								
Indirect Project Costs	1,250,000	945,776	112,473	1,058,249	0	(191,751)	516,988	541,261
Direct Project Costs	0	191,751	0	191,751	0	191,751	191,751	0
Contingency Fund	0	0	0	0	0	0	0	0
Warranty Fund	0	0	0	0	0	0	0	0
	<b>1,250,000</b>	<b>1,137,527</b>	<b>112,473</b>	<b>1,250,000</b>	<b>0</b>	<b>0</b>	<b>708,739</b>	<b>541,261</b>

**Baseline (fka North Park) Metropolitan District  
Capital Fund Summary - Detail  
As of 10/30/2023**

	A	B	C	D	E	F	G	H
	Approved Project Budget	Approved Contract Amounts	Other Projected Costs	Estimated Project Total (B+C)	Change in Estimated Project Total From Prior Report Incr/(Decr)	Projected Over/(Under) Project Budget (D-A)	Total Expenditures thru 9/30/2023	Estimated Remaining Project Costs (D-G)
<b>(19)</b> Regional <u>Project: Huron Street (Design Only)</u>								
Indirect Project Costs	1,800,000	1,003,301	796,699	1,800,000	0	0	164,308	1,635,693
Direct Project Costs	0	0	0	0	0	0	0	0
Contingency Fund	0	0	0	0	0	0	0	0
Warranty Fund	0	0	0	0	0	0	0	0
	<b>1,800,000</b>	<b>1,003,301</b>	<b>796,699</b>	<b>1,800,000</b>	<b>0</b>	<b>0</b>	<b>164,308</b>	<b>1,635,693</b>
<b>(20)</b> Regional <u>Project: Linear Park Phase 4 (Design Only)</u>								
Indirect Project Costs	495,418	185,505	309,913	495,418	0	0	11,300	484,118
Direct Project Costs	0	0	0	0	0	0	0	0
Contingency Fund	0	0	0	0	0	0	0	0
Warranty Fund	0	0	0	0	0	0	0	0
	<b>495,418</b>	<b>185,505</b>	<b>309,913</b>	<b>495,418</b>	<b>0</b>	<b>0</b>	<b>11,300</b>	<b>484,118</b>
<b>(21)</b> District 2-4 <u>Project: Parkside West Phase 2</u>								
Indirect Project Costs	564,245	557,806	6,439	564,245	0	0	322,819	241,426
Direct Project Costs	7,299,424	4,708,395	2,674,916	7,383,312	0	83,888	4,377,885	3,005,427
Contingency Fund	748,921	0	665,033	665,033	0	(83,888)	0	665,033
Warranty Fund	149,784	0	149,784	149,784	0	0	0	149,784
	<b>8,762,374</b>	<b>5,266,201</b>	<b>3,496,173</b>	<b>8,762,374</b>	<b>0</b>	<b>0</b>	<b>4,700,704</b>	<b>4,061,670</b>
<b>(22)</b> Regional <u>Project: Linear Park Phase 3</u>								
Indirect Project Costs	517,860	154,090	363,770	517,860	0	0	0	517,860
Direct Project Costs	0	0	0	0	0	0	0	0
Contingency Fund	0	0	0	0	0	0	0	0
Warranty Fund	0	0	0	0	0	0	0	0
	<b>517,860</b>	<b>154,090</b>	<b>363,770</b>	<b>517,860</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>517,860</b>
<b>(23)</b> Regional <u>Project: Monumentation Phase 3</u>								
Indirect Project Costs	64,424	64,124	300	64,424	0	0	31,145	33,279
Direct Project Costs	146,080	146,080	0	146,080	0	0	0	146,080
Contingency Fund	20,048	0	20,048	20,048	0	0	0	20,048
Warranty Fund	4,010	0	4,010	4,010	0	0	0	4,010
	<b>234,562</b>	<b>210,204</b>	<b>24,358</b>	<b>234,562</b>	<b>0</b>	<b>0</b>	<b>31,145</b>	<b>203,417</b>
<b>(24)</b> Regional <u>Project: Seeding and Tract Establishment</u>								
Direct Project Costs	210,000	77,689	132,311	210,000	0	0	41,843	168,157
	<b>210,000</b>	<b>77,689</b>	<b>132,311</b>	<b>210,000</b>	<b>0</b>	<b>0</b>	<b>41,843</b>	<b>168,157</b>
<b>Grand Totals</b>	<b>99,975,396</b>	<b>74,985,740</b>	<b>24,989,656</b>	<b>99,975,396</b>	<b>0</b>	<b>0</b>	<b>61,001,480</b>	<b>38,973,916</b>

**Baseline (fka North Park) Metropolitan District  
Capital Fund Summary - Detail  
As of 10/30/2023**

	A	B	C	D	E	F	G	H
	Approved Project Budget	Approved Contract Amounts	Other Projected Costs	Estimated Project Total (B+C)	Change in Estimated Project Total From Prior Report Incr/(Decr)	Projected Over/(Under) Project Budget (D-A)	Total Expenditures thru 9/30/2023	Estimated Remaining Project Costs (D-G)
<b>Summary of Projects by Type</b>								
Regional	49,860,387	38,915,251	10,945,136	49,860,387	0	0	30,528,605	19,331,782
District 2-4	50,115,009	36,070,489	14,044,520	50,115,009	0	0	30,472,875	19,642,134
Other	0	0	0	0	0	0	0	0

Cash on Hand:	\$ 19,525,581
Available LDA Advance Funding:	\$ 4,119,007
Estimated Remaining Project Costs:	\$ (38,973,916)
Anticipated Capital Advances:	\$ (15,329,328)

\* Remaining costs include uncontracted costs of \$24,989,655.97.

\*\* Funding of \$15,329,327.52 is expected from pending agreements.

\*\*\* Cash available for contracting is \$5,541,322.

\*\*\* \$4,562,563 in available cash is held in escrow per various agreements

**CAPITAL NEEDS ASSESSMENT-BASELINE METROPOLITAN DISTRICT**

10/30/2023

**Baseline Metropolitan District**

**TOTAL FUNDS AVAILABLE (10/30/23 CFS) \$ 23,644,588**

LESS: COMMITTED PROJECTS: (Remaining to be spent)		CFS #	Proposed Budget as of Board Meeting	Current Budgeted Remaining Project Spend	Recommended Position (District PM)	NOTES
<b>TIER 1: PROJECTS WITHIN CAPITAL FUNDS SUMMARY</b>						
-	General Capital Projects (2022)	1	\$ 390,000	\$ 266,017	\$ 266,017	
WV - 1	Sheridan Parkway	2	\$ 10,302,998	\$ 177,219	\$ 177,219	
-	Parkside West Residential Phase 1	3	\$ 19,348,670	\$ 3,703,486	\$ 3,703,486	
-	Sanitary Sewer Trunk Line	4	\$ 2,782,753	\$ 63,799	\$ 63,799	
-	Preble Creek Drainage	5	\$ 7,691,124	\$ 24,383	\$ 24,383	
EV - 1	Linear Park Phase 1 (Design Only)	6	\$ 3,300,000	\$ 2,991,670	\$ 2,991,670	Now includes full Construction Budget (added from Tier 2)
-	Monumentation Phase 1	7	\$ 121,632	\$ 36,366	\$ 36,366	
-	Preble Creek Median Landscaping	8	\$ 545,648	\$ 35,727	\$ 35,727	
CSD - 1	Center Street Office Infrastructure (Design Only)	9	\$ 2,580,000	\$ 2,419,744	\$ 2,419,744	
DDV3 - 1	Southeast Industrial (DDV3, Full Budget)	10	\$ 3,979,748	\$ 226,417	\$ 226,417	
WV - 2	West Village Ph2 - Construction	11	\$ 8,280,309	\$ 1,105,559	\$ 1,105,559	
SL - 1	Southlands- Full Construction Budget	12	\$ 16,991,074	\$ 16,146,207	\$ 16,146,207	Now includes full Construction Budget (added from Tier 2)
SL - 1	Linear Park Phase 2 + Drainage Design + Grading	13	\$ 4,504,632	\$ 3,839,882	\$ 3,839,882	Now includes full Construction Budget (added from Tier 2)
SL - 1	160th Avenue (Sheridan to NP Flex 4)- Design + Grading + Wets	14	\$ 6,894,000	\$ 4,228,067	\$ 4,228,067	
SL - 1	Sheridan Parkway Phase 2 Design + Grading + Wets	15	\$ 6,214,688	\$ 4,743,330	\$ 4,743,330	
-	Monumentation (Phase 2)	16	\$ 280,655	\$ 84,992	\$ 84,992	
NP3/4	Flex Industrial Phase 3 Offsites	17	\$ 1,350,599	\$ 112,222	\$ 112,222	
EVR - 3	Parkside West Residential Phase 3/4 Design	18	\$ 1,250,000	\$ 541,261	\$ 541,261	
PSE-1	Huron Street/PSE Backbone improvements	19	\$ 1,800,000	\$ 1,635,692	\$ 1,635,692	
NP-3/4	Linear Park Phase 4 Design (Parkside East Adjacent)	20	\$ 495,418	\$ 484,118	\$ 484,118	
PSW-2	Parkside West Residential Phase 2	21	\$ 10,362,374	\$ 5,661,670	\$ 5,661,670	Reflects updated Budget as will be presented in October/November board meeting
PSW - 3	Linear Park Phase 3 Design	22	\$ 517,860	\$ 517,860	\$ 517,860	
-	Monumentation Phase 3 (2023 Install)	23	\$ 298,982	\$ 203,417	\$ 203,417	
-	2023 Soil Management, Weed/Erosion Mitigation	24	\$ 210,000	\$ 168,157	\$ 168,157	
<b>AVAILABLE BALANCE AFTER CFS (TIER 1) PROJECTS</b>			<b>\$ 110,493,165</b>		<b>\$ (25,772,675)</b>	

TIER 2: OBLIGATED PROJECTS -DEVELOPER (PROJECTED) PROJECT OR AGREEMENT OBLIGATION				Cumulative Balance, Tier 2 Projects**	NOTES (Adjustments)
PSW - 2	Southlands Escrow-Estimate		\$ (16,146,837)	12/10/2023	\$ (9,625,838)
PSW - 3	Storm Main Reimbursement (Parkside West Phase 1)		\$ (2,283,691)	12/15/2023	\$ (7,342,147)
SL - 1	Water Main Reimbursement (Parkside West Phase 2)		\$ (417,137)	12/30/2023	\$ (6,925,010)
SL - 1	PSW Phase 3 Escrow		\$ (11,519,017)	1/1/2024	\$ 4,594,007
PSW - 3	PSW Phase 3 Construction+ Remaining Indirects		\$ 10,977,756	1/1/2024	\$ (6,383,749)
-	Water Main CIP Advances (Southlands)		\$ 2,058,735	1/1/2024	\$ (8,442,484)
0	2024 General Capital Budget		\$ 390,000	1/1/2024	\$ (8,832,484)
0	2024 Soil Management, Weed/Erosion Mitigation		\$ 150,000	1/1/2024	\$ (8,982,484)
SL - 1	Water Main Reimbursement (160th/Sheridan Combined)		\$ (1,406,766)	2/15/2024	\$ (7,575,718)
-	Baseline 2024 Signage (Phase 4) installation		\$ 250,000	4/1/2024	\$ (7,825,718)
-	Parkside East Intracts Design (Developer Reimburse)		\$ 1,711,265	8/15/2024	\$ (9,536,983)
-	2021 Bond Refunding Projector		\$ (31,713,191)	9/15/2024	\$ 22,176,208
PSW - 4	PSW Phase 4 Construction		\$ 7,342,693	10/15/2024	\$ 14,833,515
PSW - 4	PSW Phase 4 Escrow		\$ (7,342,693)	10/15/2024	\$ 22,176,208
CSD - 1	Highway 7 Improvements- West of Sheridan (High ROM, 1050/lf		\$ 774,250	10/15/2024	\$ 21,401,958
-	Water Main Reimbursement (Southlands)		\$ (2,058,735)	12/15/2024	\$ 23,460,693
PSW - 4	Linear Park- Phase 3 (Tied to Phase 4 EVR)		\$ 1,911,493	1/15/2025	\$ 21,549,200
CSD - 1	CSD Phase 1 (Construction)		\$ 27,470,000	1/15/2025	\$ (5,920,800)
CSD - 1	Commercial (Center Street, 2025) Bonds- Placeholder		\$ (25,023,812)	1/15/2025	\$ 19,103,012
0	2025 General Capital Budget		\$ 390,000	2/1/2025	\$ 18,713,012
0		0	\$ -	1/0/1900	\$ 18,713,012
0		0	\$ -	1/0/1900	\$ 18,713,012
0		0	\$ -	1/0/1900	\$ 18,713,012
0		0	\$ -	1/0/1900	\$ 18,713,012
<b>AVAILABLE BALANCE AFTER CFS + TIER 2 PROJECTS</b>					<b>\$18,713,012</b>

**DISCLAIMER:** This document is intended for planning purposes only, please see the 2022/2023 Adopted Budgets for District approved and

**\*\* Negative cumulative balances do not reflect any current projected shortfall for the district, and only identify costs of upcoming projects.**



To: Baseline Metropolitan District Board of Directors  
 From: Pinnacle Consulting Group, Inc.  
 Subject: Baseline Linear Park Phase 1 Public Landscape Improvements Project Bid Summary  
 Board Meeting Date: November 2, 2023

#### GENERAL

Six contractors and subcontractors attended the mandatory pre-bid meeting held on September 21, 2023 and four contractors submitted bids on October 20, 2023.

#### UNIT PRICE BIDS

Comparison of the bids revealed that all bids are over the cost estimate. Brightview Landscape Development is the low bidder with Zak George Landscaping 19% higher, Hall Contracting 21% higher and Rocky Mountain Custom Landscaping 23% higher.

