

CATHEDRAL PINES METROPOLITAN DISTRICT

NOTICE OF REGULAR MEETING

Cathedral Pines Community Center

Monday, February 12, 2018

2:00 P.M.

Board of Directors

Bart Atkinson, President

Term Expires May 2020

Dan Potter

Term Expires May 2020

Jeff Parker

Term Expires May 2018

Jason Lee Courtright

Term Expires May 2018

Gregg Cawlfeld

Term Expires May 2018

AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
- 3. 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 January 8, 2018 Meeting (attached)
 - b. Acceptance of Unaudited Financial Statements as of January 31, 2018, the schedule of cash position updated as of January 31, 2018 and bank statements (attached)
 - c. Ratify signature on Snow Removal Contract (attached)
- 5. Consideration of items removed from Consent Agenda**
- 6. Management Matters**
 - a. Transition of management progress
 - b. Contract Review - Landscape maintenance, Community Center management
 - c. Update on Lodge and barn well status, Lodge landscape and trail cleanup
 - d. District Website update – launch projected on February 15, 2018
 - e. SDA membership
- 7. Financial Matters**
 - a. Approval of Payables for the Period Ending February 12, 2018 in the amount of \$9,347.80
- 8. Legal Matters**
 - a. Election 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 – March 12, 2018 at 2:00 PM

11. Adjournment



**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD JANUARY 8, 2017
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, January 8 at 2 p.m., at 13977 Milam Rd., Colorado Springs, CO.

Attendance In attendance were Directors:

Bart Atkinson, President
Dan Potter
Jeff Parker
Jason Lee Courtright
Gregg Cawfield

Also in attendance were:

Kevin Walker, Walker Schooler District
Management (WSDM)
Jacqueline Armendariz, WSDM
Jamie Adams, Warren Management
Peter M. Susemihl, District Counsel

1. Call to Order:

President Atkinson called the meeting to order at 2:03 p.m.

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

President Atkinson confirmed a quorum.

3. Approval of the Agenda:

4. Consent Agenda Items:

a. Approval of Board Meeting minutes from the December 11, 2017

Director Courtright corrected the spelling of his last name and Director Cawfield corrected the spelling of his first name in the Board Meeting minutes from the December 11, 2017.

b. Acceptance of Unaudited Financial Statements and the schedule of cash position both updated as of December 31, 2017 and bank statements - Mr. Walker reported WSDM was able to present unaudited materials dated through Dec. 31, 2017. Mr. Walker added that the statements give a sense of what happened last year and the District's standing as of Dec. 31, 2017. President Atkinson noted as a positive that the district's cash on hand was improved due to tax payments in December. The Board discussed the audit for 2016 completed by Biggs Kofford and directed Mr. Walker to collect additional quotes for the 2017 audit to consider at its next meeting. Mr. Walker said the next audit is not due until the end of July and will begin in February/March.

President Atkinson made a motion to approve the consent agenda. Director Courtright seconded the motion. The motion passed with Director Potter and Director Parker voting no.

5. Consideration of items removed from Consent Agenda

There were no items removed from the consent agenda.

6. Management Matters:

- a. Transition of management progress - Mr. Walker reported he met several times with President Atkinson, received a tour and received a District workbook with basic data such as operations, contracts, and equipment list. Mr. Walker also reported that WSDM has copies of the District's insurance documents as well as electronic financial records. Mr. Walker said WSDM is in receipt of the District's logins for banking, state reporting, etc. Mr. Walker had met with Jamie Adams and had met to discuss how they would work together going forward. President Atkinson said he took Ms. Adams on a tour of all the well sites and pump sites to explain operations and street valves and maps as well as how to turn water off and on, all contact information for the wells, irrigation and landscape to facilitate operations.
- b. Review of existing contracts - The Board discussed existing contracts for snow removal, community center management, management of operations agreement with Warren Management and landscape maintenance.

