BASE VILLAGE METROPOLITAN DISTRICT NO. 1 REGULAR MEETING (VIA TELECONFERENCE) Wednesday, September 20, 2023, at 1:00 PM

This meeting will be held via teleconferencing and can be joined through the following directions:

Join Zoom Meeting

https://us06web.zoom.us/i/83073396978?pwd=TUXnuh2JiYYhspzq2sZMa5Nz4taM3G.1

Meeting ID: 830 7339 6978 Passcode: 202147

BOARD MEMBERS

District No. 1	
Andy Gunion, President	May 2027
Charlie Singer, Treasurer	May 2025
Ian Stuart, Assistant Secretary	May 2027
Dawn Blasberg, Secretary	May 2025
Vacant	May 2027

AGENDA

- 1. Call to Order
- 2. Declaration of Quorum
- 3. Director Conflict of Interest Disclosures
- 4. Approval of Agenda
- Public Comment Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
- 6. Approval of Minutes from June 14, 2023 Meeting
- 7. Legal Matters
- 8. Financial Matters
 - a. Financial Schedules/Payables Review
- 9. Management
 - a. Conference Center Report
 - i. Conference Center Remodel
 - ii. Easement to Capitol Peak
 - b. Parking Garage Report
 - i. Discuss Public Garage Rates
 - c. Transit Center Update

10. Other Business

- a. Next Meeting –November 15, 2023
- 11. Executive Session (if needed)
- 12. Adjourn

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

BASE VILLAGE METROPOLITAN DISTRICT NO. 1

Held: Wednesday, June 14, 2023, at 1:00 p.m. via teleconference

The regular meeting of the Board of Directors of Base Village Attendance Metropolitan District No. 1 was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, have confirmed their qualifications to serve, were in attendance:

> Charlie Singer Dawn Blasberg

Also present were Trisha K. Harris, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law; Kelly Brockett, Cameron Murray, and Jeff Skagen, Snowmass Mountain Lodging, District Managers; Jon Erickson, Marchetti & Weaver, District Accountant; Scott Williams, Vangel Yurukov, Andy Gunion and Vessy Minkova East West Partners; and Ian Stuart, Aspen Ski Company.

Call to Order/Declaration It was noted that a quorum of the Board was present, and Mr. Singer of Quorum called the meeting to order at 1:03 p.m.

Conflict of Interest Ms. Harris advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Harris reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Harris inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

> The Board considered appointments to fill vacancies. Following discussion, upon motion duly made and seconded, the Board unanimously determined to appoint Andy Gunion and Ian Stuart to

Appointment of Andy

Gunion and Ian Stuart

Disclosures

	fill vacancies on the Board. Oaths were administered.
Election of Officers	The Board engaged in general discussion regarding the Election of Officers. Following discussion, upon a motion duly made and seconded, the Board elected Director Gunion as President, Director Singer as Treasurer, Director Blasberg as Secretary and Director Stuart as Assistant Secretary.
Approval of Agenda	Ms. Harris presented the proposed agenda to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda.
Public Comment	None.
<u>Consent Agenda</u>	 Ms. Harris reviewed the items on the consent agenda with the Board. Ms. Harris advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified and adopted: Minutes from the March 15, 2023 Meeting
T 116 //	
Legal Matters	None
Financial Matters	
Financial Schedules/Payables Review	Mr. Erickson presented the financials to the Board of Directors. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the financial schedules and payables.
2022 Audit	Mr. Erickson presented the 2022 Audit and noted that the auditor expressed a clean opinion. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the 2022 Audit.
Management	
Conference Center Report	Ms. Brockett presented the report on the Conference Center bookings. Mr. Gunion requested that the report be reformatted to include a column showing income to be received by the District, and to show a comparison of bookings for the current year compared to 2022. It was noted that bookings for the summer are impacted due to the renovations currently taking place.
Conference Center Remodel	The Board originally approved up to \$150,000 for carpet and artwork in addition to the cost for the new doors approved in 2022. The carpet

	cost ended up coming in higher than anticipated.
	In relation to the cost for installing the wall and door by the elevator, Mr. Gunion suggested approaching the Capitol Peak Board to contribute to the cost because the wall is needed to secure the Conference Center due to access being afforded to Capitol Peak owners and guests which has resulted by allowing them special use of the elevator.
	Mr. Erickson questioned whether the District should be responsible for the doors, or if those are the responsibility of Capitol Peak. Ms. Harris will research.
	The doors were removed from the list pending clarification on whether the District or Capitol Peak is responsible. Separation wall and doors also removed from the list pending discussion with Capitol Peak for funding of those.
	Following discussion, upon a motion duly made and seconded, the Board approved additional funding of the project not to exceed \$45,000.
Parking Garage Report	Ms. Brockett presented the Parking Garage Report to the Board of Directors. The Board requested Ms. Brockett provide certain metrics related to the use of the parking garage to assist the Board in determining parking rates for the next year. The Board may need to call a special meeting ahead of the September 20, 2023, meeting.
Transit Center Update	Ms. Brockett presented the Transit Center Update to the Board of Directors and noted that there are still issues with the escalator and Ms. Brockett is working on getting the issues addressed.
Other Business	
Next Meeting	The next meeting is scheduled for September 20, 2023.
Executive Session (if needed)	None.

There being no further business to come before the Board, and following discussion and upon a motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting at 2:06 p.m.

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

Secretary for the Meeting

The foregoing minutes were approved on the 20th day of September, 2023.

