

# **CATHEDRAL PINES METROPOLITAN DISTRICT**

## **NOTICE OF REGULAR MEETING**

Cathedral Pines Community Center

Tuesday, March 17th, 2020

10:00 A.M.

### **Board of Directors**

---

Bill Heeter, President	Term Expires May 2022
Lynn Shepherd, Vice President	Term Expires May 2020
Ecton Espenlaub, Treasurer	Term Expires May 2022
John Kelley, Assistant Secretary	Term Expires May 2020
Vacant	Term Expires May 2022

---

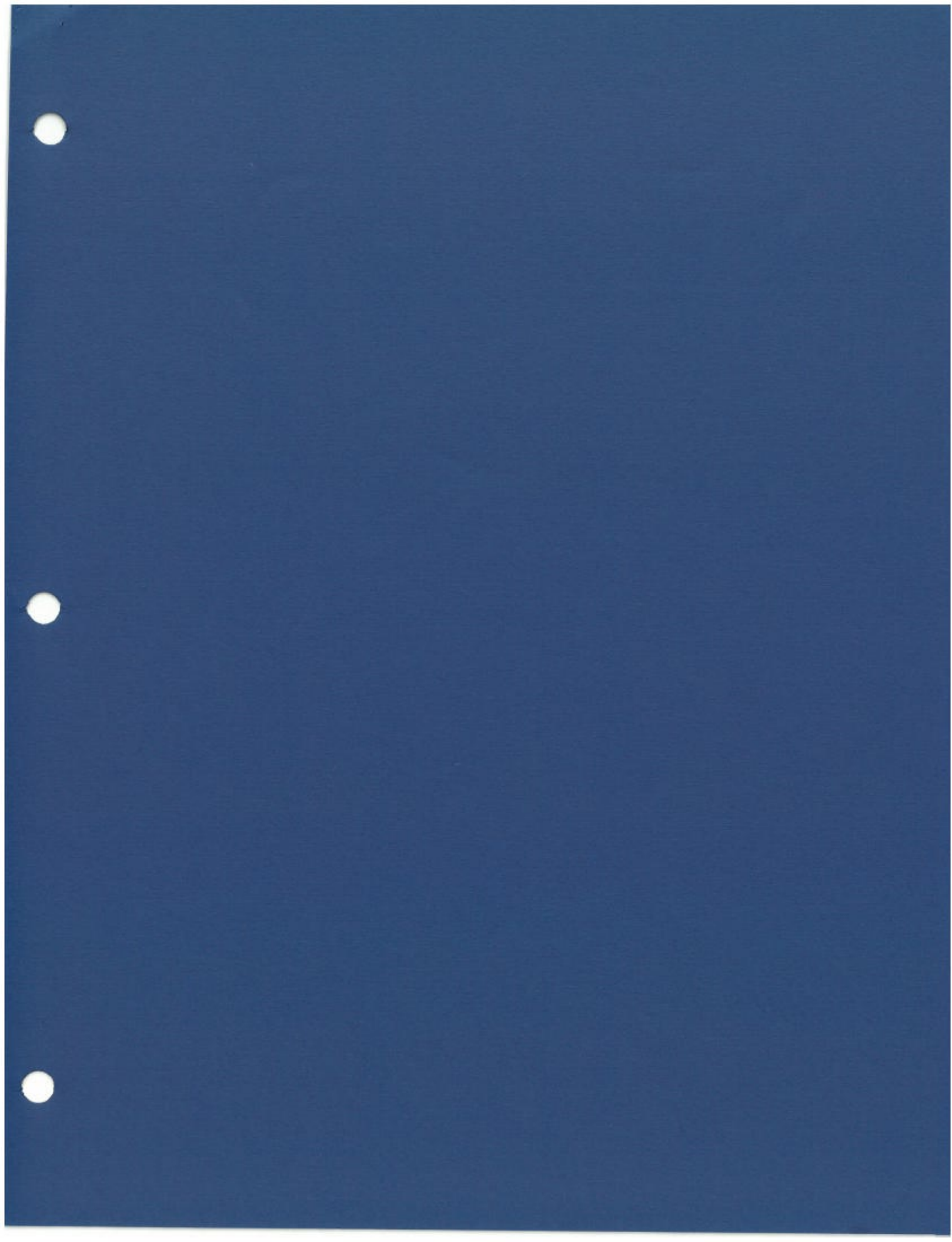
### **AGENDA**

- 1. Call to Order**
- 2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
- 3. Approval of Agenda**
- 4. Approval of Board Meeting Minutes – Regular Meeting February 18, 2020 (see minutes under separate cover)**
- 5. Financial Matters**
  - a. 2019 Financial adjustments
    - Recast of Lodge Revenues Update
  - b. Review of Unaudited Financial Statements as of February 29, 2020 (see attached)
  - c. Approval of Payables for the Period Ending March 13, 2020 (see attached)
- 6. Management Matters**
  - a. Capital Funding General Discussion
  - b. Lodge – Lynn/Lina
  - c. Trails/Community Maintenance – Ecton
    - Plan to eliminate MVEA meters
    - Light replacement
  - d. Landscaping, Irrigation and ponds – Jamie, Bill (interim)
    - Meet with contractor to discuss invoicing, suspended projects, 2020 plan
  - d. Disposition of Storage Shed - Bill
  - e. Solicitation for Open Board Position
  - f. Joint Recycling Day - Bill
- 7. Legal Matters**
  - a. Concerns regarding communications in past activities
- 8. New Business**
- 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 Regular scheduled Board Meeting April 21, 2020

**11. Adjournment**





**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
CATHEDRAL PINES METROPOLITAN DISTRICT  
HELD FEBRUARY 26, 2020  
AT 10:00 A.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Wednesday, February 26<sup>th</sup> at 10:00 a.m., at 13977 Milam Rd., Colorado Springs, CO.

In attendance were Directors:

Bill Heeter  
Ecton Espenlaub  
John Kelley  
Lynn Shepherd

Also in attendance were:

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

1. Call to Order: President Heeter called the meeting to order at 10:00 a.m. after confirming a quorum was present.

2. Approval of the Agenda: The Board approved the Agenda.

3. Approval of Board Meeting Minutes – Special Meeting January 21, 2020 and February 6, 2020: President Heeter noted corrections to the January 21, 2020 meeting minutes. He requested clarification regarding the statement on management practices. Mr. Walker clarified that it would be Walker Schooler District Manager's practices. He also noted the threshold that was discussed, and the Board agreed that the amount of the threshold was set at \$1,500. President Heeter clarified that he would take on the landscaping committee on an "interim basis" as stated in the minutes. President Heeter pointed out that a vote was taken and approved to allow Director Espenlaub to spend \$300 for solar lights. President Heeter noted corrections to the February 6, 2020 minutes. There was a misspelling of Director Cawfield's name, and a grammatical issue. President Heeter moved to approve both the January 21, 2020 and February 6, 2020 Minutes as amended; seconded by Director Espenlaub. Motion passed unanimously.

4. Financial Matters:

- a. 2019 Financial adjustments: The Board postponed this item to next meeting.
  - Recast of Lodge Revenues Update
- b. Review of Unaudited Financial Statements as of January 31, 2020: Director Espenlaub discussed the costs in January and February were close to what the Board ended 2019 with no

tax revenues coming in. About \$10,000 in Lodge revenue helped keep funds in the checking account. Director Espenlaub wanted the Board to be aware that they should be ending a year with \$40,000 or \$50,000 to get through January, February and March until the tax revenue comes in. President Heeter noted the January financials show a net income of \$10,000. Mr. Walker noted there is about \$30,000 cash available as of today. Mr. Walker confirmed the funds should be received March 10, 2020 and will be reflected in the end of March financials.

- c. Approval of Payables for the Period Ending February 17, 2020: The Board postponed this item to next meeting.
- d. Update on FEMA reimbursement: Mr. Walker reported good news from FEMA. The State has completed their review and they have recommended to the national FEMA to fund just over \$101,000. Mr. Walker said the check will eventually be sent from the Federal government. Director Kelley asked about an agreement to pay Mr. Atkinson. Mr. Walker explained they did agree to pay him 5%, but they no longer owe it to him since it was contingent upon him doing the work which he did not complete. Director Kelley recommended recognition for whomever was responsible for getting that payment once the check is received. He discussed the benefits of the funds for the capital improvements in the District. President Heeter suggested deciding what will be done with the \$101,000 at the next meeting. He suggested putting a majority in capital reserves.
- e. Mr. Walker discussed that he has been talking with bond underwriter ratings, and they have decided to upgrade our bond rating from BA2 to BA1. It affects only the bondholders, who purchased them at BA2 get additional basis points to sell them on the marketplace.