Mr. Walker reported that the contract for snow removal lacks detail including indemnifications, insurance coverages, liabilities among the contractor, District and County, required appropriation, contract renewal and remedies. Mr. Walker added that the invoice to pay the contractor was due the first week of January and the contractor had been made aware of a delay. The Board then discussed the County's permission to plow public streets, the pricing structure for this contract and whether or not to proceed with the contract and, if so, how. President Atkinson said additional plowings were requested by the residents which was taken on by the District. Mr. Walker said that a District does not usually service public streets; Mr. Susemihl added that some HOAs do carry out road maintenance, such as Gold Hill Mesa, under agreement with the jurisdiction. Mr. Walker also said in regard to pricing structure that it is variable, depending on amount of snow fall location of equipment, etc. Mr. Susemihl suggested that the contractor be made aware that there is an issue with multi-year contracts, which must include a clause that it is subject to annual appropriation.

The Board directed Mr. Walker to meet with the contractor to discuss a new contract and to renegotiate terms and pricing. The Board also said the contractor's existing invoice should not be paid until the contract is renegotiated.

Mr. Walker reported the contract for tree improvements was signed last month and subject to appropriations. Mr. Walker added that the same contractor was in place to finish the remaining eight houses finished without trees and finishing lots. The Board discussed the importance of matching color, size and shape as well as fees charged for monuments.

Director Potter motioned to ratify the contract with a second from President Atkinson. The motion passed with Director Courtright voting nay.

The Board discussed the community center management agreement. Mr. Walker reported that the operations agreement was signed with Warren Management in December and needs only a minor revision to address an indemnification clause to make clear the District is not waiving its sovereign immunity. Ms. Adams asked the Board to consider dropping or reducing the \$10,000 cost share paid to the District by the HOA due to a tight HOA budget. The Board discussed

changing this cost to the HOA, which is related to shared maintenance around the monuments. Mr. Walker said the Board is able to change its budget and Mr. Susemihl added that the budget may be amended at the end of the year. The Board also discussed the contract for an irrigation system, mowing and fertilizing, which Mr. Walker said was signed last year. Mr. Walker said he recommends Warren review prices instead of authorizing rebidding and that a report on this be presented at the Board's next meeting in February.

Director Potter made a motion to allow the HOA to no longer remit \$10,000 to the District. Director Parker seconded the motion. The motion passed with Director Courtright abstaining.

Director Potter motioned to also ratify the Warren Management contract subject to an additional indemnification as recommended by Mr. Susemihl. Director Parker seconded the motion. The motion passed unanimously.

- c. Update on roles and responsibilities between District and HOA - Mr. Walker reported the District and HOA are working fine together and that there are no specific issues between the two.
- d. District Website - Mr. Walker reported that there is currently no District website and that the state offers a platform which is currently used by several other WSDM district clients for free. Mr. Walker also said the HOA could be linked to District site. Director Potter motioned to authorize the creation of a District website on this platform. Director Cawlfeld seconded the motion. The motion passed unanimously.
- e. SDA Membership - Mr. Walker reported he confirmed the District does not have a Special District Association membership. Mr. Walker also said most Districts have a SDA membership for the insurance offered through the organization. Mr. Walker added that he would obtain an insurance quote and present that at the next meeting in February.

7. Financial Matters:

- a. Review of adopted budget as approved and draft budget message - Mr. Walker said the budget remained the same as presented at the last meeting. Mr. Walker explained the budget did not include money from FEMA and that if it is counted as revenue there might be a question if it isn't received. President Atkinson said a request to meet with FEMA to reach closure has been made four times, but there has been no response. President Atkinson added he would continue to address the issue.
- b. Approval of Payables for the Period Ending January 5, 2018 - Mr. Walker reported on payables for Fire Tree Corporation, the snow removal contract and WSDM. Mr. Walker noted the payable for the plowing would be held as directed by the Board previously during the meeting. Director Courtright made a motion to approve the payables, which was seconded by President Atkinson. The motion passed with Director Potter abstaining.

8. Legal Matters:

- a. Election Schedule - Mr. Walker informed the Board of the election schedule and explained self-nomination forms should be submitted by March 2. Mr. Susemihl said the call for election would be published later in January.

