

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



Tuesday, November 21, 2023, at 6:00 PM (MST)
Cathedral Pines Lodge
13975 Milam Rd.
Colorado Springs, CO 80908
Or

Please join meeting from your computer, tablet or smartphone.

<https://video.cloudoffice.avaya.com/join/161846385>

You can also dial in using your phone.

United States: [+1 \(213\) 463-4500](tel:+12134634500)

Access Code: 161-846-385

Public Welcome

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

Board of Director	Title	Term Expiration
Bill Heeter	President	May 2027
Rich Stauch	Vice President	May 2025
Kevin Combs	Treasurer	May 2027
Ecton Espenlaub	Secretary	May 2025
Chris Meacham	Director	May 2025 (appointed until May 2025)

AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
- 3. Approval of Agenda**
- 4. Approval of Board Meeting Minutes** – Meeting minutes of October 17, 2023, and Special Meeting Minutes of October 26, 2023 (enclosure)
- 5. Financial Update**
 - a. Review and consider approval of Unaudited Financials through October 31, 2023 (enclosure) – Kevin C
 - b. Review and consider approval of payables through the period ending November 21, 2023 (enclosure) – Kevin C
 - c. Review and consider approval for 2024 Landscape Maintenance Proposals (enclosure) – Rick/Rebecca
 - i. Brightview Landscaping, LandTech Landscape Maintenance, A Cut Above Lawn Service
 - d. Review and consider approval for 2024 Solitude Lake Management proposal (enclosure) - Rebecca
 - e. Conduct a Public Hearing on the 2023 Budget Amendment and 2024 Budget
 - i. Review and consider approval for Resolution to Adopt 2023 Budget Amendment and

2024 Budget (enclosure)

6. Landscaping Issues

- a. Wells and Water use discussion – Ecton/ Kevin W.
- b. Irrigation Project Update - Ecton
- c. Status of Irrigation Grant - Rebecca

7. Lodge Management Update

- a. Review October Lodge Report (enclosure) - Shalece
- b. Discuss Exterior Varnish – Bill
- c. Discuss Community Vendor List for Lodge - Bill

8. Legal Matters

- a. Discuss Barn status– Bill/ Laura
- b. Status of Monument Turnover from HOA to Metro
- c. Discuss and determine the 2024 Board Meeting Schedule
- d. Review and consider approval of Annual Administrative Resolution (enclosure)
- e. Discuss website compliance and WCAG 2.1 AA Requirements for ADA Compliance
- f. Review and consider approval of the WSDM Engagement Letter (enclosure)
- g. Review and consider approval of BiggsKofford 2023 Audit Engagement Letter (enclosure)

9. Other Business

- a. Discuss 4138 Foxchase Way Access Point and Survey Proposals – Kevin W
- b. Disposal of Excess Furniture etc. Stored in Barn – Bill

10. Public Comment (Items Not on the Agenda Only. Comments are limited to 5 minutes per person and taken in the order in which they appear on the sign-up sheet or if joined virtually in order as they appear on the host screen)

11. Adjournment – The next Scheduled Regular meeting is December 19, 2023, at 10:00 am





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD OCTOBER 17, 2023
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, October 17th at 10:00 AM, at Cathedral Pines Lodge, and virtually via video/teleconference.

In attendance were Directors:

Bill Heeter
Ecton Espenlaub
Rick Stauch
Kevin Combs
Chris Meachman, Appointed

Also in attendance were:

Rebecca Harris, WSDM District Managers
Kevin Walker, WSDM District Managers
Rylee DeLong, WSDM District Managers
Shalece Buchholtz, VenQ
Laura Gardner, Gardner Law Firm
Bill Kappel, Resident
Kevin Kimberling, 101 Landscaping

1. Call to Order: President Heeter called the meeting to order at 10:00 a.m.
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 Agenda: President Heeter requested feedback from the Board and noted that WSDM will distribute a questionnaire to board members in the upcoming weeks. Director Stauch added an item under Other Business to discuss community engagement as related to Flying Horse North and The Estates at Cathedral Pines. The Board moved the Financial Update after Lodge Management Update. The Board approved the Agenda as amended.
4. Approval of Board Meeting Minutes – Meeting Minutes of September 19, 2023: After review and comments, Director Espenlaub moved to approve the September 19, 2023 Meeting Minutes as amended; seconded by Director Combs. Motion passed unanimously.
5. Landscaping Issues
 - a. Wells and Water use discussion: Director Espenlaub provided an update on the wells and monthly readings. The Board discussed the allocation and Director Espenlaub reported the Barn was turned off early.
 - b. Irrigation Project Update: Director Espenlaub provided an update on the irrigation project and reported the pathway is complete. The Board discussed that the water usage will be cut by 60-

