

**CATHEDRAL PINES METROPOLITAN DISTRICT
NOTICE OF SPECIAL MEETING
BOARD OF DIRECTORS**

Tuesday, April 19, 2022 at 1:00 PM (MST)
Cathedral Pines Lodge
13975 Milam Rd.
Colorado Springs, CO 80908
Or

Please join meeting from your computer, tablet or smartphone.

<https://meet.goto.com/167017405>

You can also dial in using your phone.

United States: +1 (571) 317-3129

Access Code: 167-017-405

Public Welcome

***We encourage our attendees to participate in person; however, if you choose to join virtually please have your camera on so we are able to get to know everyone a little better. Please do not use Chat option to submit questions.**

Board of Director	Title	Term
Bill Heeter	President	May 2022
Rich Stauch	Vice President	May 2022
Kevin Combs	Treasurer	May 2022
Ecton Espenlaub	Secretary	May 2022
Lynn Shepherd	Assistant Secretary	May 2023

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 on March 15, 2022, Special meeting on March 31, 2022, Special evening meeting on March 31, 2022 (see attached)
- 5. Financial Update – Kevin W./Kevin C.**
 - a. Review of Unaudited Financial Statements as of March 31, 2022 (see attached) – Rebecca / Kevin C.
 - b. Approval of Payables for the Period Ending April 19, 2022 (see attached) – Rebecca
 - c. Future Possibilities for Recovery Grants/Loans, etc. – Kevin W.
 - i. Receiving \$305.91 from Safety and Loss Prevention Grant
 - d. Reserve Study Update - Jamie
- 6. Lodge Management Update – Lynn/VenQ**
 - a. Review and consider for adoption Lodge Management Contract with VenQ – Lynn / Kevin
 - b. Update on Lodge Furniture – Bill
 - c. Update on Patio Lights and Canopy – Megan/Bill

- d. Magnolia Sound System Update – Lynn
- e. Review and Define “Community Event” - All

7. Landscaping Issues – Bill

- a. Landscaping Survey Update – Jeremy Powell – Kimley-Horn
- b. Status of Vessey Ponds – Bill
- c. Speed Limit Signs on Community Roads – Bill
- d. Request for Stop Lights at Milam/Shoup Intersection – Rick/Bill
- e. Update on Start of Annual Community Landscaping – Bill/Jamie
- f. Start-up of Ponds, Irrigation – Bill/Jamie

8. Management Matters – Bill

- a. Participation in Community Recycling Event – Bill/Rebecca
- b. Participation in Community Chipping Event – Bill /Rebecca

9. Legal Matters

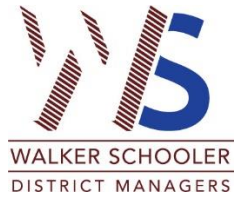
- a. Process for Hiring New Legal Counsel – Kevin/Rebecca
- b. Election Process Update – Kevin W.

10. Public Comment (Items Not on the Agenda Only. Comments limited to 5 minutes per person and taken in Order in Which They Appear on Sign-Up Sheet)

11. Other Business

- a. Annual Community Update scheduled for March 31 at 6:00 P.M. at the Lodge

12. Adjournment - Next Regular Board Meeting scheduled for May 17, 2022, at 6:00 P.M.
New Board member(s) will be seated at this meeting





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD MARCH 15, 2022
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 Tuesday, March 15th at 10:00 AM, at 13975 Milam Road, Colorado Springs, CO, and via telephone and video conference call.

In attendance were Directors:

Bill Heeter
Lynn Shepherd
Ecton Espenlaub
Kevin Combs
Rick Stauch

Also in attendance were:

Kevin Walker, Walker Schooler District Managers
Rebecca Hardekopf, Walker Schooler District Managers
Jamie Adams, Warren Management
Jeremy Powell, Kimley-Horn
Megan Riviezzo, VenQ
Brandon Nichols, Lodge Team
Bill Kappel, Public
Frank Simonds, Public
Jennifer and Jim Eisenhart, Public

1. Call to Order: President Heeter called the meeting to order at 10:00 AM.

2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures: President Heeter confirmed a quorum was present. There were no additional disclosures made by Board Members.

3. Approval of the Agenda: Director Shepherd requested discussion under Lodge Management. Director Stauch made a motion to approve the Agenda as amended; seconded by Director Espenlaub. Motion passed unanimously.

4. Approval of Board Meeting Minutes – Special meeting on February 14, 2022, Regular meeting on February 15, 2022, and Special meeting on March 8, 2022: Director Espenlaub moved to approve the February 14, 2022 Meeting Minutes; seconded by Director Shepherd. Motion passed unanimously. Director Shepherd moved to approve the February 15, 2022 Meeting Minutes; seconded by Director Espenlaub. Motion passed unanimously. Director Stauch moved to approve the March 8, 2022 Meeting Minutes; seconded by Director Shepherd. Motion passed unanimously.

5. Financial Update

- a. Review of Unaudited Financial Statements as of February 28, 2022: Ms. Hardekopf presented the Unaudited Financial Statements as of February 28, 2022. She noted the election expense of \$7,900 out of the \$10,000 budgeted. Mr. Walker estimated the election costs will total close to \$20,000. Ms. Hardekopf noted there is a \$10,000 contingency fund but \$1,000 has been spent to cover environmental study consulting costs. Director Combs discussed the budget and monthly adjustments to the financials. He asked specifically about the insurance number. Ms. Hardekopf confirmed the insurance payments is booked once paid. The Board discussed showing the monthly modifications and adjustments that are made on the monthly financial report moving forward. Director Stauch moved to approve the Unaudited Financial Statements as of February 28, 2022 as presented; seconded by Director Espenlaub. Motion passed unanimously.
- b. Approval of Payables for the Period Ending March 15, 2022: Ms. Hardekopf presented the Payables for the period ending March 15, 2022. After review, Director Espenlaub moved to approve the Payables for the period ending March 15, 2022 as presented; seconded by Director Shepherd. Motion passed unanimously.
- c. Future Possibilities for Recovery Grants/Loans, etc.: There was no discussion.
- d. Reserve Study Discussion: Mrs. Adams presented the Reserve Study proposal and options, the Board discussed the Reserve Study and planning for future capital improvements. President Heeter moved to pursue Association Reserves to complete a Reserve Study at the cost of \$2,590 for full study with site visit for the District; seconded by Director Stauch. Motion passed unanimously.

6. Lodge Management Update:

- a. Review and consider for adoption Lodge Management Contract with VenQ: Ms. Riviezzo discussed the Lodge marketing plans. Director Shepherd discussed resident event procedures and proposed providing resident events at the current reasonable rates of \$500 for holidays and peak weekend days and \$250 for off-peak and weekdays. The proposed change of the event process will be a “turn-key” system for residents. An electronic keypad will be installed so they can access the Lodge with a one-time passcode and will be solely responsible for the Lodge and the event as well as cleanup. Residents will have the option to pay extra for a la carte items such as additional cleaning services, and wedding planning services. Ms. Riviezzo discussed goals for 2023 and would like to book 70 high-end paid events. Ms. Riviezzo discussed improvement ideas including an updated wedding arbor, market lit patio, and removal of the logo over the fireplace. The market for wooden chairs has tightened considerably and the initial quote we received was no longer valid. She identified an alternative resource and recommended using the budget for just new chairs and utilizing the existing tables. Another proposed addition for 2023 would be ceremony benches. Director Shepherd discussed the problems with the current security deposit process and proposed adding language to the contract that damages will be charged after the event if applicable. Director Stauch moved to remove the security damage deposit and update the contract as discussed; seconded by Director Combs. Motion passed unanimously.
- b. Update on Lodge Improvements: After review and discussion, Director Espenlaub moved to approve the purchase of new chairs and utilizing the existing tables; seconded by Director Shepherd. Motion passed unanimously. The Board agreed to get proposals for the market lit patio lighting.
- c. Security Systems at Lodge and Storage Shed: Director Shepherd discussed issues with the security system report at the Lodge. She recommended double checking all points of entry before leaving the Lodge.