#### 5. Management Matters:

- a. Capital Funding General Discussion: The Board postponed this item to next meeting.
- b. Lodge – Lynn
  - Status of ADT changes/other projects: Mrs. Adams reported she and Director Espenlaub met with Olson Plumbing and who will be using heat to thaw both grease traps and make the repairs. The waste was also pumped out. The Board discussed the details of the repairs. Director Kelley reported the ADT changes are complete and the system is operating. The Board discussed the improvements to the network at the Lodge and allows full broadband access for guests. Director Kelley asked if the Board wants to designate who maintains the overall control of the security system, whether that be a board member or Mrs. Hoekman. He noted it is not an issue that has to be decided today. Director Shepherd asked about pavers. The Board discussed putting another layer of mulch for Spring.
  - 2020 Lodge Capital Improvement Plan: The Board postponed this item to next meeting.
  - 2020 Lodge Maintenance and Repair Plan: The Board postponed this item to next meeting.
  - Transition Plan: Director Kelley said that he felt that there was misconduct and possibly statute violations towards both CMPM and himself by Mr. Walker, Director Shepherd and President Heeter. He said the accusations contained in emails regarding the transitions are inaccurate and as CMPM and as a board member. Director Kelley requested to have the emails he received from Mr. Walker and from President Heeter, and his response as a part of the record and in the minutes of this meeting. Director Kelley said if there is not time to get to a common understanding today, he would like to recommend a special meeting.

Director Kelley stated it was not prudent and there was not a "forcing function" that should allow Mrs. Hoekman to perform as the Lodge Manager without a contract. Mr. Walker asked for a definition of a "forcing function." Director Kelley said it is an emergency as in when they were working to recover Mrs. Atkinson resigning from the position and they had two weeks without a lot of option and a time delay between the contract. There might have been 10 days when they were performing without a signed contract with the District, in that situation that was an emergency because of events necessitated action leading the CMPM operating as Manager without a contract. Director Kelley said in this case he does not see an emergency or a forcing function, and there is a valid interim contractor with a contract in place and performing the responsibilities of Manager. He said this observation is shaped by his career in acquisition and contracting that the risk, although the probability is low the consequence is high, if something were to happen at an event or if the Gmail calendar is deleted since that is the heart of the database. Director Kelley said as a board member, he put a condition on some of the transition tasks that Mrs. Hoekman had to be on contract first. That has not happened and therefore he has not turned over the operation of the Lodge to Mrs. Hoekman. He said they have accomplished more than 2/3 of the transition tasks and there are a few remaining. 3 of them are dependent on the contract being executed. Director Kelley requested the Board votes on whether they turn over the operation of the Lodge and all the information without Mrs. Hoekman being under contract. He said he does not think that is prudent and as far as he knows, signing that contract should be imminent. He noted there are 2 events coming up, one on Saturday which the Board will have to decide who will support and the other event is on March 22<sup>nd</sup>. Director Kelley said another part of Mr. Walker's email that he was concerned about was the attachment terminating the contract with CMPM. Director Kelley said he was not aware of any board vote to that effect and he does not believe that any individual board member or district manager has the authority to unilaterally enter into or cancel an existing contract with the District. Director Kelley said he asked that Mr. Walker rescind that letter because in his view it is invalid. Director Kelley added that it is appropriate to have a termination letter as Mrs. Hoekman takes over, but there should be a board vote. Director Kelley noted the contract terms and conditions and from that vote there is a 10-day period until the contract is over. Director Kelley discussed that he would like a special meeting to see which perspective is correct and move forward with that understanding. He discussed the near-term issue of who will be responsible for the event on Saturday. Director Kelley said in his discussions with Mrs. Hoekman, was that CMPM was going to take the lead and she was welcome to attend and observe. He added that if the Board voted today to turn over operation of the Lodge with no other transition, then Mrs. Hoekman would be responsible for the event on Saturday with no assistance or help from CMPM. Director Kelley said he has gone through the transition tasks with Mrs. Hoekman one by one, and if information in the response that he sent to President Heeter and Director Shepherd. Director Kelley said he thinks the root cause of these

challenges has been the inability of Director Shepherd and Mr. Walker to get Mrs. Hoekman under contract, and the elements of that contract were all in place in the middle of November effective with the RFP release.

President Heeter stated that it was not complete, and he had specifically asked for changes to the contract. Director Kelley said he is not aware of what the modifications were, and he didn't need to know during the competition, but he does need to know now. He discussed not having the contract done after 3 months and how that is a major issue for not turning over the Lodge. Director Shepherd asked if that is a major issue for him as CMPM or as a board member. Director Kelley replied it is an issue for him as a board member. Director Shepherd said she is getting confused trying to separate Director Kelley as the interim contractor and, at the same time, as a board member. President Heeter asked if Director Kelley was making decisions on behalf of the entire Board. Director Kelley stated that he made that pretty clear in his response and in terms of being on contract is as a board member, and repeated that there is no board vote that he is aware of that allows Mrs. Hoekman to perform as the Lodge Manager without a contract. Director Kelley said it is a difference of perspective between 2 board members. Mr. Walker confirmed the contract is done and it just needs signatures.

Director Kelley said he would like to see the compensation plan of the contract to review before the contract is signed. Director Kelley asked if the board had taken a vote on these 2 issues before. President Heeter said no and there was never a joint conversation, but he has had individual conversations with Mr. Walker, Director Espenlaub and Director Shepherd and he knows their thinking which he communicated to Director Kelley. President Heeter said Director Kelley ignored that. Director Kelley said he did not ignore it he just had a different perspective. President Heeter said he had specifically asked Director Kelley to do certain things and he chose not to do them or follow through in what he asked him to do in the email last Friday. He said that Director Kelley made a decision contrary to the direction the President of the Board gave, and it was communicated back to him by other board members. President Heeter stated that individual board members do not get to make decisions on behalf of the entire Board. Director Kelley said he agrees. President Heeter said Director Kelley decided on behalf of the entire Board not to follow the direction he was given. Director Kelley said President Heeter gave direction unilaterally without Board approval. President Heeter said no he didn't because he spoke to all board members individually. President Heeter discussed the perception by Director Kelley that there were secretive meeting and votes going on is a misperception because it did not happen. President Heeter discussed the ridiculous amount of time and costs that this issue has caused because of having to go through attorneys and engage Mr. Walker. He said that the decisions were made a month ago to turn the Lodge management over immediately and it is on Director Shepherd and Mrs. Hoekman to see that the transition goes well or not. President Heeter said it is not Director Kelley's role and he has not been asked to control the turnover and dictate

the terms when he is comfortable to do so. That is the problem here.

Director Shepherd said she understands the need to have the contract signed, but she also believes part of the transition is allowing Mrs. Hoekman to have the tools to begin to set up her own way of doing things. Director Shepherd explained that Director Kelley's methods and the requirements he perceives as being the benchmarks of handing things over other than the contract being signed, Mrs. Hoekman may not do it that way. She has her own business and methods that will be working together with the Lodge, and Director Kelley's items seem overly burdensome and condescending as if she didn't know what she was doing. Director Shepherd confirmed the Board would not have offered her the position if they didn't think she was ready to take on the role which is what she was trying to convey in her email. Director Shepherd said she feels Mrs. Hoekman has a handle on it and they have communication procedures in place. She feels confident they are ready to move forward. Director Shepherd said she feels some of the items such as the website development and marketing became overly complicated when it didn't need to be. Director Kelley said the 13 items are transition tasks that must be completed and are not conditions. President Heeter asked if she really had to go through two 3-hour orientations. Director Shepherd discussed that Mrs. Hoekman has been professional and has decided to wait until she can do it her way and Director Shepherd agrees that she has already met the criteria. Director Kelley discussed how the transition period is critical and he did not receive a transition plan from Mrs. Hoekman or anyone else. Director Shepherd discussed that Mrs. Hoekman has a full grasp on how to run an event business. Director Shepherd noted there may be root issues that the Board will need to discuss such as the way they communicate with each other.

President Heeter asked if the Board votes to terminate CMPM's contract, they would have 10 days so would they be obligated to manage Saturday's event. Director Kelley said the plan was for CMPM to support the event. Director Shepherd asked Director Kelley why CMPM can't handle the event on Saturday and Mrs. Hoekman starts building the website.

President Heeter moved to have CMPM turn over all the Lodge information to Mrs. Hoekman by the end of the day Friday with the assumption that the contract will be signed; seconded by Director Espenlaub. Director Kelley recused himself from the vote. Motion passed 3-0 with one abstention.

President Heeter moved to terminate the CMPM contract with the notification effective 10 days from today; seconded by Director Shepherd. Director Kelley recused himself from the vote. Motion passed.

Director Kelley confirmed that CMPM will support the event on Saturday and Mrs. Hoekman is invited. Director Espenlaub asked if there is a way to back up the Gmail Calendar or email, since that was a concern of Director Kelley's. Director Shepherd said it is on the cloud and it could be recovered by Google. Director Espenlaub noted the risk seems to be reduced if it is



backed up in the cloud. Director Kelley noted there is no file structure in the Gmail account and suggested saving a backup.