- 70%. The Board and Mr. Kimberling discussed the landscaping options now that the irrigation is repaired. Mr. Kimberling will provide renditions and designs to the Board. President Heeter and the Board formally thanked Director Espenlaub for all his work on the irrigation project.
- c. Status of Irrigation Grant: Ms. Harris reported the second grant application was approved last week for \$10,000 for a total of \$50,000 in grant funds for the irrigation project.
 - d. Fall Chipping Event Follow Up: Ms. Harris discussed the Fall chipping event. 38 properties participated. Director Espenlaub noted for future reference that the HOA would like items not be placed out more than three weeks in advance.
 - e. Discuss Pond Maintenance Issues: Ms. Harris reported that Solitude Lake Management will be out this month for pond maintenance. She noted there was a miscommunication and they had not been performing the regular maintenance.
 - f. Review and consider approval of 2024 Pond Maintenance Contract: Ms. Harris noted the 2024 Pond Maintenance contract is still being drafted.
 - g. Status of RFP for 2024 Landscaping Contract: Director Stauch reported that the RFPs were delivered to five landscape companies and the deadline is November 1st. He noted that Landtech has already been very responsive with good ideas. The Board discussed the 2024 landscaping contract and the Barn storage rental lease agreement that is coming up in November. Director Espenlaub discussed turning the dirt trail by the mailboxes to a gravel path. The Board agreed to discuss this item while determining the 2024 budget.
 - h. Review and Discuss Survey proposals: Ms. Harris noted they are still waiting on proposals for a survey at 4138 Foxchase Way.

6. Lodge Management Update

- a. Review September Lodge Report: The Board discussed promotions, discounts, and incentives to increase bookings for 2024. The Board discussed the Lodge Facebook page and Ms. Harris recommended the District adopt a social media policy. Ms. Gardner noted a pending court case regarding special districts and social media and recommended the Board wait to see the outcome. Ms. Buchholtz presented the September Lodge Report. Director Stauch formally recognized and thanked Ms. Buchholtz for her hard work on the Lodge. Director Stauch provided an update on the fire alarm issue.
- b. Continue the discussion on Event Insurance: Ms. Harris informed the Board that the additional insurance will cost \$100 per event. The Board decided that it will be the renter's responsibility to provide proof of insurance. Director Stauch moved to put the burden of insurance on the renter whether outside or inside the Lodge; seconded by Director Espenlaub. Motion passed unanimously.
- c. Proposed Addition to Rental Agreement: The Board decided to table the rental agreement addition for a petting zoo. The Board will revisit the issue in the future if needed.
 - i. Request for Petting Zoo
- d. Condition of Exterior Wood Entrance: The Board discussed that there is no record of the Metro paying for the previous work done and suspect the HOA may have paid for the wood entrance, most recently. The Board discussed planning to refinish the wood entrance and budget it for Spring 2024.
- e. Recap of Lodge Improvements: There was no discussion.

7. Financial Update

- a. Review and consider approval of Unaudited Financials through September 30, 2023: Ms. Harris presented the Unaudited Financials through September 30, 2023. The Board asked about moving funds out of the current bank for the debt service account. Ms. Harris recommended the

Board discuss this with the District's accountant. After review, Director Espenlaub moved to approve the Unaudited Financials through September 30, 2023; seconded by Director Combs. Motion passed unanimously.

- b. Review and consider approval of payables through the period ending October 17, 2023: Ms. Harris presented the payables through the period ending October 17, 2023 and added an invoice from J&E Electric for \$285 for monument lighting repairs. After review, Director Espenlaub moved to approve the Payables as presented; seconded by Director Stauch. Motion passed unanimously.
- c. Update on 2024 Draft Budget: Ms. Harris presented the 2024 draft budget and noted it includes a column for if Proposition HH passes which would lower the property taxes. The Board reviewed the 2024 draft budget in detail. The Board discussed the possibility of lowering the debt service mill levy if Proposition HH does not pass in November. The Board agreed to keep the general fund mill levy at 19 mills. The Public Hearing for the 2024 Budget will be held during the Board meeting on November 21, 2023 at 6:00 p.m. The annual Townhall meeting will be November 21, 2023 at 5:00 p.m. at the Lodge.
- d. Discuss and Consider Adoption of 2022 Restated Audited Financials and Presentation: Ms. Harris explained an error found on the 2022 Audited Financials. The auditors erroneously split the specific ownership tax for the debt and general fund, when it should reflect all revenue going to the general fund. Ms. Harris presented the 2022 Restated Audited Financials that reflects the correction, and she confirmed no other changes were made. After review, Director Espenlaub moved to approve the 2022 Restated Audited Financials; seconded by Director Combs. Motion passed unanimously.

8. District Management Matters

- a. Discuss 4138 Foxchase Way Access Point: There was no discussion.

9. Legal Matters

- a. Discuss Mail kiosk responsibility: The Board discussed the mail kiosk maintenance responsibility. Ms. Harris noted that USPS has changed their policy and now requires adjacent property owners to maintain the kiosks. The Board discussed installing security cameras at the mail kiosk and Director Stauch will reach out to ADT.
- b. Discuss Barn status: There was no discussion.
- c. Discuss Drone concern: President Heeter discussed concerns with a drone in the community. Ms. Harris explained there is nothing the District can do and recommended informing the community in the newsletter. Ms. Gardner discussed the laws regarding drones and potential crimes and recommended the homeowner call the police.
- d. Status of Monument Turnover from HOA to Metro: There was no discussion.

10. Other Business

- a. Milam Road Chip Sealing Update: There was no discussion.
- b. Monument and Parking Lot Lighting Issues: There was no discussion.
- c. Disposal of Excess Furniture etc. Stored in Barn: There was no discussion.
- d. Discuss Community Engagement and Flying Horse North: There was no discussion.