9. Public Comment:

There were no public comments.

10. Other Business:

a. Next Meeting

February 12, 2018 at 2 p.m.

11. Adjournment:

The meeting was adjourned at 3:57 p.m.

Respectfully Submitted,

By: Kevin Walker, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 8, 2017 MINUTES OF THE VENTANA METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Bart Atkinson, President

Dan Potter, Director

Jeff Parker, Director

Jason Lee Courtright, Director

Gregg Cawfield, Director

4:01 PM

CATHEDRAL PINES METROPOLITAN DISTRICT

02/09/18

Profit & Loss

Accrual Basis

January 1 through February 12, 2018

	Jan 1 - Feb 12, 18
Ordinary Income/Expense	
Income	
GF INCOME	
Rental Income - Lodge Events	1,870.00
Rental Income - Sales Office	560.00
Total GF INCOME	2,430.00
Total Income	2,430.00
Gross Profit	2,430.00
Expense	
GF EXPENSES	
Cleaning	100.00
Event Exp (adv/bkg/cln/hst)	2,029.95
Event Supplies	120.78
Insurance	1,179.75
Landscape Maintenance	145.00
Legal Fees	2,380.00
Maintenance Management	1,800.00
Management Expense	2,000.00
Security	317.01
Snow Removal	8,000.00
Telephone	224.18
Trash	445.01
Utilities	2,048.71
Total GF EXPENSES	20,790.39
Total Expense	20,790.39
Net Ordinary Income	-18,360.39
Net Income	-18,360.39

4:01 PM

CATHEDRAL PINES METROPOLITAN DISTRICT

Balance Sheet

02/09/18

As of February 12, 2018

Accrual Basis

	Feb 12, 18
ASSETS	
Current Assets	
Checking/Savings	
Checking - General Fund	10,570.18
MM - CSAFE Bond Fund UMB	0.53
MM - Debt Svc Fund	109,800.83
Total Checking/Savings	120,371.54
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	577,875.54
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	1,924,062.31
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	12,679.29
Total Accounts Payable	12,679.29
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	29,950.00
Total Other Current Liabilities	506,191.67
Total Current Liabilities	518,870.96
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

4:01 PM

CATHEDRAL PINES METROPOLITAN DISTRICT

Balance Sheet

02/09/18

Accrual Basis

As of February 12, 2018

	Feb 12, 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	5,567,430.48
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	-81,702.99
Net Income	-18,360.39
Total Equity	-3,643,368.17
TOTAL LIABILITIES & EQUITY	1,924,062.31

