CATHEDRAL PINES METROPOLITAN DISTRICT
NOTICE OF REGULAR MEETING

Cathedral Pines Community Center
Monday, July 16, 2018
2:00 P.M.

Board of Directors

Bart Atkinson, President	Term Expires May 2020
Bill Heeter	Term Expires May 2022
Ecton Espenlaub	Term Expires May 2022
Gregg Cawlfield	Term Expires May 2022
Vacant	Term Expires May 2020

AGENDA

1. **Call to Order**

2. **Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**

3. **Election of Officers –** Proposed Officers for the remainder of 2018

   - President – Mr. Bart Atkinson
   - Vice President – Mr. Bill Heeter
   - Secretary Treasurer – Mr. Ecton Espenlaub
   - Assistant Secretary – Mr. Gregg Cawlfield

4. **Approval of Agenda**

4. **Consent Agenda Items** (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda)
   a. Approval of Board Meeting Minutes from the June 11, 2018 Meeting (attached)
   b. Acceptance of Unaudited Financial Statements as of July 13, 2018, the schedule of cash position updated as of July 13, 2018 and bank statements (attached)

5. **Consideration of items removed from Consent Agenda**

6. **Management Matters**
   a. Audit update
   b. Contract update – Independent contractors (see attached Draft)
   c. Update on Lodge maintenance status
   d. Lodge Rental Status – (see attached report)
   e. Update on Landscape and Trail Maintenance
   f. Street lights
   g. Security systems
   h. FEMA collection
   i. Watering and irrigation
   j. USPS Lockers update
   k. Meeting with HOA
   l. Other matters

7. **Financial Matters**
    a. Approval of Payables for the Period Ending July 16, 2018 (see attached)
    b. Budget review – presented at meeting
    c. Approval of limited Manager authority for emergency maintenance expenditure

8. **Legal Matters**
    a. Board vacancy update

9. **Public Comment** (Items Not on the Agenda Only. Comments limited to 3 minutes per person and taken in Order In Which They Appear on Sign-Up Sheet)

10. **Other Business**
    a. Next Meeting – August 8, 2018 at 2:00 PM
    b. Tour of Maintenance Facility

11. **Adjournment**

WALKER SCHOOLER
DISTRICT MANAGERS

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD JUNE 11, 2018
AT 2:00 P.M.

Pursuant to posted notice, the special meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Monday, June 11 at 2 p.m., at 13977 Milam Rd., Colorado Springs, CO.

In attendance were Directors:

Bart Atkinson, President
Bill Heeter
Gregg Cawlfield

Also in attendance were:

Jamie Adams, Warren Management
Kevin Walker, Walker Schooler District Managers
Kristina Kulick, Walker Schooler District Managers

1. Call to Order:
President Atkinson called the meeting to order at 2:07 p.m.

2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures:
President Atkinson confirmed a quorum.

3. Approval of the Agenda: The Board reviewed the Agenda and Consent Agenda items. Director Cawlfield moved to approve the Agenda and excuse Director Espenlaub; seconded by Director Heeter. The motion passed unanimously.

4. Consent Agenda Items:

a. Approval of Board Meeting Minutes from the May 14, 2018 Meeting (attached)
b. Acceptance of Unaudited Financial Statements as of May 31, 2018, the schedule of cash position updated as of June 7, 2018 and bank statements (attached)

Director Cawlfield moved to approve the Consent Calendar; seconded by Director Heeter. The motion passed unanimously.

5. Consideration of items removed from Consent Agenda:
There were no items removed from the Consent Agenda.

6. Management Matters:

a. Audit progress - Mr. Walker said that the Auditors have completed the audit research. Waiting on the draft that should be sent by the end of the month. Director Cawlfield asked if the Board will receive a copy of the draft. Mr. Walker said he will send it over once it is received and he reviews it.

b. Contract update - Mr. Walker said he is still needing to get the independent contractor contracts completed.

c. Update on Lodge maintenance status – Ms. Adams said they are taking care of the mice issue at the Lodge. The furnace needs pans and pipes fixed before winter. Pans are priority since none of the furnaces have them. Director Heeter asked about this being an unbudgeted expense. Mr. Walker confirmed that it is part of the maintenance budget. Ms. Adams added that this is not a monthly or yearly issue, so it is not specifically budgeted. Ms. Adams said there is a refrigerator cord issue that they are working on getting fixed. Ms. Adams updated the Board that the woodpecker issue has been taken care of. She will get the handyman out to put the door hinge knobs installed around the Lodge.