Adjourn

BASE VILLAGE METRO DISTRICT #1 COMBINED BALANCE SHEET/STATEMENT OF NET POSTION 08/31/23

	2022		2	023	
	Total	General Fund	Capital Projects	Capital Assets & LT Debt	Total
ASSETS					
CASH - US BANK CHECKING	466,177	159,500			159,50
CASH - ALPINE BANK CHECKING	733,865	192,010			192,01
CASH - CSAFE	87,071	2,696			2,69
CASH - PETTY CASH	6,000	1,500			1,50
POOLED CASH	0	(331)	331		
TOTAL CASH	1,293,113	355,375	331	0	355,70
ACCOUNTS RECEIVABLE	127,683	132,090			132,09
DUE FROM DISTRICT #2	9,480	0			,
DUE FROM COUNTY TREASURER	5,384	696			69
PROPERTY TAXES RECEIVABLE	1,119,765	(237)			(23
PREPAID EXPENSES	326,010	Ó			``
PROPERTY AND EQUIPMENT	82,625,288			18,988,771	18,988,77
TOTAL ASSETS	85,506,723	487,924	331	18,988,771	19,477,02
LIABILITIES ACCOUNTS PAYABLE DUE TO DISTRICT #2 DEVELOPER ADVANCE PAYABLE	0 869,883 328,570 5,079,648	144,037 324,450		1.667.784	144,03 324,45 1,667,78
NFRASTRUCTURE ACQUISITION PAYBI				4,482,442	4,482,44
ACCRUED INTEREST PAYABLE	21,190,020			6,568,812	6,568,81
TOTAL LIABILITIES	45,397,889	468,487	0	12,719,038	13,187,52
DEFERRED INFLOWS					
DEFERRED PROP TAX REV	1,119,765	(237)			(23
NET POSITION NET INVESTED IN CAPITAL ASSETS AMT PROVIDE FOR LONG-TERM DEBT FUND BALANCE	82,625,288 (44,199,436) 563,218	19,674	331	18,988,771 (12,719,038)	18,988,77 (12,719,03 20,00
TOTAL FUND EQUITY	38,989,070	19,674	331	6,269,733	6,289,73
OTAL LIABILITIES, DEFERRED INFLOW	S				
AND FUND EQUITY	85,506,723	487,924	331	18,988,771	19,477,02

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ACTUAL	L, BUDGET AND FORECAST FOR THE PE	RIODS INDICA				Printed:	09/14/23	
	All Funds Combined Summary	2022		2023 ANNUAL			2023 YTD	
		Cal Yr	Cal Yr	Variance	Cal Yr	Ended	Ended	Variance
Account		Audited	Adopted	Favorable	2022	08/31/23	08/31/23	Favorable
lo.		Actual	<u>Budget</u>	<u>(Unfavor)</u>	Forecast	Actual	<u>Budget</u>	(Unfavor)
	REVENUES:							
	Total Assessed Value	6,205,670	6,111,430		6,111,430			
	Mill Levy Rate - General	43.500	43.500		43.500			
	Property Taxes - General Fund	270,188	265,847	0	265,847	265,906	265,847	5
	SO Taxes - General Fund	10,328	9,305	0	9,305	5,534	5,066	46
	Contribution from BVMD #2	0	262,028	(262,028)	0	0	254,167	(254,16
	Miscellaneous & Other	22,747	150	14,231	14,381	14,329	100	14,22
	Parking Garage Revenues	790,329	749,840	125,160	875,000	686,191	584,876	101,31
	Conference Center Revenues	25,000	15,000	55,000	70,000	56,201	10,000	46,20
	Transit Center Revenues	0	0	0	0	0	0	
	Capital Fund Revenues	0	0	0	0	0	0	
	TOTAL REVENUES	1,118,592	1,302,170	(67,637)	1,234,533	1,028,161	1,120,056	(91,89
	EXPENDITURES:	=	=	=	=	=	=	=
	General and Administrative	174,457	265,802	70,443	195,360	147,136	196,716	49,57
	Parking Garage	605,229	634,279	(35,757)	670,036	501,777	472,524	(29,25
	Conference Center	193,850	365,754	(23,883)	389,637	240,276	251,069	10,79
	Transit Center	320,878	346,512	(227)	346,739	218,600	234,736	16,13
	Capital	6,093	0	(227,240)	227,240	227,240	0	(227,24
	TOTAL EXPENDITURES	1,300,508	1,612,347	(216,665)	1,829,012	1,335,029	1,155,045	(179,98
		=	=	=	=	=	=	=
	EXCESS REVENUES OVER EXPEND	(181,916)	(310,177)	(284,302)	(594,479)	(306,867)	(34,988)	(271,87
	Other Financing Sources	300,000	310,177	102,761	412,939	125,000	0	125,00
	Other Financing Uses		,			, -		
	Combined Fund Balances - Beginning	83,788	20,175	181,698	201,872	201,872	20,175	181,6
	Combined Fund Balances - End	201,872	20,175	157	20,331	20,005	(14,814)	34,8 [,]

financial statements; substantially all disclosures required by GAAP omitted.

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ACTUAL	, BUDGET AND FORECAST FOR THE PE					Printed:	09/14/23	
	General Fund	2022		2023 ANNUAL			2023 YTD	
Account No.		Cal Yr Audited <u>Actual</u>	Cal Yr Adopted <u>Budget</u>	Variance Favorable <u>(Unfavor)</u>	Cal Yr 2022 <u>Forecast</u>	Ended 08/31/23 <u>Actual</u>	Ended 08/31/23 <u>Budget</u>	Variance Favorable <u>(Unfavor)</u>
	GENERAL REVENUES:							
	Assessed Value - BVMD #1	6,205,670	6,111,430	-8%	6,111,430			
	Assessed Value - BVMD #2	48,958,180	46,958,440	6%	46,958,440			
	Mill Levy Rate - BVMD #1	43.500	43.500		43.500			
	Property Taxes Levied - BVMD #1	269,947	265,847		265,847			
1-4000	Property Taxes	270,188	265,847	0	265,847	265,906	265,847	59
1-4010	Specific Ownership Tax	10,328	9,305	0	9,305	5,534	5,066	468
1-4100	Interest Income	202	150	0	150	98	100	(2
	Parking Garage Revenues	790,329	749,840	125,160	875,000	686,191	584,876	101,316
	Conference Center Revenues	25,000	15,000	55,000	70,000	56,201	10,000	46,201
	Transit Center Revenues	0	0	0	0	0	0	0
1-4110	Contribution from BVMD #2	0	262,028	(262,028)	0	0	254,167	(254,167
1-4200	Other	22,545	0	14,231	14,231	14,231	0	14,231
	TOTAL GENERAL REVENUES	1,118,592	1,302,170	(67,637)	1,234,533	1,028,161	1,120,056	(91,895