11. Public Comment: There was no public comment.

12. Adjournment: Director Combs moved to adjourn; seconded by Director Stauch. Motion passed unanimously at 1:45 p.m.

Respectfully Submitted,

By: Rebecca Harris, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 17, 2023 MINUTES OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT.





**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD OCTOBER 26, 2023
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, October 26th at 3:00 PM, virtually via video/teleconference.

In attendance were Directors:

Bill Heeter
Ecton Espenlaub
Rick Stauch
Kevin Combs
Chris Meacham

Also in attendance were:

Rebecca Harris, WSDM District Managers

1. Call to Order: President Heeter called the meeting to order at 3:00 p.m.
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 Agenda: Director Espenlaub moved to approve the Agenda; seconded by Director Stauch. Motion passed unanimously.
4. Review and Consider Approval for Lodge Parking Light Repair: President Heeter explained there are two light fixtures that need to be replaced in the parking lot and recommended purchasing a third fixture as a spare. The estimated cost is \$2,000. The Board discussed that the lights are needed in the parking lot but need to be adjusted so that they are not on constantly. President Heeter moved to approve the expenditure to purchase three replacement lights for the parking lot, two of them to be used immediately and one as a spare, as well as ask the electrician to install them and resolve the timing issue; seconded by Director Stauch. Motion passed unanimously.
5. Public Comment: There was no public comment.
6. Adjournment: Annual 2023 Town Hall Meeting is November 21, 2023, at 5:00 PM, with the Regular Board Meeting to follow at 6:00 PM. Director Stauch moved to adjourn; seconded by Director Espenlaub. Motion passed unanimously.

Respectfully Submitted,

By: Rebecca Harris, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 26, 2023 MINUTES OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT.



Cathedral Pines Metropolitan District

Balance Sheet

As of October 31, 2023

	Oct 31, 23
ASSETS	
Current Assets	
Checking/Savings	
ECB Debt Service Fund	313,320.92
ECB General Fund	
Reserve	50,000.00
ECB General Fund - Other	108,828.91
Total ECB General Fund	158,828.91
MM - CSAFE Bond Fund UMB	0.53
1071 - Bill.com Money In Clearing	375.00
Total Checking/Savings	472,525.36
Accounts Receivable	
Accounts Receivable	4,775.01
Total Accounts Receivable	4,775.01
Other Current Assets	
Prop Tax Rec - Debt Svc	309.08
Prop Tax Rec - Gnl Fund	309.09
Total Other Current Assets	618.17
Total Current Assets	477,918.54
Fixed Assets	
Community Center	
Accum Depreciation	-666,235.00
Original Cost	431,029.00
Total Community Center	-235,206.00
Equipment	
Accum Depreciation	-2,401.00
Equipment - Other	13,922.00
Total Equipment	11,521.00
Parks, Trails & Monument	
Accum Depreciation	-687,633.00
Original Cost	897,354.77
Parks, Trails & Monument - Other	1,006,155.11
Total Parks, Trails & Monument	1,215,876.88
Total Fixed Assets	992,191.88
TOTAL ASSETS	1,470,110.42
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	204,994.63
Total Accounts Payable	204,994.63
Other Current Liabilities	
Accrued Interest - DSvc	17,779.00
Deferred Revenue - Lodge Events	25,274.50
Deferred Prop Tax - DSvc	309.08
Deferred Prop Tax - Gnl	309.09
Damage Deposits- Lodge Events	750.00
Total Other Current Liabilities	44,421.67
Total Current Liabilities	249,416.30

12:02 PM

11/15/23

Accrual Basis

Cathedral Pines Metropolitan District

Balance Sheet

As of October 31, 2023

	Oct 31, 23
Long Term Liabilities	
Bonds Payable 2016	
Bond Premium 2016	
A/A Bond Premium 2016	-122,598.36
Bond Premium 2016 - Other	414,881.70
Total Bond Premium 2016	292,283.34
Bonds Payable 2016 - Other	4,260,000.00
Total Bonds Payable 2016	4,552,283.34
Total Long Term Liabilities	4,552,283.34
Total Liabilities	4,801,699.64
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	-3,628,512.79
32000 - Retained Earnings	128,371.57
Net Income	-29,180.00
Total Equity	-3,331,589.22
TOTAL LIABILITIES & EQUITY	1,470,110.42

Cathedral Pines Metropolitan District
Profit & Loss Budget vs. Actual
January through October 2023