#### ADJUSTED BID ANALYSIS SUMMARY

Baseline Linear Park Public Landscape Improvements					
Description	Budget Estimate	Brightview	Zak George	Hall	Rocky Mountain
General Conditions	\$0.00	\$ 111,275.00	\$ 80,000.00	\$ 93,818.82	\$ 128,130.00
Erosion Control	\$0.00	\$ 9,490.00	\$ 53,915.00	\$ 55,046.67	\$ 36,050.00
Concrete-Cast In Place	\$0.00	\$ 51,696.00	\$ 44,399.00	\$ 174,258.34	\$ 46,636.70
Metal	\$0.00	\$ 12,580.00	\$ 11,063.00	\$ 24,319.13	\$ 11,606.90
Site Work-Play Features	\$0.00	\$ 194,346.00	\$ 233,708.00	\$ 176,701.95	\$ 182,235.80
Site Work-Site Furnishings	\$0.00	\$ 175,500.00	\$ 232,992.00	\$ 176,187.48	\$ 145,526.00
Electrical	\$0.00	\$ 239,670.00	\$ 209,024.00	\$ 254,944.06	\$ 244,816.00
Site Work-Pavements	\$0.00	\$ 580,992.80	\$ 566,380.00	\$ 558,371.99	\$ 611,472.05
Site Work-Irrigation	\$0.00	\$ 228,452.00	\$ 179,400.00	\$ 189,969.26	\$ 395,080.00
Site Work-Grading	\$0.00	\$ 213,129.70	\$ 408,227.00	\$ 512,141.20	\$ 402,805.64
Site Work-Landscape	\$0.00	\$ 359,229.64	\$ 499,015.00	\$ 365,676.96	\$ 426,913.64
Site Work-Subdrainage Systems	\$0.00	\$ 48,866.00	\$ 140,859.00	\$ 106,512.91	\$ 104,974.20
<b>TOTAL</b>	<b>\$2,210,465.00</b>	<b>\$2,225,227.14</b>	<b>\$2,658,982.00</b>	<b>\$2,687,948.78</b>	<b>\$2,736,246.93</b>
<b>Budget Estimate vs. Bid</b>		<b>1%</b>	<b>20%</b>	<b>22%</b>	<b>24%</b>
<b>Bid Comparison</b>		<b>LOW</b>	<b>19%</b>	<b>21%</b>	<b>23%</b>

#### PROJECT SCHEDULE

The anticipated start date is January 1, 2024 with final completion by September 30, 2024.

#### QUALIFICATIONS/REFERENCES

All bidders submitted qualified bids with complete qualification statements. The lowest complete bidder, Brightview Landscape Development is an experienced Colorado contractor who has performed work for Baseline Metropolitan District and other districts along the Front Range. Zak George Landscaping is a qualified contractor who has performed work for various District's and developers along the Front Range as well. Hall Contracting and Rocky Mountain Custom Landscapes are qualified contractors who have performed work in the Baseline Metropolitan District and other districts along the Front Range.

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



**PINNACLE**  
CONSULTING GROUP, INC.

**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 Brightview Landscape Development as a qualified/responsible bidder and approving a contract in the amount of \$2,225,227.14.**

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(303) 333.4380



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: November 2, 2023

#### GENERAL

A summary of the bids was presented to the board of directors at the October 5, 2023 board meeting. The board directed the project management team to engage ECI Site Construction in identifying scopes of work that can be value engineered to provide cost savings to the project.

#### UNIT PRICE BIDS

A comparison of the updated ECI bid revealed cost savings of 17%. The updated bid from ECI is 1% higher than the updated budget estimate.

#### ADJUSTED BID ANALYSIS SUMMARY

<b>Baseline Park Lane Public Landscape Improvements</b>			
<b>Description</b>	<b>Budget Estimate 1/18/23</b>	<b>ECI - Updated Bid</b>	<b>ECI - Original Bid</b>
General Conditions	\$0.00	\$ 425,547.71	\$ 438,372.71
Site Work-Site Furnishings	\$0.00	\$ 574,555.82	\$ 1,059,316.27
Site Work-Pavements	\$0.00	\$ 1,057,428.02	\$ 1,057,428.02
Irrigation	\$0.00	\$ 65,171.12	\$ 65,171.12
Site Work-Grading	\$0.00	\$ 21,371.92	\$ 21,356.76
General Landscape	\$0.00	\$ 96,335.89	\$ 96,335.89
Maintenance	\$0.00	\$ 8,265.00	\$ 8,265.00
Electrical	\$0.00	\$ 742,141.15	\$ 753,779.23
Storm Sewer and Drainage	\$0.00	\$ 66,838.20	\$ 66,838.20
<b>TOTAL</b>	<b>\$ 3,024,165.34</b>	<b>\$ 3,057,654.83</b>	<b>\$ 3,566,863.20</b>
<b>Budget Estimate vs. Bid</b>		<b>1%</b>	<b>18%</b>
<b>Bid Comparison</b>		<b>LOW</b>	<b>17%</b>
**Original Budget Estimate was \$2,005,342.93 dated 4/1/2019**			

#### PROJECT SCHEDULE

The anticipated start date is December 4, 2023 with final completion by September 13, 2024.

#### QUALIFICATIONS/REFERENCES

ECI Site Construction is an experienced Colorado contractor who has performed work for various districts along the Front Range.

#### 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.

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**RECOMMENDATION**

**Pinnacle Consulting Group, Inc. recommends awarding a contract to ECI Site Construction as the most qualified/responsible bidder and approving a contract in the amount of \$3,057,654.83.**

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## MEMORANDUM

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

RE: Parkside West Phase 2 – Budget Increase Request

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

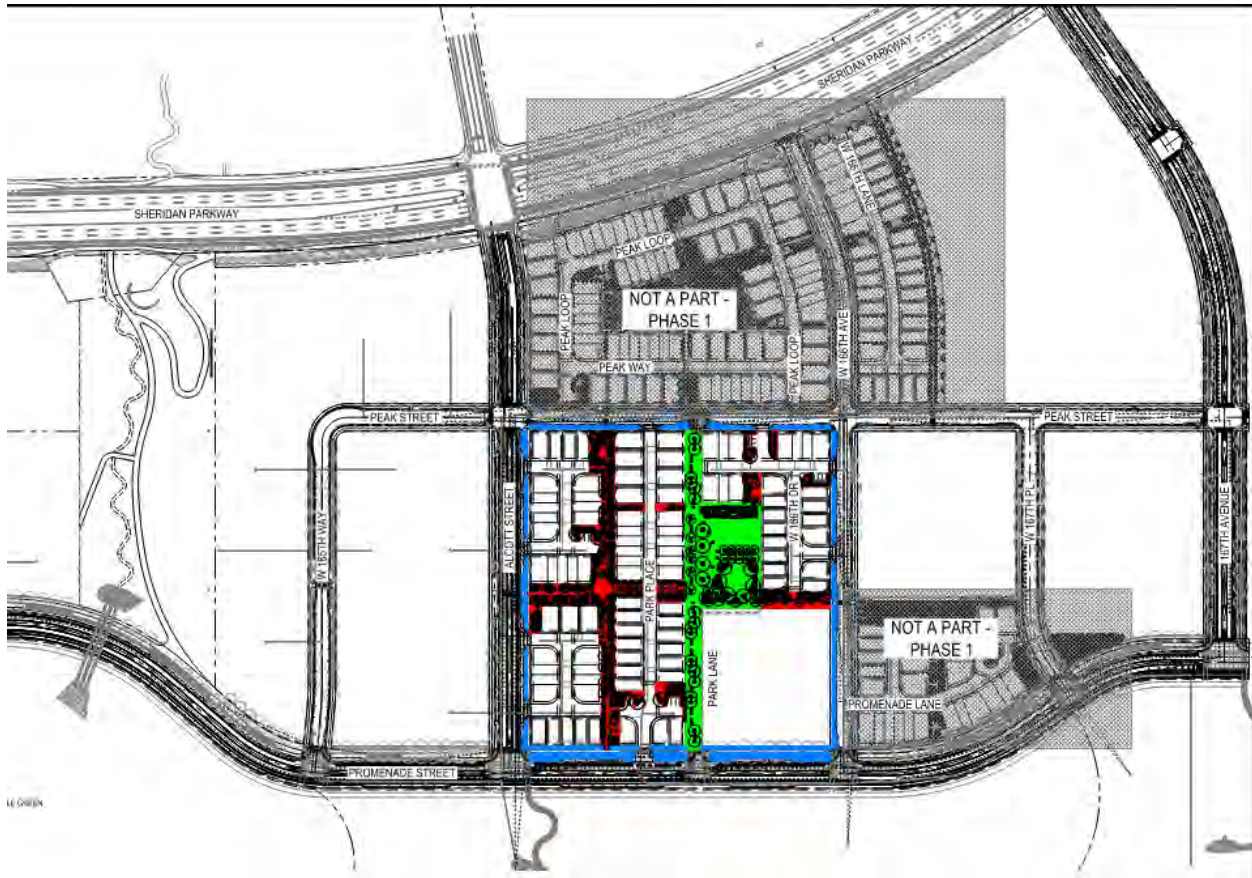
1.	Current Board Approved Budget	\$ 8,762,374.00	Adopted ~6/2021
2.	Park Lane Estimate	\$ 2,005,342.93	Generated 4/2019
3.	<b>Project Managers Estimate 2022-2023</b>	<b>\$ 3,395,617.34</b>	<b>Received 1/18/23</b>
4.	ECI Bid #2 Excluding furnishings	\$ 3,057,654.83	Received 10/23/2023
5.	BMD Direct Purchase of Furnishings	\$ 371,452.00	Bega Estimated Cost
6.	<b>Park Lane Estimate including Furnishings</b>	<b>\$ 3,429,106.83</b>	
7.	<b>Requested Increase</b>	<b>\$ 1,401,658.00</b>	
8.	<b>Updated Parkside West Ph 2 Budget</b>	<b>\$10,164,032.00</b>	

The currently approved budget was adopted mid-2021 of which the Park Lane portion budget, generated April 2019, was estimated to be \$2,005,342.93. Understanding that costs had increased, due to design and approval timing and the overall complexity of the Park Lane scope, we engaged a consultant in January 2022 to complete a constructability review. This review outlined to us which areas of the project were potentially overbuilt or overplanted. The Design Consultant and McWhinney Team were able to identify areas for potential savings and completed an initial value engineering process including processing of an Administrative Modification of the City Council approved Site Development Plan and approved Construction Documents of all Parkside West Phases 1-4, further cutting costs on future projects yet to bid. This revised plan set was used to produce the initial bid tabs.

Per the Baseline Metropolitan Board direction on 10/5/2023 the team was able to further reduce costs by using a local Baseline lighting and furnishings company, Bega, who was able to offer these furnishings at cost to allow their future customers an area to see the furnishings in a community setting. This effort and collaboration allowed us a **savings of \$198,320.12** for the Park Lane scope, including warranty, contingency etc. As noted earlier this collaboration will further reduce furnishing costs throughout the Baseline Community.

**At this time, we request that the Board approve an increase to the Parkside West Ph 2 budget to \$10,164,032.00 to allow for the contracting of ECI on the Park Lane project.**

Please note that as discussed on 10/5/2023 the Parkside West Ph 2 tree lawns and greenways project will require a January 2024 rebid and will likely require an additional budget increase. We are currently holding \$683,000 in the budget for this scope of work, an increase of \$275,670 from the originally approved budget.



Parkside West Phase 1D – Landscaping



# LITTLE GREEN



**NORRIS DESIGN**  
PLANNING | ARCHITECTURE | INTERIORS

**BASELINE**

# PARK LANE LOOKING WEST



**NORRIS DESIGN**  
PLANNING | ARCHITECTURE | INTERIORS

**BASELINE**

# EAST VILLAGE GARDENWAYS



  
**NORRIS DESIGN**  
Planning | Architecture | Interiors | Landscaping

**BASELINE**

# EAST VILLAGE GARDENWAYS



  
**NORRIS DESIGN**  
Planning | Architecture | Interiors | Landscaping

**BASELINE**



## 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 blue ink, appearing to read "Jim Benavise". The signature is fluid and cursive, with a large initial "J" and "B".

Pinnacle Consulting Group, Inc.  
October 31, 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](http://www.PCGI.com)

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BASELINE METROPOLITAN DISTRICT NO. 1									
STATEMENT OF REVENUES & EXPENDITURES									
GENERAL FUND									
	(a)	(b)	(c)	(d)	(d-c)	(e)	(f)	(f-c)	
	2022	2023	2023	2024	Year to Year	%	2024	Year to Year	
	Unaudited	Adopted	Projected	Proposed	Budget	Variance	Proposed	Budget	
	Actual	Budget	Actual	Budget	Variance	Variance	Budget	Variance	2024 Comments
Revenues				HH Fails	HH Fails		HH Passes	HH Passes	
MGDA - TIF	\$ 667,234	\$ 860,331	\$ 860,331	\$ 1,202,105	\$ 341,774	40%	\$ 1,157,528	\$ 297,197	Based on URA increment
MGDA - SEF	136,287	-	-	-	-	0%	-	-	
Service Fees District # 5	-	1	1	1	-	0%	1	-	See District 5 budget
Service Fees District # 6	-	2	2	2	-	0%	2	-	See District 6 budget
Service Fees District # 7	-	2	2	2	-	0%	2	-	See District 7 budget
Service Fees District # 8	-	2	2	2	-	0%	2	-	See District 8 budget
Service Fees District # 9	-	2	2	2	-	0%	2	-	See District 9 budget
Interest & Other Income	49,787	4,000	90,000	33,775	(56,225)	-62%	33,775	(56,225)	2% of Beginning Fund Balance
<b>Total Revenues</b>	<b>\$ 853,307</b>	<b>\$ 864,340</b>	<b>\$ 950,340</b>	<b>\$ 1,235,889</b>	<b>\$ 285,549</b>	<b>30%</b>	<b>\$ 1,191,313</b>	<b>\$ 240,972</b>	
<b>Expenditures</b>									
<b>Operations and Maintenance:</b>									
Landscape Maintenance	\$ 43,376	\$ 144,538	\$ 139,038	\$ 150,851	\$ 11,813	8%	\$ 150,851	11,813	See O&M Budget Worksheet
Hardscape Maintenance	7,330	17,000	11,000	20,000	9,000	82%	20,000	9,000	See O&M Budget Worksheet
Undeveloped Public Land	1,328	2,000	2,000	2,500	500	25%	2,500	500	See O&M Budget Worksheet
Stormwater Facilities	-	5,000	5,000	15,000	10,000	200%	15,000	10,000	See O&M Budget Worksheet
Amenities	2,643	4,000	1,500	4,000	2,500	167%	4,000	2,500	See O&M Budget Worksheet
Miscellaneous Services	-	1,000	1,000	1,000	-	0%	1,000	-	See O&M Budget Worksheet
Repairs and Replacements	33,878	37,000	17,600	82,500	64,900	369%	82,500	64,900	See O&M Budget Worksheet
Utilities	36,032	28,325	40,000	30,000	(10,000)	-25%	30,000	(10,000)	Estimate
Facilities Management	58,695	77,000	77,000	90,000	13,000	17%	90,000	13,000	Based on contracted services
HOA Maintenance Services	-	65,000	55,000	125,045	70,045	127%	125,045	70,045	
<b>Administration:</b>									
Accounting	101,758	104,000	115,000	121,800	6,800	6%	121,800	6,800	Based on contracted services
Audit	5,500	6,000	6,000	6,000	-	0%	6,000	-	Per auditor
District Management	107,351	110,500	110,500	117,000	6,500	6%	117,000	6,500	Based on contracted services
Directors Fees	6,854	14,400	14,400	14,000	(400)	-3%	14,000	(400)	Monthly meetings/1 special meeting
Election Expense	11,238	16,000	12,248	7,500	(12,248)	-100%	-	(12,248)	Anticipate canceled election
Engineering and Professional Services	1,675	7,500	7,500	7,500	-	0%	7,500	-	Map Updates/Legal descriptions
Insurance	23,940	25,200	24,191	32,000	7,809	32%	32,000	7,809	Estimate
Legal	69,683	132,000	100,000	132,000	32,000	32%	132,000	32,000	Per Legal
Office and Other	9,881	32,715	12,000	15,000	3,000	25%	15,000	3,000	bill.com fees, mileage
Website Hosting	-	-	-	1,166	1,166	100%	1,166	1,166	webhosting & domain
CCOB Administration Fee	-	4,651	4,651	5,620	969	21%	5,620	969	0.05% of MDGA Revenues
<b>Total Expenditures</b>	<b>\$ 521,162</b>	<b>\$ 833,829</b>	<b>\$ 755,628</b>	<b>\$ 972,982</b>	<b>\$ 217,354</b>	<b>29%</b>	<b>\$ 972,982</b>	<b>\$ 217,354</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 332,145</b>	<b>\$ 30,511</b>	<b>\$ 194,712</b>	<b>\$ 262,907</b>	<b>\$ 68,195</b>	<b>35%</b>	<b>\$ 218,331</b>	<b>\$ 23,619</b>	
<b>Beginning Fund Balance</b>	<b>\$ 1,153,043</b>	<b>\$ 1,355,351</b>	<b>\$ 1,485,189</b>	<b>\$ 1,679,901</b>	<b>\$ 194,712</b>	<b>13%</b>	<b>\$ 1,679,901</b>	<b>\$ 194,712</b>	
<b>Ending Fund Balance</b>	<b>\$ 1,485,189</b>	<b>\$ 1,385,862</b>	<b>\$ 1,679,901</b>	<b>\$ 1,942,808</b>	<b>\$ 262,907</b>	<b>16%</b>	<b>\$ 1,898,232</b>	<b>\$ 218,331</b>	
<b>COMPONENTS OF ENDING FUND BALANCE:</b>									
TABOR Reserve (3% of Revenues)	\$ 25,599	\$ 25,599	\$ 25,599	\$ 37,077	\$ 11,477	45%	\$ 35,739	\$ 10,140	
Operating Reserve (25% of Expenses)	208,457	208,457	224,521	224,521	-	0%	224,521	-	
Repairs and Maintenance Reserve	1,251,133	1,151,805	1,429,781	1,681,210	251,429	18%	1,637,971	208,190	
<b>Total Components of Ending Fund Balance</b>	<b>\$ 1,485,189</b>	<b>\$ 1,385,862</b>	<b>\$ 1,679,901</b>	<b>\$ 1,942,808</b>	<b>\$ 262,907</b>	<b>16%</b>	<b>\$ 1,898,232</b>	<b>\$ 218,331</b>	
<b>Mill Levy</b>									
Operating	0.000	0.000	0.000	0.000	0.000	0%	0.000	0.000	
Debt Service	0.000	0.000	0.000	0.000	0.000	0%	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>0.000</b>	<b>0%</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>\$ -</b>	<b>0%</b>	<b>\$ 110</b>	<b>\$ -</b>	
<b>Property Tax Revenue</b>									
Operating	-	-	-	-	-	0%	-	-	
Debt Service	-	-	-	-	-	0%	-	-	
<b>Total Property Tax Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	