8. Landscaping Issues:

- a. Status of Vessey Ponds: President Heeter noted the status of the Vessey ponds will also be addressed in the community survey. The District has received approvals from the governmental entities to proceed if the District chooses to proceed.
- b. Speed Limit Signs on Community Roads: President Heeter reported that a County representative drove the community and identified areas where speed limit signs should be posted. The County representative will reach out soon to provide direction on how to move forward with getting the signs installed.
- c. Request for Stop Lights at Milam/ Shoup Intersection: The County Engineering department has a preliminary project to review the intersection and see if additional signage or stoplights are required.
- d. Update on Long-Term Landscaping Plan/Community Survey - Kimley-Horn: Mr. Powell reported the long-term landscaping plan with potential proposed improvements for the community will be distributed to the residents in the next week. The residents will then have time to review before the community meeting on March 31st. Mr. Powell will present a detailed long-term landscaping plan and options regarding the irrigation and Vessey ponds at the community meeting. After the community meeting, the residents will receive the first survey where they can provide feedback on green, hybrid or xeric landscaping for a long-term landscaping plan. The Board discussed wanting to provide many opportunities for the community to receive the information and provide feedback.

9. Management Matters:

- a. March Annual Community Meeting Update: President Heeter discussed the upcoming annual community meeting and noted food trucks will serve dinner.
- b. Review of PowerPoint Presentations for Annual Meeting: President Heeter noted the goal is to keep the meeting at an hour and a half, and recommended presentations be as concise as possible. The Board agreed to meet on March 30th at 2:30 PM to rehearse presentations.
- c. Update for break-ins at the mailboxes: The Board discussed the break-ins at the mailboxes and the option of security cameras with a DVR.

10. Legal Matters:

- a. Review and Accept White Bear Ankele Tanaka & Waldron resignation as Legal Counsel: Mr. Walker stated Mr. Allen sent us his resignation letter and already sent his final invoices. Director Stauch noted to the Board the DEO was changed at the March 8 special meeting. President Heeter moved to accept the White Bear Ankele & Waldron resignation as legal counsel; seconded by Director Stauch. Motion passed unanimously. Mr. Walker will compile a list of new legal counsel options. President Heeter and Director Espenlaub volunteered to interview legal counsel candidates.
- b. Election Process for 2022: Mr. Walker discussed the 2022 Election process. There are two Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) ballots that will be mailed on March 11, 2022 and they have 60 days to return. Ballots will be mailed between April 11th and April 18th to the 375 current electors. Additional Election information can be found on the District's website.

11. New Business:

- a. April Newsletter with Profiles of Candidates: Ms. Hardekopf discussed candidate profiles that will be published in the April Newsletter and on the District's website. Directors Shepherd and Director Combs agreed that if a written statement is received from a candidate stating that they

do not want to provide a profile, then the rest of the profiles can be published to provide transparency.

12. Public Comment:

Mr. Kappel spoke during the agenda items regarding the long-term land scape plan and requested the Board include cost range with the survey options so residents can make a better a better more informed vote. Mr. Powell said that can be done but it would be a broad range due to the possible improvements. Mr. Kappel also inquired about the social media venues the Board will use to advertise the survey. The Board discussed he multiple options they will pursue to get the information out to the residents.

Mrs. Eisenhart spoke during the agenda item for Lodge management ant the resident cost for events at the Lodge. Director Shepherd was able to address the questions and inform Mrs. Eisenhart regarding resident booking and the fees.

13. Other Business: Next Regular Board Meeting scheduled for April 19, 2022, at 10:00 A.M.

- a. Annual Community Meeting scheduled for March 31, 2022, at 6:00 P.M. at the Lodge.

14. Adjournment: Director Espenlaub moved to adjourn the meeting; seconded by Director Combs. Motion passed unanimously at 12:57 P.M.

Respectfully Submitted,

By: Rebecca Hardekopf, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL MARCH 15, 2022 MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT.

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD MARCH 31, 2022
AT 3:00 P.M.**

Pursuant to posted notice, the special meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Thursday, March 31st at 3:00 p.m., at 13975 Milam Road, Colorado Springs, CO.

In attendance were Directors:

Bill Heeter
Rick Stauch
Ecton Espenlaub
Kevin Combs

Excused Absence:

Lynn Shepherd

Also in attendance were:

Jamie Adams, Warren Management
Rebecca Hardekopf, WSDM
Brandon Nichols, VenQ
Kristi Correa, Public

1. Call to Order: President Heeter called the meeting to order at 3:30 PM
2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures: President Heeter confirmed a quorum was present with the excused absence of Director Shepherd. There were no additional disclosures made by the Board Members.
3. Approval of Agenda: Director Espenlaub moved to approve the agenda; seconded by Director Stauch. Motion passed unanimously.
4. Preparation for March 31, 2022 evening power point presentation: Board of Directors along with Mrs. Adams and Mrs. Hardekopf went over the preparations and rehearsal for the evening meeting with residents.
5. Other Business: No other business was discussed.
6. Adjournment: President Heeter moved to adjourn the meeting at 5:00 PM; seconded by Director Espenlaub. Motion passed unanimously.

Respectfully Submitted,

By: Rebecca Hardekopf, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL MARCH 31, 2022 3:00 PM MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT.

**MINUTES OF A SPECIAL ANNUAL COMMUNITY MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD MARCH 31, 2022
AT 6:00 P.M.**

Pursuant to posted notice, the special meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Thursday, March 31st at 6:00 p.m., at 13975 Milam Road, Colorado Springs, CO.

In attendance were Directors:

Bill Heeter
Lynn Shepherd
Rick Stauch
Ecton Espenlaub
Kevin Combs

Also in attendance were:

Jamie Adams, Warren Management
Kevin Walker, WSDM
Rebecca Hardekopf, WSDM
Jeremy Powell, Kimley-Horn
Members of the Public (see attached sign-in sheet)

1. Call to Order: President Heeter called the meeting to order at 6:00 PM.
2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures: President Heeter confirmed a quorum was present. There were no additional disclosures made by the Board Members.
3. Approval of Agenda: Director Shepherd motioned to approve the agenda, seconded by Director Combs; motion passed unanimously.
4. Power Point Presentation: Walker Schooler District Managers office, Warrant Management Office and the Board of Directors presented the power point presentation (**see attached**).
5. Public Comment: The meeting was opened for the first public comment session.

Ms. Hardekopf read two questions and a comment that were submitted by Ruth Miller. First, what may we do to secure life saving mitigation for our Shoup and Milam intersection. President Heeter responded that they have contacted the County multiple times, and the County has responded with suggestions such as bigger stop signs and lighted stop signs but they have not wanted to put in stop lights. Last month, the County acknowledged the issue and it is on the agenda to address the intersection but how it will be addressed is still unknown. President Heeter will follow up with the County. Secondly, may we reconsider Cathedral Pines resident weekend rate for renting and using the Lodge. Director Shepherd explained the current weekday rental rate is \$250, and for Fridays and Saturdays it is \$500. The prices are reflective of the costs associated with renting the Lodge. Research was done on comparable pricing and the resident rates are still under market level pricing. Lastly, the submitted comment is a referral for free fire mitigation by a non-profit group called Black Forest Together, Bill Mantia. Ms. Miller noted he moved trees around so they survive. President Heeter noted the County owns the first 10' on either side of the road, so resident will need to keep that in mind when moving trees.

Janet Kelley asked about the comparison pricing for the Lodge and if the communities own those venues and do they pay taxes. Director Shepherd responded that they did not examine that part of it and she is unsure how they run them. She explained it was done for a commercial pricing comparison for nearby venues. For private events that are not open to the community, the \$500 rate covers the cost of the venue without expecting other people in the community to cover those costs. The price has gone up due to the price of cleaning, and utilities all increasing. Director Shepherd noted that the Lodge and the resident price is always open for discussion since the Lodge is an amenity for the community. She confirmed that residents can rent the Lodge any day of the week and holidays if it has not already been reserved at the resident rates. Resident events no longer require a security deposit or staffing.

Unidentified member of the public asked about the status of the road repairs. President Heeter reported that a system was setup with a County representative to report back and forth about road conditions in the community. Also, the County Engineer has preliminary plans to resurface the roads in Cathedral Pines in the next few years. The County representative, Chuck Deon, recently came and drove the roads in Cathedral Pines and noted there are missing speed limit signs, so they will be installing speed limit signs as needed. Director Stauch noted that El Paso County has an app for your phone called EPC Community Connect where you can report potholes and other road issues and conditions.