CATHEDRAL PINES METROPOLITAN DISTRICT

Profit & Loss Budget Performance

January 1 through February 12, 2018

	Jan 1 - Feb 12, 18	Budget	Jan 1 - Feb 12, 18	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Billable Expense Income	0.00	0.00	0.00	0.00	0.00
Discounts (deleted)	0.00	0.00	0.00	0.00	0.00
Discounts given (deleted)	0.00	0.00	0.00	0.00	0.00
DS INCOME					
Bond Proceeds 2016	0.00	0.00	0.00	0.00	0.00
DS Interest Income	0.00	0.00	0.00	0.00	0.00
DS Prop Tax Revenue	0.00	0.00	0.00	0.00	0.00
Specific Ownership Taxes	0.00	0.00	0.00	0.00	0.00
DS INCOME - Other	0.00	0.00	0.00	0.00	0.00
Total DS INCOME	0.00	0.00	0.00	0.00	0.00
GF INCOME					
FEMA Funds					
GF Interest Income	0.00	13,797.65	0.00	13,797.65	115,900.00
GF Prop Tax Revenue	0.00	117.86	0.00	117.86	990.00
HOA Expense Reimb	0.00	54,452.35	0.00	54,452.35	457,400.00
HOA Fire/Erosion Reimbursement	0.00	1,185.71	0.00	1,185.71	9,960.00
Insurance Reimbursement	0.00	0.00	0.00	0.00	0.00
Maintenance Assesment	0.00	0.00	0.00	0.00	0.00
Rental Income - Lodge Events	0.00	0.00	0.00	0.00	0.00
Rental Income - Sales Office	1,870.00	14,285.71	1,870.00	14,285.71	120,000.00
Specific Ownership Taxes	560.00	400.00	560.00	400.00	3,360.00
GF INCOME - Other	0.00	5,952.35	0.00	5,952.35	50,000.00
GF INCOME - Other	0.00	0.00	0.00	0.00	0.00
Total GF INCOME	2,430.00	90,191.63	2,430.00	90,191.63	757,610.00
Refunds-Allowances (deleted)	0.00	0.00	0.00	0.00	0.00
Sales of Product Income	0.00	1,785.71	0.00	1,785.71	15,000.00
Transfers In	0.00	0.00	0.00	0.00	0.00
Uncategorized Income	0.00	0.00	0.00	0.00	0.00
Uncategorized Income (deleted)	0.00	0.00	0.00	0.00	0.00
Total Income	2,430.00	91,977.34	2,430.00	91,977.34	772,610.00
Cost of Goods Sold					
Cost of Goods Sold	0.00	0.00	0.00	0.00	0.00
Cost of labor - COS (deleted)	0.00	0.00	0.00	0.00	0.00
Freight & delivery - COS (delet	0.00	0.00	0.00	0.00	0.00
Other Costs - COS (deleted)	0.00	0.00	0.00	0.00	0.00
Purchases - COS (deleted)	0.00	0.00	0.00	0.00	0.00

CATHEDRAL PINES METROPOLITAN DISTRICT

Profit & Loss Budget Performance

January 1 through February 12, 2018

	Jan 1 - Feb 12, 18	Budget	Jan 1 - Feb 12, 18	YTD Budget	Annual Budget
Subcontractors - COS (deleted)	0.00	0.00	0.00	0.00	
Supplies & Materials - COGS (de	0.00	0.00	0.00	0.00	
Total COGS	0.00	0.00	0.00	0.00	
Gross Profit	2,430.00	91,977.34	2,430.00	91,977.34	772,610.00
Expense					
ADJUSTMENTS					
Developer Loan Payments ADJ	0.00	0.00	0.00	0.00	
ADJUSTMENTS - Other	0.00	0.00	0.00	0.00	
Total ADJUSTMENTS	0.00	0.00	0.00	0.00	
Advertising (deleted)	0.00	0.00	0.00	0.00	
Bad Debts (deleted)	0.00	0.00	0.00	0.00	
CF EXPENSES	0.00	0.00	0.00	0.00	
Depreciation(\$2)	0.00	0.00	0.00	0.00	
CF EXPENSES - Other	0.00	0.00	0.00	0.00	
Total CF EXPENSES	0.00	0.00	0.00	0.00	
Commissions & fees (deleted)	0.00	0.00	0.00	0.00	
DS EXPENSES	0.00	0.00	0.00	0.00	
Bond Principal Pmts	0.00	7,142.86	0.00	7,142.86	60,000.00
Collection Fee DS (Treasurer)	0.00	559.49	0.00	559.49	4,700.00
Cost of Bond Issuance	0.00	0.00	0.00	0.00	
Developer Loan Pmts	0.00	0.00	0.00	0.00	
Interest Expense DS	0.00	26,537.30	0.00	26,537.30	222,913.00
Trustee Fees	0.00	47.65	0.00	47.65	400.00
DS EXPENSES - Other	0.00	0.00	0.00	0.00	
Total DS EXPENSES	0.00	34,287.30	0.00	34,287.30	288,013.00
Dues & Subscriptions (deleted)	0.00	0.00	0.00	0.00	
Freight & Delivery (deleted)	0.00	0.00	0.00	0.00	
GF EXPENSES	0.00	0.00	0.00	0.00	
Accounting	0.00	2,142.86	0.00	2,142.86	18,000.00
Audit	0.00	922.65	0.00	922.65	7,750.00
Bank Charges	0.00	3.57	0.00	3.57	30.00
Cleaning	100.00	238.06	100.00	238.06	2,000.00
Collection Fee GF (Treasurer)	0.00	257.35	0.00	257.35	2,162.00
Event Exp (adv/bkg/cln/hst)	2,029.95	4,761.94	2,029.95	4,761.94	40,000.00
Event Supplies	120.78	0.00	120.78	0.00	
Fire/Flood Restoration & Mitiga					
Fire/Flood Equip Rental	0.00	0.00	0.00	0.00	
Fire/Flood Restoration & Mitiga - Other	0.00	0.00	0.00	0.00	
Total Fire/Flood Restoration & Mitiga	0.00	0.00	0.00	0.00	