	TOTAL				
	Oct 23	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Accounts Payable (A/P)- Other	5,466.00	5,466.00			
1-100 · GF INCOME					
1-105 · GF Prop Tax Revenue	0.00	287,908.91	288,218.00	-309.09	99.89%
1-110 · Specific Ownership Taxes	5,336.88	45,096.87	40,351.00	4,745.87	111.76%
1-115 · Delinquent Tax and Interest	0.00	279.98			
1-117 · Prior Year Tax & Int Abatement	0.00	-327.79			
1-120 · Rental Income - Lodge Events	2,625.00	43,407.45	115,000.00	-71,592.55	37.75%
1-127 · Rental Income - Shed	850.00	8,500.00	10,200.00	-1,700.00	83.33%
1-140 · FEMA Funds	0.00	0.00	20,000.00	-20,000.00	0.0%
Total 1-100 · GF INCOME	8,811.88	384,865.42	473,769.00	-88,903.58	81.24%
1-180 · CVRF Grant	0.00	40,000.00			
2-100 · DS INCOME					
2-105 · DS Prop Tax Revenue	0.00	287,908.91	288,218.00	-309.09	99.89%
2-115 · Delinquent Tax & Interest	0.00	279.96			
2-130 · DS Interest Income	1,419.70	10,279.37	1,500.00	8,779.37	685.29%
2-132 · Prior Year Tax & Int Abatement	0.00	-327.78			
Total 2-100 · DS INCOME	1,419.70	298,140.46	289,718.00	8,422.46	102.91%
Total Income	15,697.58	728,471.88	763,487.00	-35,015.12	95.41%
Gross Profit	15,697.58	728,471.88	763,487.00	-35,015.12	95.41%
Expense					
1-1000 · SERVICES					
1-1005 · Audit	0.00	9,325.00	9,500.00	-175.00	98.16%
1-1010 · Management Expense	6,426.00	64,051.50	50,715.00	13,336.50	126.3%
1-1015 · Maintenance Management	0.00	1,324.40	30,000.00	-28,675.60	4.42%
1-1012 · Meeting Expense	0.00	717.36	3,000.00	-2,282.64	23.91%
1-1020 · Legal Fees	125.00	9,587.50	15,000.00	-5,412.50	63.92%
Total 1-1000 · SERVICES	6,551.00	85,005.76	108,215.00	-23,209.24	78.55%
1-2000 · LODGE					
1-2001 · Lodge Management	3,500.00	28,062.50	34,500.00	-6,437.50	81.34%
1-2005 · Advertising/ Website	1,750.00	13,895.68	5,000.00	8,895.68	277.91%
1-2020 · Event Supplies	50.56	376.68	4,000.00	-3,623.32	9.42%
1-2025 · Cleaning	570.00	5,218.20	4,000.00	1,218.20	130.46%
1-2030 · Repairs and Maintenance	888.86	13,808.19	10,000.00	3,808.19	138.08%
1-2035 · Utilities	454.12	5,196.46	12,000.00	-6,803.54	43.3%
1-2040 · Security	221.54	2,153.48	2,500.00	-346.52	86.14%
1-2043 · Capital Improvements - O&M	0.00	6,783.80	5,000.00	1,783.80	135.68%
1-2044 · Landscape Maintenance	229.43	5,036.18	12,000.00	-6,963.82	41.97%
1-2045 · Snow Removal	370.00	7,830.00	10,000.00	-2,170.00	78.3%
1-2050 · Trash	255.14	1,816.74	2,500.00	-683.26	72.67%
1-2055 · Telephone	204.99	2,049.90	2,500.00	-450.10	82.0%
1-4030 · Lodge Contingency	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 1-2000 · LODGE	8,494.64	92,227.81	114,000.00	-21,772.19	80.9%