Director Espenlaub said he feels they made the decision three weeks ago to transfer Lodge management to Mrs. Hoekman. Three weeks have been squandered in transitioning. Director Espenlaub noted concerns with Director Kelley's email and his comments on the book of contracts that he said was "our book of contracts". He asked if it includes both past and future contracts. Director Kelley said no, and explained it is copies of contracts and receipts for 2020 events that were provided to CMPM and those that were sent to WSDM. CMPM created the hard copy book as a backup to the Google calendar and it shows which payments were received. Director Espenlaub said his concern was whether "ours" meant CMPM or Cathedral Pines Metro District. Since there were 2 events in February and 1 in March, it made more sense to have CMPM make copies of those 3 events and give Mrs. Hoekman the book than to expect her to make a copy of the entire book. Director Espenlaub said he felt the Board authorized Mrs. Hoekman to do the job and there was nothing in the motion saying pending the signing of contract. If the "our" is CMPM, then that needs to be discussed because that needs to be transferred. If the "our" is Cathedral Pines Metro District, then he doesn't understand why Director Kelley did not give Mrs. Hoekman the book. Director Kelley said the information belongs to the District and Mr. Walker is the keeper of that information. CMPM took that information and built a hard copy book for CMPM. He said the book was offered to Mrs. Hoekman to copy and she declined. Director Espenlaub requested that if Mrs. Hoekman does not want the book, then it is given to Mr. Walker. Director Kelley said he cannot turn over the book until they turn complete responsibility over because they use it every day. Director Kelley discussed that the three weeks was not wasted, and they have transferred 2/3 of the transition tasks. Director Espenlaub discussed that he thought Mrs. Hoekman would be doing the marketing by now. He noted the motion that was passed did not include the statement of pending contract, and Director Kelley should have come to the Board with his concern.

c. Trails/Community Maintenance – Ecton

- Plan to eliminate MVEA meters: Director Espenlaub reported he ordered one of the lamps and it is backordered to March 14<sup>th</sup>. He will let the Board know once it is installed so they can see it. President Heeter asked what the lumens are compared to what is installed now. Director Espenlaub explained currently there are some 40W and 100W bulbs, and the new bulbs would be equivalent to 35W and 300 lumens on bright, and on dim they are half of that, about 20W. He will initially put it on the 20W to see how it looks. He noted there is a circuit breaker on each one, and there is a light with 2 circuit breakers that he is trying to determine what it is for. The Board discussed it may be for a solar collector for gate, so may need to notify a resident. Director Espenlaub reported that a resident noticed after work on a light indicator, the 4040 sign is not working correctly. Director Kelley asked about the monthly charge on meters that are not being used.

Director Espenlaub said he thinks those meters are currently running lights and they are just so low because of the LED bulbs. Director Kelley complimented the new sign at Fox Chase and Mill Haven and asked if they are intending to act against the party who damaged the previous sign. Mr. Walker noted there has not been any action taken yet because it is not enough for an insurance claim. Director Espenlaub noted he does not have receipts for the repairs because he used parts the District already had. Mr. Walker said they could make an estimate.

- Spring Priority projects: Director Espenlaub discussed the retention pond on Saunderton and that they are putting a trail across the top. He checked with an engineer and they told him the key is the height of the spillway. Director Espenlaub explained the details of building the trail. Director Espenlaub discussed the plan for the drainage channels and erosion. Director Espenlaub noted a request to remove the construction fence by the retention pond that has been there for a while that he will take care of. Mrs. Adams noted a property line issue by the retention pond. Director Espenlaub noted that pond is the one that needs the culvert repairs. The Board discussed the need to determine where the property line is. Director Espenlaub estimated \$2,000 for the trail projects.
  - Recruit Scout Troops for trail maintenance/clean up: Director Espenlaub noted he was not exactly sure what to use the Scouts for. The Board discussed having them replace the bridges. President Heeter noted the Scouts love projects like this because they get points.
  - Dog Waste Pick up stations – Discussion: President Heeter said he doesn't have enough information on this yet, but he wanted to find out if there is a need for dog waste pickup stations, but he hasn't received a ton of feedback yet but from what he has heard there may not be a need.
- d. Landscaping, Irrigation and ponds – Jamie, Bill (interim): Mrs. Adams reported they are meeting with A Cut Above and Mr. Cawlfeld on March 3<sup>rd</sup> at 11:00 a.m.
- Meet with contractor to discuss invoicing, suspended projects, 2020 plan:
- d. Disposition of Storage Shed – Bill: President Heeter discussed the storage shed uses and a plan for it. Director Kelley said he doesn't mind taking this task on and there may be potential for the shed.
- e. Metro District Website Update: Mr. Walker reported the website is scheduled to be moved to a new platform, but the State is behind on migrating it over. Director Kelley requested additional documents on the website such as the amended service plan and election results.
- f. Solicitation for Open Board Position: Mr. Walker reported they sent out another blast email for the open board position. The Board discussed there is currently one candidate.

6. Legal Matters: There was no discussion.

7. New Business: The Board discussed scheduling a special meeting to go over issues surrounding board member communication. The Board scheduled a special meeting for March 10<sup>th</sup> at 12:00 p.m.

Director Kelley discussed taking down the Ring cameras. Mr. Walker said he could buy them back and use them for other districts. Director Kelley noted issues with the 2019 Lodge revenues. Mr.

Walker confirmed they will have that worked out by the next meeting. Director Kelley requested the last bill from Stratus IQ to make sure the discounts were put in. Director Kelley asked about the Magnolia check. Mr. Walker noted it needs to be corrected.

8. Public Comment: There was no public comment.

9. Other Business: Next Regular scheduled Board Meeting March 17, 2020.

10. Adjournment: Director Espenlaub moved to adjourn; seconded by Director Shepherd. Motion passed unanimously at

Respectfully Submitted,

\_\_\_\_\_  
By: Kevin Walker, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL FEBRUARY 26, 2020 MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
Bill Heeter, President

\_\_\_\_\_  
Lynn Shepherd, Vice President

\_\_\_\_\_  
Ecton Espenlaub, Treasurer

\_\_\_\_\_  
John Kelley, Director

\_\_\_\_\_  
VACANT, Director

## **Kevin Walker**

---

**From:** Kevin Walker <kevin.w@wsdistricts.co>  
**Sent:** Thursday, February 20, 2020 8:18 AM  
**To:** cmpm.llc.jk@gmail.com  
**Cc:** 'lynn shepherd'  
**Subject:** RE: New Contract  
**Attachments:** CPMD Interim Management Contract Termination 2-19-2020 .pdf

John,

Please see attached the contract termination letter for the Lodge Management Services. We appreciate your efforts on the District's behalf.

Your previous email regarding the transition of the services to our new vendor prompts the following response:

The Board has selected Lina Hoekman to be the new Manager based on their interviews and interactions with her and in accordance the Request for Proposals. It is their intent to complete a contract with her shortly and will as soon as the accountant and attorney are comfortable with the compensation language. It is also their desire to complete the transition of this matter in a productive, professional and respectful manner. Please assist them with this same intent.

Accordingly, the Board has asked me to request that you please give full access to Lina immediately including keys, access codes, etc. They also request that you immediately give her access to the website, telephone services, and other required information for her to operate the Lodge and its event support software and hardware. We would also like to have you, before your contract termination, please share all of the passwords, manuals, cut sheets etc. for the improvements as well as any spreadsheets, check lists, etc. the CMPM has developed for the project and the District. I understand that there are some concerns regarding the proprietary nature of some of these materials; it is the Board's position that if they were developed for the Lodge management, they are the property of the District.

Most of the Board's decisions around the Lodge management have been accomplished with you being excused from the vote. It is not in your authority to make decisions regarding whether she has met the contract provisions; this is a Board prerogative and Lynn Shepherd is the Board Liaison to Lina.

We request that you immediately schedule a turnover meeting to be held before the end of business on Friday where these things can occur. Please inform the Board and I when that meeting is scheduled so that one of us can attend the meeting.

Thank you in advance for your cooperation in this matter.



**Kevin Walker**  
**President**

## **Walker Schooler District Managers**

614 N. Tejon St.

Colorado Springs, CO 80903

Office: (719) 447-1777

Email: [kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)

Website: [www.WSDistricts.co](http://www.WSDistricts.co)

---

### **PRIVILEGED AND CONFIDENTIAL**

*This communication and any accompanying documents are confidential, privileged, and intended for the sole use of the addressee. If you receive this transmission in error, any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited, and any such action shall not compromise or waive any privileges. If you have received this communication in error, please contact me at the above email address.*

**From:** [cmppm.llc.jk@gmail.com](mailto:cmppm.llc.jk@gmail.com) <[cmppm.llc.jk@gmail.com](mailto:cmppm.llc.jk@gmail.com)>

**Sent:** Tuesday, February 18, 2020 4:18 PM

**To:** Kevin Walker <[kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)>

**Cc:** 'lynn shepherd' <[lynn@docshepherd.com](mailto:lynn@docshepherd.com)>

**Subject:** New Contract

The new contractor has the responsibility to ensure an effective transition and a transition plan was supposed to be part of her bid. But we have not seen one. We have responded to her requests for information and we have completed a 3 hour orientation of the Lodge.

Your transition questions should be directed to her.

But she will not be ready to take the Lodge until she can demonstrate that she knows and understands both Renter contracts, all currently scheduled events and we make sure that all Renters will be supported, especially those coming up in the next month or so.

Both the gmail address and account as well as the Lodge website URL are important elements of the equity of the Lodge and absolutely need to be continued and leveraged for further success.

**From:** Kevin Walker <[kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)>

**Sent:** Tuesday, February 18, 2020 2:56 PM

**To:** [cmppm.llc.jk@gmail.com](mailto:cmppm.llc.jk@gmail.com)

**Subject:** RE: Magnolia

Let me know when you can on Magnolia. We will add to payables if we can get it timely.

Contract holdup is on our side with definition of revenue so not her fault. What else is there for transition that is waiting?

Thanks for managing the Gmail. Will she keep using it ya think?



**Kevin Walker**

**President**

**Walker Schooler District Managers**

614 N. Tejon St.

Colorado Springs, CO 80903

Office: (719) 447-1777

Email: [kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)

Website: [www.WSDistricts.co](http://www.WSDistricts.co)

**PRIVILEGED AND CONFIDENTIAL**

*This communication and any accompanying documents are confidential, privileged, and intended for the sole use of the addressee. If you receive this transmission in error, any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited, and any such action shall not compromise or waive any privileges. If you have received this communication in error, please contact me at the above email address.*

**From:** [cmpm.llc.jk@gmail.com](mailto:cmpm.llc.jk@gmail.com) <[cmpm.llc.jk@gmail.com](mailto:cmpm.llc.jk@gmail.com)>

**Sent:** Tuesday, February 18, 2020 2:40 PM

**To:** Kevin Walker <[kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)>

**Subject:** RE: Magnolia

I'm hoping to meet with Magnolia later today to finalize the invoice and schedule the work, I'll let you know.

We spent 3 hours with Lina this past Saturday so the orientation is complete. We have invited her to participate in the events this coming Saturday and next Saturday. I did tell her that we could not complete the transition until her contract was signed. I also encouraged her to request all of the contracts and receipts from you so she could build her event database. As of this past Saturday, she had not. As soon as her contract is executed, we will hand over access to the Lodge gmail account.

As an aside, when we took control of the Lodge gmail account, every email from 2012 on was there but no folder structure or organization to it. I will probably capture the gmail history on a CD and pass it to you before we give up control.

**From:** Kevin Walker <[kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)>

**Sent:** Tuesday, February 18, 2020 2:26 PM

**To:** [cmpm.llc.jk@gmail.com](mailto:cmpm.llc.jk@gmail.com)

**Subject:** Magnolia

Hi John,

I was going to ask you today about Magnolia and getting them their deposit. I have not seen anything, have you?

Also, we are getting definitions from accountant on the Exhibit B for the Hoekman contract. Should be done shortly.

Heard there was some concern on your part about starting transition work. Can you enlighten me? Tried to call but your phone is not ringing . . .



**Kevin Walker**

**President**

**Walker Schooler District Managers**

614 N. Tejon St.

Colorado Springs, CO 80903

Office: (719) 447-1777

Email: [kevin.w@wsdistricts.co](mailto:kevin.w@wsdistricts.co)

Website: [www.WSDistricts.co](http://www.WSDistricts.co)

**PRIVILEGED AND CONFIDENTIAL**

*This communication and any accompanying documents are confidential, privileged, and intended for the sole use of the addressee. If you receive this transmission in error, any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited, and any such action shall not compromise or waive any privileges. If you have received this communication in error, please contact me at the above email address.*

**Kevin Walker**

---

**From:** WILLIAM B HEETER <bheeter2@aol.com>  
**Sent:** Friday, February 21, 2020 10:29 AM  
**To:** cmpm.llc.jk@gmail.com  
**Cc:** Kevin Walker; jamie@warrenmgmt.com  
**Subject:** Cathedral Pines Lodge Turnover

John, Kevin has forwarded your e-mails to Lina regarding the Lodge transition process to me as well. While I have no doubt CMPM's goal is to have a smooth and problem-free transition to the new contractor, the conditions and stipulations that have been put in place are now doing just the opposite.

As an Independent Contractor, you are required to follow the direction of the CP Board of Directors and turn over all materials, contracts, keys, codes etc. immediately. It is Lina's and Lynn's responsibility to get Lina's team up to speed quickly, assimilate all the materials and information, and determine the best path for operations going forward. Lina may have a different plan for operating the facility, determining the best way to invest capital, and a new approach toward soliciting clients, just as CMPM did when it assumed responsibility for the Lodge. However, Lina cannot get acclimated and develop her own strategic plan until she has ALL of this information before her.

Second, you indicated that you are also acting on behalf of the Board, but in doing so you are far exceeding your authority. As President of the Board, I have asked Lynn Shepherd, the Board's Vice President, to be the Board's liaison with Lina Hoekman Events effective with our last meeting. Lynn has assumed that role and has been working closely with Lina to transfer those responsibilities. However, neither can do so without full access to all Lodge materials. Withholding them for whatever reason you deem appropriate is not consistent with the Board's wishes and is in fact inhibiting a smooth transfer of responsibilities.

We expect Lina's contract to be signed any moment now—the delay has been ours, not hers—similar to the time it took us to complete our contract with CMPM. As I'm sure you recall from that experience, we did not withhold access to the facility or materials while that agreement was being drafted.

I have no doubt that in setting these conditions for transfer you are simply attempting to protect the interests of both the Metro District and CMPM, but in doing so it is slowing down the process, causing friction both within the Board and with our new Contractor, incurring additional expense for us, and delaying an expeditious handoff to Lina. Please reconsider your approach, follow the direction of the Board itself, and transfer all responsibilities and information to Lina and Lynn immediately.

Thanks—

Bill





## **Kevin Walker**

---

**From:** John Kelley <jvkelleyjr@gmail.com>  
**Sent:** Tuesday, February 25, 2020 11:06 AM  
**To:** 'Bill Heeter'; 'lynn shepherd'  
**Cc:** 'Janet Kelley'  
**Subject:** Bill's and Kevin's Emails re: Lodge Manager Transition  
**Attachments:** RE: New Contract; Cathedral Pines Lodge Turnover; Lodge Manager Transition

Bill and Lynn,

I value our working relationship on the District Board of Directors and I'm proud of the efforts we've made together over the last year and what I think are significant accomplishments in the improved operation of the District and the resulting benefits for District members. I hope we can continue that partnership but I must address some of the material in the email I received from Kevin on Thursday, Feb 20 and the email I received from Bill on Friday, Feb 21. I have attached their emails here for the record.

Both of you have been very kind in your public comments and demonstrated sincere appreciation for CMPM's efforts as the Interim Lodge Manager. The Board even took the extraordinary step to award CMPM a very generous bonus for our work. Janet and I are deeply appreciative for that recognition. We are proud of our efforts and believe we did make a significant difference and put the Lodge on a path for even greater success in the future. We all know that there is much more potential to be realized in the significant capital investment of the Lodge.

Janet and I have no doubt that Lynn and Bill believe that Lina and her company are capable of taking the Lodge to the next level. While we were of course disappointed that CMPM did not win the Lodge Manager contract, nonetheless we are excited to see Lina and her company's work in the months and potentially years ahead.

Janet and I were completely dumbfounded and crestfallen when we received and read Kevin's 20 Feb email. We have to assume that both Lynn and Bill participated in writing or reviewing the text. It took some time to process and mentally think through our bewilderment at the accusations and even ultimatums in the email. Our first thought was that if this was such an urgent and important issue, why didn't Lynn, Bill or Kevin call us to discuss or request a meeting to understand perspectives. Especially since we have been working together now for more than a year on the Board. Even call a special meeting of the Board if the issue was that urgent. Then, we receive Bill's email the next day with very similar accusations and ultimatums. Again, no phone call to discuss from anyone, no effort to hear from us, just do it, do it now, or else. Frankly, we were devastated. A team leader should ensure that the perspectives of all of his/her team members are heard before significant decisions or actions. Bill is usually good at this.

In our view, email is a poor way to work significant District issues and subverts the purpose and intention of Board operations. Issues are better discussed and resolved in regular or special District Board meetings. To that end, at the next District Board meeting (currently scheduled for tomorrow) I will ask that this email as well as the three attachments are made a part of the Board meeting minutes and if there are alternate views of our perspective (as offered in this email), that they be discussed and resolved in the regular meeting or a special meeting is called to work through them. I would like us to move forward with a common understanding.

Since we were not given the opportunity to provide our perspective before Kevin's and Bill's emails were sent to us, it is important to document it here for the record and any subsequent actions by interested parties.

Our summary interpretation of both Kevin's and Bill's emails is:

- CMPM is responsible for an unreasonable and unacceptable delay in turning over the operation of the Lodge and all related materials

- CMPM is actively working to delay turning over the operation of the Lodge and all related materials in direct defiance of CPMD Board direction
- CMPM must turn over the operation of the Lodge and all related materials to Lynn and Lina IMMEDIATELY!

The situation is a bit unusual because I am both a member of the Board and a principal in CMPM, a fact disclosed and well known before awarding the interim Lodge Manager contract and during the competition for the final Lodge Manager contract. The different roles and responsibilities associated with CMPM and as a Board member have been conflated in Kevin's and Bill's emails and I think it is important to separate them in addressing the issues at hand.