John Kelley asked why the Board removed the previous DEO and appointed a new one. President Heeter explained the previous DEO made mistakes when processing the candidates and did not respond for multiple days when the Board enquired about the candidates. The previous DEO also gave wrong advice to a candidate and told them they had to run for a one-year term when they wanted to run for the three-year term. President Heeter wrote a letter to the DEO expressing his concerns with their ability to run the election, and a few hours later the DEO resigned both as DEO and legal counsel. Mr. Walker provided a referral for a new DEO who is the former Secretary of State, and very qualified. The Board accepted the resignation of White Bear Ankele as DEO and approved the new DEO, Wayne Williams, who stepped in immediately to run the election. President Heeter noted there was nothing nefarious and he did not act without the Board and he does not have the authority to act without the Board. Mr. Kelley commented that the White Bear Ankele resignation letter indicated there were two reasons, in addition to their concern in working with the District. He said he would like to know what the concerns were from White Bear's perspective. President Heeter commented that from White Bear's perspective they were open to a lawsuit. They would rather resign than face malpractice. Mr. Kelley commented that there were two references in the resignation letter to a phone call with Mr. Walker and an email from President Heeter and asked would the Board provide the email and notes from the phone call. President Heeter informed Mr. Kelley that he can file a formal request through CORA. President Heeter commented that the community has spent \$2,000 addressing Mr. Kelley's legal concerns and they are not going to do it anymore. Mr. Kelley said that he must be talking about something not recently because that is not accurate. President Heeter said he would gladly provide the legal invoices. Mr. Kelley said his questions were not answered. President Heeter replied that Mr. Kelley did not ask questions, he expressed opinions and misrepresented facts, and the Board does not answer to opinions. President Heeter summarized that the previous DEO also resigned as the District's lawfirm and that was not seen as a big loss because after three years they never visited the community or attended a Board meeting.

Jenn Eisenhart commented that she is running to be on the Board, and she attended the Board meeting after the DEO resignation and it was not discussed nor explanation provided. She contacted the Board and Walker Schooler District Managers asking what happened and did not get a response. President Heeter replied that Mrs. Eisenhart interrupted the meeting multiple times during the meeting to ask questions, so it is not valid to say she was not allowed to ask questions. He noted that the meeting was recorded. Ms. Eisenhart asked if they asked everyone if it was okay to be recorded. The Board explained that every meeting is recorded via video conference including this meeting. Ms. Hardekopf explained that all metropolitan district board meetings are open to the public and Colorado law allows it to be recorded and provided electronically via video conference.

Unidentified member of the public asked about Cathedral Pines taking over management of the ponds and what the liability would be and if insurance coverage needs to be increased. Would the community assume liability if someone were to fall in the ponds and get hurt and would taxes increase to cover these costs of liability. The Board noted they will come back to this question after Kimley-Horns presentation.

Janet Kelley asked Director Combs why he is no longer running for the Board. Director Combs responded that he would rather be on a three-year term, and rather than be on a one-year term and compete with President Heeter for the seat he withdrew. He commented that President Heeter has good initiatives, and a good long range plan. He has done a great job leading the committee in the right direction, and he felt that it was the right thing to do and not take votes away from President Heeter. He noted he can run again in a year when two seats are available.

John Kelley commented that the candidates have requested a number of candidate forums at the Lodge. The HOA Board got involved and scheduled three and they are now down to one on April 9th. Mr. Kelley said he wanted to confirm the District has approved the use of the Lodge for several candidate forums in April. Ms. Hardekopf explained the District is not involved in those forums. The HOA is hosting the meeting on their own. Mr. Kelley commented that the District has to approve the use of the Lodge and the candidates have requested use of the Lodge for those forums. Mr. Walker clarified that all of the candidates did not request that, only Ms. Eisenhart did. Since the process was followed to request the Lodge, it is approved for Ms. Eisenhart to host her events.

The meeting was opened for the second session of public comment.

Unidentified member of the public asked about the costs associated with the ponds and the irrigation system. She enquired about the cattails. President Heeter replied that it would be \$30,000 to dredge the cattails and \$10,000 to haul away. The cattails have taken over 100% of one pond and 75-80% of the other pond. He confirmed it is a rubber liner and the company specializes in that type of liner. He noted it is not just for aesthetic reasons, but for water flow because the lower pond is completely clogged with cattails, as well as mosquito issues and wildlife. One pond is a holding pond and the other holds the overflow of that pond.

Unidentified member of the public commented that the retaining ponds feed black squirrel creek and that also feeds to the neighboring branches. She asked if those neighboring areas have been included in these discussions to make sure they aren't impacted if we improve our drainage. President Heeter replied that they have had three different state and county agencies come out and every one of them has physically surveyed the area and checked the legalities of it. The District has no liability from that standpoint. Mr. Walker commented that was good feedback and we can certainly look into notifying those neighboring parcels.

Ruth Miller asked about flowers and sustainability with annuals versus perennials. Mr. Powell replied that the more xeric options are more sustainable. President Heeter noted the survey is just the start of getting a conceptual idea of what you want the community to look like and from there it can be boiled down to a more action and cost-oriented process. Mr. Powell confirmed that all of the options provided are viable, and the first survey is going to be more broad and the second survey will be more focused.

John Kelley asked about taking on the ponds and who it belongs to and if the District is purchasing the land, and will the District be responsible for annual maintenance. Mr. Walker explained the property is owned by the County and the developer agreed with the County that the District would do the maintenance. The District has access rights to the pond and a responsibility to make sure it functions in the stormwater capacity. He noted that nothing has been done in 15 years, so we are now catching up. The District is not incurring any additional liability than what it already has.

Janet Kelley commented that she thought at a Board meeting, the Board sent a letter saying the District would be responsible for the ponds. President Heeter clarified that the letter was enquiring about who was responsible. Mr. Walker noted that he had to track down the documents including the drainage report from the County to see that the developer agreed and made the District responsible for the maintenance. John and Janet Kelley commented that the County should be involved and help offset the costs of the ponds and the County does not believe there is a problem with the ponds. President Heeter commented that the County will not get involved or do anything about the ponds. Mr. Kelley said that the County has not identified any drainage issue and it is only for aesthetics. It is in a location that is directly across the street from two board members, and they want to take on the liability of \$40,000 to fix something that doesn't have to be fixed and just wants to make it look better. Mr. Kelley said he is okay with that but the County should share these costs. He agreed and says it does look terrible. President Heeter commented that there have been many efforts taken with the County to get involved and there have been meetings with the County. There are drainage issues and it would not work if there were a 100-year storm. The County has acknowledged there are drainage issues. Mr. Walker confirmed the County is not responsible for drainage issues.

Kristi Correa asked for clarification on the survey, and if there will be a question on if the community wants to address the ponds. Mr. Powell confirmed there is a yes or no question.

Unidentified member of the public asked if the irrigation runs on a well. President Heeter confirmed it runs on multiple wells. Mr. Walker clarified that the District pays to maintain the well but does not pay for the water, it was dedicated to the District. President Heeter discussed the lines are buried 9 feet under the ground which is ridiculous. The problem is it breaks every year, so they are just patching and repairing as best they can.

Janet Kelley stated that when they had the fires, water was taken out of the ponds by helicopter to use to put out the fire in Black Forest and it really did help, but it also ruined the pond and damaged the liner. The liner is expensive and a huge deal. She does not know who repaired the liner in the past but does not want them to do it again. If we are going to do something we need to have confidence that it is done well because there is history and the District has paid for it even though it was the fire department and the Air Force that was using our water and caused the problem as well as breaking the pumps. President Heeter noted that Solitude Lake Management is a leader and national company. They put in the best bid and they have the specialty equipment to do it.

Bruce Bruinsma said he appreciates the information and the opportunity to express opinions. He thanked the Board for the way they handled this and the choices that we have.

Ms. Hardekopf concluded the presentation question and answer portion and notified the public the Board and Management will be available for any additional questions.

6. Other Business: The Board discussed payment to be sent for the Food Truck vendor. Director Ecton motioned to approve payment for Black Forest Bistro/ Truck Team, seconded by President Heeter; motion passed unanimously.
7. Adjournment: President Heeter moved to adjourned the meeting at 8:30 PM, seconded by Director Stauch; motion passed unanimously.