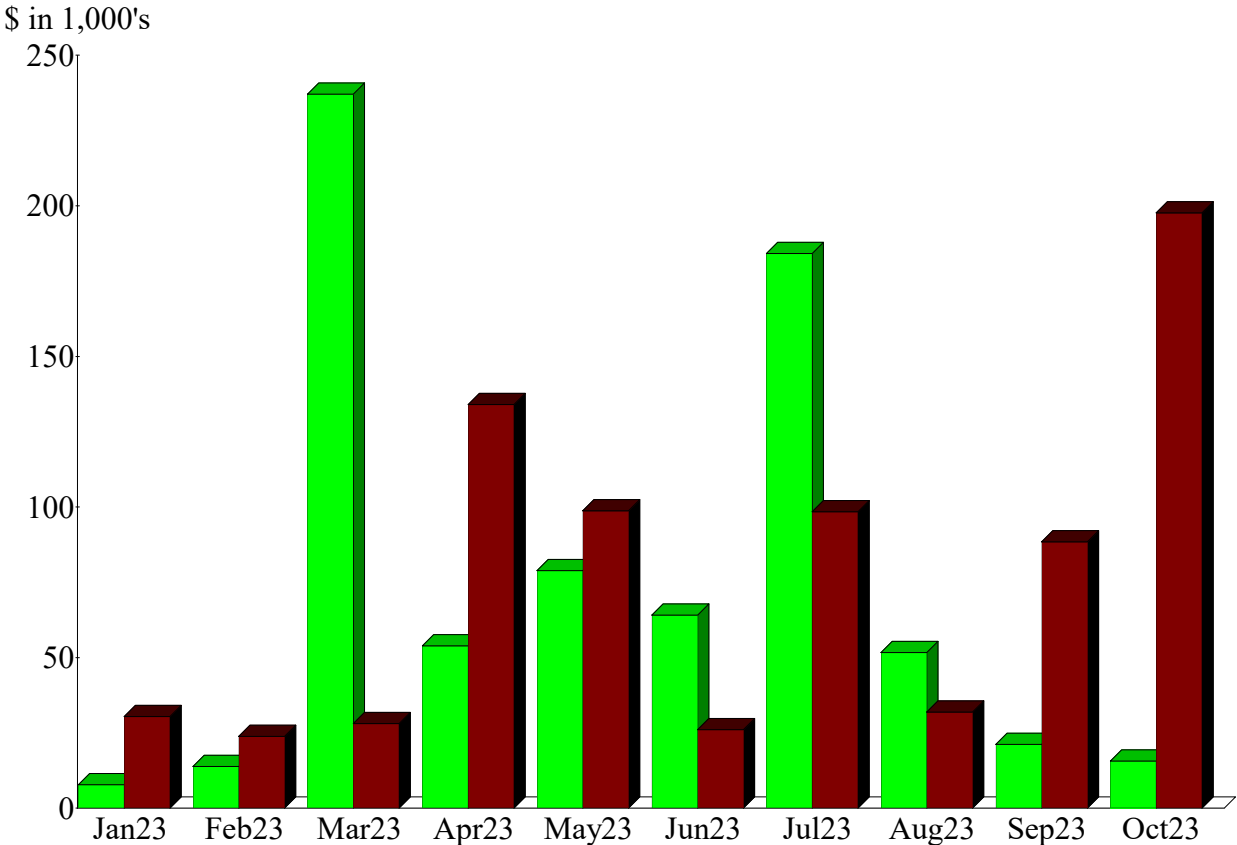
Cathedral Pines Metropolitan District

Profit & Loss Budget vs. Actual

January through October 2023

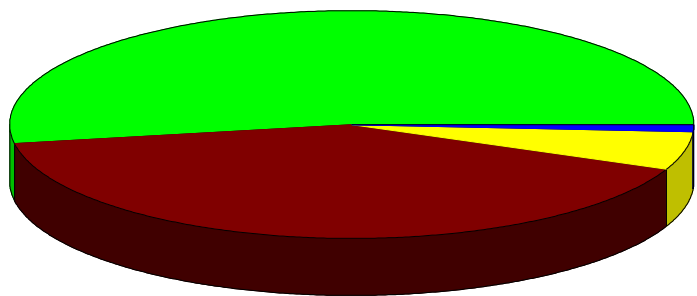
	TOTAL				
	Oct 23	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
1-3000 · GF EXPENSES					
1-3002 · License & Fees	0.00	740.30			
1-3005 · Landscape Maintenance	9,075.83	45,705.38	50,000.00	-4,294.62	91.41%
1-3008 · Landscape Upgrade	62,400.00	262,262.14	200,000.00	62,262.14	131.13%
1-3010 · Repair & Maintenance - O&M	1,137.66	4,620.39	30,000.00	-25,379.61	15.4%
1-3015 · Snow Removal - O&M	440.00	8,075.00	10,000.00	-1,925.00	80.75%
1-3020 · Utilities - O&M	2,836.94	18,848.50	15,000.00	3,848.50	125.66%
1-3025 · Infrastructure Replacement	0.00	0.00	10,000.00	-10,000.00	0.0%
1-3030 · Election	0.00	16,554.85	25,000.00	-8,445.15	66.22%
1-3035 · GF - Contingency	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 1-3000 · GF EXPENSES	75,890.43	356,806.56	350,000.00	6,806.56	101.95%
1-4000 · OTHER					
1-4010 · Insurance/ Fees	0.00	495.00	12,500.00	-12,005.00	3.96%
1-4015 · Office Expenses	75.00	721.05	1,500.00	-778.95	48.07%
1-4020 · Collection Fee GF(Treasurer)	0.00	4,322.86	4,323.27	-0.41	99.99%
Total 1-4000 · OTHER	75.00	5,538.91	18,323.27	-12,784.36	30.23%
2-1000 · DS EXPENSES					
2-1005 · Trustee Fees	0.00	400.00	800.00	-400.00	50.0%
2-1010 · Collection Fee DS (Treasurer)	0.00	4,322.84	4,323.00	-0.16	100.0%
2-1015 · Bond Principal Pmts	0.00	0.00	75,000.00	-75,000.00	0.0%
2-1030 · Interest Expense DS	106,675.00	213,350.00	213,350.00	0.00	100.0%
2-1035 · DS - Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Total 2-1000 · DS EXPENSES	106,675.00	218,072.84	298,473.00	-80,400.16	73.06%
Total Expense	197,686.07	757,651.88	889,011.27	-131,359.39	85.22%
Net Ordinary Income	-181,988.49	-29,180.00	-125,524.27	96,344.27	23.25%
Net Income	-181,988.49	-29,180.00	-125,524.27	96,344.27	23.25%