CATHEDRAL PINES METROPOLITAN DISTRICT

Profit & Loss Budget Performance

January 1 through February 12, 2018

	Jan 1 - Feb 12, 18	Budget	Jan 1 - Feb 12, 18	YTD Budget	Annual Budget
Insurance	1,179.75	1,904.80	1,179.75	1,904.80	16,000.00
Interest Expense GF	0.00	0.00	0.00	0.00	
Landscape Maintenance	145.00	7,738.06	145.00	7,738.06	65,000.00
Legal Fees	2,380.00	357.14	2,380.00	357.14	3,000.00
License & Fees	0.00	0.00	0.00	0.00	
Maintenance Management	1,800.00	0.00	1,800.00	0.00	
Management Expense	2,000.00	3,452.35	2,000.00	3,452.35	29,000.00
Office Expenses	0.00	229.13	0.00	229.13	1,925.00
P/R Tax Expenses (deleted)	0.00	0.00	0.00	0.00	
Payroll Expenses{121}					
Ditch Check Wages	0.00	0.00	0.00	0.00	
FEMA Wages	0.00	0.00	0.00	0.00	
Taxes	0.00	0.00	0.00	0.00	
Tree Removal/Chipping Wages	0.00	0.00	0.00	0.00	
Wages	0.00	0.00	0.00	0.00	
Payroll Expenses{121} - Other	0.00	0.00	0.00	0.00	
Total Payroll Expenses{121}	0.00	0.00	0.00	0.00	
Repair & Maintenance					
Security	0.00	5,357.14	0.00	5,357.14	45,000.00
Snow Removal	317.01	357.14	317.01	357.14	3,000.00
Telephone	8,000.00	4,285.71	8,000.00	4,285.71	18,000.00
Trash	224.18	160.71	224.18	160.71	1,350.00
Utilities	445.01	595.20	445.01	595.20	5,000.00
Wages (deleted)	2,048.71	4,166.63	2,048.71	4,166.63	35,000.00
GF EXPENSES - Other	0.00	0.00	0.00	0.00	
Total GF EXPENSES	20,790.39	36,930.44	20,790.39	36,930.44	292,217.00
Insurance - Disability (deleted)	0.00	0.00	0.00	0.00	
Insurance - Liability (deleted)	0.00	0.00	0.00	0.00	
Job Materials (deleted)	0.00	0.00	0.00	0.00	
Meals and Entertainment (delete	0.00	0.00	0.00	0.00	
Other Miscellaneous Service Cos	0.00	0.00	0.00	0.00	
Payroll Expenses					
Wages	0.00	0.00	0.00	0.00	
Payroll Expenses - Other	0.00	0.00	0.00	0.00	
Total Payroll Expenses	0.00	0.00	0.00	0.00	