Respectfully Submitted,

By: Rebecca Hardekopf, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL MARCH 31, 2022 ANNUAL COMMUNITY MEETING MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT.

CATHEDRAL PINES METROPOLITAN DISTRICT

March 31, 2022

Please print the requested information below. If you wish to address the Board during public comment and question, please indicate that by checking the box under the public comment column. Public comment will be taken in the order they appear on this sheet. Public comment is limited to five (5) minutes per person.

Name	Address	Telephone	Email	Public Comment
Donna Paulson Combs	5510 Vessey Rd	661 547-3135	dKaypaulson@gmail.com	<input type="checkbox"/>
Julie Simonds	14745 Millhaven Pl	719-375-1884	juliesimonds@gmail.com	<input type="checkbox"/>
Frank Simonds	" "	" "	franksimonds@gmail.com	<input type="checkbox"/>
Jenn & James Eisenhart	4260 Foxchase Way	425-999-0639	trichotomy18@hotmail.com	<input checked="" type="checkbox"/>
DAN & LESLIE GETZINGER	4420 ✓ ✓	858-336-5930	GETZINGERCPA@GMAIL.COM	<input type="checkbox"/> No!
Marty & Cynthia Klaiber	14230 Millhaven Place	719-201-1337	Cynt.Klaiber@gmail.com	<input type="checkbox"/>
Ruth & Brad Miller	5665 Vessey	719-338-4921		<input type="checkbox"/>
Ben & Kristin Jones	3815 Foxchase	719 495 7764		<input checked="" type="checkbox"/>
Kevin & Gwail Ehlers	4180 Foxchase Way	303-995-6557	kevin.ehlers@cathedralpinestexas.com	<input type="checkbox"/>
Matt & Christine Anderson	5025 Vessey	830-719-1479	mattieanderson@hotmail.com	<input type="checkbox"/>
MaryBeth Indovina	13970 Staffshire Ln.	724.991.7866	greggindovina@me.com	<input type="checkbox"/>
CHERYL & ALLEN ZIETZ	13890 STAFFSHIRE LN	949-212-1564	NEWPORTGROUP1@YAHOO	<input type="checkbox"/>
Rick Stauch	14785 Millhaven Place	719-310-7778	rmstauch@gmail.com	<input type="checkbox"/>
Ty & Amy Shandy	13595 Winslow Dr	719-684-3905	taymshandy@hotmail.com	<input type="checkbox"/>
Peggy & Bob Gibson	14245 Farmham Royal Ct.	(805) 757-2475	PeggySwegibson@hotmail.com	<input type="checkbox"/>
Jan & Sheryl Pyle	13555 Winslow Dr	719.559.1992	spyle04@gmail.com	<input type="checkbox"/>
Jan & Steve Wilson	5435 Saxton Hollow	719-649-4265	Jan.Wilson@fotfi.org	<input type="checkbox"/>

Questions or Comments?

Please submit your question or comment below to be addressed to either individual Metro Board members or the Metro Board in general. It will be picked up and read by Rebecca Hardekopf of Walker-Schooler District Managers.

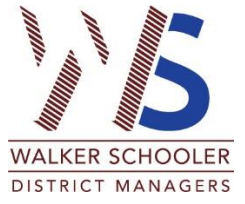
* Thank you for all you do!

- ① What may we do to secure life saving mitigation for our SHOUP and MILAM intersection?
- ② May we reconsider CP Resident weekend rate for renting/using our CP Lodge?

Submitted by Guith Miller 719-338-4921
cell

Please limit the number of questions or comments to no more than 2 per resident. Unsigned forms will not be addressed by the Board. Thank you!

BLACK FOREST TOGETHER - Bill Mentia
501c3 Fantastic help in moving trees so they survive + thrive. 719-440-3583



**CATHEDRAL PINES METROPOLITAN DISTRICT
2022 MONTHLY FINANCIALS
GENERAL FUND**

	MONTH OF MARCH				MARCH YTD				APR BUDGET	Add'l Postings Since Prior Month Cut-Off
	ACTUAL	BUDGET	FAV / (UNFAV)	% DIFF	ACTUAL	BUDGET	FAV / (UNFAV)	% DIFF		
GENERAL FUND: BEGINNING BALANCE					220,370	163,721	56,649	35%	281,221	
REVENUE										
PROPERTY TAXES	120,887	108,000	12,887	12%	127,411	119,000	8,411	7%	30,000	-
SPECIFIC OWNERSHIP TAXES	4,586	4,000	586	15%	9,348	8,000	1,348	17%	5,000	-
DELINQUENT TAX AND INTEREST	-	-	-	-	-	-	-	-	-	-
PRIOR YEAR INTEREST & ABATEMENT	-	-	-	-	-	-	-	-	-	-
RENTAL INCOME - THE LODGE EVENTS	8,313	-	8,313	100%	15,338	-	15,338	100%	-	-
RENTAL INCOME - SHED	833	1,000	(167)	-17%	2,500	2,000	500	25%	2,000	833
FEMA FUNDS	-	-	-	-	-	-	-	-	-	-
GRANT	-	-	-	-	-	-	-	-	-	-
SALES OF MONUMENT LOGOS	-	-	-	-	-	-	-	-	-	-
INSURANCE SETTLEMENT	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	134,619	113,000	21,619	19%	154,597	129,000	25,597	20%		833
TOTAL REVENUE & FUND BALANCE	134,619	113,000	21,619	19%	374,967	276,721	98,246	36%	318,221	833
EXPENDITURES										
SERVICES										
AUDIT (Biggs Kofford)	-	-	-	-	-	4,000	(4,000)	-100%	-	-
MANAGEMENT (WSDM)	3,675	3,859	(184)	-5%	11,025	11,577	(552)	-5%	3,859	-
MAINTENANCE MANAGEMENT (WARREN)	(1,460)	2,188	(3,648)	-167%	6,445	6,563	(118)	-2%	2,188	-
LEGAL (White Bear)	-	1,250	(1,250)	-100%	1,835	3,750	(1,915)	-51%	1,250	-
Category SubTotal	2,215	7,296	(5,081)	-70%	19,305	25,890	(6,585)	-25%	7,296	-
LODGE										
LODGE MANAGEMENT	8,357	3,500	4,857	139%	15,357	10,500	4,857	46%	3,500	-
ADVERTISING/WEBSITE	23	417	(394)	-94%	23	1,250	(1,227)	-98%	417	-
BOOKING FEE	-	-	-	-	-	-	-	-	-	-
EVENT HOSTING	-	-	-	-	-	-	-	-	-	-
SUPPLIES	1,765	-	1,765	100%	3,094	-	3,094	100%	-	-
CLEANING	-	-	-	-	-	-	-	-	-	-
REPAIRS AND MAINTENANCE	-	1,250	(1,250)	-100%	1,483	3,750	(2,267)	-60%	1,250	653
UTILITIES	369	833	(464)	-56%	1,998	2,500	(502)	-20%	833	-
SECURITY	200	250	(50)	-20%	600	750	(150)	-20%	250	-
CAPITAL IMPROVEMENTS	11,303	5,000	6,303	126%	20,033	15,000	5,033	34%	5,000	-
SNOW REMOVAL	-	2,000	(2,000)	-100%	4,880	9,000	(4,120)	-46%	1,000	-
LANDSCAPE REPAIRS & MAINTENANCE	743	833	(90)	-11%	743	2,500	(1,757)	-70%	833	-
TRASH	416	500	(84)	-17%	617	1,500	(883)	-59%	500	-
TELEPHONE & NETWORK	244	275	(31)	-11%	729	825	(96)	-12%	275	-
CONTINGENCY	87	833	(746)	-90%	87	2,500	(2,413)	-97%	833	-
Category SubTotal	23,507	15,692	7,815	50%	49,644	50,074	(430)	-1%	14,692	653
GENERAL										
LANDSCAPE MAINTENANCE	1,733	12,000	(10,267)	-86%	4,838	13,000	(8,162)	-63%	-	-
REPAIRS AND MAINTENANCE	-	2,083	(2,083)	-100%	647	6,250	(5,603)	-90%	2,083	-
SNOW REMOVAL	770	5,000	(4,230)	-85%	4,510	22,500	(17,990)	-80%	2,500	-
UTILITIES	886	1,667	(781)	-47%	1,797	5,000	(3,203)	-64%	1,667	-
INFRASTRUCTURE REPLACEMENT	-	833	(833)	-100%	-	2,500	(2,500)	-100%	833	-
CONTINGENCY	-	833	(833)	-100%	679	2,500	(1,821)	-73%	833	-
ELECTION	-	-	-	100%	7,933	-	7,933	100%	-	-
Category SubTotal	3,389	22,417	(19,028)	-85%	20,404	51,749	(31,345)	-61%	7,917	-
OTHER										
BANK CHARGES	-	42	(42)	-100%	-	125	(125)	-100%	42	-
INSURANCE	-	-	-	100%	778	11,000	(10,222)	-93%	-	-
OFFICE EXPENSE	202	42	160	385%	352	125	227	181%	42	-