BASELINE METROPOLITAN DISTRICT NO. 1									
STATEMENT OF REVENUES & EXPENDITURES									
DEBT SERVICE FUND									
	(a)	(b)	(c)	(d)	(d-c)	(e)	(f)	(f-c)	
	2022	2023	2023	2024	Year to Year		2024	Year to Year	
	Unaudited	Adopted	Projected	Proposed	Budget	%	Proposed	Budget	
	Actual	Budget	Actual	Budget	Variance	Variance	Budget	Variance	2024 Comments
Revenues				HH Fails	HH Fails		HH Passes	HH Passes	
Service Fees District # 2	\$ 137,075	\$ 51,126	\$ 120,194	\$ 162,493	\$ 42,299	35%	\$ 162,493	\$ 42,299	District #2
Service Fees District # 3	24,228	17,789	41,510	56,814	15,304	37%	56,814	15,180	District #3
Service Fees District # 4	15,413	62,544	55,275	74,836	19,561	35%	74,822	19,547	District #4
MGDA - TIF	7,106,261	7,845,105	7,845,105	10,037,239	2,192,134	28%	9,764,674	1,919,569	Based on URA Increment
Interest and Other Income	237,095	1,234	700,000	576,000	(124,000)	-18%	576,000	(124,000)	4% of reserve
<b>Total Revenues</b>	<b>\$ 7,520,070</b>	<b>\$ 7,977,797</b>	<b>\$ 8,762,084</b>	<b>\$ 10,907,383</b>	<b>\$ 2,145,299</b>	<b>24%</b>	<b>\$ 10,634,679</b>	<b>\$ 1,872,595</b>	
<b>Expenditures</b>									
2018A Bond Interest	\$ 3,613,894	\$ 3,613,894	\$ 3,613,894	\$ 3,580,425	\$ (33,469)	-1%	\$ 3,580,425	\$ (33,469)	Per schedule
2018A Bond Principal	-	645,000	645,000	1,040,000	395,000	61%	1,040,000	395,000	Per schedule
2021A Bond Interest	677,750	677,750	677,750	677,750	-	0%	677,750	-	Per schedule
2021B Bond Interest	-	976,605	294,319	324,000	29,681	10%	319,858	25,539	Available funds for subordinate payment
2021B Bond Principal	-	-	1,713,885	5,290,708	3,576,824	209%	5,022,146	3,308,262	Available funds for subordinate payment
Trustee and Paying Agent Fees	7,000	6,500	13,500	13,500	-	0%	13,500	-	
<b>Total Expenditures</b>	<b>\$ 4,298,644</b>	<b>\$ 5,919,749</b>	<b>\$ 6,958,347</b>	<b>\$ 10,926,383</b>	<b>\$ 3,968,036</b>	<b>57%</b>	<b>\$ 10,653,679</b>	<b>\$ 3,695,332</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 3,221,427</b>	<b>\$ 2,058,048</b>	<b>\$ 1,803,737</b>	<b>\$ (19,000)</b>	<b>\$ (1,822,737)</b>	<b>-101%</b>	<b>\$ (19,000)</b>	<b>\$ (1,822,737)</b>	
<b>Beginning Fund Balance</b>	<b>\$ 9,396,152</b>	<b>\$ 12,344,842</b>	<b>\$ 12,617,579</b>	<b>\$ 14,421,315</b>	<b>\$ 1,803,737</b>	<b>14%</b>	<b>\$ 14,421,315</b>	<b>\$ 1,803,737</b>	
<b>Ending Fund Balance</b>	<b>\$ 12,617,579</b>	<b>\$ 14,402,890</b>	<b>\$ 14,421,315</b>	<b>\$ 14,402,315</b>	<b>\$ (19,000)</b>	<b>0%</b>	<b>\$ 14,402,315</b>	<b>\$ (19,000)</b>	
<b>COMPONENTS OF ENDING FUND BALANCE:</b>									
Reserve Requirement	\$ 6,535,815	\$ 6,535,815	\$ 6,535,815	\$ 6,535,815	\$ -	0%	\$ 6,535,815	\$ -	No use of reserves
Capitalized Interest	677,750	-	-	-	-	0%	-	-	
Surplus Fund (Max Surplus \$7,866,500)	5,404,014	7,866,500	7,866,500	7,866,500	-	0%	7,866,500	-	At max surplus
Bond Fund	-	575	19,000	-	(19,000)	-100%	-	(19,000)	
<b>Total Components of Ending Fund Balance</b>	<b>\$ 12,617,579</b>	<b>\$ 14,402,890</b>	<b>\$ 14,421,315</b>	<b>\$ 14,402,315</b>	<b>\$ (19,000)</b>	<b>0%</b>	<b>\$ 14,402,315</b>	<b>\$ (19,000)</b>	

BASELINE METROPOLITAN DISTRICT NO. 1							
STATEMENT OF REVENUES & EXPENDITURES							
CAPITAL PROJECTS FUND							
	(a)	(b)	(c)	(d)	(d-c)	(e)	
	2022	2023	2023	2024	Year to Year		
	Unaudited	Adopted	Projected	Proposed	Budget	%	
Revenues	Actual	Budget	Actual	Budget	Variance	Variance	2024 Comments
Capital Advances - LDA	\$ 6,039,838	\$ 26,714,918	\$ 4,850,816	\$ 31,484,531	\$ 26,633,715	549%	
Capital Advances - Other	3,325,898	1,521,960	-	-	-	0%	
Capital Reimbursements	581,142	6,590,276	880,227	5,749,192	4,868,965	553%	Waterline Reimb. 160th/Sheridan/Southlands
MGDA - Use Fee	1,045,011	524,250	524,250	2,380,095	1,855,845	354%	454 permits @ 450k: 2.33% tax rate
MGDA - SEF Fee	-	72,000	160,000	99,900	(60,100)	-38%	111 CO's @ 1800 sq ft
Interest and Other Income	296,626	2,500	785,000	2,500	(782,500)	-100%	
<b>Total Revenues</b>	<b>\$ 11,288,514</b>	<b>\$ 35,425,904</b>	<b>\$ 7,200,293</b>	<b>\$ 39,716,218</b>	<b>\$ 32,515,925</b>	<b>452%</b>	
<b>Expenditures</b>							
Capital Outlay-Infrastructure							
District Management (PCGI Gen. Cap.)	\$ 51,660	\$ 50,000	\$ 30,000	\$ 49,920	\$ 19,920	66%	General Capital - PCGI
District Planning/Engineering Mgmt (MRES Gen Cap)	43,902	40,000	20,000	40,000	20,000	100%	General Capital - MRES
District Planning/Engineering (Gen Cap)	160,093	300,000	100,000	150,000	50,000	50%	General Capital - Engineering
District Erosion Control (General Capital)	-	-	100,000	150,000	50,000	50%	General Capital - Erosion Control
Sheridan Parkway Phase 1	85,766	112,842	160,810	89,930	(70,880)	-44%	Warranty (Committed)
Parkside West (Phase 1)	9,834,394	2,435,723	3,324,998	2,119,394	(1,205,604)	-36%	Construction (Committed)
Preble Creek Drainage	323,384	7,216	21,872	-	(21,872)	-100%	Warranty (Committed)
Linear Park Phase 1 (Big Green)	8,861	2,171,174	180,638	2,642,310	2,461,672	1363%	Design (Committed)
Monumentation Phase 1	665	6,026	4,166	3,226	(940)	-23%	Warranty (Committed)
Preble Creek Median Landscaping	50,146	15,007	24,896	-	(24,896)	-100%	Budget Closeout
Center Street District	113,305	1,290,000	69,978	2,396,718	2,326,740	3325%	Design (Committed)
Southeast Industrial	254,046	66,578	48,923	132,114	83,191	170%	Warranty (Committed)
West Sheridan Residential (Phase 2)	1,479,558	1,235,676	1,198,562	602,465	(596,097)	-50%	Warranty (Committed)
Southlands	346,993	15,953,630	50,031	18,267,576	18,217,545	36413%	Construction (Committed)
Linear Park Phase 2 & Drainage	328,010	4,415,545	245,190	3,755,574	3,510,384	1432%	Construction (Committed)
160th Avenue	509,636	7,565,018	3,505,213	1,120,000	(2,385,213)	-68%	Construction (Committed)
Sheridan Parkway Phase 2	380,790	4,872,263	1,363,523	4,299,788	2,936,265	215%	Construction (Committed)
Monumentation Phase 2	170,495	9,798	20,957	9,798	(11,159)	-53%	Warranty (Committed)
Filing 2 Replat C Ph 3 (Flex Industrial 3/4)	448,904	56,959	772,528	251,619	(520,909)	-67%	Warranty (Committed)
Parkside West (Phase 3)	260,238	7,993,417	473,065	11,494,124	11,021,059	2330%	Construction (Committed)
Huron Street (Design)	156,668	300,000	8,640	1,634,693	1,626,053	18820%	Design (Committed)
Linear Park Phase 4	11,300	434,348	242,059	242,059	-	0%	Design (Committed)
Parkside West (Phase 2)	2,601,653	5,118,303	2,647,855	3,681,029	1,033,174	39%	Construction (Committed)
Linear Park Phase 3	-	-	-	517,860	517,860	100%	Design (Committed)
Monumentation Phase 3	-	-	35,388	238,040	202,652	573%	Construction (Committed)
2023 Seeding and Track Establishment	-	-	210,000	-	(210,000)	-100%	Budget Closeout
2024 Seeding and Track Establishment	-	-	-	150,000	150,000	100%	
West Sheridan Residential (Phase 1)	52,210	-	96,845	-	(96,845)	-100%	Budget Closeout
Baseline Rd (Hwy 7) Frontage Landscape (Tract TT)	11,093	-	26,338	-	(26,338)	-100%	Budget Closeout
Parkside East Intracts Design	-	-	-	855,633	855,633	100%	Design
Creative Office Offsites Design	-	-	-	500,000	500,000	100%	Design
Sanitary Sewer Trunk Line	128,301	44,650	-	-	-	0%	Project Complete
Alcott Way Phase 2	24,000	-	-	-	-	0%	Project Complete
Water Main (16th/Sheridan)	-	1,406,766	-	-	-	0%	
Water Main (Southlands)	-	2,058,735	-	-	-	0%	
<b>Total Expenditures</b>	<b>\$ 17,836,072</b>	<b>\$ 57,959,674</b>	<b>\$ 14,982,475</b>	<b>\$ 55,393,870</b>	<b>\$ 40,411,395</b>	<b>270%</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (6,547,558)</b>	<b>\$ (22,533,770)</b>	<b>\$ (7,782,182)</b>	<b>\$ (15,677,652)</b>	<b>\$ (7,895,470)</b>	<b>101%</b>	
<b>Beginning Fund Balance</b>	<b>31,024,126</b>	<b>22,533,770</b>	<b>24,476,568</b>	<b>16,694,386</b>	<b>(7,782,182)</b>	<b>-32%</b>	
<b>Ending Fund Balance</b>	<b>\$ 24,476,568</b>	<b>\$ -</b>	<b>\$ 16,694,386</b>	<b>\$ 1,016,734</b>	<b>\$ (15,677,652)</b>	<b>-94%</b>	