CATHEDRAL PINES METROPOLITAN DISTRICT

Profit & Loss Budget Performance

January 1 through February 12, 2018

	Jan 1 - Feb 12, 18	Budget	Jan 1 - Feb 12, 18	YTD Budget	Annual Budget
Payroll Expenses (deleted)	0.00		0.00		
Purchases	0.00		0.00		
Rent or Lease (deleted)	0.00		0.00		
Shipping and delivery expense (0.00		0.00		
Stationery & Printing (deleted)	0.00		0.00		
Subcontractors (deleted)	0.00		0.00		
Supplies (deleted)	0.00		0.00		
Taxes & Licenses (deleted)	0.00		0.00		
Tools (deleted)	0.00		0.00		
Transfers Out	0.00		0.00		
Travel (deleted)	0.00		0.00		
Travel Meals (deleted)	0.00		0.00		
Unapplied Cash Bill Payment Exp	0.00		0.00		
Uncategorized Expense	0.00		0.00		
Uncategorized Expense (deleted)	0.00		0.00		
Total Expense	20,790.39	71,217.74	20,790.39	71,217.74	580,230.00
Net Ordinary Income	-18,360.39	20,759.60	-18,360.39	20,759.60	192,380.00
Other Income/Expense					
Other Income					
Interest Earned (deleted)	0.00		0.00		
Late Fee Income	0.00		0.00		
Other Ordinary Income (deleted)	0.00		0.00		
Other Portfolio Income (deleted)	0.00		0.00		
Total Other Income	0.00	0.00	0.00	0.00	0.00
Other Expense					
Amortization	0.00		0.00		
Depreciation	0.00		0.00		
Miscellaneous (deleted)	0.00		0.00		
Other Miscellaneous Expense	0.00		0.00		
Other Miscellaneous Expense (de	0.00		0.00		
Penalties & Settlements (delete	0.00		0.00		
Reconciliation Discrepancies	0.00		0.00		
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	-18,360.39	20,759.60	-18,360.39	20,759.60	192,380.00

INDEPENDENT CONTRACTOR AGREEMENT
(Snow Removal Services)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the ____ day of _____, 2018 by and between CATHEDRAL PINES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and John L. Frerichs (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the "Services"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the District; (b) within the time period and pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous

wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 20. Notwithstanding the foregoing, unless terminated pursuant to (i), (ii) or (iii), above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

3. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

4. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

5. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement.

b. Invoices. Invoices for the Services shall be submitted 30 days prior to the due date of the invoice.

The District shall be charged only compensation as described in Exhibit A.

6. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of a satisfactory invoice. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 22, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall be subject to ratification at the next succeeding special or regular Board meeting.

7. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers'

compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the District, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

8. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated herein.

9. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit B, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District and its respective managers, members, officers, directors, partners and employees, as additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this

Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit B-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision herein. The Contractor shall be responsible for the payment of any deductibles on issued policies.

10. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services.

11. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Contractor will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Contractor fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with

reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the District's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the District's property.

c. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

13. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the District harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the District, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the District's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

14. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Due to the nature of this Contract and payment in expectation of the services rendered in the future, termination by the Contractor shall require the Contract to return the pro rata share of payment already received. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

15. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 16 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

16. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Cathedral Pines Metropolitan District

c/o Walker Schooler District Managers
614 N. Tejon St.
Colorado Springs, Colorado 80903
Attention: Kevin Walker
(719) 447-1777 (phone)
kevin.w@wsdistricts.co

With copy to: Susemihl, McDermott and Cowan, PC
C/O Peter Susemihl
660 Southpointe Cir.
Suite 210
Colorado Springs, CO 80906
psusemihl@smmclaw.com
(719) 579-6500

Contractor: Mr. John Frerichs
4335 Foxchase Way
Colorado Springs, CO 80908

17. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, 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 modified except by a writing executed by both the Contractor and the District.

18. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

19. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

20. GOVERNING LAW / DISPUTES. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles 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 Agreement shall be in the District Court in and for the county in which the District is located. 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. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or

other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. For purposes of this Agreement, "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party. Notwithstanding the foregoing, if a written offer of compromise made by either Party is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment, the non-accepting Party shall not be entitled to recover its costs of suit and reasonable attorney's fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees and costs incurred by the offering Party. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

21. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

22. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

23. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or

available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

24. SEVERABILITY. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained herein, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

25. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

27. TAX EXEMPT STATUS. The District is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to § 39-26-1 14(1)(a)(XIX)(A), C.R.S., Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement 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, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

CATHEDRAL PINES METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

PETER SUSEMIHL
Attorneys at Law

General Counsel to the District

CONTRACTOR:



Printed Name: John French

Title: _____

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION SCHEDULE

Snow removal at Cathedral Pines will be provided by the Contractor. Snow removal will occur whenever more than 4 inches of snow falls at the Lodge at Cathedral Pines or lesser amounts at the discretion of the Contractor and will commence within 12 hours of such accumulation and twice daily at the discretion of the Contractor until the event ends.

Snow will be removed from the public streets within the Cathedral Pines development including the following streets – Foxchase Way, Marble Arch Ct., Farnham Royal Ct., Millhaven Pl, Staffshire Ln., Vessey Rd., Saunderton Grove, Saxton Hollow Rd., Tewksbury Ct., Lauriston Pl., Winslow Dr. and Milam Rd. (if the County does not adequately provide service at the Contractor's discretion).

Payments will be made in advance of services rendered according to the following schedule – Payment of \$8,000.00 in September for services from September 1 through December 31 of that calendar year. Payment of \$8,000 in January for January1 through May 31 of that calendar year.

The contract will extend, subject to annual appropriation and other terms of this contract through May 31, 2021.

Snow removal will occur whenever more than 4 inches of snow falls. Lesser amounts of snow will be removed at the discretion of the plow driver. With heavier snow falls, the snow will be removed at least twice daily to ensure the residents are able to traverse the roads of Cathedral pines. In the event the county does not open Milam road, a pass will be made in both directions to open this road in heavier snow storms.

EXHIBIT B
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of the Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.
3. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

Cathedral Pines Cost Comparison for Landscape Maintenance and Snow Removal

Vendor	Irrigation Hourly Rate	Maintenance Hourly Rate (Mowing grass for the Medians) \$1,500 per month Hourly rate for additional mowing \$35.00 per hour Trimming \$25.00 per hour	Snow Removal Hourly Rate
High Country Tree AKA Dail Landscaping	\$65.00 per hour \$85.00 after hours per hour		
Robertson's	\$28.50 per hour Laborer \$48.50 per hour Foreman \$26.50 per hour for additional repairs \$38.50 per hour for foreman	\$1,500 for similar area in Broadmoor Resort General hourly rate \$35.00	\$100 per hour Plow \$39.00 per hour Shoveling
Timberline	\$65.00 per hour foreman \$39.00 per hour technician	\$1,400 for similar area Stratton Area General hourly rate \$45.00	\$95.00 per hour Plow \$45.00 per hour Shoveling
Top of the Peak	\$40.00 per hour labor \$45.00 per hour foreman	\$1,500 for similar area Broadmoor Bluffs area General hourly rate \$45.00 per hour	\$100 per hour plow \$45.00 per hour shoveling

Cathedral Pines Metropolitan District

PAYMENT REQUEST

2/12/2018

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount
ADT Security Services	52510078	2/2/2018	\$ 197.16
Black Hills Energy	2747	2/2/2018	\$ 263.03
Dall & Son Landscaping	2018014	1/23/2018	\$ 145.00
Falcon Broadband	8323	2/1/2018	\$ 112.09
Mountain View Electric	Various	1/17/2018	\$ 1,515.51
Susemihl McDermott & Cowan	30177	1/31/2018	\$ 2,380.00
The Warren Management Group	12103	1/31/2018	\$ 1,800.00
Walker Schooler District Managers	6129	1/31/2018	\$ 2,000.00
Waste Management of CS	6179262-2528-6	1/30/2018	\$ 445.01
Michelle Atkinson		2/12/2018	\$ 325.00
Rowan Reynolds		2/12/2018	\$ 165.00
TOTAL			\$ 9,347.80

BONDS REVENUE FUND ACCOUNT

Description	Date	Amount this Transfer	Comments
TOTAL		\$ -	

_____, Director

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE