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

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ACTUAL	, BUDGET AND FORECAST FOR THE PER					Printed:	09/14/23	
	General Fund (Continued)	2022		023 ANNUAL			2023 YTD	
		Cal Yr	Cal Yr	Variance	Cal Yr	Ended	Ended	Variance
Account		Audited	Adopted	Favorable	2022	08/31/23	08/31/23	Favorable
No.		<u>Actual</u>	<u>Budget</u>	(Unfavor)	Forecast	<u>Actual</u>	<u>Budget</u>	(Unfavor)
	EXPENDITURES:							
4 5400	General and Administrative Accounting - District #1	35.624	38,150	0	38.150	25,015	25.433	419
	Accounting - District #1 Accounting - District #2	35,624 0	29,500	29,500	36,150	25,015	25,433	19,667
	Administrative Fee	38,008	42,569	29,500 (900)	43,469	21,884	24,832	2,947
	Audit - District #1	7,600	42,509	(900)	43,409 8,400	8,400	8,400	2,947
	Audit - District #1 Audit - District #2	7,000	6,500	6.500	8,400 0	0,400	6,400	6.500
-	Bank Service Charges	540	1,000	0,500	1,000	910	667	(243
	Elections	040	1,000	0	1,000	0	007	(243
	Insurance - District #1	50,765	55,842	(4,807)	60,649	60,649	55,842	(4,807
	Insurance - District #1	0	5,150	5,150	00,049	00,049	5,150	5,150
	Legal - District #1	28,432	30,000	0	30,000	16,937	20,000	3,063
	Legal - District #1	20,432	25,000	25,000	00,000	0	16,667	16,667
	Legal - District #2 PUD Amendment	0	0	0	0	0	0	0
	Miscellaneous	0	0	0	0	0	0	0
	Utilities	(11)	400	0	400	58	267	208
	Treasurer's Fees - Pitkin County	13,500	13,292	0	13,292	13,283	13,292	9
	200 Treasurer's Fees - Pitkin County Contingency	- ,	10,000	10,000	0		0	0
	Total General & Administrative	174,457	265,802	70,443	195,360	147,136	196,716	49,579
		,	,	,	,	,	,	,
	Parking Garage Expenditures	605,229	634,279	(35,757)	670,036	501,777	472,524	(29,253
	Conference Center Expenditures	193,850	365,754	(23,883)	389,637	240,276	251,069	10,794
	Transit Center Expenditures	320,878	346,512	(227)	346,739	218,600	234,736	16,136
	TOTAL EXPENDITURES	1,294,415	1,612,347	10,575	1,601,772	1,107,789	1,155,045	47,256
	EXCESS REVENUES OVER (UNDER)							
	EXPENDITURES	(175,823)	(310,177)	(57,062)	(367,239)	(79,627)	(34,988)	(44,639
	OTHER FINANCING SOURCES (USES): Developer Advance	300.000	310.177	102,761	412,939	125,000	0	125,000
1 0050	Transfers in (out)	(6,250)	0	(227,240)	(227,240)	(227,240)	0	(227,240
1-3030	Shortfall Payment to BVMD #2	(0,230)	0	(221,240)	(227,240)	(227,240)	0	(227,240
	TOTAL OTHER FINANCING	000 750	°,	(404.470)	0	(400.040)	•	(400.040
		293,750	310,177	(124,479)	185,699	(102,240)	0	(102,240
	Surplus(Deficit) w/ Othr Fin Sources	117,927	0	(181,541)	(181,541)	(181,867)	(34,988)	(146,879
37001	FUND BALANCE - BEGINNING	83,614	20,000	181,541	201,541	201,541	20,000	181,541
	FUND BALANCE - END	201,541	20,000	(0)	20,000	19,674	(14,988)	34,662

financial statements; substantially all disclosures required by GAAP omitted.

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ACTUAL	., BUDGET AND FORECAST FOR THE PER					Printed:	09/14/23	
	Capital Projects Fund	2022		2023 ANNUAL	<u> </u>		2023 YTD	
		Cal Yr	Cal Yr	Variance	Cal Yr	Ended	Ended	Variance
Account		Audited	Adopted	Favorable	2022	08/31/23	08/31/23	Favorable
No.		<u>Actual</u>	<u>Budget</u>	<u>(Unfavor)</u>	Forecast	<u>Actual</u>	<u>Budget</u>	<u>(Unfavor</u>
	REVENUE:		0	0	0		0	
			0	0	0		0	
	TOTAL REVENUE	0	0	0	0	0	0	
	EXPENDITURES:					-		
	Capital Outlay		0	0	0		0	(
	Conference Center Capital	6,093		(227,240)	227,240	227,240	0	(227,24
	TOTAL EXPENDITURES	6,093	0	(227,240)	227,240	227,240	0	(227,24
	Excess Rev Over (Under) Exp	(6,093)	0	(227,240)	(227,240)	(227,240)	0	(227,24
	OTHER FINANCING SOURCES (USES):							
3-9050	Transfer From (To) General Fund	6,250	0	227,240	227,240	227,240	0	227,24
	TOTAL OTHER FINANCING	6,250	0	227,240	227,240	227,240	0	227,24
	Surplus(Deficit) w/ Othr Fin Sources	157	0	0	0	0	0	
37004	FUND BALANCE - BEGINNING	175	175	157	331	331	175	15
	FUND BALANCE - END	331	175	157	331	331	175	15
	No assurance is provided on these	=	=	=	=	=	=	

financial statements; substantially all disclosures required by GAAP omitted.