d. Update on Landscape Maintenance – Director Cawlfield asked about the time spent since Warren Management's contract is not hourly. Ms. Adams said the irrigation has been the reason for a lot of the time spent. She said now that the irrigation is done the landscaper will be able to work on other things such as vegetation. Director Cawlfield asked about vegetation in the medians and if it has always been there. Ms. Adams confirmed they were added last year. Ms. Adams discussed the fish in the ponds and passed out information and proposal for monthly algae and aquatic weed control from Solitude. Ms. Adams said we will get Rainbow Trout in the pond, but they are a sensitive fish to water temperature so they were initially concerned how the fish would do this year. She said there is also Grass Carp in the ponds. Director Cawlfield said his Rainbow Trout have doubled in size since last year. President Atkinson said the ponds have been checked by Biologists and they said that the ponds have a healthy ecosystem. Director Cawlfield suggested aeration for winter time when it freezes over so the fish don't die off and we have to start over every year. He thought they may then reproduce in the future. Ms. Adams said we do have algae and it needs to be addressed. The Board reviewed the proposal for the monthly service to take care of the ponds and algae. Director Heeter asked about a history with the company Solitude. Ms. Adams said they are used in other communities for lake management. President Atkinson asked if this would come out of the landscape budget or would it be extra. Mr. Walker confirmed it is part of the landscape maintenance budget. Director Heeter asked if it would be a yearly thing. Mr. Walker said it could be included in the budget and would have better budget numbers next year. Director Cawlfield pointed out in the proposal that they will take care of weeds and cat tails on the bank which would be very important since the ponds are good for water if there was a fire, and if there were cat tails taking over the pond that would prevent them dipping in for water. Director Cawlfield thinks the price on the proposal is very good considering everything we are getting. President Atkinson moved to approve the pond management proposal; seconded by Director Cawlfield. Motion passed unanimously.

e. Street light update – Ms. Adams explained that last year employees with Berwick came

out to find where the break was. They found the break, but the residents had El Paso County come out for the drainage and it took out the whole section so Burwick will have to come out and re-flag the area and start over. Ms. Adams is unsure what El Paso County did with the electrical. There is also 150 feet of missing electrical on Winslow in the road/medians. Ms. Adams doesn't know if it happened when houses were being built and if they hit something and did not report it. Director Cawlfield remembers the County being there 4 years ago due to flooding. Ms. Adams wonders if that is when it happened and if the County took it out. She is waiting on an update from Burwick to see what will be done on the missing electrical and is waiting for them to send a proposal to have the missing electrical replaced. On the LED bulbs, the electrician will have to go back and check records but he thinks they were all done in 2016. Due to conditions of the LEDs and how often they are on they should last around 2 years according to the electrician. President Atkinson suggested replacing them on an as needed basis as they burn out instead of replacing everything at once. Director Heeter agreed doing it as needed is best moving forward.

f. Land donation from Cathedral Pines Development Co. - Director Cawlfield moved to ratify and accept the land donation from Cathedral Pines Development Co. The motion was seconded by Director Heeter. Motion passed unanimously.

g. ADT – Mr. Walker explained that ADT costs $200/month and asked if the Board wants to keep the service. Director Cawlfield asked about the contract. President Atkinson asked if it is necessary to keep it since there are problems with false alarms. ADT is separate from the fire alarm system. Director Heeter thought the price was high. President Atkinson said that it also includes the barn as well as the Lodge so that adds to the price. Director Cawlfield explained the equipment in the barn has a lot of expensive equipment, so he thinks we should keep the service. Director Heeter asked Mr. Walker to see if we can get a lower monthly price.

h. FEMA – collection costs - Mr. Walker said he reports on it every month, but he thinks it would be important to have the money in the bank. $115,000 that would be reimbursed by FEMA to the District. He suggests hiring President Atkinson for a 5% success fee since we would have to hire someone to get this to the finish line. Mr. Walker believes it is critical to get this done so the money can be in the budget since it is needed. President Atkinson said he would agree to complete what is needed for the FEMA funds which includes documents and flood plain reports for a 5% success fee so that money would not have to be taken out of the budget to have it done. He would not be paid until it was done and the District receives the funds. President Atkinson stated he wants to make sure it is done the right way, but he needs to be reimbursed for getting it done. President Atkinson wants to make sure the Board agrees. Initially, he said he would take a quad and trailer as payment for getting it done, but Mr. Walker is uncomfortable with doing that and believes it could be misconstrued. President Atkinson suggested it as just an idea but agrees that it could be questioned so he is okay with the 5% success fee. Director Heeter suggested selling those items to get money for the District since we were on the topic. President Atkinson said the biggest money item would be the tractor. He also suggested renting the barn if we cannot sell it. Mr. Walker will check the zoning but he is not sure that the District can rent it out due to zoning. President Atkinson brought up installing a cell tower at the barn for something to think about down the road. Director Cawlfield would like a monthly progress report on the FEMA funds

status if we decide to do this. He also asked about if FEMA did not pay the full $115,000. President Atkinson confirmed it would be 5% of FEMA funds paid to the District. He said he would work on getting all the documents needed to FEMA, but this would take a lot of time on his end and ultimately a lot of it is out of his hands. The Board agreed they want to get this done to get the funds. Director Cawlfield asked if Mr. Susemihl was okay with this from a legal standpoint. Mr. Walker confirmed that Mr. Susemihl was okay with it. Director Heeter moved to approve hiring President Atkinson to complete the FEMA collection costs for a 5% success fee. Seconded by Director Cawlfield. Motion passed. President Atkinson abstained from voting.