#### **CMPM Manager (John Kelley and Janet Kelley) Summary Response**

- All parties agreed that the transition which began on 6 Feb with the Board vote to select Lina as the Lodge Manager could and should be accomplished by the end of February (approximate 23 day transition period)
- In the absence of any specific information or schedule from either Lina or Lynn, on 20 Feb we painstakingly documented 13 major tasks to effectively and successfully transition the Lodge Manager effort to Lina (see attachment). This information was sent to Lina, Lynn and Kevin.
  - o As of 22 Feb, 8 ½ tasks were complete and 4 ½ remain (1, 2, 6 (1/2), 10, 13). Three and a half tasks (2, 6 (1/2), 10, 13) await contract award or a vote by the Board to proceed without a contract
- Task #1 is the most important task in our view: develop a complete database of all current contracts, invoices and receipts and a companion schedule to ensure any remaining monies owed are paid (including security deposits) as agreed.
  - o This task does not require CMPM action or participation.
  - o On 8, 15 and 22 Feb, I encouraged Lina to contact Kevin and develop her database so she would be ready to assume control. On 20 and 22 Feb, I offered Lina the opportunity to copy our contracts and receipts hard copy binder.
  - o This Important action item is still open. Therefore, it is puzzling that Lynn would state on 18 Feb that Lina is "100% ready to move forward."
  - o This task could easily have been completed by Lynn and/or Kevin and could have been provided and worked with Lina at any time in the last 2 months. Lynn or Kevin could have asked to copy our binder. Kevin is responsible for and has the master copies of all contracts, payments and receipts. Where is the accountability for this failure to act and delay in transition caused by Lina, Lynn and Kevin?
- CMPM is ready, willing and able to complete the transition by 29 Feb as originally agreed to by all parties
- We do not understand the emergency portrayed in Kevin's and Bill's emails of 20 and 21 Feb when we were 14 days into the Transition with 9 days remaining to work tasks. We would like an explanation and justification.
- Any delay in the transition of Lodge Manager to Lina is solely and entirely the responsibility of Lynn and Kevin. Their inability to consummate a contract in a timely manner (not even to this day) with the winning contractor is not the responsibility of CMPM.
- We categorically and completely reject as false Kevin's and Bill's accusations that CMPM is responsible for an unreasonable and unacceptable delay in turning over the operation of the Lodge and all related materials.
- We categorically and completely reject as false Kevin's and Bill's accusations that CMPM has/is/ or would actively work to delay turning over the operation of the Lodge and all related materials.
- We request that Kevin and Bill withdraw their accusations of CMPM misconduct or invite an independent investigation by Colorado DOLA.

#### **Board Member (John Kelley) Summary Response**

- The only condition that I stipulated (and only on a subset of transition tasks) was that Lina be on contract. I took this position in the best interests of the District and in the absence of any Board vote on this issue.
  - o I do not believe there is any current emergency situation that demands Lina be given access to all information or full responsibility as Lodge Manager before she is on contract. The liability risk probability of occurrence is low but the liability risk consequence is high.
    - For example, before contract award Lina is given access to the gmail account (email and schedule). This is the only location for much of the lodge operation and customer interaction

information. By accident, she deletes parts or all of the account and there are no emails and/or no calendar. Not only would this be a very difficult situation to recover from but how would the Board explain to anyone that this happened while she was performing without a contract (especially when there was a currently performing interim contractor).

- I know that Lynn has a different opinion. Both of us are entitled to our perspective and should be given an opportunity to explain it to the Board.
- **Allowing Lina to fully perform as the Lodge Manager in the absence of an executed contract is not in the best interest of the District but it is a decision the Board could make. I will argue against it at the next Board meeting but if the Board votes to allow it, CMPM will turn over everything immediately. But an independent review of this decision could reflect poorly on the Board.**
- What is the damage if the contract is executed in the next week and the transition complete soon thereafter? Do Lynn and Kevin think that signing the contract is weeks away? Why?
- As far as I know, the Board has not voted to allow Lina to perform as Lodge Manager in the absence of an executed contract. Bill's and Kevin's emails state emphatically that the vote has taken place, that I should "follow the direction of the Board itself."
  - If the vote has taken place it could be a violation of CRS 32-1-903 especially if I have not been informed of the public meeting nor participated in the meeting. I'm sure it's not the case but this could be seen as evidence of your efforts to subvert and intimidate my participation on the Board.
- **It is inexplicable to me that all of the elements of the new Lodge Manager contract were available at RFP release in early Nov 2019 and yet 3 months later Lina is not on contract. This is where accountability should be placed.**
- I still have not received the Compensation Exhibit for the new Lodge Manager contract for review. As a Board member, I have the right and authority to see it, I have asked Kevin for it, and Kevin has agreed to provide it. As of this date and time, I have not received it.
  - If I do not receive the Compensation Exhibit for review before contract award to Lina, this could also be viewed as additional evidence of your efforts to subvert and intimidate my participation on the Board.
- No individual Board Member has the authority to enter into or terminate any contract proposed or currently existing, these decisions must be made by the full Board.
  - Kevin's email contained reference to and attached a contract termination letter signed by Kevin but stated as having Mr. Heeter's approval.
  - I am not aware of any Board vote to terminate the CMPM contract and therefore the termination letter is invalid and moot.
    - If the vote has taken place in violation of CRS 32-1-903 and I have not been informed of the public meeting nor participated in the meeting, this could also be viewed as additional evidence of your efforts to subvert and intimidate my participation on the Board.
  - I request that you rescind the letter of termination for the CMPM contract.
- I do not believe that any Board Member can be forced by any other Board Member or the District Manager to recuse themselves from a vote or to be excluded from information bearing on any issue before the Board. This is entirely and solely the decision of the individual Board Member. If the vote is believed to be improper, other action can be taken but only after the vote.
  - I have recused myself from two Board votes, that for awarding the Interim Lodge Manager contract and that for awarding the new Lodge Manager contract. I have also recused myself from the evaluation of the new Lodge Manager proposals.
  - I have not and do not intend to recuse myself from any other access, knowledge or vote of any matter before the Board.
- I do not believe that any individual Board member has any more or any less authority than any other Board member. The Board is intended to conduct business through discussion and majority vote on any pertinent issue.

- The District Manager is only authorized to take action as directed by resolutions approved by the Board. The District Manager is not authorized to take action or expend resources as directed by any single Board Member, including the President of the Board.
  - CRS Title 32-1-902 is clear, Director titles are intended to facilitate full Board operation. The Treasurer and the Secretary are the only positions with statutory responsibilities. There is no mention in statute of a Vice President.
  - And the subject matter lead assignments for our District (e.g., Lynn for the Lodge) are intended to be focal points with a responsibility to collect, condense and present decision quality information to the Board for consideration and possible action.
  - **Actions that are stated as Board directed but in reality are not approved by the Board or any expenditures by any entity without Board approval are invalid and in violation of applicable sections of CRS Title 32.**
- I request that Kevin and Bill withdraw their accusations of misconduct or invite an independent investigation by Colorado DOLA.
- This will include potential violations of CRS 32-1-1806, Requests for proposals – evaluation and award of integrated project delivery contracts.

We hope that this information is helpful, that you will review it carefully, and take the requested action immediately.

Warm regards,  
 John Kelley  
 Director, Cathedral Pines Metro District  
 CMPM Manager

# **CATHEDRAL PINES METROPOLITAN DISTRICT**

## **NOTICE OF REGULAR MEETING**

Cathedral Pines Community Center

Tuesday, March 17th, 2020

10:00 A.M.

### **Board of Directors**

Bill Heeter, President

Term Expires May 2022

Lynn Shepherd, Vice President

Term Expires May 2020

Ecton Espenlaub, Treasurer

Term Expires May 2022

John Kelley, Assistant Secretary

Term Expires May 2020

Vacant

Term Expires May 2022

### **AGENDA**

#### **1. Call to Order**

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

#### **3. Approval of Agenda**

#### **4. Approval of Board Meeting Minutes – Regular Meeting February 18, 2020 (see minutes under separate cover)**

#### **5. Financial Matters**

- a. 2019 Financial adjustments
  - Recast of Lodge Revenues Update
- b. Review of Unaudited Financial Statements as of February 29, 2020 (see attached)
- c. Approval of Payables for the Period Ending March 13, 2020 (see attached)

#### **6. Management Matters**

- a. Capital Funding General Discussion
- b. Lodge – Lynn/Lina
- c. Trails/Community Maintenance – Ecton
  - Plan to eliminate MVEA meters
  - Light replacement
- d. Landscaping, Irrigation and ponds – Jamie, Bill (interim)
  - Meet with contractor to discuss invoicing, suspended projects, 2020 plan
- d. Disposition of Storage Shed - Bill
- e. Solicitation for Open Board Position
- f. Joint Recycling Day - Bill