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ACTUAL	, BUDGET AND FORECAST FOR THE PER					Printed:	09/14/23	
	PARKING GARAGE	2022		2023 ANNUAL			2023 YTD	
		Cal Yr	Cal Yr	Variance	Cal Yr	Ended	Ended	Variance
Account		Audited	Adopted	Favorable	2022	08/31/23	08/31/23	Favorabl
No.		<u>Actual</u>	<u>Budget</u>	<u>(Unfavor)</u>	Forecast	<u>Actual</u>	<u>Budget</u>	<u>(Unfavor</u>
	REVENUES:							
1-4300	Parking Garage Revenues	790,329	749,840	125,160	875,000	686,191	584,876	101,31
	TOTAL REVENUES	790,329	749,840	125,160	875,000	686,191	584,876	101,31
	EXPENDITURES:							
1-5500	Administrative Expenses	0	0	0	0	0	0	
1-5510	Advertising & Promo	0	200	0	200	0	131	13
1-5520	CC & Banking Fees	33,896	41,115	(11,385)	52,500	43,048	32,070	(10,97
1-5530	Contract Services	15,280	10,000	(22,239)	32,239	32,239	5,000	(27,23
1-5540	Electrical Contractor	0	500	0	500	0	333	33
1-5550	Equipment	14,633	5,000	(2,133)	7,133	7,133	3,333	(3,79
1-5560	Garage Attendent Labor	106,373	102,504	0	102,504	80,671	87,128	6,45
1-5570	HOA Assessments	364,064	404,811	0	404,811	303,612	303,608	
1-5580	Management Fee	70,984	70,149	0	70,149	35,074	40,920	5,84
	TOTAL EXPENDITURES	605,229	634,279	(35,757)	670,036	501,777	472,524	(29,25
	PARKING GARAGE SURPLUS (DEFICIT)	185,100	115,561	89,403	204,964	184,414	112,351	72,06

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

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	, BUDGET AND FORECAST FOR THE PI CONFERENCE CENTER	2022		2023 ANNUAL			09/14/23 2023 YTD	
Account No.		Cal Yr Audited <u>Actual</u>	Cal Yr Adopted <u>Budget</u>	Variance Favorable <u>(Unfavor)</u>	Cal Yr 2022 <u>Forecast</u>	Ended 08/31/23 <u>Actual</u>	Ended 08/31/23 <u>Budget</u>	Variance Favorable <u>(Unfavor)</u>
	REVENUES:							10.00
1-4310	Conference Center Rental Revenue	25,000	15,000	55,000	70,000	56,201	10,000	46,201
	TOTAL REVENUES	25,000	15,000	55,000	70,000	56,201	10,000	46,201
	EXPENDITURES:							
1-6120	Accounting Expenses	-	20,000	0	20,000	10,000	11,667	1,667
	Administrative Expenses	0	300	0	300	0	200	200
1-6010	Alsco Mats	1,192	1,200	(3,640)	4,840	4,264	800	(3,464
1-6125	Credit Card Fees		0	(500)	500	35	0	(3
	Equipment & Repairs	0	0	0 Ú	0		0) (
1-6020	HOA Assessments	68,215	150,077	0	150,077	108,829	112,558	3,728
1-6130	Housekeeping	6,464	20,598	0	20,598	8,081	13,732	5,652
1-6030	Maintenance	10,097	14,976	(3,024)	18,000	16,246	8,736	(7,510
1-6040	Maintenance Supplies	2,819	2,100	(900)	3,000	2,754	1,400	(1,35
1-6050	Management Fee	16,835	24,300	(23,700)	48,000	33,742	14,175	(19,56
1-6140	Marketing Expenses	2,549	15,000	0	15,000	0	10,000	10,00
	Operational Supplies		2,000	0	2,000		1,000	1,00
1-6060	Outside Vendor	830	4,800	(3,450)	8,250	7,860	3,200	(4,66
1-6070	Security	9,555	9,464	0	9,464	4,914	6,309	1,39
1-6080	Utilities - Central Plant & Gas	28,659	61,331	11,331	50,000	14,941	40,887	25,94
1-6090	Utilities - Electricity	19,106	19,303	0	19,303	11,168	12,869	1,70
1-6100	Utilities - TV & Internet	2,033	3,798	0	3,798	2,091	2,532	44
1-6110	Utilities - Water & Sanitation	25,495	16,507	0	16,507	15,351	11,005	(4,346
	TOTAL EXPENDITURES	193,850	365,754	(23,883)	389,637	240,276	251,069	10,794
	CONFERENCE CENTER SURPLUS (DE	F (168,850)	(350,754)	31,117	(319,637)	(184,075)	(241,069)	56,995
	No assurance is provided on these	(100,050)	(330,754)	31,117	(319,037)	(104,075)	(241,069)	50,

No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.