BASELINE METROPOLITAN DISTRICT NO. 2									
STATEMENT OF REVENUES & EXPENDITURES									
GENERAL FUND									
	(a)	(b)	(c)	(d)	(d-c)	(e)	(f)	(f-c)	
	2022	2023	2023	2024	Year to Year	%	2024	Year to Year	
	Unaudited	Adopted	Projected	Proposed	Budget	Variance	Proposed	Budget	
	Actual	Budget	Actual	Budget	Variance	Variance	Budget	Variance	
				HH Fails	HH Fails		HH Passes	HH Passes	2024 Comments
<b>Revenues</b>									
Property Taxes	\$ 6,831	\$ 5,006	\$ 5,296	\$ 2,531	\$ (2,765)	-52%	\$ 2,531	\$ (2,765)	See mill levy table
Specific Ownership Tax	130,346	46,195	115,000	160,000	45,000	39%	160,000	45,000	7% of gross property tax
Interest & Other Income	-	-	-	-	-	0%	-	-	Allowance
<b>Total Revenues</b>	<b>\$ 137,177</b>	<b>\$ 51,201</b>	<b>\$ 120,296</b>	<b>\$ 162,531</b>	<b>\$ 42,235</b>	<b>35%</b>	<b>\$ 162,531</b>	<b>\$ 42,235</b>	
<b>Expenditures</b>									
Transfer to District # 1	\$ 137,075	\$ 51,126	\$ 120,194	\$ 162,493	\$ 42,299	35%	\$ 162,493	\$ 42,299	
Treasurer's Fee	102	75	102	38	(64)	-63%	38	(64)	1.5% of property tax
Contingency	-	-	-	-	-	0%	-	-	Allowance
<b>Total Operating Expenditures</b>	<b>\$ 137,177</b>	<b>\$ 51,201</b>	<b>\$ 120,296</b>	<b>\$ 162,531</b>	<b>\$ 42,235</b>	<b>35%</b>	<b>\$ 162,531</b>	<b>\$ 42,235</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Mill Levy</b>									
Operating	0.000	0.000	0.000	0.000	0.000	0%	0.000	0.000	50 mills adjusted
Debt Service	45.000	45.000	45.000	46.774	1.774	4%	46.857	1.857	
<b>Total Mill Levy</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>	<b>0.000</b>	<b>0%</b>	<b>45.000</b>	<b>0.000</b>	
<b>Assessed Value</b>	<b>\$ 149,504</b>	<b>\$ 111,235</b>	<b>\$ 111,235</b>	<b>\$ 54,107</b>	<b>\$ (57,128)</b>	<b>-51%</b>	<b>\$ 54,010</b>	<b>\$ (57,225)</b>	Preliminary as of 9/15
<b>Property Tax Revenue</b>									
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Debt Service	6,728	5,006	5,006	2,531	(2,475)	-49%	2,531	(2,475)	
<b>Total Property Tax Revenue</b>	<b>\$ 6,728</b>	<b>\$ 5,006</b>	<b>\$ 5,006</b>	<b>\$ 2,531</b>	<b>\$ (2,475)</b>	<b>-49%</b>	<b>\$ 2,430</b>	<b>\$ (2,575)</b>	

BASELINE METROPOLITAN DISTRICT NO. 3									
STATEMENT OF REVENUES & EXPENDITURES									
GENERAL FUND									
	(a)	(b)	(c)	(d)	(d-c)	(e)	(f)	(f-c)	
	2022	2023	2023	2024	Year to Year	%	2024	Year to Year	
	Unaudited	Adopted	Projected	Proposed	Budget	Variance	Proposed	Budget	
	Actual	Budget	Actual	Budget	Variance	Variance	Budget	Variance	
Revenues				HH Fails	HH Fails		HH Passes	HH Passes	2024 Comments
Property Taxes	\$ 192	\$ 1,955	\$ 2,402	\$ 1,842	\$ (560)	-23%	\$ 1,716	\$ (686)	See mill levy table
Specific Ownership Tax	24,058	15,863	39,000	55,000	16,000	41%	55,000	16,000	7% of gross property tax
Interest & Other Income	-	1,000	137	1,000	863	630%	1,000	863	Allowance
<b>Total Revenues</b>	<b>\$ 24,250</b>	<b>\$ 18,818</b>	<b>\$ 41,539</b>	<b>\$ 57,842</b>	<b>\$ 16,303</b>	<b>39%</b>	<b>\$ 57,716</b>	<b>\$ 16,177</b>	
<b>Expenditures</b>									
Transfer to District # 1	\$ 24,228	\$ 17,789	\$ 41,510	\$ 56,814	\$ 15,304	37%	\$ 56,690	\$ 15,180	
Treasurer's Fee	22	29	29	28	(1)	-3%	26	(3)	1.5% of property tax
Contingency	-	1,000	-	1,000	1,000	100%	1,000	1,000	Allowance
<b>Total Operating Expenditures</b>	<b>\$ 24,250</b>	<b>\$ 18,818</b>	<b>\$ 41,539</b>	<b>\$ 57,842</b>	<b>\$ 16,303</b>	<b>39%</b>	<b>\$ 57,716</b>	<b>\$ 16,177</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Beginning Fund Balance</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Ending Fund Balance</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Mill Levy</b>									
Operating	0.000	0.000	0.000	0.000	0.000	0%	0.000	0.000	
Debt Service	50.219	51.667	51.667	52.910	1.243	2%	53.289	1.622	50 mills adjusted
<b>Total Mill Levy</b>	<b>50.219</b>	<b>51.667</b>	<b>51.667</b>	<b>52.910</b>	<b>1.243</b>	<b>2%</b>	<b>53.289</b>	<b>1.622</b>	
<b>Assessed Value</b>	<b>\$ 25,651</b>	<b>\$ 37,829</b>	<b>\$ 37,829</b>	<b>\$ 34,818</b>	<b>\$ (3,011)</b>	<b>-8%</b>	<b>\$ 32,202</b>	<b>\$ (5,627)</b>	Preliminary as of 9/15
<b>Property Tax Revenue</b>									
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Debt Service	1,288	1,955	1,955	1,842	(112)	-6%	1,716	(238)	
<b>Total Property Tax Revenue</b>	<b>\$ 1,288</b>	<b>\$ 1,955</b>	<b>\$ 1,955</b>	<b>\$ 1,842</b>	<b>\$ (112)</b>	<b>-6%</b>	<b>\$ 1,716</b>	<b>\$ (238)</b>	

BASELINE METROPOLITAN DISTRICT NO. 4									
STATEMENT OF REVENUES & EXPENDITURES									
GENERAL FUND									
	(a)	(b)	(c)	(d)	(d-c)	(e)	(f)	(f-c)	
	2022	2023	2023	2024	Year to Year		2024	Year to Year	
	Unaudited	Adopted	Projected	Proposed	Budget	%	Proposed	Budget	
	Actual	Budget	Actual	Budget	Variance	Variance	Budget	Variance	
Revenues				HH Fails	HH Fails		HH Passes	HH Passes	2024 Comments
Property Taxes	\$ 12,575	\$ 41,740	\$ 41,751	\$ 54,219	\$ 12,468	30%	\$ 54,205	\$ 12,454	See mill levy table
Specific Ownership Tax	3,026	21,430	14,150	21,430	7,280	51%	21,430	7,280	7% of gross property tax
Interest & Other Income	-	-	-	1,000	1,000	100%	1,000	1,000	Allowance
<b>Total Revenues</b>	<b>\$ 15,601</b>	<b>\$ 63,170</b>	<b>\$ 55,901</b>	<b>\$ 76,649</b>	<b>\$ 20,748</b>	<b>37%</b>	<b>\$ 76,635</b>	<b>\$ 20,734</b>	
<b>Expenditures</b>									
Transfer to District # 1	\$ 15,412	\$ 62,544	\$ 55,275	\$ 74,836	\$ 19,561	35%	\$ 74,822	\$ 19,547	
Treasurer's Fee	189	626	626	813	187	30%	813	187	1.5% of property tax
Contingency	-	-	-	1,000	1,000	100%	1,000	1,000	Allowance
<b>Total Operating Expenditures</b>	<b>\$ 15,601</b>	<b>\$ 63,170</b>	<b>\$ 55,901</b>	<b>\$ 76,649</b>	<b>\$ 20,748</b>	<b>37%</b>	<b>\$ 76,635</b>	<b>\$ 20,734</b>	
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
<b>Mill Levy</b>									
Operating	0.000	0.000	0.000	0.000	0.000	0%	0.000	0.000	
Debt Service	15.000	15.000	15.000	15.591	0.591	4%	15.619	0.619	15 mills adjusted
<b>Total Mill Levy</b>	<b>15.000</b>	<b>15.000</b>	<b>15.000</b>	<b>15.591</b>	<b>0.591</b>	<b>4%</b>	<b>15.619</b>	<b>0.619</b>	
Assessed Value	\$ 838,240	\$ 2,782,646	\$ 2,782,646	\$ 3,477,597	\$ 694,951	25%	\$ 3,470,437	\$ 687,791	Preliminary as of 9/15
<b>Property Tax Revenue</b>									
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Debt Service	12,574	41,740	41,740	54,219	12,480	30%	54,205	12,465	
<b>Total Property Tax Revenue</b>	<b>\$ 12,574</b>	<b>\$ 41,740</b>	<b>\$ 41,740</b>	<b>\$ 54,219</b>	<b>\$ 12,480</b>	<b>30%</b>	<b>\$ 54,205</b>	<b>\$ 12,465</b>	

BASELINE METROPOLITAN DISTRICT NO. 5													
STATEMENT OF REVENUES & EXPENDITURES													
GENERAL FUND													
	(a)	(b)	(c)	(d)	(d-c)	(e)							
	2022	2023	2023	2024	Year to Year	%							
	Unaudited	Adopted	Projected	Proposed	Budget								
	Actual	Budget	Actual	Budget	Variance	%							
				HH Fails	HH Fails								
<b>Revenues</b>												<b>2024 Comments</b>	
Property Taxes	\$ -	\$ 1	\$ 1	\$ 1	\$ -	0%						See mill levy table	
Specific Ownership Tax	-	-	-	-	-	0%						7% of gross property tax	
Interest & Other Income	-	-	-	100	100	100%						Allowance	
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 101</b>	<b>\$ 100</b>	<b>10000%</b>							
<b>Expenditures</b>													
Transfer to District # 1	\$ -	\$ 1	\$ 1	\$ 1	\$ -	0%							
Treasurer's Fee	-	-	-	-	-	0%						1.5% of property tax	
Contingency	-	-	-	100	100	100%						Allowance	
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 101</b>	<b>\$ 100</b>	<b>10000%</b>							
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>							
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>							
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>							
<b>Mill Levy</b>													
Operating	0.000	0.000	0.000	0.000	0.000	0%							
Contractual Obligations	15.000	15.000	15.000	16.478	1.478	10%						15 mills adjusted	
<b>Total Mill Levy</b>	<b>15.000</b>	<b>15.000</b>	<b>15.000</b>	<b>16.478</b>	<b>1.478</b>	<b>10%</b>							
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ -</b>	<b>0%</b>							
<b>Property Tax Revenue</b>													
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%							
Contractual Obligations	1	1	1	1	-	0%							
<b>Total Property Tax Revenue</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>0%</b>							

BASELINE METROPOLITAN DISTRICT NO. 6							
STATEMENT OF REVENUES & EXPENDITURES							
GENERAL FUND							
	(a)	(b)	(c)	(d)	(d-c)	(e)	
	2022	2023	2023	2024	Year to Year	%	
	Unaudited	Adopted	Projected	Proposed	Budget		
	Actual	Budget	Actual	Budget	Variance	Variance	
				HH Fails	HH Fails		<u>2024 Comments</u>
<b>Revenues</b>							
Property Taxes	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	See mill levy table
Specific Ownership Tax	-	-	-	-	-	0%	7% of gross property tax
Interest & Other Income	-	-	-	100	100	100%	Allowance
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>5000%</b>	
<b>Expenditures</b>							
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	
Treasurer's Fee	-	-	-	-	-	0%	1.5% of property tax
Contingency	-	-	-	100	100	100%	Allowance
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>5000%</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Mill Levy</b>							
Operating	0.000	0.000	0.000	0.000	0.000	0%	
Contractual Obligations	45.000	45.000	45.000	49.433	4.433	10%	45 mills adjusted
<b>Total Mill Levy</b>	<b>45.000</b>	<b>45.000</b>	<b>45.000</b>	<b>49.433</b>	<b>4.433</b>	<b>10%</b>	
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ -</b>	<b>0%</b>	Preliminary as of 9/15
<b>Property Tax Revenue</b>							
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
Contractual Obligations	2	2	2	2	-	0%	
<b>Total Property Tax Revenue</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>0%</b>	

BASELINE METROPOLITAN DISTRICT NO. 7							
STATEMENT OF REVENUES & EXPENDITURES							
GENERAL FUND							
	(a)	(b)	(c)	(d)	(d-c)	(e)	
	2022	2023	2023	2024	Year to Year	%	
	Unaudited	Adopted	Projected	Proposed	Budget		
	Actual	Budget	Actual	Budget	Variance	Variance	
				HH Fails	HH Fails		<u>2024 Comments</u>
<b>Revenues</b>							
Property Taxes	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	See mill levy table
Specific Ownership Tax	-	-	-	-	-	0%	7% of gross property tax
Interest & Other Income	-	-	-	100	100	100%	Allowance
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>4552%</b>	
<b>Expenditures</b>							
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	
Treasurer's Fee	-	-	-	-	-	0%	1.5% of property tax
Contingency	-	-	-	100	100	100%	Allowance
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>4552%</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Mill Levy</b>							
Operating	0.000	0.000	0.000	0.000	0.000	0%	
Contractual Obligations	0.000	50.000	50.000	54.926	4.926	10%	50 mills adjusted
<b>Total Mill Levy</b>	<b>0.000</b>	<b>50.000</b>	<b>50.000</b>	<b>54.926</b>	<b>4.926</b>	<b>10%</b>	
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ -</b>	<b>0%</b>	Preliminary as of 9/15
<b>Property Tax Revenue</b>							
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
Contractual Obligations	-	2	2	2	-	0%	
<b>Total Property Tax Revenue</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>0%</b>	

BASELINE METROPOLITAN DISTRICT NO. 8							
STATEMENT OF REVENUES & EXPENDITURES							
GENERAL FUND							
	(a)	(b)	(c)	(d)	(d-c)	(e)	
	2022	2023	2023	2024	Year to Year	%	
	Unaudited	Adopted	Projected	Proposed	Budget		
	Actual	Budget	Actual	Budget	Variance	Variance	
				HH Fails	HH Fails		<u>2024 Comments</u>
<b>Revenues</b>							
Property Taxes	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	See mill levy table
Specific Ownership Tax	-	-	-	-	-	0%	7% of gross property tax
Interest & Other Income	-	-	-	100	100	100%	Allowance
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>5000%</b>	
<b>Expenditures</b>							
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	
Treasurer's Fee	-	-	-	-	-	0%	1.5% of property tax
Contingency	-	-	-	100	100	100%	Allowance
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>5000%</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Mill Levy</b>							
Operating	0.000	0.000	0.000	0.000	0.000	0%	
Contractual Obligations	15.000	45.000	45.000	49.433	4.433	10%	45 mills adjusted
<b>Total Mill Levy</b>	<b>15.000</b>	<b>45.000</b>	<b>45.000</b>	<b>49.433</b>	<b>4.433</b>	<b>10%</b>	
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ -</b>	<b>0%</b>	Preliminary as of 9/15
<b>Property Tax Revenue</b>							
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
Contractual Obligations	1	2	2	2	-	0%	
<b>Total Property Tax Revenue</b>	<b>\$ 1</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>0%</b>	