**CATHEDRAL PINES METROPOLITAN DISTRICT
2022 MONTHLY FINANCIALS
GENERAL FUND**

	MONTH OF MARCH				MARCH YTD				APR BUDGET	Add'l Postings Since Prior Month Cut-Off
	ACTUAL	BUDGET	FAV / (UNFAV)	% DIFF	ACTUAL	BUDGET	FAV / (UNFAV)	% DIFF		
GENERAL FUND: BEGINNING BALANCE					220,370	163,721	56,649	35%	281,221	
COUNTY TREASURER'S FEES	1,813	2,000	(187)	100%	1,911	2,000	(89)	100%	-	-
Category SubTotal	2,015	2,083	(68)	-3%	3,041	13,251	(10,210)	-77%	83	-
COVID RELATED EXPENSES	-	-	-		-	-	-		-	-
LODGE RESTRUCTURING	-	-	-		-	-	-		-	-
CLEANING SERVICES	-	-	-		-	-	-		-	-
OTHER / CONSULTING	1,295	833	462	55%	2,295	2,500	(205)	-8%	833	-
Category SubTotal	1,295	833	462	55%	2,295	2,500	(205)	-8%	833	-
TOTAL EXPENDITURES	32,421	48,321	(15,900)	-33%	94,689	143,464	(48,775)	-34%	30,821	653
NET INCOME (LOSS)	102,198	64,679	37,519	58%	59,908	(14,464)	74,372	-514%	6,179	180
TRANSFERS OUT										
CAPITAL REPLACEMENT RESERVE										
TOTAL TRANSFERS OUT	-	-	-		-	-	-		-	-
GENERAL FUND: ENDING BALANCE					280,278	228,400	51,878	23%	287,399	180

Cathedral Pines Metropolitan District

Balance Sheet

As of March 31, 2022

	<u>Mar 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
ECB Debt Service Fund	248,173.76
ECB General Fund	346,654.67
MM - CSafe Bond Fund UMB	0.53
Total Checking/Savings	<u>594,828.96</u>
Accounts Receivable	
Accounts Receivable	82.83
Total Accounts Receivable	<u>82.83</u>
Other Current Assets	
Prop Tax Rec - Debt Svc	165,455.95
Prop Tax Rec - Gnl Fund	165,455.95
Total Other Current Assets	<u>330,911.90</u>
Total Current Assets	<u>925,823.69</u>
Fixed Assets	
Community Center	
Accum Depreciation	-576,197.00
Original Cost	1,328,384.00
Total Community Center	<u>752,187.00</u>
Equipment	
Accum Depreciation	-2,950.00
Equipment - Other	13,922.00
Total Equipment	<u>10,972.00</u>
Parks, Trails & Monument	
Accum Depreciation	-588,641.00
Original Cost	897,354.77
Parks, Trails & Monument - Other	94,855.37
Total Parks, Trails & Monument	<u>403,569.14</u>
Total Fixed Assets	<u>1,166,728.14</u>
TOTAL ASSETS	<u><u>2,092,551.83</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	44,750.13
Total Accounts Payable	<u>44,750.13</u>
Other Current Liabilities	
Deferred Revenue - Lodge Events	51,563.50
Deferred Prop Tax - DSvc	165,455.95
Deferred Prop Tax - Gnl	165,455.95
Damage Deposits- Lodge Events	31,437.00
Total Other Current Liabilities	<u>413,912.40</u>
Total Current Liabilities	<u>458,662.53</u>

Cathedral Pines Metropolitan District

Balance Sheet

As of March 31, 2022

	<u>Mar 31, 22</u>
Long Term Liabilities	
Bonds Payable 2016	
Bond Premium 2016	
A/A Bond Premium 2016	-84,522.36
Bond Premium 2016 - Other	414,881.70
	<u>330,359.34</u>
Total Bond Premium 2016	330,359.34
Bonds Payable 2016 - Other	4,410,000.00
	<u>4,740,359.34</u>
Total Bonds Payable 2016	4,740,359.34
	<u>4,740,359.34</u>
Total Long Term Liabilities	4,740,359.34
Total Liabilities	5,199,021.87
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
32000 · Retained Earnings	251,387.16
Net Income	185,447.59
	<u>-3,106,470.04</u>
Total Equity	-3,106,470.04
TOTAL LIABILITIES & EQUITY	<u><u>2,092,551.83</u></u>

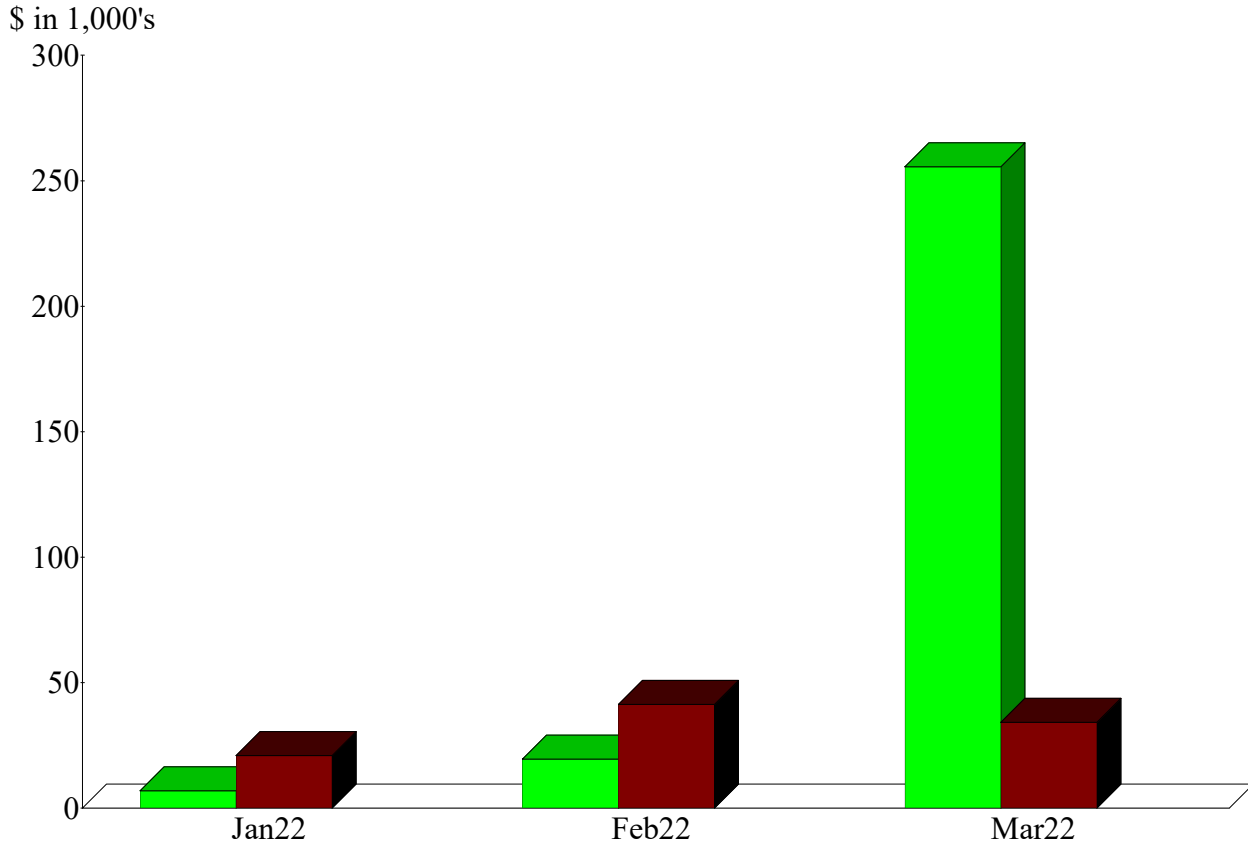
Cathedral Pines Metropolitan District
Profit & Loss Budget vs. Actual
January through March 2022