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	, BUDGET AND FORECAST FOR THE PER					Printed:	09/14/23	
	TRANSIT CENTER	2022		023 ANNUAL			2023 YTD	
Account No.		Cal Yr Audited <u>Actual</u>	Cal Yr Adopted <u>Budget</u>	Variance Favorable <u>(Unfavor)</u>	Cal Yr 2022 <u>Forecast</u>	Ended 08/31/23 <u>Actual</u>	Ended 08/31/23 <u>Budget</u>	Variance Favorable (Unfavor)
	REVENUES:							
1-4320	Transit Center Revenue	0	0	0	0	0	0	C
	TOTAL REVENUES	0	0	0	0	0	0	C
	EXPENDITURES:							
1-7000	Administrative Expenses	0	0	0	0	0	0	C
1-7010	Alsco Mats	2,755	3,246	0	3,246	1,960	2,164	204
1-7020	Doors	0	2,500	0	2,500	0	950	950
1-7030	Elevator/Escalator	26,731	33,130	0	33,130	32,543	33,130	587
	HOA Assessments	13,592	15,412	(227)	15,639	15,639	11,559	(4,080
	Housekeeping	131,924	134,026	0	134,026	82,541	89,351	6,810
1-7045	Housekeeping Supplies	4,351	5,600	0	5,600	1,191	3,267	2,076
	Maintenance	14,615	14,986	0	14,986	8,629	8,742	113
1-7060	Maintenance Supplies	663	3,500	0	3,500	3,006	3,500	494
1-7070	Management Fee	23,545	22,175	0	22,175	11,087	12,935	1,848
1-7080	Outside Vendor	0	750	0	750	0	375	375
	Security	17,934	18,928	0	18,928	9,828	11,041	1,213
	Telephone	2,259	2,688	0	2,688	1,494	1,792	298
	Traffic Control	18,914	30,030	0	30,030	17,684	18,018	334
	Transit Lane Clearing	31,443	21,388	0	21,388	13,616	12,476	(1,140
	Utilities - Central Plant & Gas	30,063	35,130	0	35,130	18,668	23,420	4,752
	Utilities - Electricity	0	0	0	0	0	0	(
1-7150	Utilities - Water & Sanitation	2,089	3,023	0	3,023	712	2,015	1,303
	TOTAL EXPENDITURES	320,878	346,512	(227)	346,739	218,600	234,736	16,136
	TRANSIT CENTER SURPLUS (DEFICIT)	(320,878)	(346,512)	(227)	(346,739)	(218,600)	(234,736)	16,136

financial statements; substantially all

disclosures required by GAAP omitted.

Page 5-C

BASE VILLAGE METROPOLITAN DISTRICT #1 August 31, 2023 Accounts Payable

DATE	PAYEES	AMOUNT	DESCRIPTION	APPROVED BY
	CHECKS TO BE RATIFIED			
6/1/20	23 Black Hills Energy	257.65	Natural Gas	Autopay
	23 CenturyLink	213.85	Telephone Service	Autopay
	23 Base Village Co., Inc.	8,206.60	Central Plant & Water/Sewer	Murray & Singer
	23 Capitol Peak Lodge Condo Assc, Inc.	9.42	Commercial Operating & Capital Reserve Assessments	Murray & Singer
	23 Intrcomm Technology, Inc.	75.00	Website Hosting	Murray & Singer
	23 Karen Scott Fischer	50,000.00	CC Design Services/Remodel	Murray & Singer
	23 Mountain Pest Control, Inc.	70.00	Pest Control	Murray & Singer
	23 One Snowmass HOA	7,819.68	HOA Assessments	Murray & Singer
	23 Snowmass Mountain Lodging	6,214.50	District Management Fees	Murray & Singer
	23 Sopris Engineering, LLC	21,813.70	Garage Drainage Plan	Murray & Singer
	23 The Toledo Ticket Co.	2,235.06	SkiData Equipment & Shipping	Murray & Singer
	23 White Bear Ankele Tanaka & Waldron	949.33	Legal Fees	Murray & Singer
	23 Alsco	275.45	Door Mats	Murray & Singer
	23 Mountain Pest Control, Inc.	70.00	Pest Control	Murray & Singer
	23 Windcave Inc.	110.00	Parking Garage System Fees	Murray & Singer
	23 Base Village Co., Inc.	7,492.73	Central Plant & Water/Sewer	Murray & Singer
	23 Fiscal Focus Partners, LLC	8,400.00	2022 Audit	Murray & Singer
	23 IntrcommTechnology, Inc.	75.00	Website Hosting	Murray & Singer
	23 Marchetti & Weaver, LLC	4,178.64	Accounting Fees	Murray & Singer
	23 Snowmass Mountain Lodging	3,768.10	District Management Fees	Murray & Singer
	23 White Bear Ankele Tanaka & Waldron	1,076.36	Legal Fees	Murray & Singer
	23 Comcast	309.85	Cable & Internet - Conference Center	Autopay
	23 Capitol Peak Lodge Condo Assc, Inc.	35,804.93	Commercial Operating & Capital Reserve Assessments	Murray & Singer
	23 One Snowmass HOA	3,909.84	HOA Assessments	
	23 Holy Cross Energy	1,424.90	Electricity	Murray & Singer Autopay
	23 Black Hills Energy	1,424.90	Natural Gas	Autopay
	23 CenturyLink	213.85	Telephone Service	
	23 Alsco	498.34	Door Mats	Autopay Murray & Singer
	23 Base Village Co., Inc.	5,712.95	Central Plant & Water/Sewer	Murray & Singer
	6	,		
	23 essedesign	5,319.50 75.00	CC Signage, Design, Fabrication & Installation	Murray & Singer
	23 Intromm Technology, Inc.		Website Hosting	Murray & Singer
	23 Karen Scott Fischer	42,000.00	CC Design Services/Remodel	Murray & Singer
	23 Mountain Painting and Drywall, Inc.	9,297.00 70.00	CC Painting	Murray & Singer
	23 Mountain Pest Control, Inc.		Pest Control	Murray & Singer
	23 Snowmass Mountain Lodging	70,793.18	District Management Fees	Murray & Singer
	23 The Village Locksmith	449.42	CC Keys & Copies	Murray & Singer
	23 White Bear Ankele Tanaka & Waldron	5,380.21	Legal Fees	Murray & Singer
	23 Comcast	309.85	Cable & Internet - Conference Center	Autopay
	23 BV Garage Condo Assn, Inc.	101,206.97	HOA Garage Dues	Murray & Singer
	23 SKIDATA	1,005.00	Garage Equipment Repairs	Murray & Singer
	23 Holy Cross Energy	1,300.62	Electricity	Autopay
	23 Alsco	123.61	Door Mats	Murray & Singer
	23 Alarm Doctors	7,000.00	Deposit for Security Cameras	Murray & Singer
	23 Alsco	183.86	Door Mats	Murray & Singer
	23 Intromm Technology, Inc.	75.00	Website Hosting	Murray & Singer
	23 Mountain Pest Control, Inc.	70.00	Pest Control Parking Compa Suptam Free	Murray & Singer
	23 Windcave Inc.	296.34	Parking Garage System Fees	Murray & Singer
	23 Snowmass Mountain Lodging	88,067.20	District Management Fees	Murray & Singer
	23 Sopris Engineering, LLC	560.50	Jetting Project	Murray & Singer
8/23/20	23 Snowmass Mountain Lodging	25,549.30	District Management Fees	Murray & Singer
	TOTAL ACCOUNTS PAYABLE	530,471.29		