Income and Expense by Month
January through October 2023



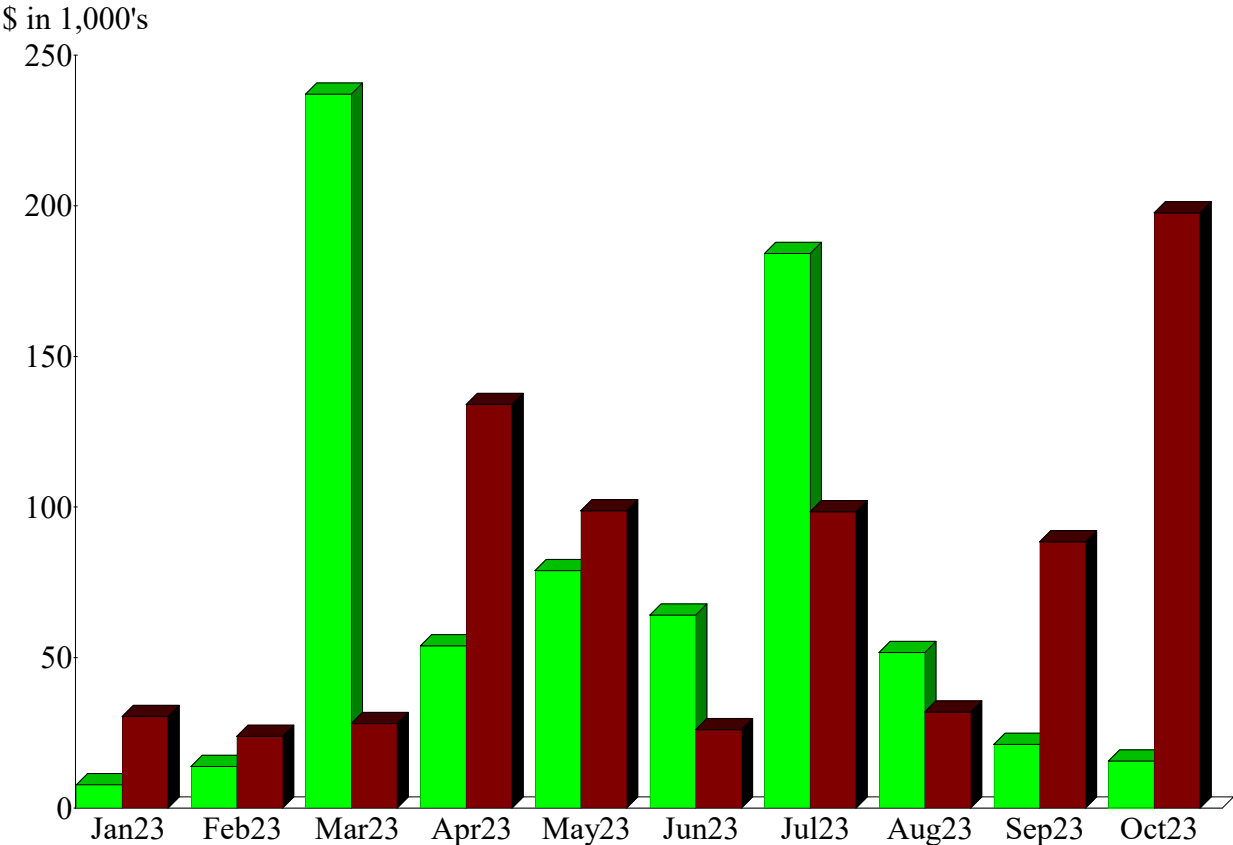
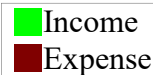
Income Summary
January through October 2023

1-100 · GF INCOME	52.83%
2-100 · DS INCOME	40.93
1-180 · CVRF Grant	5.49
Accounts Payable (A/P)- Other	0.75
Total	\$728,471.88



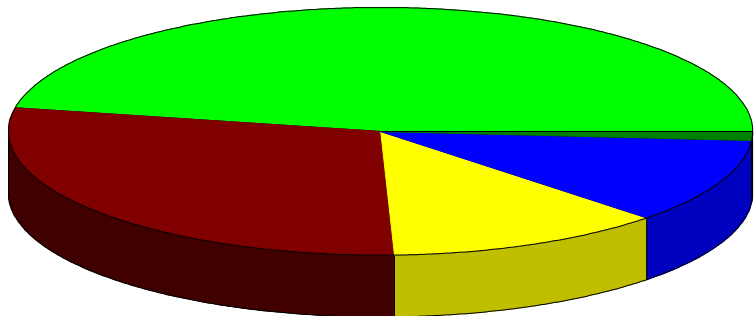
By Account

Income and Expense by Month
January through October 2023



Expense Summary
January through October 2023

1-3000 · GF EXPENSES	47.09%
2-1000 · DS EXPENSES	28.78
1-2000 · LODGE	12.17
1-1000 · SERVICES	11.22
1-4000 · OTHER	0.73
Total	\$757,651.88