	TOTAL				
	Mar 22	Jan - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
1-100 · GF INCOME					
1-105 · GF Prop Tax Revenue	120,886.54	127,411.05	292,867.00	-165,455.95	43.51%
1-110 · Specific Ownership Taxes	4,585.94	9,347.83	41,001.00	-31,653.17	22.8%
1-120 · Rental Income - Lodge Events	8,312.50	15,337.50	75,000.00	-59,662.50	20.45%
1-127 · Rental Income - Shed	833.33	2,499.99	9,996.00	-7,496.01	25.01%
1-140 · FEMA Funds	0.00	0.00	20,000.00	-20,000.00	0.0%
Total 1-100 · GF INCOME	134,618.31	154,596.37	438,864.00	-284,267.63	35.23%
2-100 · DS INCOME					
2-105 · DS Prop Tax Revenue	120,886.54	127,411.05	292,867.00	-165,455.95	43.51%
2-130 · DS Interest Income	24.43	38.62			
Total 2-100 · DS INCOME	120,910.97	127,449.67	292,867.00	-165,417.33	43.52%
Total Income	255,529.28	282,046.04	731,731.00	-449,684.96	38.55%
Gross Profit	255,529.28	282,046.04	731,731.00	-449,684.96	38.55%
Expense					
TRANSFERS OUT					
Capital Replacement Reserve	0.00	0.00	25,000.00	-25,000.00	0.0%
Total TRANSFERS OUT	0.00	0.00	25,000.00	-25,000.00	0.0%
1-1000 · SERVICES					
1-1005 · Audit	0.00	0.00	9,000.00	-9,000.00	0.0%
1-1008 · Consulting Services	1,295.00	2,295.00	10,000.00	-7,705.00	22.95%
1-1010 · Management Expense	3,675.00	11,025.00	46,305.00	-35,280.00	23.81%
1-1015 · Maintenance Management	-1,460.33	6,444.67	26,250.00	-19,805.33	24.55%
1-1020 · Legal Fees	0.00	1,835.15	15,000.00	-13,164.85	12.23%
Total 1-1000 · SERVICES	3,509.67	21,599.82	106,555.00	-84,955.18	20.27%
1-2000 · LODGE					
1-2001 · Lodge Management	8,357.08	15,357.08	42,000.00	-26,642.92	36.56%
1-2005 · Advertising/ Website	23.00	23.00			
1-2010 · Booking Fee	0.00	0.00	5,000.00	-5,000.00	0.0%
1-2020 · Event Supplies	1,765.33	3,094.20	3,000.00	94.20	103.14%
1-2025 · Cleaning	0.00	0.00	500.00	-500.00	0.0%
1-2030 · Repairs and Maintenance	0.00	1,483.30	15,000.00	-13,516.70	9.89%
1-2035 · Utilities	368.93	1,997.85	10,000.00	-8,002.15	19.98%
1-2040 · Security	200.07	600.21	3,000.00	-2,399.79	20.01%
1-2043 · Capital Improvements - O&M	11,302.94	20,032.70	60,000.00	-39,967.30	33.39%
1-2044 · Landscape Maintenance	742.52	742.52	10,000.00	-9,257.48	7.43%
1-2045 · Snow Removal	0.00	4,880.00	10,000.00	-5,120.00	48.8%
1-2050 · Trash	415.82	616.51	6,000.00	-5,383.49	10.28%
1-2055 · Telephone	244.30	728.90	3,300.00	-2,571.10	22.09%
1-4030 · Lodge Contingency	87.12	87.12	10,000.00	-9,912.88	0.87%
Total 1-2000 · LODGE	23,507.11	49,643.39	177,800.00	-128,156.61	27.92%
1-3000 · GF EXPENSES					
License & Fees	0.00	678.87			

Cathedral Pines Metropolitan District Profit & Loss Budget vs. Actual January through March 2022

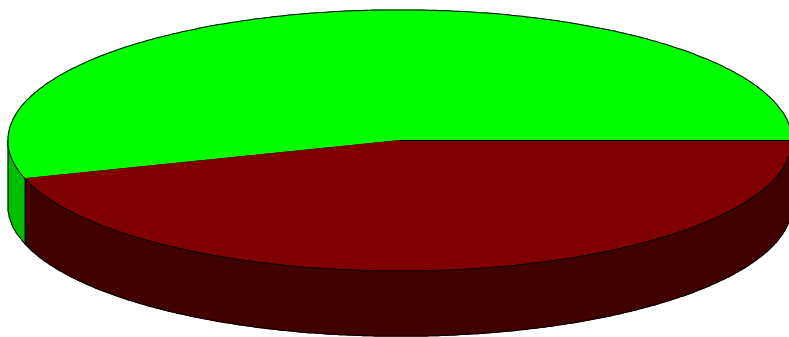
	TOTAL				
	Mar 22	Jan - Mar 22	Budget	\$ Over Budget	% of Budget
1-3005 · Landscape Maintenance	1,732.56	4,837.64	45,000.00	-40,162.36	10.75%
1-3010 · Repair & Maintenance - O&M	0.00	646.90	25,000.00	-24,353.10	2.59%
1-3015 · Snow Removal - O&M	770.00	4,510.00	25,000.00	-20,490.00	18.04%
1-3020 · Utilities - O&M	885.64	1,796.70	20,000.00	-18,203.30	8.98%
1-3025 · Infrastructure Replacement	0.00	0.00	10,000.00	-10,000.00	0.0%
1-3030 · Election	0.00	7,932.99	10,000.00	-2,067.01	79.33%
1-3035 · GF - Contingency	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 1-3000 · GF EXPENSES	3,388.20	20,403.10	145,000.00	-124,596.90	14.07%
1-4000 · OTHER					
1-4005 · Bank Charges	0.00	0.00	500.00	-500.00	0.0%
1-4010 · Insurance/ Fees	0.00	778.00	11,000.00	-10,222.00	7.07%
1-4015 · Office Expenses	201.83	351.78	500.00	-148.22	70.36%
1-4020 · Collection Fee GF(Treasurer)	1,813.30	1,911.17	4,393.00	-2,481.83	43.51%
Total 1-4000 · OTHER	2,015.13	3,040.95	16,393.00	-13,352.05	18.55%
2-1000 · DS EXPENSES					
2-1005 · Trustee Fees	0.00	0.00	800.00	-800.00	0.0%
2-1010 · Collection Fee DS (Treasurer)	1,813.31	1,911.19	4,500.00	-2,588.81	42.47%
2-1015 · Bond Principal Pmts	0.00	0.00	75,000.00	-75,000.00	0.0%
2-1030 · Interest Expense DS	0.00	0.00	216,350.00	-216,350.00	0.0%
2-1035 · DS - Contingency	0.00	0.00	1,000.00	-1,000.00	0.0%
Total 2-1000 · DS EXPENSES	1,813.31	1,911.19	297,650.00	-295,738.81	0.64%
Total Expense	34,233.42	96,598.45	768,398.00	-671,799.55	12.57%
Net Ordinary Income	221,295.86	185,447.59	-36,667.00	222,114.59	-505.76%
Net Income	221,295.86	185,447.59	-36,667.00	222,114.59	-505.76%