2023 Events	Group	Room	Housekeeping	Rental Rate	F&B	Payment
						Туре
			Restrooms,			
12/4	Ski Co: HR	Breakout	trash, main	\$1,000/day	NO F&B	
		rooms	hallways			
	Ski Co: HR		Restrooms,			
12/5		Breakout	trash, main	\$1,000/day	NO F&B	
		rooms	hallways			
	Ski Co:		Restrooms,			
12/13	Retail	Full Venue	Trash, main	\$1,750	NO F&B	Deposit
	Clinics		hallways			sent
2024 Events	Group	Room	Housekeeping	Rental Rate	F&B	Payment
						Туре
January	Rocky	Highlands	Restrooms,	\$3,000	NO F&B	
$12^{th} - 14^{th}$	Mountain	Room	trash, main			
	Trauma		hallways			
	New Jersey	Grand	Restrooms,			
Feb 2024	Ski Council	Ballroom	trash, main	\$3,000	Dinner	
			hallways			
February	World Cup	Full Venue	Restrooms,	\$1,750/day	Mawa	
26 th - March			trash, main	\$10,500		
3 rd			hallways			
April 4-Aprl	NASTAR	FULL VENUE	Restrooms,	\$1,750/day		
8th			trash, main			
			hallways			
June 9- June	Jazz	Full Venue	Restrooms,	\$1,750/day	Lunch	
21	Academy		trash, main	\$22,750	TBD	
			hallways			
October 10 th -	Church of	Full Venue	Restrooms,	\$2,250/@ 7	1 evening	
16	God Group		trash, main	day	of	
			hallways	\$15,750	catering	
2025 Events	Group	Room	Housekeeping	Rental Rate	F&B	Payment
						Туре
					Welcome	
February	Florida Ski	Full Venue	Restrooms,	\$5,00/rental+	& Family	
2025	Council		trash, main	F&B	night	
			hallways	Estimated	Dinners	
-				\$34k	TBD Dates	

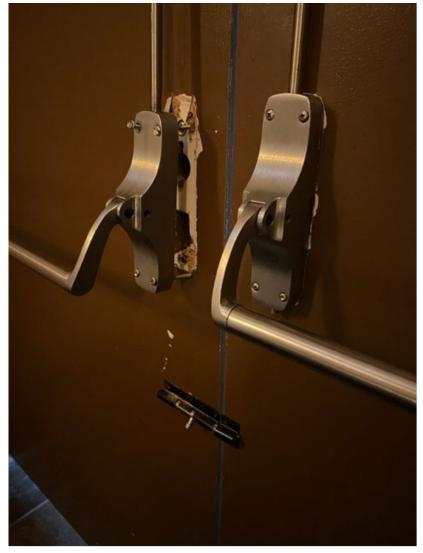
• Black confirmed, Red Strong Lead

Renovation Updates:

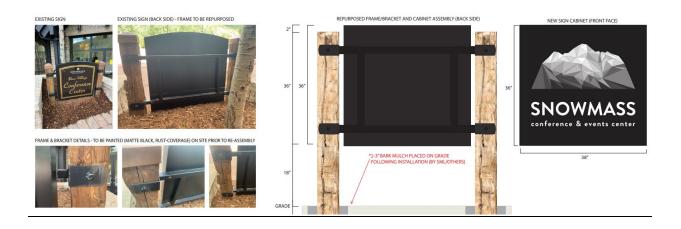
- Completed: New doors for all Ballroom, Snowmass, Highlands, and Aspen Rooms
- Completed: New locks for all new doors
- Completed: New carpet throughout entire venue
- Completed: woodwork/ drywall touchup throughout entire venue
- Received: New double doors for new wall by elevator (estimated to be installed by 9/22)
- Partially: Separation wall by elevator (estimated to be completed by 9/22)
- Partially: New Artwork installation (estimated to be completed 9/30)
- Ordered: Security Cameras Install TBD on when equipment arrives
- Ordered: Plants, Décor, Meeting tables
- In process: Outdoor signage with new logo (estimated completion November)
- In process: Website/Marketing (estimated completion mid-November)

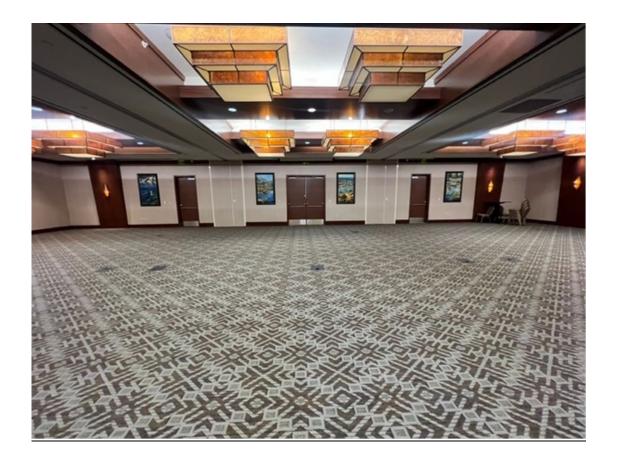
Outstanding Board Discussions:

- Storeroom locks still need to be installed on stairwell doors and back of house doors.
- Install new crash bars that lock on all front doors of venue. Our team adjusted these temporarily, but you are still able to pull doors open and access the building.
- I've been working with Capitol Peak property management on securing the double doors at the top of the stairs. We gave them the quotes to order new doors and get proper locks on the space. They said their property manager would handle fixing and securing the doors. They installed a small latch and have not repaired the detached crash bars. I will request that Capitol Peak finds a more permanent solution to securing these doors asap. Their economic approach is not secure.