i. Watering and irrigation – Ms. Adams discussed issues with pressure and water down Milam Rd. She said every day there was water running out of the well and it would not pressure up. President Atkinson said he jumped in and put in 18 to 20 hours of his time to help get this fixed and he would like to be reimbursed for his time, 18-20 hours. He said he discussed this with Mr. Walker and Mr. Susemihl, but Mr. Susemihl thinks it may not be a good idea. President Atkinson proposes to be paid for 18 hours at $55/hour. He said Mr. Walker's concern is paying Board members for extra work that is done. Mr. Walker requested President Atkinson to write up an invoice and the Board can discuss it next month. Director Heeter asked President Atkinson if he is confident that it is fixed. Ms. Adams confirmed it is up and running. Mr. Walker explained that this is an expensive repair and could cost a minimum of $500 to have someone come out for a leak detection just to give the Board an idea. Director Cawlfield asked if the landscaper is going to invoice for his time working on this before President Atkinson repaired it. Ms. Adams said she has not received an invoice from him, but she can find out if he will be invoicing for his time working on it. Mr. Walker said Robinsons did send an invoice. Director Cawlfield asked if we know how to prevent it and how to fix it if it happens again. Ms. Adams said she has been taking notes and has documented everything. President Atkinson said he has discussed what was done to fix it with the landscaper and Robinsons. He added that he would be available to tell them in the future if it happens again. President Atkinson will put together an invoice for the Board to consider. Mr. Walker said that Mr. Susemihl does not think it is a major issue, but that there is a statute against paying Board members. Mr. Walker will get Mr. Susemihl to clarify on this issue for the Board.

j. Trees and plaques billing price, etc. - President Atkinson said that Randy has asked for some of the plaques and trees to complete, but the question is what we charge Reemers for them. Mr. Walker said it was decided last meeting that we would charge Reemers $750. President Atkinson said that he is going to increase his price to the builders based on our price increase. Director Cawlfield said we raised the price by $250. The Board discussed that the District still owes the builder of the trees $11,000. He is not complaining but he does want to be paid. This will be paid shortly.

k. USPS Lockers – Director Cawlfield suggested having Reemers pour the concrete for the lockers. The Board discussed getting a price quote from Randy on pouring the concrete. Director Heeter said that Director Espenlaub wants one large locker away from the road instead of having two smaller ones. Mr. Walker thinks that we will have to get two lockers side by side. Director Heeter would like to see what it looks like. Director Cawlfield asked about the size of pad. Mr. Walker thinks it may be 4x4. Director Cawlfield said that someone would have to pull the landscaping back and match up with

the sidewalk then USPS would bring the lockers.

l. Meeting with HOA – The Board discussed that the meeting with the HOA is postponed until officers are determined and the vacant spot is filled. Mr. Walker said he has not received interest yet. President Atkinson said he has heard that Lynn Shepard was interested to be considered for the open vacancy. Director Cawlfield and Ms. Adams think she would be good and she is on the ACC. Director Cawlfield said she is outspoken and matter of fact and looks at the big picture. President Atkinson said that she has the time and he will look for her email that she sent him. Director Cawlfield asked about the other 5 people that may be interested. President Atkinson said that they have not responded to the email that was sent. The Board agrees that these people need to respond in order to be considered and the email said to respond by June 1st. Mr. Walker will ask Lynn Shepard for a resume and will schedule an interview with her. Mr. Walker will keep working on this.

7. Financial Matters:

a. Approval of Payables for the Period Ending May 11, 2018 (present at meeting) - The Board reviewed the payables with the amendments made. The Board discussed items on the payables and the payments to Counsel for attending last month's meeting. Director Cawlfield asked about a legal firm that handles both HOA's and District Boards and if it would be more cost effective to do that. Mr. Walker said the Board could discuss that at the end of the year and get a proposal from White Bear. Mr. Walker said that it would be the Board's decision to make. Director Heeter thinks it is worth a continuing discussion. Director Cawlfield wants a proposal and to be good financial stewards of the tax payer's money. Director Cawlfield moved to approve the payables for the period ending May 11, 2018. Seconded by Director Heeter. Motion passed unanimously.

b. Budget review – Mr. Walker will be giving the Board a more detailed budget review at the end of the month. He is a little concerned about the end of the year finances. Director Cawlfield asked about tax revenue coming in. Mr. Walker confirmed that more tax revenue will be coming in. Mr. Walker said it looks like we will be balancing the budget, but we are going to end up with a limited amount of money in the bank. Mr. Walker projects $15,000 short if the District does not get the FEMA funds, but there are things the Board can look at and make changes to. The reason it is short is from last year's spending of the reserves. Director Cawlfield asked about the value of the barn and the land it is on. President Atkinson said it cannot be built on and the only one who would have use for it is the neighboring lot. President Atkinson said it is not a buildable lot but there is a water well for irrigation. Mr. Walker said the District could disassemble the barn and sell it, but not really the land. Ms. Adams said someone was upset about the way the barn area looked and posted comments on Google about it. President Atkinson said that it is a maintenance facility so there is equipment. Director Cawlfield said he may have an interest in buying it for the only use of storage of equipment. Mr. Walker will look into it.