Income and Expense by Month
January through March 2022



Income Summary
January through March 2022

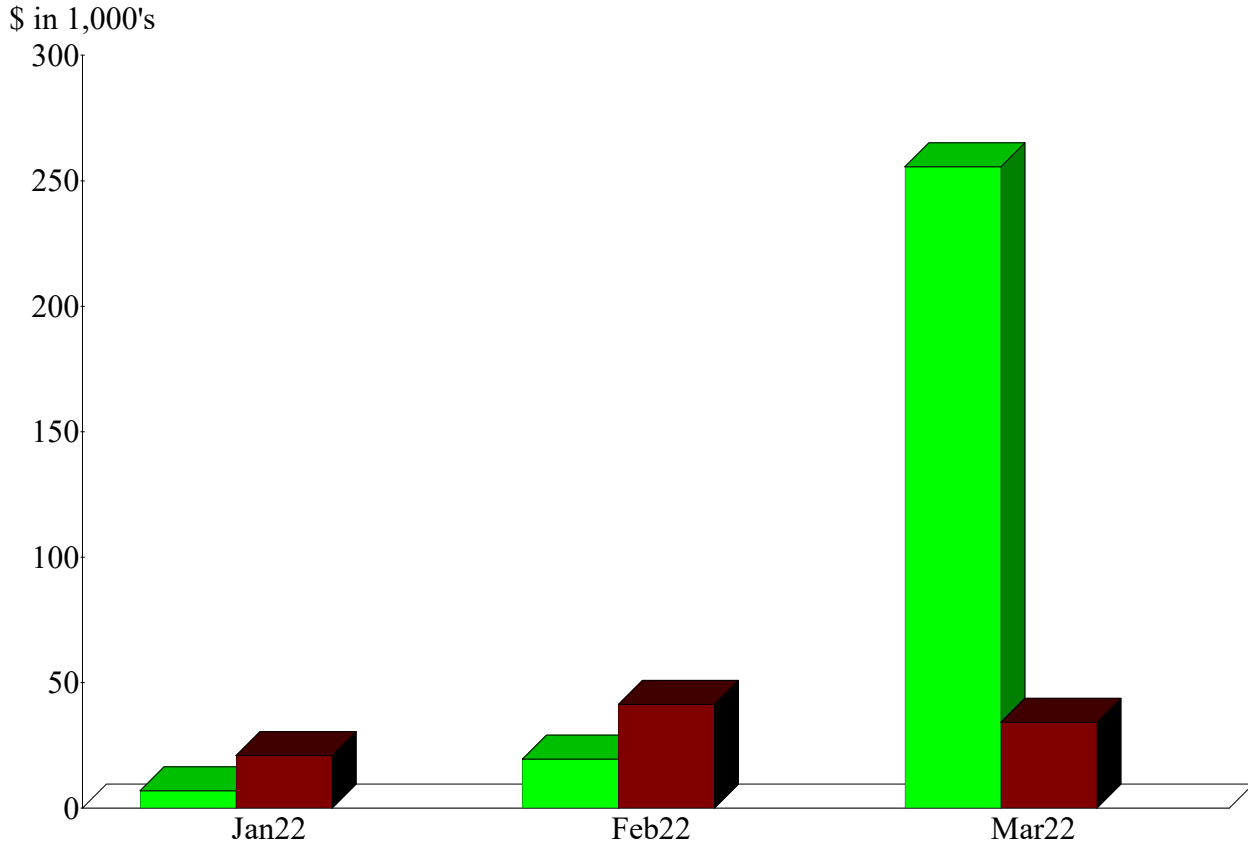
1-100 · GF INCOME	54.81%
2-100 · DS INCOME	45.19
Total	\$282,046.04



By Account

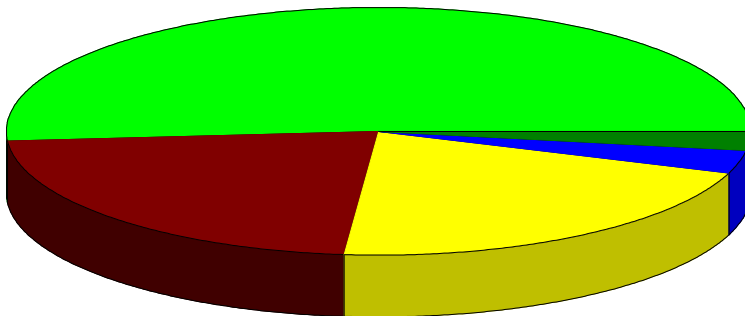
Income and Expense by Month
January through March 2022

Income
Expense



Expense Summary
January through March 2022

1-2000 · LODGE	51.39%
1-1000 · SERVICES	22.36
1-3000 · GF EXPENSES	21.12
1-4000 · OTHER	3.15
2-1000 · DS EXPENSES	1.98
Total	\$96,598.45



By Account

Cathedral Pines Metropolitan District

PAYMENT REQUEST

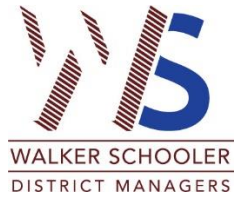
4/19/2022

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
Association Reserves	44147-0	3/17/2022	1,295.00	
Black Hills Energy	5715886192	4/5/2022	335.98	
DocuMart	928739	3/21/2022	95.93	
EE Cleaning	7959	2/21/2022	652.90	
HW Commercial Interiors, LLC	3853-3	3/25/2022	3,625.50	
Minuteman Press	24690	4/14/2022	198.60	
Minuteman Press	24688	4/13/2022	514.49	
Mountain View Electric	136515	3/23/2022	34.00	Utilities - O&M
Mountain View Electric	135430	3/23/2022	34.12	Utilities - O&M
Mountain View Electric	133152	3/23/2022	34.35	Utilities - O&M
Mountain View Electric	134333	3/23/2022	34.12	Utilities - O&M
Mountain View Electric	135331	3/23/2022	35.00	Utilities - O&M
Mountain View Electric	132214	3/23/2022	35.42	Utilities - O&M
Mountain View Electric	133146	3/23/2022	37.43	Utilities - O&M
Mountain View Electric	133210	3/23/2022	37.08	Utilities - O&M
Mountain View Electric	136159	3/23/2022	37.08	Utilities - O&M
Mountain View Electric	134231	3/23/2022	42.00	Utilities - O&M
Mountain View Electric	133118	3/23/2022	45.00	Utilities - O&M
Mountain View Electric	189478	3/23/2022	44.00	Utilities - O&M
Mountain View Electric	189479	3/23/2022	436.04	Utilities - Lodge
Olson Plumbing & Heating	117787	4/8/2022	281.03	
Stratus IQ	7699	4/1/2022	244.30	
The Warren Management Group, Inc.	17303	3/31/2022	3,712.12	
VemQ	2	3/28/2022	9,848.47	
Walker Schooler District Managers	7032	3/31/2022	3,780.90	
William Heeter	032622	3/26/2022	296.94	
TOTAL			25,767.80	

TOTAL \$ 25,767.80

Director _____



INDEPENDENT CONTRACTOR AGREEMENT
THE LODGE MANAGEMENT SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the ___ day of _____, 2022, by and between CATHEDRAL PINES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and VenQ, LLC (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 management services as are needed by the District to serve the District’s The Lodge at Cathedral Pines property; and

WHEREAS, the Contractor has represented that it has the professional management 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. STATEMENT OF WORK; PERFORMANCE STANDARDS. The Contractor shall perform the statement of work services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **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 (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of **March 1, 2022 and** shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. 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. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. 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.

No later than the effective date of this Agreement, the Parties shall conduct a joint walk through of The Lodge and catalog existing observed damage therein. The intent of which is to avoid attributing pre-existing conditions/damage to the Contractor.

5. 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. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. 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 prompt 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 agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws. The Parties mutually agree that for previously existing agreements the District has concerning The Lodge, the Contractor is not obligated to enforce any new subsequent Laws until such previously existing agreements are revised or otherwise amended to account for new Laws.

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.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a

description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“**Monthly Report**”).

7. 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 B**. 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 B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the [10th] of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed, if requested.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the [10th] of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. 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 27 hereof, 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 require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement 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, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **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 by it earned pursuant to this Agreement.**

10. 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.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement 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 in this Agreement.

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 in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. 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 C**, 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 Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an 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 in this Agreement.

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 C-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; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of 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 in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement resulting from the Contractor's provision of the Services, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement resulting from the Contractor's provision of the Services. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. 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. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees 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. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, 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 workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement 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 with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. 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 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.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. 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 in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated 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. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. 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 of this Agreement, 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.

19. 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 20 below, and the defaulting party will have ten (10) 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 ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-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 ten (10)-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.