BASELINE METROPOLITAN DISTRICT NO. 9							
STATEMENT OF REVENUES & EXPENDITURES							
GENERAL FUND							
	(a)	(b)	(c)	(d)	(d-c)	(e)	
	2022	2023	2023	2024	Year to Year	%	
	Unaudited	Adopted	Projected	Proposed	Budget		
	Actual	Budget	Actual	Budget	Variance	Variance	
				HH Fails	HH Fails		<u>2024 Comments</u>
<b>Revenues</b>							
Property Taxes	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	See mill levy table
Specific Ownership Tax	-	-	-	-	-	0%	7% of gross property tax
Interest & Other Income	-	-	-	100	100	100%	Allowance
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>5000%</b>	
<b>Expenditures</b>							
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ 2	\$ -	0%	
Treasurer's Fee	-	-	-	-	-	0%	1.5% of property tax
Contingency	-	-	-	100	100	100%	Allowance
<b>Total Operating Expenditures</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 102</b>	<b>\$ 100</b>	<b>5000%</b>	
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	
<b>Mill Levy</b>							
Operating	0.00	0.00	0.00	0.000	0.000	0%	
Contractual Obligations	42.00	50.000	50.000	54.926	4.926	10%	50 mills adjusted
<b>Total Mill Levy</b>	<b>42.000</b>	<b>50.000</b>	<b>50.000</b>	<b>54.926</b>	<b>4.926</b>	<b>10%</b>	
<b>Assessed Value</b>	<b>\$ 50</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ 40</b>	<b>\$ -</b>	<b>0%</b>	Preliminary as of 9/15
<b>Property Tax Revenue</b>							
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
Contractual Obligations	2	2	2	2	-	0%	
<b>Total Property Tax Revenue</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>0%</b>	



## LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made and entered into as of the 25<sup>th</sup> day of October, 2023 (the "Effective Date"), by and between BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Pinnacle Consulting Group, Inc., 550 W Eisenhower Boulevard, Loveland, CO 80537 ("Licensor"), and BOULDER CREEK BASELINE, LLC, a Colorado limited liability company, whose address is 712 Main St, Louisville, CO 80027. ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Subject to the conditions set forth in Paragraph 6 of this License, Licensor hereby grants to Licensee, its agents, successors, and assigns, a temporary, revocable, non-exclusive license (the "License") for the construction, installation, use, maintenance, repair, and removal of an entry driveway (the "Improvements") in, to, through, over, and across Licensor's property located in the City and County of Broomfield, Colorado, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"). Licensee agrees to maintain and operate the Improvements in good repair at its sole cost and expense at all times.

2. Licensee shall not make any physical alterations to the Property beyond those necessary for the purposes of this License. Licensee shall not disturb or interfere with any of Licensor's operations or activities on the Property.

3. This Agreement shall begin on the Effective Date and shall continue in force and effect until December 31, 2024, or the License is terminated by Licensee upon written notice to Licensor at Licensor's above address, whichever occurs first; provided, however, Licensee may extend this License, prior to termination, for up to six months upon written notice to Licensor. Upon termination, Licensee shall complete all required restoration of the Property and shall be allowed to access the Property to perform the restoration work pursuant to Section 6 this Agreement.

4. Licensor licenses the Property to Licensee in its present condition, as is, without warranty or representation. This License is subject to all other easements, rights-of-way and other property interests of record. Licensor reserves the right to grant further interests in the Property so long as such interests are not inconsistent with or do not unreasonably interfere with Licensee's use of the Property, such determination to be made by Licensor in its reasonable discretion.

5. Licensee shall obtain all necessary licenses, permits, and approvals for constructing, installing and maintaining the Improvements. Licensee shall comply with all applicable laws, ordinance, rules and regulations pertaining to Licensee's use of the Property during the term of this Agreement.

6. Licensee shall install irrigation sleeves on the Property prior to installing the Improvements. Upon completion of its activities hereunder, Licensee, at its sole cost and expense,

shall remove the Improvements and restore the Property to the pre-planned design conditions, including, without limitation, the installation of fescue turf, buffalo grass and trees, which shall be consistent with landscaping installed on the property adjacent to the Property. Prior to restoration, Licensee shall obtain from Licensor the final design conditions required for the Property. If Licensee fails to restore the Property or fails to restore the Property consistent with the design conditions, Licensor, in addition to such other remedies as Licensor may have available by law, shall have the right to engage in "self-help" actions to restore and repair the Property and surrounding area as provided in this Paragraph 6 upon ten (10) day notice to Licensor, the costs of which shall be paid or reimbursed by Licensee within thirty (30) days of Licensor invoicing Licensee for such costs.

7. Licensee shall ensure that no refuse, hazardous waste or hazardous material will be disposed on the Property as a result of the construction, installation, use, operation, maintenance, repair, and removal of the Improvements. Licensee shall be responsible for correcting, at its sole cost and expense, any environmental damage or other hazardous conditions to or on the Property due to the construction, installation, use, operation, maintenance, repair, and removal of the Improvements and shall be responsible for the payment of any and all fees, fines, penalties or other charges that may be imposed by any governmental agency for Licensee's operation and use of the Improvements on the Property.

8. Licensee shall indemnify, defend and hold harmless Licensor and its directors, employees, agents and consultants (collectively the "Indemnitees"), 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 of, by, or with respect to, third parties to the extent they arise or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Licensee or any of its contractors, agents or employees, in connection with this Agreement or the License provided hereunder or that cause or allow to continue a condition or event that deprives the Indemnitees, as applicable, of sovereign immunity under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the Licensee shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement.

9. Licensee and its contractors, employees, and agents that will access the Property pursuant to this Agreement shall secure and maintain for the term of this Agreement adequate statutory workers' compensation insurance coverage and comprehensive general liability insurance in the aggregate amount of \$2,000,000 from companies licensed in the State of Colorado as will protect itself and the Indemnitees from claims for bodily injury, death, personal injury or property damage which may arise out of or result from Licensee's acts, errors or omissions. Such insurance coverage shall be acceptable to Licensor in its sole discretion, and to evidence the required insurance coverage. Copies of certificates of insurance shall be furnished to Licensor.

10. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute hereunder shall lie in the District Court in the City and County of Broomfield, Colorado.

12. Licensee may not assign this Agreement without the prior written consent of Licensor.

13. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

14. Nothing herein or any actions taken by Licensor pursuant to this Agreement shall be deemed a waiver of Licensor's sovereign immunity pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

15. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

(Remainder of Page Intentionally Left Blank.)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be as of the Effective Date.

**LICENSOR:**

BASELINE METROPOLITAN DISTRICT NO. 1

By: Kim L. Perry

Its: President

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF LARIMER         )

The foregoing License Agreement was acknowledged before me this \_\_ day of \_\_\_\_\_, 2023, by Kim L. Perry as President of BASELINE METROPOLITAN DISTRICT NO. 1.

WITNESS my hand and official seal.


My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

LICENSEE:

BOULDER CREEK BASELINE, LLC,  
a Colorado limited liability company

  
By: Steven A. Erickson  
Its: Authorized Signer

STATE OF COLORADO                )  
  )  
  ) ss.  
COUNTY OF Boulder            )

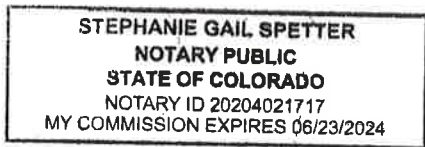
The foregoing License Agreement was acknowledged before me this 20<sup>th</sup> day of October 2023, by Steven A. Erickson as Authorized Signer of BOULDER CREEK BASELINE, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 06/23/2024

(SEAL)

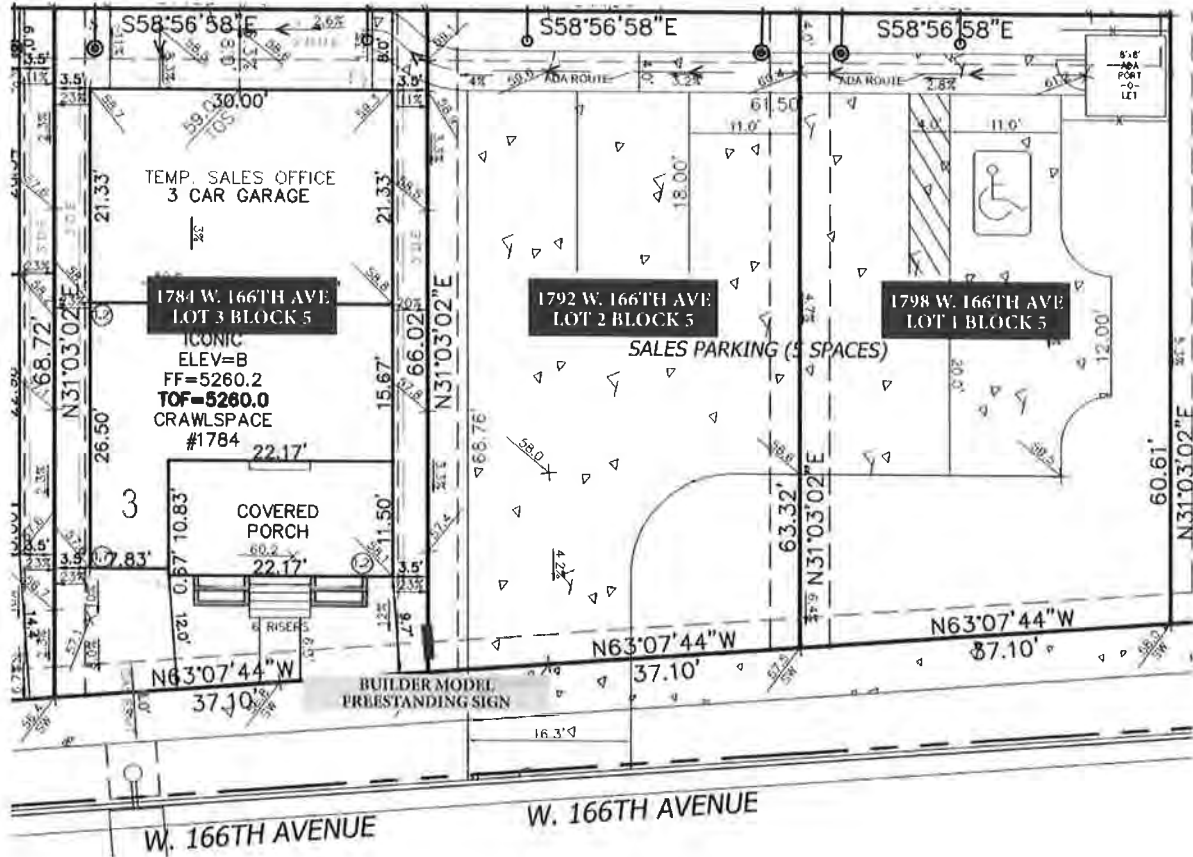
  
Notary Public



### EXHIBIT A

#### Description and Depiction of the Property

That portion of Block 5, Tract Q, North Park Filing No 2 Replat D, City and County of Broomfield, State of Colorado, highlighted in yellow below.



**CITY AND COUNTY OF BROOMFIELD IMPROVEMENT AND MAINTENANCE  
AGREEMENT FOR THE PREBLE CREEK DRAINAGEWAY**

THIS AGREEMENT (this “**Agreement**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and among The CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county (the “**City**”); MCWHINNEY CCOB LAND INVESTMENTS, LLC, a Colorado limited liability company (the “**McWhinney**”); NP DEVELOPMENT, INC., a Colorado corporation (“**Developer**”); POUUDRE VALLEY HEALTH CARE, INC., a Colorado nonprofit corporation, d/b/a POUUDRE VALLEY HEALTH SYSTEM (“**UCHealth**”); and BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of Colorado (the “**District**”). City, McWhinney, Developer and UCHealth may be referred to herein individually as a “**Party**” and collectively, the “**Parties**.”

**WITNESSETH:**

WHEREAS, the Preble Creek drainageway is the location and route in which surface water collects then meanders through the Baseline mixed use project (the “**Baseline Project**”) from Highway 7 in an southwesterly direction to West 160<sup>th</sup> Avenue situated in the City and County of Broomfield, the description of which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Preble Creek Drainageway**”);

WHEREAS, McWhinney is the owner of certain parcels of real property (the “**McWhinney Property**”) situated in the City and County of Broomfield in which a portion of the Preble Creek Drainageway crosses through the McWhinney Property at the location particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, UCHealth is the owner of that certain parcel of real property (the “**UCHealth Property**”) situated in the City and County of Broomfield in which a portion of the Preble Creek Drainageway crosses through the UCHealth Property at the location particularly described on Exhibit C attached hereto and incorporated herein by this reference;

WHEREAS, the City is the owner of that certain parcel of real property (the “**City Property**,” together with the McWhinney Property and UCHealth Property, the “**Property**”) situated in the City and County of Broomfield that lies south of West 160<sup>th</sup> Avenue, the description of which is more particularly described on Exhibit D attached hereto and incorporated herein by this reference;

WHEREAS, McWhinney, the City, the District and other parties entered into that certain Third North Park PUD Amended and Restated Managed Growth and Development Agreement, recorded in the official real property records of the City and County of Broomfield, Colorado (the “**Official Records**”) on April 29, 2021 at Reception No. 2021008627 (as the same may be amended from time to time, the “**MGDA**”), which contains responsibilities and obligations of the parties thereto relating to the financing, construction, operation and maintenance of certain storm drainage improvements within the Baseline development, including the McWhinney Property;

WHEREAS, the City acknowledges that the City, pursuant to Section 14.4 of the MGDA, is responsible for the installation of the Improvements (as defined below) needed to serve the Property and other real property within the Baseline Project, but Developer has caused the construction of the Phase 1 Improvements (as defined below) and Developer has agreed to cause the construction of the Phase 2 Improvements (as defined below);

WHEREAS, Developer has caused the completion of the grading and construction of the Preble Creek Phase 1 improvements (the “**Phase 1 Improvements**”) according to the specifications in the approved (a) Preble Creek Rough Grading North Park Filing No. 2 dated November 27, 2019, prepared by Matrix Design Group in Project No. 17.942.001, consisting of 54 sheets and (b) Preble Creek Stream Improvements North Park Filing No. 2 dated June 8, 2020, prepared by Matrix Design Group in Project No. 17.942.001, consisting of 31 sheets (collectively, the “**Phase 1 Construction Plans**”);

WHEREAS, pursuant to Section 15.4 of the Subdivision Improvement Agreement for North Park Filing No. 2, Replat F recorded in the Official Records on May 16, 2022 at Reception No. 2022006116, Developer agreed to construct, or cause the construction of, the Preble Creek Phase 2 improvements, including without limitation, the stormwater conveyance facilities, detention and inlet facilities, stormwater access facilities and associated improvements (the “**Phase 2 Improvements**”), which such Phase 2 Improvements are more particularly described in the Preble Creek Phase 2 – 100% Design, North Park Filing No. 2 dated August 29, 2023, prepared by Matrix Design Group in Project No. 21.953.029, consisting of 42 sheets, the coversheet of which is attached hereto as Exhibit E and incorporated herein by this reference (collectively, the “**Phase 2 Construction Plans**”); and

WHEREAS, the Developer agreed to construct, or cause the construction of, a storm sewer system entering and exiting the stormwater detention and/or water quality facilities, including the gutter pans, clearing of debris at water quality outlets, and removal of sediment from water quality facilities and gutters, and other related improvements on Pond 112 within the area more particularly described on Exhibit G attached hereto and incorporated herein by this reference (the “**Pond 112 Improvements**”, together with Phase 1 Improvements and Phase 2 Improvements, the “**Improvements**”) pursuant to construction plans for the Pond 112 Improvements (the “**Pond 112 Construction Plans**,” together with the Phase 1 Construction Plans and the Phase 2 Construction Plans, the “**Construction Plans**”); and

NOW, THEREFORE, in consideration of the premises cited hereinabove and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

## **1.0 Improvements.**

1.1 Construction. Pursuant to Section 14.1 of the MGDA, the Developer has caused the District, and the District has agreed to, design, furnish, install and construct, at its own expense, the Improvements on the Property, in accordance with the Construction Plans and the



District shall be reimbursed for the Eligible Costs (as defined in the MGDA) associated with designing and constructing the Improvements, which are Eligible Public Improvements (as such term is defined in the MGDA).