8. Legal Matters:

a. Board vacancy update – President Atkinson said that Director Heeter had interest in the Vice President position and Director Espenlaub had interest in the Secretary/Treasurer position. President Atkinson has no problem with that. Director Cawlfield said he is

good with that as well and does not have interest in an officer position. He may eventually step off the Board once the vacancies are filled. President Atkinson will eventually be leaving the Board as well. They will try to stagger their leaving the Board. The Board discussed the easement. President Atkinson said he has the maps and Ms. Adams recommended he turns the maps over to the Board.

b. Review of Lodge contract

9. Public Comment:

There were no public comments.

10. Other Business:

a. Next Meeting – Mr. Walker said there is a scheduled event at the Lodge on the same day as next month's Board meeting. The Board decided to reschedule next month's meeting for July 16, 2018 at 2:00 p.m.

11. Adjournment:

Director Heeter moved to adjourn; seconded by Director Cawlfield. The meeting was adjourned at 4:05 p.m.

Respectfully Submitted,

_____

By: Kevin Walker, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL JUNE 11, 2018 MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

_____

Bart Atkinson, President

_____

Gregg Cawlfield, Director

_____

Bill Heeter, Director

_____

Ecton Espenlaub, Director

_____

Cathedral Pines Metropolitan District
Profit & Loss
January 1 through July 13, 2018

		Jan 1 - Jul 13, 18
Ordinary Income/Expense		
Income		
DS INCOME		
DS Interest Income	343.69	
DS Prop Tax Revenue	341,392.69	
Specific Ownership Taxes	4,589.87	
Total DS INCOME		346,326.25
GF INCOME		
GF Interest Income	1.58	
GF Prop Tax Revenue	107,004.65	
Insurance Reimbursement	1,887.10	
Rental Income - Lodge Events	46,200.00	
Rental Income - Sales Office	2,560.00	
Specific Ownership Taxes	22,297.01	
Total GF INCOME		179,950.34
Sales of Product Income		9,000.00
Total Income		535,276.59
Gross Profit		535,276.59
Expense		
DS EXPENSES		
Collection Fee DS (Treasurer)	5,120.94	
Interest Expense DS	111,481.25	
Total DS EXPENSES		116,602.19
GF EXPENSES		
Bank Charges	43.41	
Cleaning	895.00	
Collection Fee GF(Treasurer)	1,605.09	
Event Exp (adv/bkg/cln/hst)	14,979.78	
Event Supplies	1,206.41	
Insurance	11,411.27	
Landscape Maintenance	14,685.65	
Legal Fees	7,744.15	
Maintenance Management	10,800.00	
Management Expense	12,000.00	
Office Expenses	14.06	
Repair & Maintenance	8,159.96	
Security	1,420.94	
Snow Removal	8,000.00	
Telephone	1,146.41	
Trash	2,872.92	
Utilities	12,737.94	
Total GF EXPENSES		109,722.99
Purchases		31,255.00
Total Expense		257,580.18
Net Ordinary Income		277,696.41
Net Income		277,696.41

Cathedral Pines Metropolitan District
Balance Sheet
As of July 13, 2018

			Jul 13, 18
ASSETS			
Current Assets			
Checking/Savings			
Checking - General Fund			90,814.57
MM - CSafe Bond Fund UMB			0.53
MM - Debt Svc Fund			357,867.74
Total Checking/Savings			448,682.84
Accounts Receivable			
Accounts Receivable			9,000.00
Total Accounts Receivable			9,000.00
Other Current Assets			
Prop Tax Rec - Debt Svc			313,363.00
Prop Tax Rec - Gnl Fund			144,141.00
Total Other Current Assets			457,504.00
Total Current Assets			915,186.84
Fixed Assets			
Community Center			
Accum Depreciation		-443,039.00	
Original Cost		1,328,384.00	
Total Community Center			885,345.00
Equipment			
Accum Depreciation		-1,755.00	
Equipment - Other		13,922.00	
Total Equipment			12,167.00
Parks, Trails & Monument			
Accum Depreciation		-448,680.00	
Original Cost		897,354.77	
Total Parks, Trails & Monument			448,674.77
Total Fixed Assets			1,346,186.77
TOTAL ASSETS			**2,261,373.61**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable (A/P)			29,146.26
Total Accounts Payable			29,146.26
Other Current Liabilities			
Accrued Interest - DSvc			18,737.67
Deferred Prop Tax - DSvc			313,363.00
Deferred Prop Tax - Gnl			144,141.00
Deposits- Lodge Events			50,525.00
Total Other Current Liabilities			526,766.67
Total Current Liabilities			555,912.93
Long Term Liabilities			
Bonds Payable 2016			
Bond Premium 2016			
A/A Bond Premium 2016	-26,322.18		
Bond Premium 2016 - Other	414,881.70		
Total Bond Premium 2016		388,559.52	