#### **7. Legal Matters**

- a. Concerns regarding communications in past activities

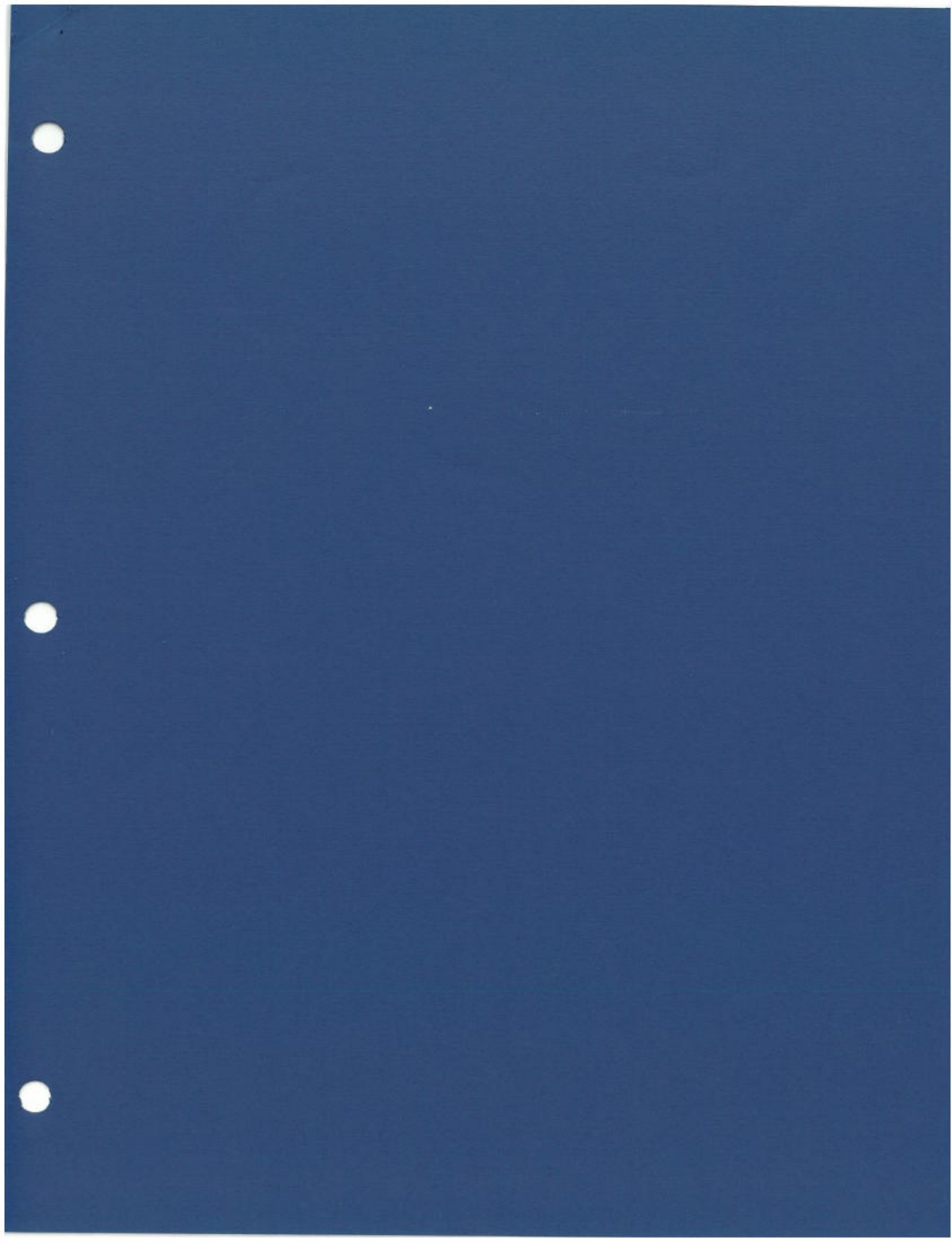
#### **8. New Business**

#### **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 Regular scheduled Board Meeting April 21, 2020

**11. Adjournment**





3:25 PM

03/12/20

Accrual Basis

# Cathedral Pines Metropolitan District

## Profit & Loss Budget vs. Actual

### January through February 2020

	Jan - Feb 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>1-100 · GF INCOME</b>				
1-105 · GF Prop Tax Revenue	5,081.55	201,148.05	-196,066.50	2.5%
1-110 · Specific Ownership Taxes	4,866.57	45,000.00	-40,133.43	10.8%
1-120 · Rental Income - Lodge Events	21,212.50	130,000.00	-108,787.50	16.3%
1-125 · Rental Income - Sales Office	300.00			
1-145 · Sales of Product Income	0.00	3,000.00	-3,000.00	0.0%
<b>Total 1-100 · GF INCOME</b>	<b>31,460.62</b>	<b>379,148.05</b>	<b>-347,687.43</b>	<b>8.3%</b>
<b>2-100 · DS INCOME</b>				
2-105 · DS Prop Tax Revenue	7,114.08	281,607.27	-274,493.19	2.5%
2-130 · DS Interest Income	535.88			
<b>Total 2-100 · DS INCOME</b>	<b>7,649.76</b>	<b>281,607.27</b>	<b>-273,957.51</b>	<b>2.7%</b>
<b>Total Income</b>	<b>39,110.38</b>	<b>660,755.32</b>	<b>-621,644.94</b>	<b>5.9%</b>
<b>Gross Profit</b>	<b>39,110.38</b>	<b>660,755.32</b>	<b>-621,644.94</b>	<b>5.9%</b>
<b>Expense</b>				
<b>1-1000 · SERVICES</b>				
1-1005 · Audit	0.00	8,250.00	-8,250.00	0.0%
1-1010 · Management Expense	7,000.00	42,000.00	-35,000.00	16.7%
1-1015 · Maintenance Management	4,000.00	25,000.00	-21,000.00	16.0%
1-1020 · Legal Fees	2,882.32	10,000.00	-7,117.68	28.8%
<b>Total 1-1000 · SERVICES</b>	<b>13,882.32</b>	<b>85,250.00</b>	<b>-71,367.68</b>	<b>16.3%</b>
<b>1-2000 · LODGE</b>				
1-2010 · Booking Fee	150.00			
1-2015 · Event Hosting/ Attendant Fee	6,234.38			
1-2020 · Event Supplies	529.47	3,000.00	-2,470.53	17.6%
1-2025 · Cleaning	200.00			
1-2030 · Repairs and Maintenance	1,991.48	15,000.00	-13,008.52	13.3%
1-2035 · Utilities	1,516.58	8,000.00	-6,483.42	19.0%
1-2040 · Security	103.98	4,500.00	-4,396.02	2.3%
1-2043 · Capital Improvements - O&M	1,124.23	25,000.00	-23,875.77	4.5%
1-2044 · Landscape Maintenance	0.00	5,000.00	-5,000.00	0.0%
1-2045 · Snow Removal	2,000.00	10,000.00	-8,000.00	20.0%
1-2050 · Trash	1,199.90	8,000.00	-6,800.10	15.0%
1-2055 · Telephone	511.83	3,300.00	-2,788.17	15.5%
<b>Total 1-2000 · LODGE</b>	<b>15,561.85</b>	<b>81,800.00</b>	<b>-66,238.15</b>	<b>19.0%</b>
<b>1-3000 · GF EXPENSES</b>				
1-3005 · Landscape Maintenance	1,572.68	35,000.00	-33,427.34	4.5%
1-3010 · Repair & Maintenance - O&M	0.00	35,000.00	-35,000.00	0.0%
1-3015 · Snow Removal - O&M	8,794.20	16,000.00	-7,205.80	55.0%
1-3020 · Utilities - O&M	2,641.25	27,500.00	-24,858.75	9.8%
1-3025 · Infrastructure Replacement	202.97	10,000.00	-9,797.03	2.0%
1-3030 · Election	208.08	3,000.00	-2,791.92	6.9%
<b>Total 1-3000 · GF EXPENSES</b>	<b>13,419.16</b>	<b>126,500.00</b>	<b>-113,080.84</b>	<b>10.6%</b>
<b>1-4000 · OTHER</b>				
1-4005 · Bank Charges	0.00	500.00	-500.00	0.0%
1-4010 · Insurance/ Fees	9,462.47	12,000.00	-2,537.53	78.9%
1-4015 · Office Expenses	6.25	500.00	-493.75	1.3%
1-4020 · Collection Fee GF(Treasurer)	182.93	3,017.22	-2,834.29	6.1%
<b>Total 1-4000 · OTHER</b>	<b>9,651.65</b>	<b>16,017.22</b>	<b>-6,365.57</b>	<b>60.3%</b>
<b>1-4030 · Contingency</b>	<b>0.00</b>	<b>21,000.00</b>	<b>-21,000.00</b>	<b>0.0%</b>

3:25 PM  
03/12/20  
Accrual Basis

**Cathedral Pines Metropolitan District**  
**Profit & Loss Budget vs. Actual**  
January through February 2020

	Jan - Feb 20	Budget	\$ Over Budget	% of Budget
<b>2-1000 · DS EXPENSES</b>				
2-1005 · Trustee Fees	0.00	800.00	-800.00	0.0%
2-1010 · Collection Fee DS (Treasurer)	0.00	4,224.11	-4,224.11	0.0%
2-1015 · Bond Principal Pmts	0.00	65,000.00	-65,000.00	0.0%
<b>Total 2-1000 · DS EXPENSES</b>	0.00	70,024.11	-70,024.11	0.0%
<b>Total Expense</b>	52,514.98	400,591.33	-348,076.35	13.1%
<b>Net Ordinary Income</b>	-13,404.60	260,163.99	-273,568.59	-5.2%
<b>Net Income</b>	-13,404.60	260,163.99	-273,568.59	-5.2%