1.2 Maintenance. Upon completing construction of the Improvements, the District shall maintain the Improvements in accordance with all regulations imposed by the City or any other entity with jurisdiction over the maintenance of such Improvements and Section 5 below.

1.3 Ownership. Within thirty (30) days of completing construction of the Improvements, the City shall decide on a case-by-case basis in accordance with Section 14.3 of the MGDA, which Improvements shall be dedicated to the City by the District. Any Improvements not dedicated to the City shall be retained by the District for ownership.

## **2.0 Rights-of-way and Easements.**

2.1 Generally. Before commencing construction of any Improvements herein agreed upon, Developer shall acquire from McWhinney and UCHealth, at its own expense, good and sufficient title to rights-of-way and easements for the benefit of the City, its contractors, and its agents (the “**ROW/Easements**”), free and clear of any liens or encumbrances that materially impact the City’s use of the Preble Creek Drainageway and the ROW/Easements, on all lands and facilities, if any, traversed by the proposed Improvements and within the portion of the Preble Creek Drainageway on the Property, except to the extent the City is responsible for such acquisition of the ROW/Easements located outside of the Property, if any, pursuant to other agreements approved and executed by the parties. Subject to the provisions of the MGDA, all such easements, except those that will remain private or will be conveyed to the District or other entity as approved by the City Manager, shall be furnished to the City for recording. A policy of title insurance insuring title in the City may be required by the City, and the Developer shall pay the premium for such title insurance policy.

2.2 City Grant Easement to Developer – Pond 112. The City shall grant to the District, its agents and contractors, an access, construction and maintenance easement in substantial form and substance to the template easement attached hereto as Exhibit F or such other form as is acceptable to the city attorney (the “**Easement**”) for the construction of the Pond 112 Improvements located on the City Property. For the avoidance of doubt, the template Easement attached hereto as Exhibit F may be used as the form of easement for other provisions of this Agreement.

**3.0 Engineering Services**. The District shall furnish, at its own expense, all engineering services required for the Property and to construct the Improvements.

3.1 Engineering services shall be performed by a professional engineer registered in the State of Colorado. Such engineering services shall conform in all respects to the City’s Standards and Specifications.

3.2 Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, estimates, construction supervision, and the furnishing of necessary documents in connection therewith. All engineering plans shall be submitted for review by, and be subject to the stamped acceptance by the city and county engineer. The city and county engineer's review and acceptance does not relieve Developer or the District, or the District's engineer of the responsibility for design and construction of the Improvements.

#### **4.0 Liability.**

##### **4.1 Release of Liability.**

(a) To the extent permitted by law and subject to and limited by the provisions of Section 4.4 hereof, the District, shall indemnify and hold harmless the City and UCHealth from any and all suits, actions, and claims of every nature and description caused by, arising from, or on account of any act or omission of the District, or of any other person or entity for whose act or omission the District is liable, with respect to the design, installation, construction and maintenance of the Improvements on the Property; and, subject to and as limited by the provisions of Section 4.4 hereof, the District shall pay any and all judgments rendered against the City and/or UCHealth (as applicable) as a result of any suit, action, or claim together with all reasonable expenses and attorney's fees incurred by the City and/or UCHealth (as applicable) in defending any such suit, action, or claim. The District shall cause all contractors and other employees engaged in construction of Improvements to maintain adequate workmen's compensation insurance and public liability coverage and comply with the provisions of the Federal Occupational Safety and Health Act.

(b) The Developer shall indemnify and hold harmless the City from any and all suits, actions, and claims of every nature and description caused by, arising from, or on account of any act or omission of the Developer solely with respect the Developer's activities on or ownership of the McWhinney Property; and the Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim together with all reasonable expenses and attorney's fees incurred by the City in defending any such suit, action, or claim.

4.2 Drainage Liability. To the extent permitted by law and subject to and limited by the provisions of Section 4.4 hereof, the District shall indemnify and hold harmless the City for any liability the latter may have on account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the District's construction of the Pond 112 Improvements on the City Property. In addition, the District promises to reimburse the City for any and all costs including, but not limited to, reasonable attorney's fees that the City incurs in acquiring or condemning any rights-of-way or easements that the City is required to acquire or condemn or that the City is held to have acquired or condemned for drainage as a result of the construction of the Improvements on the City Property.

4.3 Tax Liability. McWhinney and UCHealth shall pay all of their respective real property taxes on property dedicated to the City or to the District to the extent such real property taxes are due as of the date of dedication or conveyance. McWhinney shall indemnify and hold

harmless the City and the District for any such real property tax liability due during McWhinney's ownership of the McWhinney Property that is dedicated to the City or District. UCHealth shall indemnify and hold harmless the City and the District for any such real property tax liability due during UCHealth's ownership of the UCHealth Property that is dedicated, if any, to the City or the District.

4.4 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 to the District or to the members of the governing body, officers, employees, servants, agents, or volunteers of the District, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

## 5.0 Maintenance.

5.1 Maintenance of the Improvements. Maintenance and operations of the Improvements by the District shall be conducted in accordance with all applicable statutes, the City's MS4 permit requirements, applicable legal requirements, ordinances and regulations to maintain such Improvements on the Property during their useful life. Maintenance of the Improvements shall include but not be limited to irrigation, routine landscaping, replacement of dead or diseased sod or other plants, mowing both native and irrigated grasses for aesthetics and weed control purposes, pruning, spraying of insecticides and fungicides, trash removal, sediment removal, repair, reconstruction, and replacement of the Improvements as necessary to meet the requirements of this Agreement and to ensure the Improvements remain in proper working condition. Maintenance of the Pond 112 Improvements shall also be subject to the provisions of Section 5.5 hereof.

5.2 Easements. McWhinney shall provide the District with an access and maintenance easement, in substantial form and substance of the Easement, across the McWhinney Property for the District to perform its construction, maintenance and operations of the Improvements pursuant to this Agreement. UCHealth shall provide the District with an access and maintenance easement, in substantial form and substance of the Easement, within the Preble Creek Drainageway located on UCHealth Property necessary for the District to perform its construction, maintenance and operations of the Improvements pursuant to this Agreement. The District shall make proper provisions for such maintenance and operations obligations each year and shall provide all personnel, equipment, and other services necessary to satisfactorily perform such maintenance and operation activities required by this Agreement.

5.3 Inspection. The District shall inspect the Improvements, at its own expense, at least once every calendar year and shall submit a post-inspection written inspection report to the City, if requested by the City. The inspections shall be conducted by a person experienced in the inspection of the Improvements.

5.4 Default. In the event the District fails to inspect, report, or properly maintain the Improvements, after written notice by the City of such deficiencies, the City may enter upon Preble Creek Drainageway and the ROW/Easements and take whatever steps the City deems necessary to maintain the Improvements. The District shall reimburse the City for such maintenance

and repair work including the reasonable cost of labor, equipment, supplies, and materials. If the City repairs any deficiencies, the City is under no obligation to maintain or repair the Improvements in the future.

5.5 Pond 112 – Ownership and Maintenance. Upon completing construction of the Pond 112 Improvements, unless otherwise dedicated to the City, which the City may decide on a case-by-case basis in accordance with Section 14.3 of the MGDA, the District shall own and maintain the Pond 112 Improvements. In the event the Pond 112 Improvements are dedicated to the City for the City to own, pursuant to Section 14.3 of the MGDA, the District shall maintain such Pond 112 Improvements in accordance with all regulations imposed by the City or any other entity with jurisdiction over the maintenance of such Pond 112 Improvements and the City shall grant an easement allowing for said maintenance to the District in substantial form and substance on the Easement. The City will maintain the remainder of the tract of land that is located outside of Pond 112 being the area the more particularly described on Exhibit H attached hereto and incorporated herein by this reference.

6.0 Recording of Agreement. This Agreement shall be recorded and shall be a covenant running with the Preble Creek Drainageway and the Property so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof.

7.0 Binding Effect. This Agreement shall be binding upon the heirs, successors, and assigns of the Parties hereto.

#### 8.0 Transfer or Assignments.

8.1 In the event of any sale or transfer from McWhinney to Developer and/or District, said sale or transfer shall be allowed without additional approval by the City, provided that any transfer or assignment of obligations between Owner and Developer and/or District is consistent with this Agreement. In the event of any other sale or transfer of any part of the Property, excluding any sale or transfer by UHealth of the UHealth Property, the seller or transferor and the buyer or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or sale, an agreement satisfactory to the City and County Manager, delineating and allocating between Developer and District, buyer or transferee the various rights and obligations of Developer or District under this Agreement, has been approved by the City and County Manager.

8.2 No Builder or Landowner shall be liable for, or required to perform, any obligation of the Developer in this Agreement, subdivision improvement agreement or in the MGDA and the obligations of Developer in this Agreement, subdivision improvement agreement and in the MGDA shall not run with any portion of the Baseline Project owned by a Builder or Landowner (except for transfers to the District). “**Builder**” means a Person who, in the ordinary course of such Person’s business purchases one or more platted lots within the Baseline Project from Developer for the purpose of constructing improvements thereon for sale to a Landowner. “**Person**” means any natural person, corporation, partnership, limited liability company, association, trust, or any other

person or entity recognized as being capable of owning real property under the laws of the State of Colorado. “**Landowner**” means an owner of a platted lot within the Baseline Project upon which such owner intends to construct improvements for its own use or use and/or sale to another person.

**9.0 Title, Authority, and Recognition of Existing Obligations.** McWhinney expressly warrants and represents to the City that it is the record owner in fee simple of the McWhinney Property, and further represents and warrants, together with the undersigned party or parties, that the undersigned individual has full power and authority to enter into this Agreement. UCHealth expressly warrants and represents to the City that it is the record owner in fee simple of the UCHealth Property, and further represents and warrants, together with the undersigned party or parties, that the undersigned individual has full power and authority to enter into this Agreement. McWhinney, UCHealth, and Developer and the undersigned party and parties on their respective behalf understand that the City is relying on such representations and warranties in entering into this Agreement.

**10.0 Entire Agreement.** This Agreement supersedes and replaces all other agreements, including, without limitation, prior subdivision improvement agreements and improvement agreements, if any, setting forth obligations that must be satisfied prior to the City issuing any building permit, water license, or certificate of occupancy to improvements constructed or installed, or to be constructed or installed, on the Property, and all prior agreements, understandings and discussions between or among the parties hereto with respect to the subject matter of this Agreement; provided, however, in no event shall this Agreement supersede or replace the terms, conditions, rights, and obligations contained in the MGDA.

**11.0 Recitals Incorporated.** The recitals set forth above in this Agreement are incorporated by reference and made a part of this Agreement.

[The remainder of this page is intentionally left blank.]  
[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above-written.

**MCWHINNEY:**

MCWHINNEY CCOB LAND INVESTMENTS, LLC,  
a Colorado limited liability company

By: McWhinney Real Estate Services, Inc.,  
a Colorado corporation, Manager

By: \_\_\_\_\_  
Name:  
Title:

STATE OF COLORADO                    )  
  ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of McWhinney Real Estate Services, Inc., a Colorado corporation, as Manager of McWhinney CCOB Land Investments, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

**DEVELOPER:**

NP DEVELOPMENT, INC.,  
a Colorado corporation

By: \_\_\_\_\_  
Name:  
Title:

STATE OF COLORADO                    )  
  ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of NP Development, Inc., a Colorado corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

**CITY:**

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

\_\_\_\_\_  
City and County Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City & County Attorney

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF BROOMFIELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jennifer Hoffman, as City and County Manager of The City and County of Broomfield, a Colorado municipal corporation and county.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.



**DISTRICT:**

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

By \_\_\_\_\_  
President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by \_\_\_\_\_, as President, of Baseline Metropolitan District No. 1, a quasi-  
municipal corporation and political subdivision of the State of Colorado.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

**UCHEALTH:**

POUDRE VALLEY HEALTH CARE, INC., a Colorado non-profit corporation, d/b/a POUDRE VALLEY HEALTH SYSTEM

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

Name:

Title:

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Poudre Valley Health Care, Inc., a Colorado non-profit corporation, d/b/a Poudre Valley Health System.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

**EXHIBIT A**  
**Legal Description of the Preble Creek Drainageway**

[see attached]

**EXHIBIT B**  
**Legal Description of the McWhinney Property**

[see attached]

**EXHIBIT C**  
**Legal Description of the UCHealth Property**

[see attached]

**EXHIBIT D**  
**Legal Description of the City Property**

[see attached]

**EXHIBIT E**  
**Cover Sheet of the Phase 2 Construction Plans**

[see attached]

**EXHIBIT F**  
**Form of Easement**

[see attached]



**After recording, please return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DRAINAGE, ACCESS AND MAINTENANCE EASEMENT**  
(Preble Creek Drainage Way)

1.0 **PARTIES** This Drainage, Access and Maintenance Easement (the “**Easement Agreement**”) is dated as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“**Grantor**”) and \_\_\_\_\_ (“**Grantee**”). Grantor and Grantee may be referred to herein individually as a “**Party**” and collectively, the “**Parties.**”

2.0 **RECITALS** The Recitals to this Easement Agreement are incorporated herein by this reference a though fully set forth in the body of this Easement Agreement.

2.1 Grantor owns the real property described in Exhibit A attached hereto, hereinafter referred to collectively as the “**Easement Area**”.

2.2 Grantee desires a non-exclusive easement to access the Easement Area for purposes of constructing and maintaining certain improvements associated with a [**NOTE TO DRAFT, use for Pond 112 improvements:** stormwater detention and water quality pond on the Easement Area known as Pond 112] [**NOTE TO DRAFT, use for Improvements:** stormwater conveyance facilities, detention and inlet facilities, stormwater access facilities and associated improvements on the Easement Area].