Cathedral Pines Metropolitan District
Balance Sheet
As of July 13, 2018

	Jul 13, 18
Bonds Payable 2016 - Other	4,660,000.00
Total Bonds Payable 2016	5,048,559.52
Total Long Term Liabilities	5,048,559.52
Total Liabilities	5,604,472.45
Equity	
Debt Svc / Cap Proj Funds	155,805.00
General Fund-Restricted	8,054.00
General Fund-Unrestricted	33,873.00
Gov't Wide Fund Balance	-3,741,036.79
Retained Earnings	-77,490.46
Net Income	277,696.41
Total Equity	-3,343,098.84
TOTAL LIABILITIES & EQUITY	2,261,373.61

8:55 AM
07/13/18
Accrual Basis

Cathedral Pines Metropolitan District
Profit & Loss Prev Year Comparison
January 1 through July 13, 2018

	Jan 1 - Jul 13, 18	Jan 1 - Jul 13, 17	$ Change	% Change
Ordinary Income/Expense				
Income				
DS INCOME				
DS Interest Income	343.69	204.34	139.35	68.2%
DS Prop Tax Revenue	341,392.69	266,919.33	74,473.36	27.9%
Specific Ownership Taxes	4,589.87	0.00	4,589.87	100.0%
Total DS INCOME	346,326.25	267,123.67	79,202.58	29.7%
GF INCOME				
FEMA Funds	0.00	5,250.00	-5,250.00	-100.0%
GF Interest Income	1.58	12.30	-10.72	-87.2%
GF Prop Tax Revenue	107,004.65	122,782.61	-15,777.96	-12.9%
HOA Expense Reimb	0.00	5,810.00	-5,810.00	-100.0%
Insurance Reimbursement	1,887.10	0.00	1,887.10	100.0%
Rental Income - Lodge Events	46,200.00	56,810.00	-10,610.00	-18.7%
Rental Income - Sales Office	2,560.00	1,960.00	600.00	30.6%
Specific Ownership Taxes	22,297.01	25,655.10	-3,358.09	-13.1%
Total GF INCOME	179,950.34	218,280.01	-38,329.67	-17.6%
Sales of Product Income	9,000.00	0.00	9,000.00	100.0%
Total Income	535,276.59	485,403.68	49,872.91	10.3%
Gross Profit	535,276.59	485,403.68	49,872.91	10.3%
Expense				
DS EXPENSES				
Collection Fee DS (Treasurer)	5,120.94	4,004.53	1,116.41	27.9%
Interest Expense DS	111,481.25	113,986.97	-2,505.72	-2.2%
Total DS EXPENSES	116,602.19	117,991.50	-1,389.31	-1.2%
GF EXPENSES				
Accounting	0.00	10,500.00	-10,500.00	-100.0%
Bank Charges	43.41	-544.50	587.91	108.0%
Cleaning	895.00	600.00	295.00	49.2%
Collection Fee GF(Treasurer)	1,605.09	1,841.60	-236.51	-12.8%
Event Exp (adv/bkg/cln/hst)	14,979.78	16,265.01	-1,285.23	-7.9%
Event Supplies	1,206.41	3,362.57	-2,156.16	-64.1%
Insurance	11,411.27	10,284.83	1,126.44	11.0%
Landscape Maintenance	14,685.65	17,577.38	-2,891.73	-16.5%
Legal Fees	7,744.15	603.75	7,140.40	1,182.7%
Maintenance Management	10,800.00	0.00	10,800.00	100.0%
Management Expense	12,000.00	17,500.00	-5,500.00	-31.4%
Office Expenses	14.06	1,077.12	-1,063.06	-98.7%
Payroll Expenses{121}				
Taxes	0.00	937.76	-937.76	-100.0%
Wages	0.00	10,967.50	-10,967.50	-100.0%
Total Payroll Expenses{121}	0.00	11,905.26	-11,905.26	-100.0%
Repair & Maintenance	8,159.96	34,209.80	-26,049.84	-76.2%
Security	1,420.94	2,444.51	-1,023.57	-41.9%
Snow Removal	8,000.00	8,280.00	-280.00	-3.4%
Telephone	1,146.41	781.27	365.14	46.7%
Trash	2,872.92	2,804.01	68.91	2.5%
Utilities	12,737.94	16,094.89	-3,356.95	-20.9%
Total GF EXPENSES	109,722.99	155,587.50	-45,864.51	-29.5%
Purchases	31,255.00	0.00	31,255.00	100.0%
Total Expense	257,580.18	273,579.00	-15,998.82	-5.9%
Net Ordinary Income	277,696.41	211,824.68	65,871.73	31.1%
Net Income	277,696.41	211,824.68	65,871.73	31.1%

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made this _____ day of _____, 20_____, by and between Cathedral Pines Metropolitan District, a quasi-municipal corporation, having its principal place of business at 614 N. Tejon St., Colorado Springs, CO 80903("District") and _____ a having its principal place of business at _____ ("Contractor").