20. 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 in this Section 20 of this Agreement, 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 Street Colorado Springs, CO 80903 Attention: Kevin Walker Phone: (719) 447-1777 Email: kevin.w@wsdistricts.co
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With a Copy to:	Legal Counsel
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Contractor:

VenQ, LLC

[

_____]

Attention: Megan Riviezzo

Phone: 321-626-7268

Email: megan@rsendeavors.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. 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.

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

24. 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 in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Mediation. In the event of any claim or controversy of any type or nature arising with respect to this Agreement, or breach thereof, the Parties hereto shall first attempt to settle the dispute by mediation, administered by a mutually agreed upon mediator, in the County in which the District is located, unless otherwise agreed to by the Parties, under the mediator's mediation rules. Each party will be responsible for paying one half of all fees and expenses charged by the mediator. Mediation involves an attempt by each Party to reach a voluntary settlement. Mediation involves no formal court procedures and the mediator does not have the power to render a binding decision or force an agreement between the parties. In the event that a settlement is not reached within sixty (60) days after service of a written demand for mediation, the claim or dispute will be decided by binding arbitration.

b. Arbitration. Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including the provision of

services by the Contractor to the District, shall be submitted to and decided by binding arbitration. In that case, arbitration shall be administered exclusively by the Judicial Arbitrator Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the parties. Any arbitral award determination shall be final and binding upon the Parties. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES RECOGNIZE THAT BY AGREEING TO ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbitrator Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

c. Venue. 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.

d. Choice of Law. Colorado law shall apply to any dispute, 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.

e. Litigation. 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.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, 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, consent, or extension of time required or requested pursuant to this Agreement.

27. 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 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.

28. 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.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions 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.

31. 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.

32. 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.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. 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.

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.

[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

President [Officer of the District]

ATTEST:

Secretary [Blank]

*District's Signature Page to Independent Contractor Agreement for The Lodge Management
Services with ** Contractor, dated [_____], 2022*

CONTRACTOR:
VenQ, LLC

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, as the _____ of Contractor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for The Lodge Management Services

EXHIBIT A
STATEMENT OF WORK SERVICES

EXHIBIT B

COMPENSATION SCHEDULE

VenQ, LLC is to be compensated monthly beginning February 17th, 2022, prorated services through February will apply then \$6,000 monthly through August 17th, 2022. Events currently scheduled as of February 17, 2022, will not receive any commission incentive, events booked by VenQ, LLC falling within the monthly compensation will also not receive commission.

Commission – Commission will be paid for any events booked with an event date following August 17th, 2022. The commission structure includes 15% of venue rental upon the Clients contract signing, and 15% of venue rental at event execution.

Resident of Community event will not owe VenQ, LLC commission percentage, in understanding that VenQ, LLC will also not staff the event. VenQ, LLC will place the event on the calendar, manage the contracting process, as well as collect payment.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this 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. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

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. 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.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

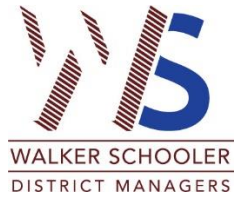
5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D [OPTIONAL]

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE



Events Agenda



Tours, Booking, Events

Marketing Plan

Clients

Improvements

Overcoming Sticker Shock

Decisions

April, 2022



Tours, Booking, & Events

Tours	14 (Since March 8)
Bookings (Resident)	3 Bunco, Poker, and Miller Event
Executed events	0
Cancellations/Postponements	4 Tour No Shows

VenQ Executed: 0 for 2022
Current year totals: BOOKED 39 currently for 2022 season

Social Media Stats :

Social media following & engagement

Facebook followers are up from 663 to 679 | 588- total page likes + 8 increase

Instagram followers keep climbing with Social media posts 1,041 to 1,169 Followers



Marketing / Networking

We have researched a few local networking business groups we feel could boost business. Brandon and I would attend events to connect with other local businesses and build the corporate business. Below are two options with different price tiers and descriptions.

1. Colorado Springs Chamber of Commerce

Connection

\$750 - \$1,499

Make a splash in the community and elevate your brand. Hold a Ribbon Cutting to celebrate your business with clients and staff.

Networking

\$400 - \$749

Grow your credibility, professional network, create lead generation, and take advantage of member savings programs.

2. Downtown Partnership of Colorado Springs

Colleague

\$500

- Bi-monthly e-newsletter packed with information about Downtown
- Delivery of key publications (one copy): Annual Report, State of Downtown Report, summer magazine, seasonal event guides
- Member-only quarterly mixers: two invitations for each
- Discount rates to: Annual Breakfast, City Center Series and Core Culture tours
- Recognition on DowntownCS.com website
- Listing in Annual Downtown Report to the Community
- Enterprise Zone tax credit eligibility
- Opportunity to host Member Mixer to showcase your business
- Invitation to State of Downtown Report Release reception
- Link from DowntownCS.com to your business

Sustainer

\$1,000

- Bi-monthly e-newsletter packed with information about Downtown
- Delivery of key publications (one copy): Annual Report, State of Downtown Report, summer magazine, seasonal event guides
- Member-only quarterly mixers: four invitations for each
- Discount rates to: Annual Breakfast, City Center Series and Core Culture tours
- Recognition on DowntownCS.com website
- Listing in Annual Downtown Report to the Community
- Enterprise Zone tax credit eligibility
- Opportunity to host Member Mixer to showcase your business
- Invitation to State of Downtown Report Release reception
- Link from DowntownCS.com to your business
- Invitations to exclusive behind-the-scenes tours and soft openings of new businesses

Clients

Feedback Survey - attached when applicable

Questions included in the client survey
How would you rate your experience at the LCP 1-5
How would you rate your experience with the team at LCP 1-5
How would you rate the condition of the building and grounds 1-5
How would you rate the value of the Lodge at Cathedral Pines 1-5
Comments

Arbor Survey

The following email has been sent to all current clients, we are awaiting their response to decide the best way to move forward with the current arbors.

Hello (Client Name),

The Lodge at Cathedral Pines is making upgrades and we are so excited to share them with you!

We have purchased new Ceremony Arbors and they are amazing!

Our plan is to take down the current stationary arbors and have the two new arbors be mobile so you can choose which arbor you prefer for whichever Cathedral Pines ceremony site you choose.

(Yay, options!)

You will find four pictures below... Two of the pictures are the current stationary arbors, and two of the pictures are the new ones.

Please know as we ask each client which arbor they prefer if the majority is in favor of the new arbors, we will be removing the stationary arbors.

Please respond with your Arbor choice of 1,2,3 or 4 at your earliest convenience. We hope you love the new additions!

Improvements

- New Resident and Vendor Check-In/ Check-Out Sheet
- VenQ Packages
- EE Cleaning is GREAT!
- Magnolia still has not reached out
- Market Lighting Quotes
 - In progress
- Electronic Key Codes
 - Complete
- New Contract System Honeybook
- Contractor Training - we recently hosted a lunch with the team from Privé events to show them the ins and outs of the Lodge as they are the contracted planning team for all All-Inclusive packages.
- Chair Purchase - Chairs have been purchased, we are in the progress of finding an affordable delivery option.
- Restroom Sign at Double Doors
 - We would like to be able to close the double doors that head to the restroom and get a cohesive sign that points clients and guests through the doors.



Overcoming Sticker Shock

Overall, tours have significantly slowed down since we are out of engagement season. It is natural to see a drop in our conversion rate in bookings when making a business model change, but don't worry!

The Lodge at Cathedral Pines had the reputation of being one of the most affordable venues in town. Although still affordable, when clients see the overall price for a wedding rather than just the venue rental, they experience sticker shock. Not because the price is too high, but because they just don't know what they don't know, which is, that weddings are expensive.

How are we going to solve the problem? Brandon and I plan to record a video series about why All-Inclusives are not only convenient but absolutely a great bang for your buck! We can showcase these on social media and links from our website on the FAQ page. As well as coach clients at tourThe transition is expected to take a bit of time, however, the end result will be a more elevated brand that is more cohesive with the neighborhood.

From This...



To This...



Decisions

Logo - Yes or No

Instead of changing the logo completely, I thought an easier transition would be changing the logo color.



Networking Groups - Options Below

- Colorado Springs Chambers of Commerce
- Downtown Partnership of Colorado Springs
- Both