3:25 PM

03/12/20

Accrual Basis

## Cathedral Pines Metropolitan District

## Balance Sheet

As of February 29, 2020

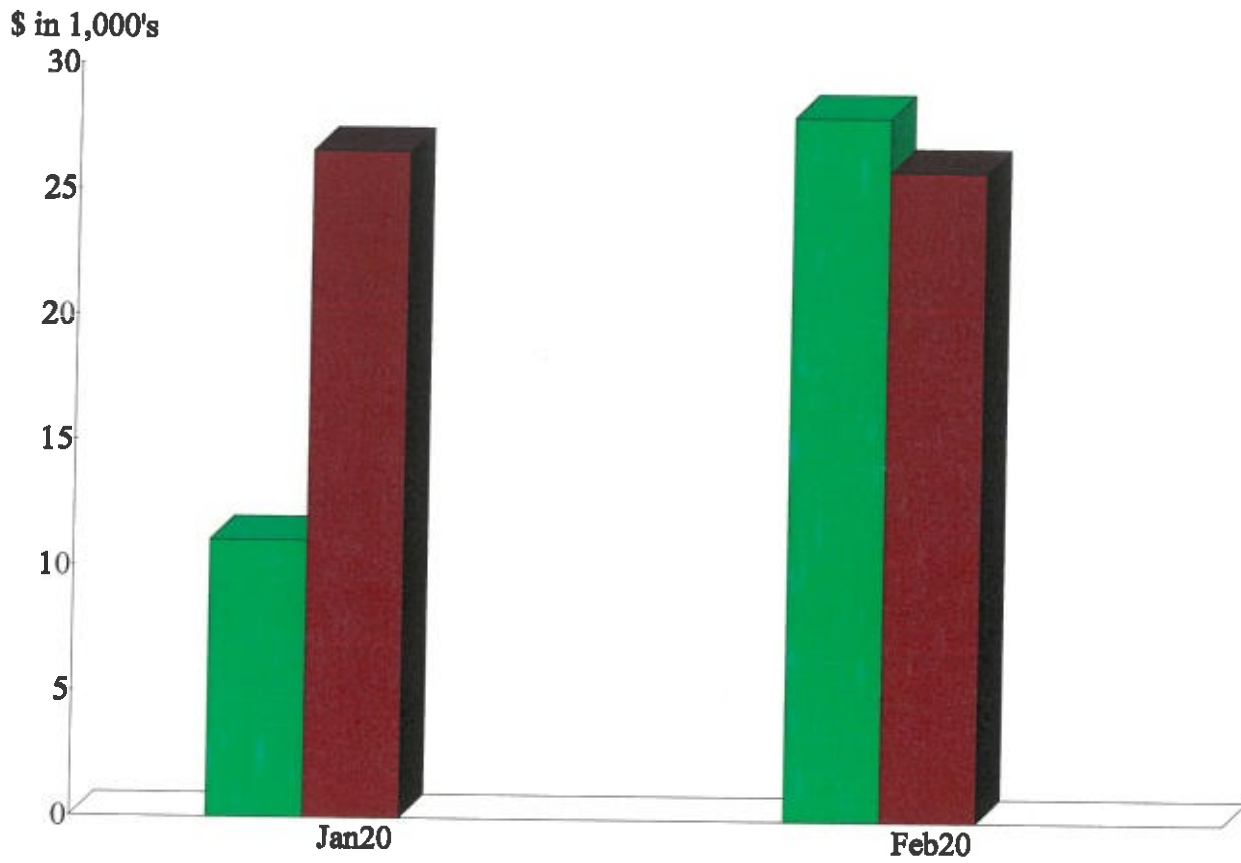
	Feb 29, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
ECB Debt Service Fund	167,245.20
ECB General Fund	29,718.02
MM - CSAFE Bond Fund UMB	0.53
<b>Total Checking/Savings</b>	196,963.75
<b>Accounts Receivable</b>	
Accounts Receivable	51,595.00
<b>Total Accounts Receivable</b>	51,595.00
<b>Other Current Assets</b>	
Prop Tax Rec - Debt Svc	311,843.19
Prop Tax Rec - Gnl Fund	143,442.00
12000 - Undeposited Funds	-1,000.00
<b>Total Other Current Assets</b>	454,285.19
<b>Total Current Assets</b>	702,843.94
<b>Fixed Assets</b>	
<b>Community Center</b>	
Accum Depreciation	-487,319.00
Original Cost	1,328,384.00
<b>Total Community Center</b>	841,065.00
<b>Equipment</b>	
Accum Depreciation	-2,219.00
Equipment - Other	13,922.00
<b>Total Equipment</b>	11,703.00
<b>Parks, Trails &amp; Monument</b>	
Accum Depreciation	-493,548.00
Original Cost	897,354.77
<b>Total Parks, Trails &amp; Monument</b>	403,806.77
<b>Total Fixed Assets</b>	1,256,574.77
<b>TOTAL ASSETS</b>	1,959,418.71
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable (A/P)	25,795.72
<b>Total Accounts Payable</b>	25,795.72
<b>Other Current Liabilities</b>	
Accrued Interest - DSvc	18,737.67
Deferred Prop Tax - DSvc	311,843.19
Deferred Prop Tax - Gnl	143,442.00
Deposits- Lodge Events	40,187.50
<b>Total Other Current Liabilities</b>	514,210.36
<b>Total Current Liabilities</b>	540,006.08

**Cathedral Pines Metropolitan District**  
**Balance Sheet**  
**As of February 29, 2020**

	Feb 29, 20
<b>Long Term Liabilities</b>	
<b>Bonds Payable 2016</b>	
Bond Premium 2016	
A/A Bond Premium 2016	-45,860.29
Bond Premium 2016 - Other	414,881.70
<b>Total Bond Premium 2016</b>	369,021.41
<b>Bonds Payable 2016 - Other</b>	4,540,000.00
<b>Total Bonds Payable 2016</b>	4,909,021.41
<b>Total Long Term Liabilities</b>	4,909,021.41
<b>Total Liabilities</b>	5,449,027.49
<b>Equity</b>	
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
32000 - Retained Earnings	67,100.61
Net Income	-13,404.60
<b>Total Equity</b>	-3,489,608.78
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,959,418.71</b>

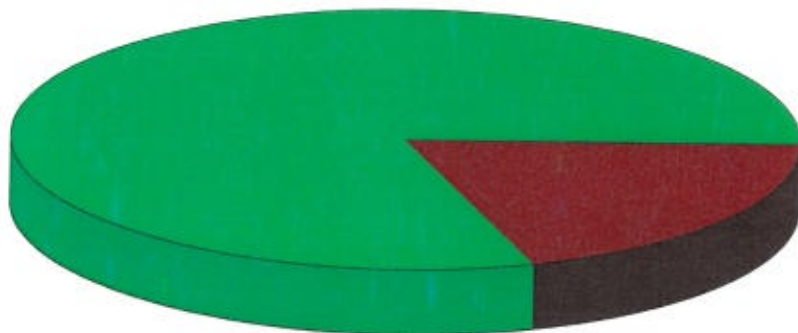
# Income and Expense by Month January through February 2020

Income  
Expense



## Income Summary January through February 2020

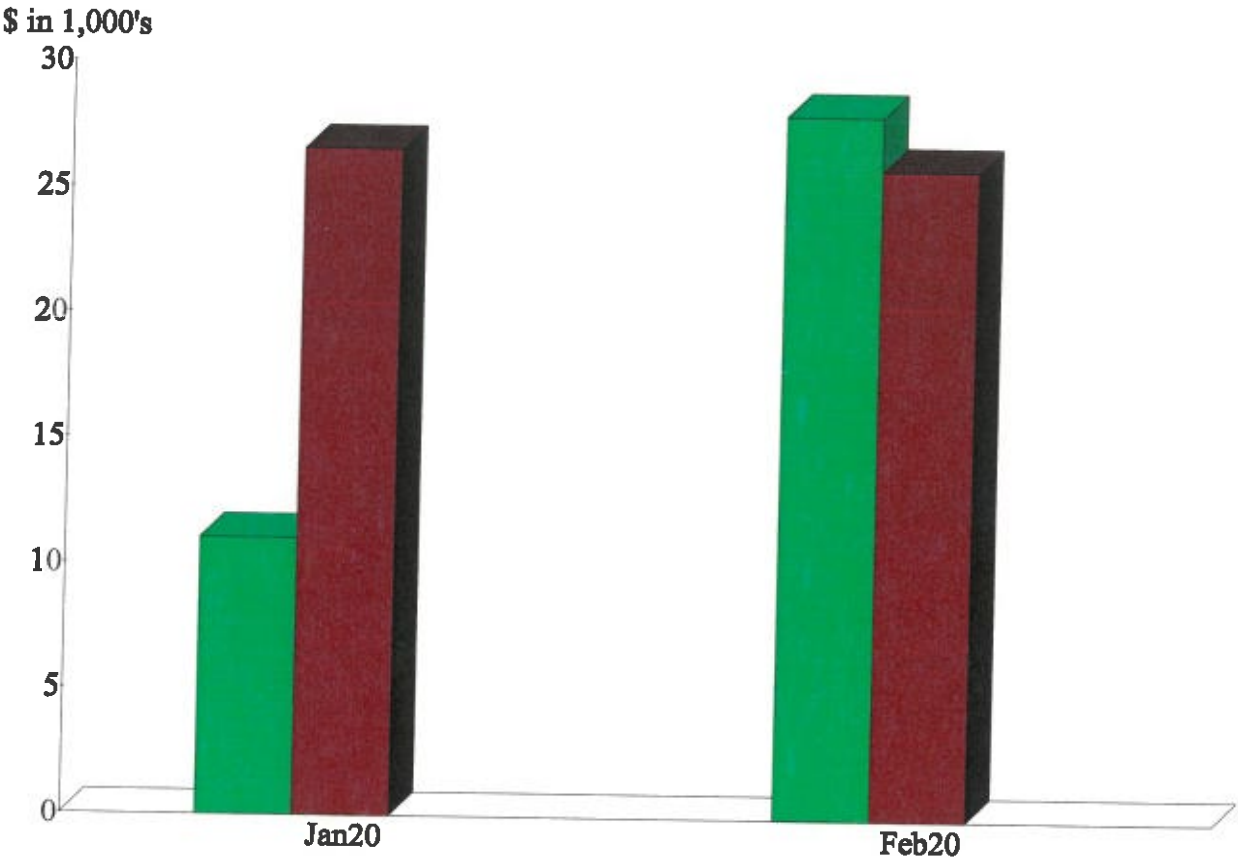
1-100 · GF INCOME	80.44%
2-100 · DS INCOME	19.56
Total	\$39,110.38