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

Scope of Agreement

Contractor shall provide the following professional services, (hereinafter "Services")

1. Event day services at the Lodge at Cathedral Pines including but not limited to:
   a. Opening and closing of the Lodge facilities
   b. Event setup as needed
   c. Event management including coordination and assistance to the renter during the vent
   d. Event close out including breakdown of the setup and clean up as needed.

Contractor shall commence, perform, and complete such Services and receive contract pay by District for such services in the following manner:

_____

_____

_____

_____

District is engaged in management and use of its grounds and facilities and wishes to enter into this agreement with Contractor in order to provide these Services.

Term

The term of this agreement shall commence on _____, 20__, and shall continue until December 31, 20__. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by District or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract may be renewed on affirmative action by the Board.

Intent of the Parties

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of District, and that:

a. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DISTRICT.**

b. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONTRACTOR.**

c. Contractor does not have the authority to act for the District, or to bind the District in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the District. Contractor is not an agent of the District, and will not hold itself out to the public as an agent of the District.

d. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

e. District will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.

f. Neither Contractor, nor its employees, will receive benefits of any type from the District.

g. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the District.

h. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.

i. Contractor will not combine its business operations in any way with the District's business operations, and each party shall maintain their operations as separate and distinct.

j. Contractor verifies that they are allowed to legally work in the United States and will cooperated in the confirmation of such with the e-verify system as required by the District.

Contractor Responsibilities

In addition to all other obligations contained herein, Contractor agrees:

a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.

b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of District.

c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

Contract Payment

a. Payment

For the satisfactory performance of the Services hereunder, District shall pay Contractor at the contract rates identified above for its Services on the last business day of the month provided invoices are received within 5 business days prior to the end of the month. Payment will not be made on a salary basis. District shall have no obligation to make any payments until such time as District or its Manager accepts performance as satisfactory. All payments under this contract will be made to the Contractor as noted above. Contractor acknowledges the contract pay was negotiated or bid by Contractor.

b. Invoices

Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed.

Insurance

a. No later than seven days after execution of this Agreement, Contractor shall provide District with certificates of insurance evidencing the types and amounts specified below:

   1. Standard workers' compensation insurance as required by law or applicable Colorado waiver.

   2. Automobile liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services. Contractor shall carry insurance, insuring all owned and non-owned automobiles.

b. Insurance coverage shall not be reduced below the limits described above or canceled without District's written approval of such reduction or cancellation.

c. Contractor shall require that any of its agents and/or subcontractors who enter upon the District's premises shall maintain like insurance. Certificates of such insurance shall be provided to District upon request.

d. With regard to all insurance, such insurance shall:

   1. Be primary insurance to the full limits of liability herein before stated and should District have other valid insurance, District insurance shall be excess insurance only.

   2. Not be canceled without thirty (30) days prior written notice to District.

Notice

Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

a. Notices to District shall be addressed to:

Kevin Walker

President

Walker Schooler District Managers

Colorado Spring, CO 80903

b. Notices to Contractor shall be addressed to:

_____

_____

_____

_____

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

Termination

Neither District nor Contractor may terminate this Agreement during the contract period unless the specifications of this Agreement are not met by either party. If, at any time, a party's performance or conduct under this Agreement is found by either party to be in breach of this Agreement, the breaching party shall have three (3) days to cure the breach. If the breach is not cured within three (3) days from notification of the breach, then this Agreement may be terminated by the non-breaching party. If damages are caused to the non-breaching party as a result of the breach of this Agreement, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

General Terms and Conditions

a. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

b. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

c. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the District. District makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

d. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of Colorado.

e. Entire Agreement, Amendments, and Modification

This Agreement constitutes the entire Agreement between District and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

f. Confidentiality [if Contractor will have access to confidential information]

Contractor may have access to District's Confidential Information, which includes: all non-public information concerning or arising from District's business, trade secrets, client and customer lists, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of District.

g. Assignability

Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor's discretion.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **INDEPENDENT CONTRACTOR AGREEMENT** as of the date first stated above.

DISTRICT	CONTRACTOR
_____	_____
(Signature)	(Signature)
_____	_____
(Type Name)	(Type Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