By Account



Cathedral Pines Metropolitan District
PAYMENT REQUEST
11/21/2023
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
A Cut Above Lawn Service	29002	7/21/2023	\$ 65.00	
A Cut Above Lawn Service	29003	7/21/2023	\$ 130.00	
A Cut Above Tree Service	29004	7/21/2023	\$ 135.40	
A Cut Above Tree Service	29784	10/4/2023	\$ 120.00	
A Cut Above Tree Service	29900	10/22/2023	\$ 440.32	
A Cut Above Tree Service	29910	10/23/2023	\$ 376.00	
A Cut Above Tree Service	29936	10/26/2023	\$ 412.34	
A Cut Above Tree Service	29946	10/26/2023	\$ 229.43	
A Cut Above Tree Service	29963	10/30/2023	\$ 810.00	
A Cut Above Tree Service	29977	11/6/2023	\$ 3,329.83	
Barnhart Pump Co	21900	11/1/2023	\$ 427.50	
Black Hills Energy	110123	11/1/2023	\$ 130.29	Auto Pay
CO Special Districts Prop & Liab	24PL-61270-2563	11/5/2023	\$ 13,356.00	
EE Cleaning	10025	6/5/2023	\$ 811.20	
EE Cleaning	10731	10/31/2023	\$ 380.00	
J&E Electric	998615	10/10/2023	\$ 285.00	
Magnolia Audio Video	BV6VQG	10/26/2023	\$ 150.00	
Mountain View Electric	360501	10/18/2023	\$ 138.22	Utilities - O&M
Mountain View Electric	360601	10/18/2023	\$ 2,309.82	Utilities - O&M
Mountain View Electric	404701	10/18/2023	\$ 43.94	Utilities - O&M
Mountain View Electric	103045401	10/18/2023	\$ 37.55	Utilities - O&M
Mountain View Electric	103047401	10/18/2023	\$ 34.12	Utilities - O&M
Mountain View Electric	103051401	10/18/2023	\$ 37.08	Utilities - O&M
Mountain View Electric	103051901	10/18/2023	\$ 34.35	Utilities - O&M
Mountain View Electric	103161601	10/18/2023	\$ 35.42	Utilities - O&M
Mountain View Electric	103162001	10/18/2023	\$ 39.44	Utilities - O&M
Mountain View Electric	103470400	10/18/2023	\$ 35.00	Utilities - O&M
Mountain View Electric	103470800	10/18/2023	\$ 52.00	Utilities - O&M
Mountain View Electric	103484500	10/18/2023	\$ 40.00	Utilities - O&M
Mountain View Electric	103043401	10/18/2023	\$ 432.71	Utilities - Lodge
Shalece Buchholtz	110123	11/1/2023	\$ 3,600.00	Paid 8/1 Through bill.com
Stratus IQ	110123	11/1/2023	\$ 204.99	
The Gardner Law Office	10260	11/10/2023	\$ 975.00	
TWM	107304	11/1/2023	\$ 1,750.00	
Waste Connection	4849370V315	11/1/2023	\$ 255.14	Auto Payment
WSDM District Managers	7724	10/31/2023	\$ 6,426.00	
TOTAL			\$ 38,069.09	

BONDS REVENUE FUND ACCOUNT

Description	Date	Amount	Comments
UMB Bank NA	12/1/2023	\$ 181,675.00	P & I
TOTAL		\$ 181,675.00	

TOTAL \$ 219,744.09

Director _____

Eastern Colorado Bank 11/15/23	\$ 294,201.98	After Transfer for Debt Service
11/21/23 Draw	\$ (219,744.09)	
Eastern Colorado Bank After Draw	\$ 74,457.89	



Landscape Proposal Summary

Company

Bright View

Fixed Monthly

\$3,613.51/ month
\$43,362.22/ year

T&M Cost

Service Unit/Description	Unit	Minimum Charge	Price
Truck with Plow	Hr	1 Hr	\$125.00
Truck with Spreader/Sprayer	Hr	1 Hr	\$125.00
Skid Steer	Hr	4 Hrs	\$150.00
Back How/Loader less than 3CY	Hr	4 Hrs	\$220.00
Hauling/Relocating Snow	Hr	1 Hr	\$150.00
Crew Member	Hr	1 Hr	\$56.00
Bag Ice Melt	50 Lbs	1 Bag	\$51.00
Ice Slicer	Ton	1 Ton	\$290.00
Liquid Deicer	Gal	1 Gal	\$9.00
Front End Loader	Hr	4 Hr	\$285.00
Utility Vehicle / Snowrator	Hr	1 Hr	\$105.00
ATV	Hr	1 Hr	\$95.00

LandTech

\$4,253/ month
\$51,036/ year

A Cut Above Lawn Service

\$3,329.83/ month
\$39,957.96/ year

Special Rates	Cost
Irrigation Repair	\$65 hr plus parts
Snow Removal:	
Truck/Blade	\$110 per hour
Shovel-perman	\$ 50
Loader	\$ 350 hr
Ice melt per bag	\$ 40
Ice slice-per ton	\$ 425