By Account

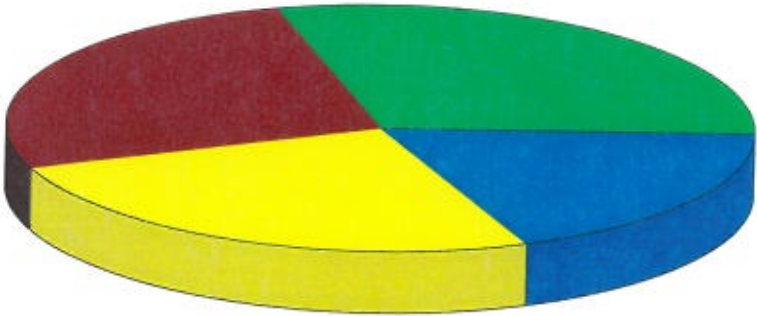
Income and Expense by Month  
January through February 2020

Income  
Expense



Expense Summary  
January through February 2020

1-2000 · LODGE	29.63%
1-1000 · SERVICES	26.43
1-3000 · GF EXPENSES	25.55
1-4000 · OTHER	18.38
Total	\$52,514.98



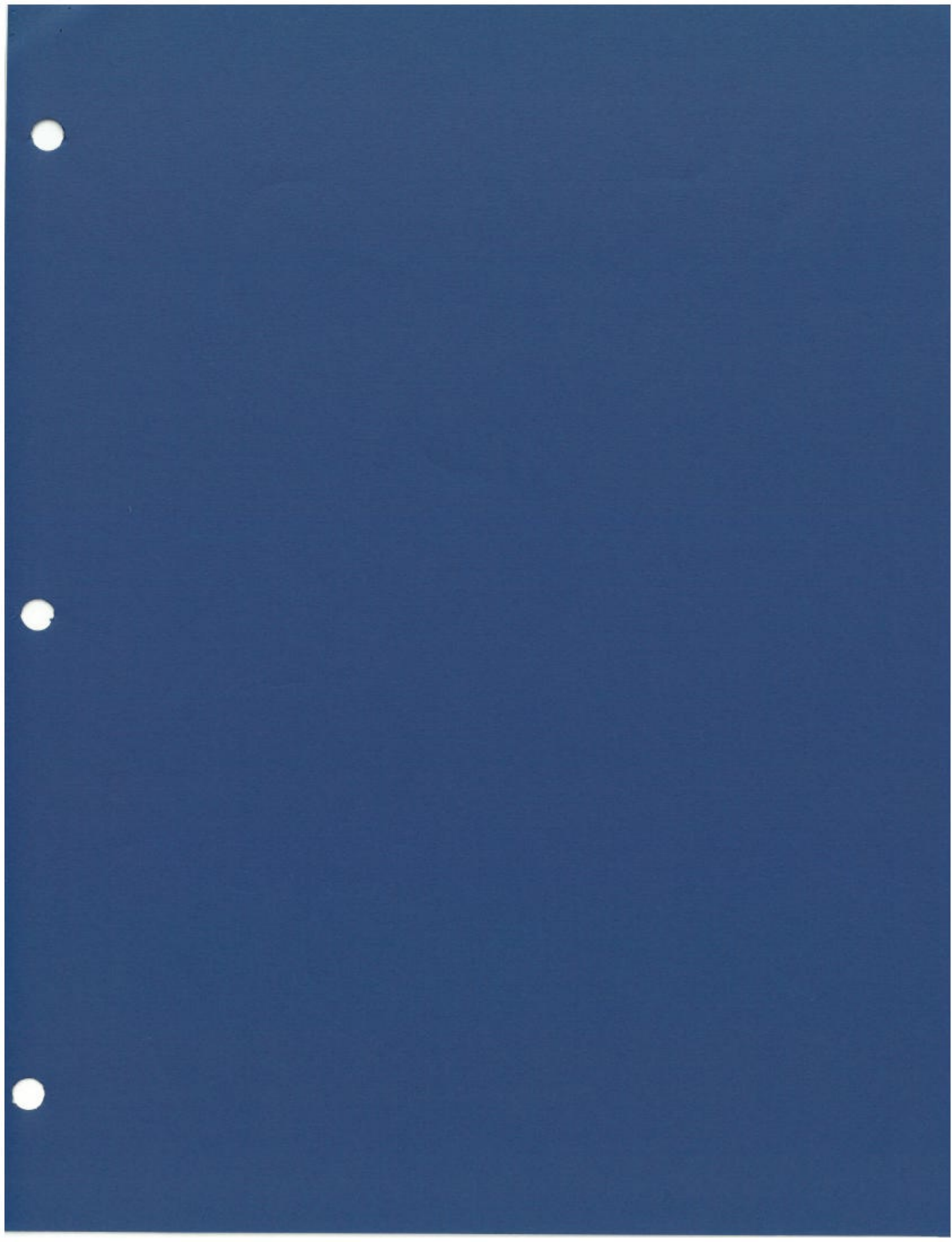
By Account

# Cathedral Pines Tax Revenue Earned

## Transfer Funds from MM - GF

2020 Total Property Tax Budget	\$	482,755.32	
O&M Prop Tax Budget	\$	201,148.05	41.6667%
Debt Prop Tax Budget	\$	281,607.27	58.3333%

Month - Year	Total Property Tax	Property Tax Revenue (41.6667%)	Ownership Tax (100%)	Delinquent/ Interest Tax (100%)	Treasurer Fee	Total Transfer Amount	Transfer Date
Jan-20	\$ 12,195.63	\$	\$ 5,081.52	\$	(182.93)	\$ 9,765.15	2/26/2020
Feb-20	\$ 175,682.77	\$	\$ 73,201.21	\$ 4,295.70	(2,635.24)	\$ 74,861.67	3/17/2020
Mar-20	\$	\$	-	-	-	-	
Apr-20	\$	\$	-	-	-	-	
May-20	\$	\$	-	-	-	-	
Jun-20	\$	\$	-	-	-	-	
Jul-20	\$	\$	-	-	-	-	
Aug-20	\$	\$	-	-	-	-	
Sep-20	\$	\$	-	-	-	-	
Oct-20	\$	\$	-	-	-	-	
Nov-20	\$	\$	-	-	-	-	
Dec-20	\$	\$	-	-	-	-	
<b>TOTAL</b>	<b>\$ 187,878.40</b>	<b>\$</b>	<b>\$ 78,282.73</b>	<b>\$ 9,162.27</b>	<b>(2,818.18)</b>	<b>\$ 84,626.82</b>	





# Cathedral Pines Metropolitan District

## PAYMENT REQUEST

### 3/17/2020

## GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
A Cut Above Lawn Services	21110	2/28/2020	\$ 1,572.66	GF - Landscape Contract
A Cut Above Lawn Services	21103	2/25/2020	\$ 650.20	GF/ Lodge - Snow
A Cut Above Lawn Services	21111	2/28/2020	\$ 1,825.00	GF/ Lodge - Snow
ADT Security	403085895	3/19/2020	\$ 51.99	Lodge - Security (Auto-Pay)
Black Hills Energy	2234	3/4/2020	\$ 224.36	Lodge - Utilities
Colorado Mountain Properties Management	5	3/8/2020	\$ 2,617.19	Lodge - Attendant fee/Booking Fee/ Supplies
Premier Carpet Cleaning	8/22/1939	11/18/2019	\$ 200.00	Lodge - cleaning
SDA	2/1/2020	2/27/2020	\$ 581.47	GF - Insurance/ Fees
Stratus IQ	608-CO27	3/1/2020	\$ 92.20	Lodge - Telephone
Walker Schooler District Managers	6486	2/29/2020	\$ 3,506.25	GF - Management/ reimbursement
Warren Management	14413	2/29/2020	\$ 2,000.00	GE - Maintenance Management
Warren Management	14501	2/29/2020	\$ 1,970.48	Lodge - repairs/ Maintenance
Waste Management	6493012-2528-4	2/27/2020	\$ 590.29	Lodge - Trash
White Bear Ankele Tanaka Waldron	9406	2/29/2020	\$ 1,792.74	GF - Legal
<b>TOTAL</b>			<b>\$ 17,674.83</b>	

## BONDS REVENUE FUND ACCOUNT

Description	Date	Amount	Comments
UMB Bank NA			Interest Payment
<b>TOTAL</b>		<b>\$ -</b>	

**TOTAL \$ 17,674.83**