Construction Progress Images:









ACCESS EASEMENT

This ACCESS EASEMENT (this "Easement") is made and entered into as of this ________ day of _______, 2023, by and between BASE VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and CAPITOL PEAK LODGE CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association").

RECITALS

WHEREAS, The District is the owner of the following described real property located in Pitkin County, Colorado:

Commercial Unit 1, Capitol Peak Lodge Condominium, Building 2A

(the "**Property**"); and

WHEREAS, the Association is the condominium association named and referred to in the Declaration of Covenants, Conditions and Restrictions for Capitol Peak Lodge Condominium, recorded in the real property records of the Clerk and Recorder of Pitkin County, Colorado on March 21, 2008, at Reception Number 547692, as amended and supplemented (the "**Declaration**"); and

WHEREAS, the Property is a unit located on the conference level of Building 2A of the Capitol Peak Lodge Condominium community (the "**Building**"), is subject to the Declaration, is improved as a conference center, and is owned, maintained, and managed by the District; and

WHEREAS, the second, third and fourth floors of the Building (the "**Residential Floors**") are comprised of residential condominium units (the "**Residential Units**"); and

WHEREAS, there is an elevator, which is part of the general common elements of the Association, in the location depicted on Exhibit A, attached hereto and incorporated herein (the "**Elevator**"), that provides access between the Property and the Residential Floors, which terminates at the lowest level at a hallway within the Property, which hallway is depicted on Exhibit A, attached hereto and incorporated herein (the "**Easement Area**"); and

WHEREAS, The District desires to grant to the Association a non-exclusive, perpetual access easement over the Easement Area as provided herein.

<u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Association covenant and agree as follows: 1. <u>Grant of Easement and Use</u>. The District hereby grants, sells, bargains and conveys to the Association, for the benefit of the owners, residents and guests of the Residential Units (the "**Permitted Users**"), a permanent, perpetual, non-exclusive easement on, over, above, under, across, and through the Easement Area, for the purpose of ingress and egress by the Permitted Users to and from the Residential Units by means of the Elevator.

2. <u>Maintenance and Damage</u>. The District shall remain obligated to maintain the Easement Area as part of the Property. Notwithstanding the foregoing, however, the Association shall be responsible for the cost of the repair of any damage to the Easement Area caused by any negligent or willful act or omission of any Permitted User while accessing the Easement Area as permitted by this Easement.

3. <u>Non-Exclusive; Reservation of Rights</u>. The easement granted herein is nonexclusive and subject to all former grants, easements, and title burdens of record. The District hereby reserves the right, as owner of the Property, including the Easement Area, to create and grant other easements, rights and privileges on, over, under, across and through the Easement Area and the District retains the right to use and occupy all or any portion of the Easement Area; provided that no such use, occupancy, creation or grant shall prohibit or unreasonably restrict, interfere with or impair, the exercise of the rights and privileges granted to the Association and Permitted Users in this Easement.

4. <u>Inurement</u>. This Easement shall run with the land and each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the parties, their respective legal representatives, heirs, successors and assigns.

5. <u>No Third-Party Beneficiaries</u>. Except as provided herein in relation to Permitted Users, this Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

6. <u>Subjacent and Lateral Support</u>. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement Area.

7. <u>Subject to Matters of Record</u>. This Easement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Area.

8. <u>Attorneys' Fees</u>. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall, to the extent permitted by law, be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section 8 shall survive the expiration or the termination of the Easement.

9. <u>Captions</u>. The captions of this Easement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Easement.

10. <u>Entire Agreement</u>. This Easement (including the exhibit attached hereto, which is incorporated herein) constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the parties with respect to all or any part of the subject matter hereof.

11. <u>Assignment</u>. The Association's rights and obligations hereunder may not be transferred or assigned without the prior written consent of the District.

12. <u>Governmental Immunity</u>. Nothing in this Easement shall be construed to limit, modify, or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the District, its respective officials, employees, contractors or agents, and in particular, the District's rights and protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

13. <u>Governing Law</u>. This Easement, including all questions concerning the construction, validity and interpretation of this Easement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Easement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Easement shall be in the District Court in and for Pitkin County, Colorado. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

14. <u>Severability</u>. If any portion of this Easement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Easement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Easement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. <u>Recording</u>. This Easement shall be recorded in the real property records of Pitkin County, Colorado.

16. <u>Counterparts</u>. This Easement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, included the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the District and the Association have executed this Easement as of the date first set forth above.