State of _____

County of _____

SWORN to before me this _____ day of _____, 20__

_____

Notary Public

My Commission expires: _____

2018 CONFIRMED EVENTS (Deposit Received)

Date	Renter	Deposit	Event	Times	Revenue	BOOKING PD	MICHELLE PD
Sat 02/03	Parker	$ 250.00	party	4:00 PM 12:00 AM	$ 250.00	$ -	$ 25.00
Fri 02/16	Devitt		rehersal	3:00 PM 4:00 PM			
Sat 02/17	Devitt	$ 800.00	wedding/reception	TBD	$ 1,370.00	$ -	$ 150.00
Sat 02/24	~~*xld*Brewer~~	$ -	wedding/reception	CANCELLED 10/18/17	$ -		$ 150.00
Mon 03/05	Shandy	$ 250.00	party	TBD	$ 250.00	$ -	
Thu 03/08	Miller	$ 250.00	party	TBD-Resident	$ 250.00	$ -	
Sat 03/17	Jain	$ 250.00			$ 250.00	$ -	
Sat 03/24	Bentley	$ 800.00	wedding/reception	TBD	$ 1,800.00	$ -	$ 150.00
Fri 03/30	Epperson	$ 250.00	party	3:00 PM 11:00 PM	$ 250.00	$ -	
Sat 03/31	Humber	$ 800.00	wedding/reception	TBD	$ 1,000.00	$ -	$ 150.00
Fri 04/06	Carlton	$ 800.00	wedding/reception	TBD	$ 1,835.00	$ -	$ 150.00
Sat 04/14	Spearman	$ 800.00	wedding/reception	11:00 AM 9:00 PM	$ 1,985.00	$ -	$ 150.00
Sun 04/15	Sammy	$ 800.00	wedding/reception	8:00 AM 5:00 PM	$ 1,800.00	$ -	$ 150.00
Sat 04/21	Wiley	$ 800.00	wedding/reception	TBD	$ 1,800.00	$ -	$ 150.00
Fri 04/27	Hickey		wedding/reception	TBD			
Sat 04/28	Hickey	$ 1,000.00	wedding/reception	TBD	$ 2,285.00	$ -	$ 150.00
Sat 05/05	Kane	$ 800.00	wedding/reception	TBD	$ 2,545.00	$ 2,295.00	$ 150.00
Sat 05/12	Rogers	$ 250.00	wedding/reception	TBD-Resident	$ 250.00	$ -	
Sat 05/19	Mohr	$ 250.00	party	3:00pm 11:00pm	$ 250.00	$ -	
Fri 05/25	Brookhiser	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ -	$ 150.00
Sat 05/26	McVay	$ 250.00		TBD	$ 250.00	$ -	
Sun 05/27	Miller	$ 250.00	party	TBD-Resident	$ 250.00		
Mon 06/04	Kunkel	$ 800.00	wedding/reception	TBD	$ 1,800.00	$ -	$ 150.00
Sat 06/09	Schneider	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ -	
Sun 06/10	Schluckebier/Lopez	$ 800.00	wedding/reception	1:00 PM 11:00 PM	$ 2,500.00	$ -	
Thu 06/07	~~*xld*Colglazier~~	$ -	wedding/reception	CANCELLED 1/8/18	$ -		$ 150.00
Sat 06/16	Groves			TBD	$ 2,535.00	$ -	$ 150.00
Sat 06/16	~~*xld*Hajjar~~	$ 250.00	wedding/reception	CANCELLED 11/27/18	$ 2,500.00		$ 150.00
Sun 06/17	Weyand	$ 800.00	wedding/reception	TBD	$ 2,650.00	$ -	$ 150.00
Thu 06/21	Shankar		party	TBD			
Fri 06/22	Shankar		party	TBD	$ 250.00	$ -	
Sat 06/23	George	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ -	$ 150.00
Sun 06/24	Payas	$ 800.00	wedding/reception	1:00 PM 11:00 PM	$ 1,700.00		
Mon 06/25	Erickson/ Samuels	$ 800.00	wedding/reception	TBD-moved from 2017	$ 1,985.00	$ 100.00	$ 150.00
Thu 06/28	Thompson	$ 800.00	wedding/reception	TBD	$ 1,400.00	$ -	$ 150.00
Fri 06/29	McIntyre	$ -	wedding/reception	split	$ 2,535.00	$ -	$ -
Sat 06/30	Savage	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ -	$ 150.00
Mon 07/02	Donaldson	$ 800.00	wedding/reception	TBD-moved from 2018 to 2021	$ 1,800.00		$ 150.00
Fri 07/06	Espenlaub	$ 250.00	wedding/reception	4:00pm 11:00pm	$ 250.00	$ -	