3.0 **TERMS AND CONDITIONS OF EASEMENT.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 Subject to the terms and conditions of this Easement Agreement, the Grantor, its successors and assigns, grants to Grantee, its contractors, and its agents a non-exclusive easement (the “**Easement**”) to enter, reenter, and occupy, and use the Easement Area to construct and maintain the [**NOTE TO DRAFT, use for Pond 112 improvements:** storm sewer system entering and exiting the stormwater detention and/or water quality facilities, including the gutter pans, clearing of debris at water quality outlets, and removal of sediment from water quality facilities and gutters] [**NOTE TO DRAFT, use for Improvements:** stormwater conveyance facilities, detention and inlet facilities, stormwater access facilities and associated improvements, including irrigation, routine landscaping, replacement of dead or diseased sod or other plants, mowing both native and irrigated grasses for aesthetics and weed control purposes, pruning, spraying of insecticides and fungicides, trash removal, sediment removal, repair, reconstruction, and replacement] (collectively, the “**Facilities**”). The Easement may be used by Grantee’s contractors and agents; provided, however, notwithstanding any provision of this Easement Agreement, Grantee shall be liable to Grantor for all acts and omissions of such contractors or agents.

3.2 Grantee shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Area for any purpose needful for the full enjoyment of the right of occupancy or use provided for herein.

3.3 Neither Grantee, nor any party acting on behalf of or through Grantee, shall construct, install, or place any permanent structure, building, improvement or fixture on any part of the Easement Area other

than the Facilities.

3.4 Grantor has retained the right to the undisturbed use and occupancy of the Easement Area insofar as such use and occupancy is consistent with and does not impair any grant contained herein and except as herein otherwise provided. The grant of Easement herein shall not be construed as a dedication to Grantee of the underlying fee simple ownership of the Easement Area.

3.5 Grantor represents and covenants to Grantee that it comprises all of the parties who have a fee interest in said Easement Area, and that it has full and lawful authority to execute this Easement Agreement.

3.6 Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the Parties hereto.

3.7 Grantee, its contractors and agents shall keep the Easement Area free and clear of all mechanics' liens and other liens on account of all labor, materials and work done by or through such party, except to the extent caused by Grantor's acts or omissions.

3.8 Grantee shall provide Grantor with three (3) days advance written notice before Grantee or any person or entity acting by, through or under Grantee conducts any construction or maintenance activities (not including physical inspections) within the Easement Area; provided, however, in the event of an emergency noticed must be provided as soon as is reasonably practicable.

3.9 The terms and conditions of this grant are as set forth in this Easement Agreement and no additional or different oral representation, promise or agreement shall be binding on the Grantor or Grantee with respect to the subject matter of this instrument.

#### 4.0 MISCELLANEOUS.

4.1 Exhibits referred to in this Easement Agreement are by reference incorporated herein for all purposes.

4.2 With regard to Grantee's, its contractor's and agent's activities in the Easement Area, Grantee, its contractors and agents shall comply with all applicable laws, ordinances, regulations and rules.

4.3 A waiver by any Party to this Easement Agreement of the breach of any provision of this Easement Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

4.4 This Easement Agreement is intended to describe rights and responsibilities only as to the Parties hereto, their successors and assigns. This Easement Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

5.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Easement Agreement.

6.0 EXECUTION REQUIRED. This Easement Agreement shall not be binding upon either Party

North Park - Improvement and Maintenance Agreement for the Preble Creek Drainageway

hereto unless and until the Parties have executed this Easement Agreement. This Easement Agreement may be executed in one or more counterparts and by different Parties on separate counterparts, each of which shall be deemed an original and use of which, when taken together, shall constitute one and the same instrument.

7.0 RECORDING. This Easement Agreement may be recorded by Grantee with the county clerk and recorder in the county in which the Easement Area is located.

[The remainder of this page is intentionally left blank.  
Signatures appear on the following pages.]

North Park - Improvement and Maintenance Agreement for the Preble Creek Drainageway

IN WITNESS WHEREOF, This Easement Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_,  
\_\_\_\_\_

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

Name:

Title: \_\_\_\_\_

City and County Manager

STATE OF COLORADO                    )  
  ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

**GRANTEE:**

\_\_\_\_\_,  
\_\_\_\_\_

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

Name:

Title: \_\_\_\_\_

City and County Manager

STATE OF COLORADO            )  
  ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

**Exhibit A**

**Legal Description of the Easement Area**

(see attached)

**EXHIBIT G**  
**Legal Description – Pond 112 - Developer**

[see attached]

**EXHIBIT H**  
**Legal Description – Pond 112 - City**

[see attached]



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BASELINE METROPOLITAN DISTRICT NO. 1**

A RESOLUTION APPROVING THE THIRD AMENDMENT TO PUBLIC IMPROVEMENT ADVANCE AND REIMBURSEMENT AGREEMENT AND, IN CONNECTION THEREWITH, AUTHORIZING THE REFUNDING OF A SUBORDINATE NOTE AND THE ISSUANCE OF A NEW SUBORDINATE NOTE TO NP DEVELOPMENT, INC. TO EVIDENCE THE DISTRICT'S REPAYMENT OBLIGATION OF CAPITAL COSTS

WHEREAS, on November 5, 2020, Baseline Metropolitan District No. 1 (the "District") and NP Development, Inc. ("NPD") entered into that certain Public Improvement Advance and Reimbursement Agreement to consolidate all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with the acquisition and construction of Improvements to serve residential development within the Service Area (the "Capital Agreement"), as amended by that First Amendment to Public Improvement Advance and Reimbursement Agreement dated December 3, 2021 (the "First Amendment"), and as further amended by that Second Amendment to Improvement Advance and Reimbursement Agreement dated November 3, 2022 (the "Second Amendment", together with the Capital Agreement and First Amendment, the "Agreement"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, the Parties acknowledge that the District may construct certain Improvements to serve the development within the Service Area and that the District lacks sufficient funds to pay the costs associated with the construction of such Improvements; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, NPD agreed to advance funds to the District through December 31, 2023 (the "Funding Obligation Term") in an amount not to exceed Fifty-Two Million Dollars (\$52,000,000) (the "Maximum Principal Amount"); and

WHEREAS, in connection with the Second Amendment and to evidence the District's repayment obligation to NPD pursuant to the terms of the Agreement, the District issued a Subordinate Note to NPD dated November 3, 2022, in an amount not to exceed Fifty-Two Million Dollars (\$52,000,000) (the "2022 Note"); and

WHEREAS, the District will require additional funds in excess of the Maximum Principal Amount through fiscal year 2024 to pay for the District's costs associated with the design, construction and installation of the Improvements; and

WHEREAS, NPD is willing to continue to advance funds to the District through fiscal year 2024 and to increase the Maximum Principal Amount to be advanced to the District, subject to the terms of the Agreement and the Third Amendment (as defined herein); and

WHEREAS, pursuant to Paragraph 8.A of the Agreement, in the event the Parties amend the Maximum Principal Amount pursuant to an amendment to the Agreement, the District agrees to refund the 2022 Note and issue a new Subordinate Note to NPD in an amount not to exceed the amended Maximum Principal Amount, with same Maturity Date, and subject to the same terms as provided in the Agreement; and

WHEREAS, pursuant to Paragraph 16 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and NPD; and

WHEREAS, the Parties have renegotiated, and desire to enter into, a “Third Amendment to Improvement Advance and Reimbursement Agreement,” as attached hereto as **Exhibit A** (the “Third Amendment”), to increase the Maximum Principal Amount and extend the Funding Obligation Term; and

WHEREAS, in connection with the Third Amendment and the increase in the Maximum Principal Amount, the District desires to refund the 2022 Note and issue a new Subordinate Note, as attached hereto as **Exhibit B** (the “2023 Note”) to NPD in an amount not to exceed the Maximum Principal Amount set forth in the Third Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board of Directors hereby approves the Third Amendment, as attached hereto as **Exhibit A**, and authorizes the President to execute the same.
2. The Board of Directors hereby authorizes the refunding of the 2022 Note and the issuance of the 2023 Note, as attached hereto as **Exhibit B**, and authorizes the President to execute the same.

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 2nd DAY OF NOVEMBER, 2023.

**BASELINE METROPOLITAN DISTRICT NO. 1**

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By: Kim L. Perry, President

**EXHIBIT A**  
**(TO RESOLUTION)**

**THIRD AMENDMENT TO PUBLIC IMPROVEMENT ADVANCE AND  
REIMBURSEMENT AGREEMENT**

**THIRD AMENDMENT TO PUBLIC IMPROVEMENT ADVANCE AND  
REIMBURSEMENT AGREEMENT  
(Capital Costs)**

This THIRD AMENDMENT TO PUBLIC IMPROVEMENT ADVANCE AND REIMBURSEMENT AGREEMENT (this “Third Amendment”) is made and entered into as of the 2nd day of November, 2023 (the “Effective Date”), by and between BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and NP DEVELOPMENT, INC., a Colorado corporation (“NPD”), collectively, the “Parties.”

**RECITALS**

WHEREAS, on November 5, 2020 (“Original Effective Date”), the District and NPD entered into that certain Public Improvement Advance and Reimbursement Agreement to consolidate all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with the acquisition and construction of Improvements to serve residential development within the Service Area (the “Capital Agreement”), as amended by that First Amendment to Public Improvement Advance and Reimbursement Agreement dated December 3, 2021 (the “First Amendment”), and as further amended by that Second Amendment to Improvement Advance and Reimbursement Agreement dated November 3, 2022 (the “Second Amendment, together with the Capital Agreement and First Amendment, the “Agreement”); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, the Parties acknowledge that the District may construct certain Improvements to serve the development within the Service Area and that the District lacks sufficient funds to pay the costs associated with the construction of such Improvements; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, NPD agreed to advance funds to the District through December 31, 2023 (the “Funding Obligation Term”) in an amount not to exceed Fifty-Two Million Dollars (\$52,000,000) (the “Maximum Principal Amount”); and

WHEREAS, in connection with the Second Amendment and to evidence the District’s repayment obligation to NPD pursuant to the terms of the Agreement, the District issued a Subordinate Note to NPD dated November 3, 2022, in an amount not to exceed Fifty-Two Million Dollars (\$52,000,000) (the “2022 Note”); and

WHEREAS, the District will require additional funds in excess of the Maximum Principal Amount through fiscal year 2024 to pay for the District’s costs associated with the design, construction and installation of the Improvements; and

WHEREAS, NPD is willing to continue to advance funds to the District through fiscal year 2024 and to increase the Maximum Principal Amount to be advanced to the District, subject to the terms of the Agreement and this Third Amendment; and

WHEREAS, pursuant to Paragraph 8.A of the Agreement, in the event the Parties amend the Maximum Principal Amount pursuant to an amendment to the Agreement, the District agrees to refund the 2022 Note and issue a new Subordinate Note to NPD in an amount not to exceed the amended Maximum Principal Amount, with same Maturity Date, and subject to the same terms as provided in the Agreement; and

WHEREAS, pursuant to Paragraph 16 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and NPD; and

WHEREAS, the Parties have renegotiated and desire to enter into this Third Amendment to increase the Maximum Principal Amount and extend the Funding Obligation Term; and

WHEREAS, the District desires to refund the 2022 Note and issue a new Subordinate Note to NPD in an amount not to exceed the Maximum Principal Amount set forth in this Third Amendment.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the District and NPD agree to amend the Agreement as follows:

### **COVENANTS AND AGREEMENTS**

1. The Parties hereby amend and restate Paragraph 1 of the Agreement in its entirety as follows:

Advances for Construction of Improvements. NPD hereby agrees to advance funds or expend funds on behalf of the District in one or more installments, provided that in no event shall the total amount that NPD shall advance to the District or expend on behalf of the District, exceed Fifty-Nine Million Dollars (\$59,000,000), (the “Maximum Principal Amount”). The Maximum Principal Amount constitutes the maximum amount that may be advanced or expended hereunder, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further supplemented or amended. Advanced funds shall be available to the District in one or a series of installments through December 31, 2024, which period shall constitute the “Funding Obligation Term” of the Agreement. The District’s repayment obligation shall survive the Funding Obligation Term until NPD is repaid in full, provided that the District’s repayment obligation shall terminate on the date that is forty (40) years from the Original Effective Date (November 4, 2060), even if any portion of the Maximum Principal Amount remains outstanding.

2. The Parties hereby amend and restate Paragraph 7 of the Agreement in its entirety, as follows:

A. On the Effective Date, the District shall refund the 2022 Note and issue a new Subordinate Note to NPD, as attached hereto as Exhibit A, in an amount not to exceed the Maximum Principal Amount, which Subordinate Note shall evidence the District's repayment obligation to NPD for funds advanced to or expended on behalf of the District, and for the acceptance of any unpaid Certified District Eligible Costs, as provided in the Agreement and this Third Amendment.

B. The Subordinate Note issued hereunder shall bear simple interest as to each advance or expenditure made hereunder at the rate of Two Percent (2%) plus the current Federal Reserve Board Prime Rate or at the rate of Six Percent (6%), whichever rate is greater, simple interest, from the date of each advance received by the District or expenditure made on behalf of the District hereunder, regardless of the date such advance or expenditure is made or from the date of acceptance of any unpaid Certified District Eligible Costs on Schedule A, to the earlier of the maturity date or date of redemption thereof, subject to Paragraph 11.B. of the Agreement. If the Subordinate Note, or any portion thereof, is redeemed prior to its maturity date, then the interest that accrued on the principal amount so redeemed, must be paid upon redemption; for purposes of the foregoing, interest shall be deemed to have accrued up to and including the date of redemption.

C. Upon receipt of each advance from NPD or upon any approved amount expended by NPD on the District's behalf or upon the acceptance of Certified District Eligible Costs, the District shall complete the appropriate information on Schedule "A" of the Subordinate Note issued to NPD, showing the amount of each advance or expenditure or accepted Certified District Eligible Costs, the date of receipt, and the total principal and unpaid accrued interest thereon.

D. The Subordinate Note shall be repayable only to the extent, and in the amount of, advances and expenditures noted as outstanding on Schedule "A" thereto, which amount shall not exceed the Maximum Principal Amount, notwithstanding any payment or prepayment of any portion of the advances pursuant to the terms thereof, unless the Agreement and the Subordinate Note are further supplemented or amended.

E. The terms of the Agreement and any subsequent amendments may be used to construe the intent of the District and NPD in connection with the issuance of the Subordinate Note, and shall be read as nearly as possible to make the provisions of the Subordinate Note, the Agreement and any subsequent amendments fully effective. Should any irreconcilable conflict arise among the terms of the Agreement, any subsequent amendments, and the terms of the Subordinate Note, the terms of the Subordinate Note shall prevail.

F. If, for any reason, the Subordinate Note is determined to be invalid or unenforceable (except in the case of fraud by NPD in connection therewith), the District shall issue a new promissory note to NPD that is legally enforceable. Said new Subordinate Note must evidence the District's obligation to repay all amounts advanced or expended pursuant to the Agreement and any subsequent amendments, with interest, subject to the terms thereof.