	BASE VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado
	By: Name: Title:
STATE OF COLORADO)) ss. COUNTY OF)	
	owledged before me this day of s the of Base
Witness my hand and official seal.	
My commission expires:	

Notary Public

[Signature page 1 of 2 to Access Easement]

CAPITOL PEAK LODGE CONDOMINIUM

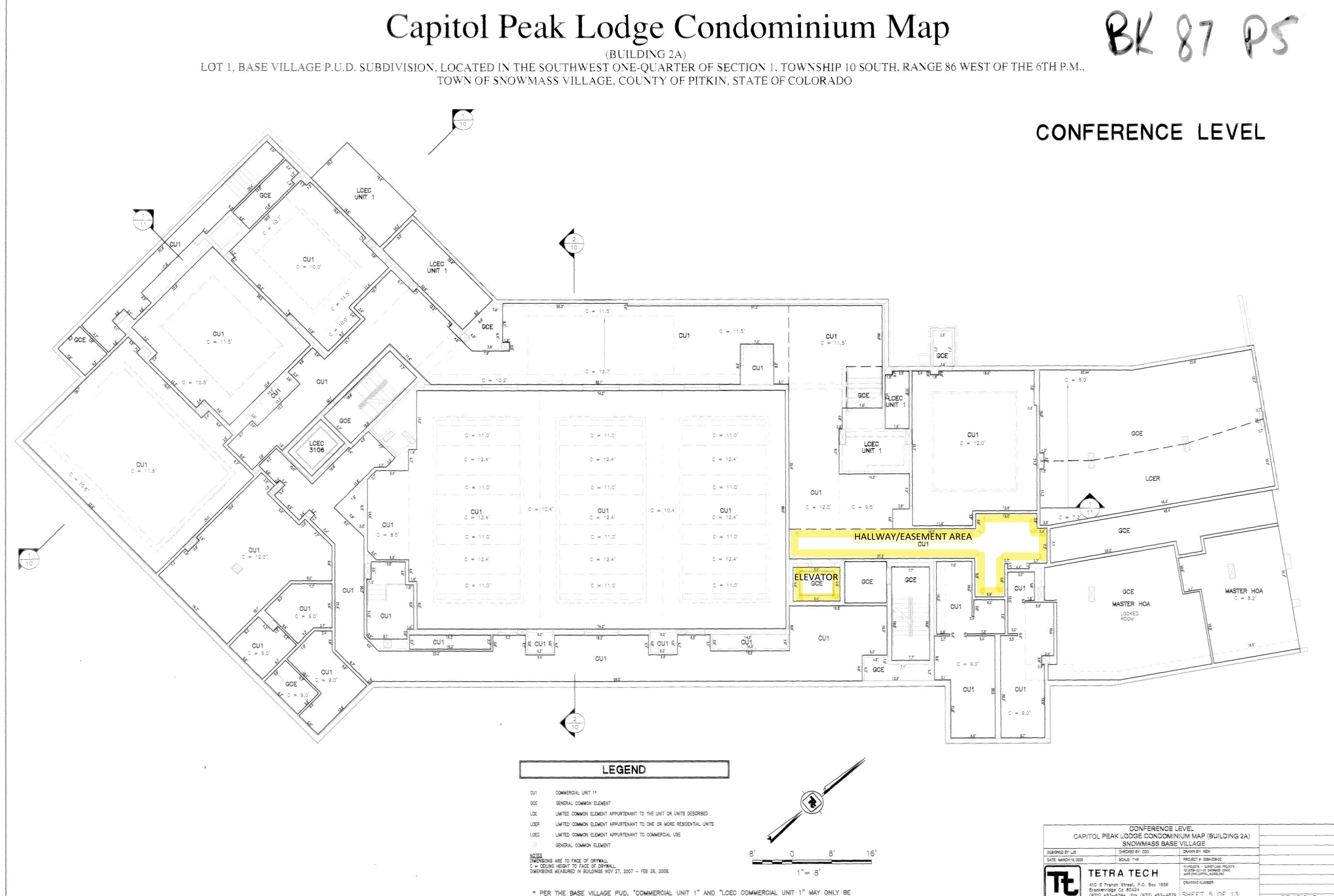
ASSOCIATION, INC., a Colorado nonprofit corporation

	By: Name: Title:
STATE OF COLORADO)	
) ss.))	
	owledged before me this day of
20, by, as Peak Lodge Condominium Association.	s the of Capitol
Witness my hand and official seal.	

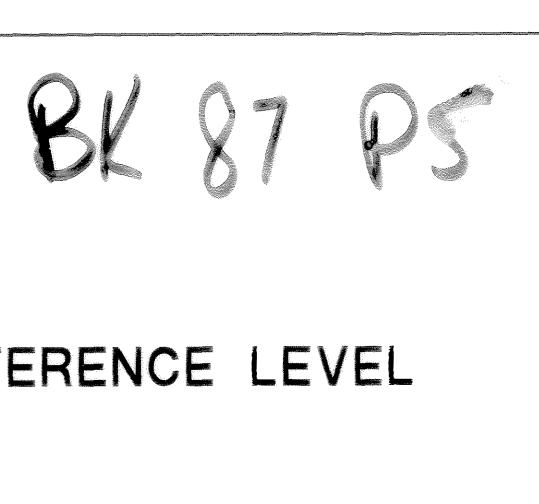
My commission expires: _____

Notary Public

[Signature page 2 of 2 to Access Easement]







CAF	CONFERENCE L ITOL PEAK LODGE CONDOMIN SNOWMASS BASE	IIUM MAP (BUILDING 2A)	
DESIGNED BY: LIB CHECKED BY: CDD		DRAWN BY: NEW	
DATE: MARCH 18, 2008 SCALE: 19-3		PROJECT # 6294-009-02	Sister Andreas
	TETRA TECH	P:\/HQUECTS - SURVEY\LAND PROJECTS P2\S158-021-00 SNOMMASS 00HD0 HAPS\DHG\DAPTICL_BLDG2LOND	
	410 S French Street, P.O. Box 1859	DRAWING NUMBER:	
	Breckenridge Co 80424 (970) 453–5394 Fax (970) 453–4579	SHEET 5 OF 13	REVISIONS



by eastwest

PARKING GARAGE MANAGER'S REPORT

Wednesday, September 20, 2023

2023/2024 Parking Garage

Current Day Skier parking rates are \$6/hr or \$42 max, with one hour free. Parking is free if you arrive after 4:00 PM. The Town of Snowmass is not planning on raising rates in the areas they manage. The Board will need to provide direction on what they would like to do with rates for the upcoming season so we can share with the Town and finalize the Winter Parking Plan for 2023/2024.