Sat 07/07	Doryland	$ 800.00	wedding/reception	1:00 PM 11:00 PM	$ 1,700.00		
Sun 07/08	Albin	$ 800.00	wedding/reception	TBD	$ 1,700.00		$ 150.00
Mon 07/09	Dieball	$ 800.00	wedding/reception	TBD	$ 1,800.00		$ 150.00
Thu 07/05	~~*xld*Bennett~~	$ -	wedding/reception	CANCELLED 10/11/17	$ -		$ 150.00
Thu 07/12	Mcconnell/ Kearse	$ 800.00	wedding/reception	2:00 PM 10:00 PM	$ 1,800.00	$ -	
Fri 07/13	Insana	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ -	$ 150.00
Sat 07/14	Alexander	$ 800.00	wedding/reception	12:00 PM 10:00 PM	$ 2,500.00	$ -	$ 150.00
Fri 07/20	Miller	$ 250.00	party	TBD-Resident	$ 250.00	$ -	
Sat 07/28	Schaer	$ 800.00	wedding/reception	1:00 PM 11:00pm	$ 2,500.00	$ -	
Thu 08/02	Valenzuela	$ 800.00			$ 1,800.00	$ -	
Sat 08/04	Yourkowski	$ 800.00	wedding/reception	TBD	$ 2,835.00	$ -	$ 150.00
Fri 08/10	Emery	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	$ 150.00
Sat 08/11	Loof	$ 800.00	wedding/reception	TBD	$ 2,800.00	$ 2,000.00	$ 150.00
Sun 08/12	Finkenbinder	$ 800.00	wedding/reception	TBD	$ 2,800.00	$ 2,000.00	$ 150.00
Sat 08/18	Zerkel	$ 800.00	wedding/reception	11:00 AM 9:00 PM	$ 1,700.00		$ 150.00
Sat 08/18	~~*xld*Underwood~~	$ 250.00	wedding/reception	CANCELLED 1/12/18	$ -		$ 150.00
Sun 08/19	Collins/ Lopez	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	
Sat 08/25	Stockford	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ -	$ 150.00
Sun 08/26	Toogood	$ 800.00	wedding/reception	10:00 AM 8:00 PM			$ 150.00
Sat 09/01	Miller	$ 250.00	party	TBD-Resident	$ 250.00		
Sun 09/02	Moreno	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	
Sat 09/08	Kukowski	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	$ 150.00
Sun 09/09	Morrow	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	
Sat 09/15	Wright	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	$ 150.00
Sat 09/22	Airmont	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	$ 150.00
Sun 09/23	Hoffpauir	$ 800.00	wedding/reception	1:00 PM 11:00 PM	$ 2,500.00	$ 1,700.00	
Sun 09/30	Kane	$ 800.00	wedding/reception	TBD TBD	$ 2,500.00	$ 1,745.00	
Sat 09/29	Fienen	$ 800.00	wedding/reception	1:00 PM 11:00 PM		$ (1,500.00)	
Sat 10/06	Holt	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	$ 150.00
Sun 10/07	Talcott	$ 800.00	wedding/reception	TBD			$ 150.00
Mon 10/08	Drebes	$ 800.00	wedding/reception	TBD	$ 1,950.00		$ 150.00
Sun 01/08	Campbell	$ 800.00	wedding/reception	TBD	$ 2,500.00	$ 1,700.00	
Sun 11/11	Phillips	$ 800.00	Party	TBD	$ 2,500.00	$ 1,700.00	
Fri 11/30	Rogers	$ 250.00	Christmas Party	TBD	$ 250.00	$ -	
Sat 12/29	Brandon	$ 800.00	wedding/reception	TBD	$ 1,800.00	$ -	
		$ 45,225.00			**$ 118,010.00**		

CONFIRMED EVENTS (Deposit Received)

Date	Renter	Deposit	Event	Times		Revenue	PD	MICHELLE PD
Tues 1/22	Urquhart/Isly	$ 800.00	wedding/ reception	TBD		$ 1,635.00		
Fri 05/17	Lowe	$ 250.00	Birthday Graduation	TBD		$ 250.00		
Sat 05/18	Lowe	$ 250.00	Birthday Graduation	TBD		$ 250.00		
Thu 05/30	Motiff-Developer event	$ -	AFA Graduation	TBD		$ -	none	
Sat 06/8	Ortega	$ 800.00	wedding/ reception	TBD		$ 2,500.00	$ 1,700.00	
Sat 06/22	Medina	$ 800.00	wedding/ reception	TBD		$ 2,500.00	$ 1,700.00	
Sat 07/27	Guthrie	$ 800.00	wedding/ reception	1:00 PM	11:00 PM	$ 2,500.00	$ 1,700.00	
Sat 09/21	Moorman	$ 800.00		TBD			$ (800.00)	

Cathedral Pines Metropolitan District

PAYMENT REQUEST

7/16/2018

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
A Cut Above Lawn Services	15480	5/31/2018	$ 3,684.16	
Arapahoe Fire Protection	2506485	3/28/2018	$ 28.50	
Arapahoe Fire Protection	2506038	3/12/2018	$ 61.00	
Arapahoe Fire Protection	2507179	6/19/2018	$ 205.00	
Bart Atkinson		6/16/2018	$ 990.00	
Black Hills Energy	2462	7/5/2018	$ 26.59	
DexYP	200562572	6/3/2018	$ 40.51	
Fountain Valley Mechanical	45692	6/1/2018	$ 723.44	
Front Range Arborists, Inc.	80331	6/26/2018	$ 250.00	
Mountain View Electric	Various	6/20/2018	$ 3,114.11	
Refrigeration Plus	14544	6/12/2018	$ 1,265.46	
Solitude Lake Management	PI-A00184084	6/1/2018	$ 642.00	
Springs Security Systems, Inc.	3772	7/2/2018	$ 119.85	
Susemihl, McDermott & Cowan P.C.	30635	6/30/2018	$ 172.50	
Tall Timbers Tree & Shrub Service, Inc.	41622	6/15/2018	$ 800.00	
The Warren Management Group	12486	6/30/2018	$ 1,800.00	
Walker Schooler District Managers	6192	6/29/2018	$ 2,000.00	
Waste Management of CS	6244034-2528-0	6/27/2018	$ 513.85	
TOTAL			$ 16,436.97	

_____, Director