3. Issuance of Subordinate Note. Pursuant to Paragraph 8.A. of the Agreement, and as further set forth in Paragraph 2.A. of this Third Amendment, the District shall refund the 2022 Note

and issue a new Subordinate Note to NPD, in similar form as attached hereto as **Exhibit A** (the “2023 Note”), in an amount not to exceed the Maximum Principal Amount set forth in Paragraph 1 of this Third Amendment, with the same Maturity Date, and subject to the same issuance and repayment terms as provided in the Agreement, including, without limitation, Paragraph 7 of the Agreement, as amended and restated by this Third Amendment. The 2023 Note issued by the District shall reflect all principal and interest outstanding on the 2022 Note as of the date of the refunding of the 2022 Note.

4. Severability. If any clause or provision of this Third Amendment is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Third Amendment as a whole, but shall be severed herefrom, leaving the remaining clauses and provisions of the Third Amendment intact and enforceable.

5. Entire Agreement. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain valid and in full force and effect. The Agreement, this Third Amendment and the Subordinate Note issued hereunder constitute and represent the entire, integrated agreement between the District and NPD with respect to the matters set forth herein and therein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Third Amendment shall become effective upon the Effective Date.

6. Counterparts. This Third Amendment may be executed in one or more counterparts, either electronically or by original signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

*[Signature pages follow.]*



IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to be effective as of the Effective Date.

**BASELINE METROPOLITAN DISTRICT NO. 1**

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By: Kim L. Perry, President

**NP DEVELOPMENT, INC.,**  
a Colorado corporation

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Bethany Johnson  
EVP, General Counsel

**EXHIBIT A**

(To Third Amendment to Public Improvement Advance and Reimbursement Agreement)

**FORM OF SUBORDINATE NOTE**

BASELINE METROPOLITAN DISTRICT NO. 1  
REVENUE AND LIMITED TAX OBLIGATION  
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Fifty-Nine Million Dollars (\$59,000,000)

INTEREST RATE: Two Percent (2%) plus the current Federal Reserve Board Prime Rate or at the rate of Six Percent (6%), whichever rate is greater, simple interest

DATED: November 2, 2023

REGISTERED OWNER: NP DEVELOPMENT, INC. (“NPD”)

MATURITY DATE: November 4, 2060

Baseline Metropolitan District No. 1 (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above (or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto) together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and/or principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to unpaid accrued interest, then to the principal amount outstanding on this Note. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to NPD pursuant to that certain Public Improvement Advance and Reimbursement Agreement entered into between the District and NPD, dated November 4, 2020, as amended by that First Amendment to Public Improvement Advance and Reimbursement Agreement dated December 3, 2021, as amended by that Second Amendment to

Public Improvement Advance and Reimbursement Agreement dated November 3, 2022, and as further amended by that Third Amendment to Public Improvement Advance and Reimbursement Agreement dated November 2, 2023 (collectively, the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to NPD. This Note refunds a subordinate promissory note issued to NPD on November 3, 2022.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Agreement, Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein. In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.*

Failure by the District to repay NPD as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by NPD, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon acceptance of any Certified District Eligible Costs (as defined in the Agreement) by the District and upon each advance made to, or approved expenditure made on behalf of, the District by NPD pursuant to the Agreement, including Organization Costs, the District shall indicate on Schedule “A” of this Note: (i) the amount of Certified District Eligible Costs accepted by the District or funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; (iii) the total funds accepted, advanced and/or expended to date under the Note; and (iv) the total unpaid accrued interest due thereon. Any payments made on the Note by the District shall also be evidenced on Schedule “A” attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

**THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF**

**THE STATE OF COLORADO OR THE CITY AND COUNTY OF BROOMFIELD, COLORADO. NPD SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR CITY AND COUNTY OF BROOMFIELD TO PAY THIS NOTE OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR CITY AND COUNTY OF BROOMFIELD, COLORADO, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR CITY AND COUNTY OF BROOMFIELD, COLORADO.**

**BY ITS ACCEPTANCE HEREOF, NPD ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.**

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If NPD enforces this Note upon default, the District shall pay or reimburse NPD for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by NPD in connection therewith), the District shall issue a new promissory note to NPD that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, by acceptance of this Note, NPD acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

(S E A L)

BASELINE METROPOLITAN DISTRICT NO. 1

**Exhibit Page Only**

By: Kim L. Perry, President

SCHEDULE A



**EXHIBIT B**  
**(TO RESOLUTION)**

**SUBORDINATE NOTE**

BASELINE METROPOLITAN DISTRICT NO. 1  
REVENUE AND LIMITED TAX OBLIGATION  
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Fifty-Nine Million Dollars (\$59,000,000)

INTEREST RATE: Two Percent (2%) plus the current Federal Reserve Board Prime Rate or at the rate of Six Percent (6%), whichever rate is greater, simple interest

DATED: November 2, 2023

REGISTERED OWNER: NP DEVELOPMENT, INC. (“NPD”)

MATURITY DATE: November 4, 2060

Baseline Metropolitan District No. 1 (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above (or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto) together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and/or principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to unpaid accrued interest, then to the principal amount outstanding on this Note. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to NPD pursuant to that certain Public Improvement Advance and Reimbursement Agreement entered into between the District and NPD, dated November 4, 2020, as amended by that First Amendment to Public Improvement Advance and Reimbursement Agreement dated December 3, 2021, as amended by that Second Amendment to

Public Improvement Advance and Reimbursement Agreement dated November 3, 2022, and as further amended by that Third Amendment to Public Improvement Advance and Reimbursement Agreement dated November 2, 2023 (collectively, the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to NPD. This Note refunds a subordinate promissory note issued to NPD on November 3, 2022.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Agreement, Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein. In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.*

Failure by the District to repay NPD as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by NPD, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon acceptance of any Certified District Eligible Costs (as defined in the Agreement) by the District and upon each advance made to, or approved expenditure made on behalf of, the District by NPD pursuant to the Agreement, including Organization Costs, the District shall indicate on Schedule “A” of this Note: (i) the amount of Certified District Eligible Costs accepted by the District or funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; (iii) the total funds accepted, advanced and/or expended to date under the Note; and (iv) the total unpaid accrued interest due thereon. Any payments made on the Note by the District shall also be evidenced on Schedule “A” attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

**THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF**

**THE STATE OF COLORADO OR THE CITY AND COUNTY OF BROOMFIELD, COLORADO. NPD SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR CITY AND COUNTY OF BROOMFIELD TO PAY THIS NOTE OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR CITY AND COUNTY OF BROOMFIELD, COLORADO, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR CITY AND COUNTY OF BROOMFIELD, COLORADO.**

**BY ITS ACCEPTANCE HEREOF, NPD ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.**

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If NPD enforces this Note upon default, the District shall pay or reimburse NPD for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by NPD in connection therewith), the District shall issue a new promissory note to NPD that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, by acceptance of this Note, NPD acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

(S E A L)

BASELINE METROPOLITAN DISTRICT NO. 1

---

By: Kim L. Perry, President

SCHEDULE A

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into this 25<sup>th</sup> day of September 2023, by and between **MCImetro Access Transmission Services LLC**, a Delaware Limited Liability Company (“**Utility**”), having an address at 600 Hidden Ridge, Irving, Texas 75038, and **Baseline Metropolitan District**, c/o Pinnacle Consulting Group, Inc. (“**Reimbursor**”), having an address at 550 West Eisenhower Boulevard, Loveland, Colorado 80537. The signatories to this Agreement shall be referred to individually as a “Party” and collectively as the “Parties”.

### RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor’s right- of-way (the “**Project**”) in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the “**Payment**”).

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
  - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
  - (b) consistent with Section 4 below, Reimbursor shall bear all actual costs (“**Costs**”) incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
  - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
  - (d) Utility’s work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility’s facilities removed or decommissioned;
  - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility’s engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
  - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
  - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
  - (h) Utility may recover from Reimbursor reasonable attorneys’ fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the “**Advance Payment**”) upon execution of this Agreement. **No work will be done on the Project until Utility**

- receives the Advance Payment from Reimbursor.** Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.
4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
  5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
  6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturday, Sunday and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
  7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
  8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
  9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.



10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

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

*(signatures on next page)*

**for Reimbursor**

**for Utility**

**Baseline Metropolitan District**  
c/o Pinnacle Consulting Group, Inc.

**MCImetro Access Transmission Services  
LLC**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Billing Contact: Baseline Metropolitan District c/o Pinnacle Consulting Group, Inc.

Name: Stanley Holder

Address: 550 W. Eisenhower Blvd, Loveland, CO 80537

Telephone: 970-617-2477 (B); 970-669-3612 (Fax)

Email: [basemdadmin@pcgi.com](mailto:basemdadmin@pcgi.com) and [www.baselinemd.live](http://www.baselinemd.live)

\_\_\_\_\_

## **Exhibit A**

### **SCOPE AND SPECIFICATIONS OF WORK.**

Verizon is being asked by Baseline Metropolitan District to replace (3) seven (7) foot stackable man holds for a private developer in the right of way. Outside Plant Engineering will remove and replace 1,020 feet of 864F damaged by the developer's contractor and splice back the cable at each hand hold. The developer is regrading the right of way and needs three (3) existing MCI hand holds raised seven (7) feet to new grade located at 1785 West 160th Avenue, Broomfield, Colorado. Additional work is required to remove and replace the damaged 864F by the developer's contractor and splice at two locations. This work is 100% reimbursable.

### **CONTACTS.**

#### **UTILITY: MCIMETRO ACCESS TRANSMISSION SERVICES LLC.**

Agreements:  
Charlotte Banks  
972-560-1821  
[charlotte.banks@verizon.com](mailto:charlotte.banks@verizon.com)

Engineer:  
Lane Grady  
[lane.grady@verizon.com](mailto:lane.grady@verizon.com)

Manager:  
Ralph Carrillo  
719-313-1186  
[ralph.carrillo@verizonwireles.com](mailto:ralph.carrillo@verizonwireles.com)

#### **REIMBURSOR:**

Baseline Metropolitan District  
c/o Pinnacle Consulting Group Inc.  
550 W. Eisenhower Blvd  
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)



OUTSIDE PLANT CONSTRUCTION

COST ESTIMATE (ACTIVE APPROVED)

10/04/2023

<b>Project/AFE #:</b> 99767R	<b>Revision:</b> 3	<b>Date Prepared:</b>	09/05/2023
<b>Title</b>	BROOMFIELD CO REIMBURSABLE SHERIDAN PH 2 RELO	<b>Engineer:</b>	LANE GRADY
<b>Site Code:</b>	BROMCO	<b>Manager:</b>	RALPH CARRILLO
<b>Investigation#:</b>	2856-2023	<b>City:</b>	BROOMFIELD
<b>Disposition:</b>	Refund	<b>State:</b>	CO
		<b>Footage Impact:</b>	1,020

**DESCRIPTION OF WORK**

WHO: BASELINE METROPOLITAN DISCTRICT  
 WHAT: REPLACE (3) 30x60 HH's WITH (3) 7FT STACKABLE MH's FOR PRIVATE DEVELOPER IN RIGHT OF WAY. REMOVE AND REPLACE 1,020FT OF 864F DAMAGED BY THE DEVELOPERS CONTRACTOR AND SPLICE BACK THE CABLE AT EACH HAND HOLE.  
 WHERE: 1785 W 160th Ave, Broomfield, Colorado 80023  
 WHY: DEVELOPER IS REGRADING THE RIGHT OF WAY AND NEEDS 3 EXISTING MCI HH RAISED 7FT TO NEW GRADE. ADDITIONAL WORK REQUIRED TO REMOVE AND REPLACE THE DAMAGED 864F BY THE DEVELOPER CONTRACTOR AND SPLICE AT 2 LOCATIONS.  
 WHEN: DEVELOPER WOULD LIKE THIS COMPLETED IN SEPTEMBER 2023

**SCHEDULE**

<b>Eng. Start:</b>	<b>Const. Start:</b>	10/07/2023
<b>Eng. Complete:</b>	<b>Const. Complete:</b>	10/15/2023

**SUMMARY OF ESTIMATED COSTS**

A):	ENGINEERING:	\$1,000.00
B):	INSPECTION SERVICES:	\$0.00
C):	FURNISHED MATERIALS:	\$26,396.40
D):	CONTRACTOR UNIT PRICE SCHEDULE:	\$32,365.00
E):	SPLICING LABOR:	\$31,104.00
		-----
F):	TOTAL:	\$90,865.40

Construction Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**OUTSIDE PLANT CONSTRUCTION  
COST ESTIMATE (ACTIVE APPROVED )**

10/04/2023

Project/AFE #: 99767R

BROOMFIELD CO REIMBURSABLE SHERIDAN PH 2 RELO

Revision: 3

<b>A) ENGINEERING</b>
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INTERNAL - REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
OSP Engineers	8	hrs	100.00	\$800.00
<hr/>				
CONTRACT - REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
City Permits	1	ea.	200.00	\$200.00
<b>ENGINEERING Sub TOTAL:</b>				\$1,000.00

<b>B) INSPECTION SERVICES</b>
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INTERNAL - REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
<hr/>				
EXTERNAL - REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
<b>INSPECTION SERVICES Sub TOTAL:</b>				\$0.00

<b>C) FURNISHED MATERIALS</b>
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REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
864 Fiber RICT Single Mode Dielectric Cable	1020	ft.	3.82	\$3,896.40
Handholes	3	ea.	7000.00	\$21,000.00
Splice Materials Per Splice Location (216 or Larger)	2	ea.	750.00	\$1,500.00
<b>FURNISHED MATERIALS Sub TOTAL:</b>				\$26,396.40

<b>D) CONTRACTOR UNIT PRICE SCHEDULE</b>
--

REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
Place Manhole and Raise 7FT fill dirt and compact	3	ea.	4625.00	\$13,875.00
Place Cable	1020	lf	2.50	\$2,550.00
Remove Existing Damaged Cable	1020	lf	2.00	\$2,040.00
Excavation and Shoring for Changed Site Conditions	1640	sq.ft.	5.00	\$8,200.00
Traffic Control Per Day	4	day	1425.00	\$5,700.00
<b>CONTRACTOR UNIT PRICE SCHEDULE Sub TOTAL:</b>				\$32,365.00

<b>E) SPLICING LABOR</b>
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OUTSIDE PLANT CONSTRUCTION  
COST ESTIMATE (ACTIVE APPROVED )

10/04/2023

Project/AFE #: 99767R

BROOMFIELD CO REIMBURSABLE SHERIDAN PH 2 RELO

Revision: 3

REF DESCRIPTION:	QTY:	U/M:	UNIT \$:	EXT. \$:
Splice Per Fiber	1728	ea.	18.00	\$31,104.00
SPLICING LABOR Sub TOTAL:				\$31,104.00