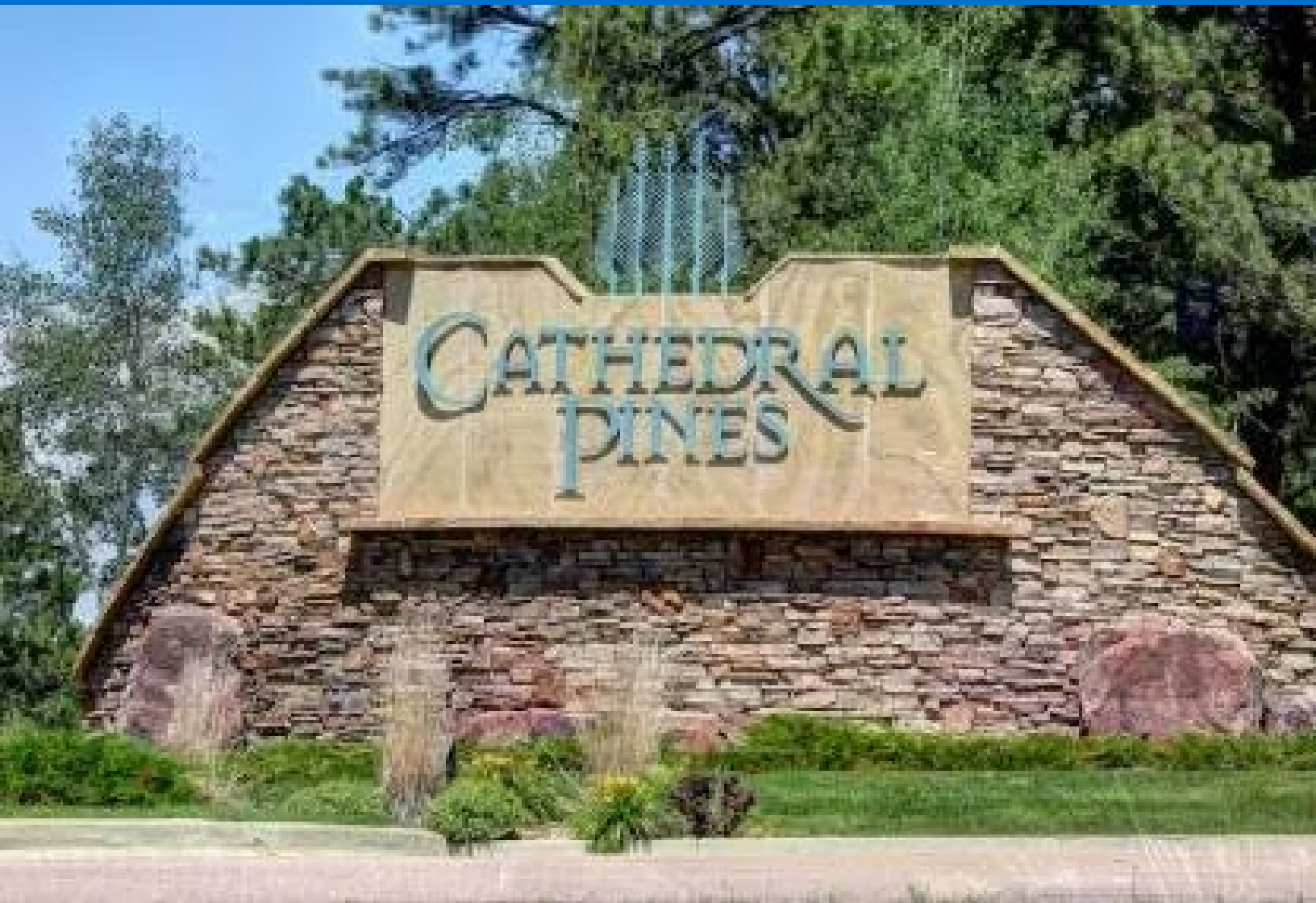


7357 Cole View, Colorado Springs, CO 80915

Phone : 719-331-4773

Email: [@brightview.com](mailto:cole.reynolds)

Custom Landscaping Services for Cathedral Pines Metro District



Prepared for:
Rebecca Harris and Rick Stauch

Proposal Issued: 10 /31/2023

Dear Scott,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for Cathedral Pines Metro District.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you and your residents and to exceed your expectations. There are a few key areas we have dedicated thought towards, they include:

- Maintaining a level of consistent quality service throughout the growing season.
- Proactively reviewing the property and opening for discussion any areas of concern or potential improvement.
- Attention to detail, such as timely trimming along the walking path and a strong focus on the curb appeal of the front entrance signage and circle.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees, residents, and visitors.

Cathedral Pines Metro District is an exceptional property, and it is understood that the quality of our landscape and snow presentation and the thoroughness of our plan are integral to ensuring that you keep all your residents happy. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

Sincerely,

Cole Reynolds

Cole Reynolds

719-331-4773

Cole.reynolds@brightview.com



The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

Landscape Architecture & Planning
Design Build
Program Management

DEVELOP

Seamless project delivery that meets your goals, on -time and on -budget.

Planting
Hardscaping
Pools & Water Features
Tree Growing & Moving

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

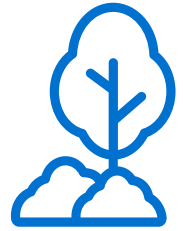
Enhancements
Sustainability
Water Management

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

Landscape & Tree Care
Snow & Ice
Exterior Maintenance





Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

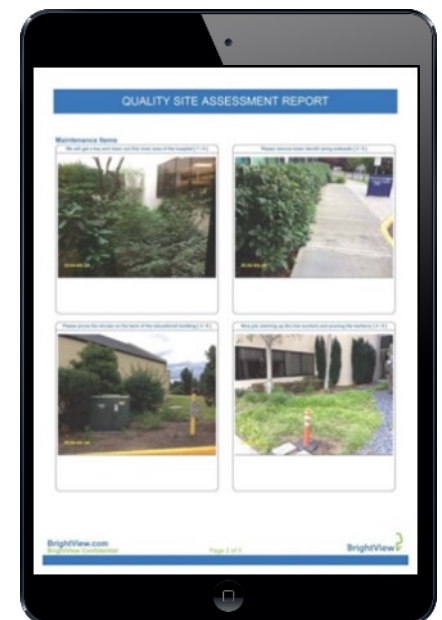
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success





Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.

Account Manager



DEDICATED ACCOUNT MANAGER

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines
- Monthly QSA's to ensure nothing is falling through the cracks and proactive bids for extra work



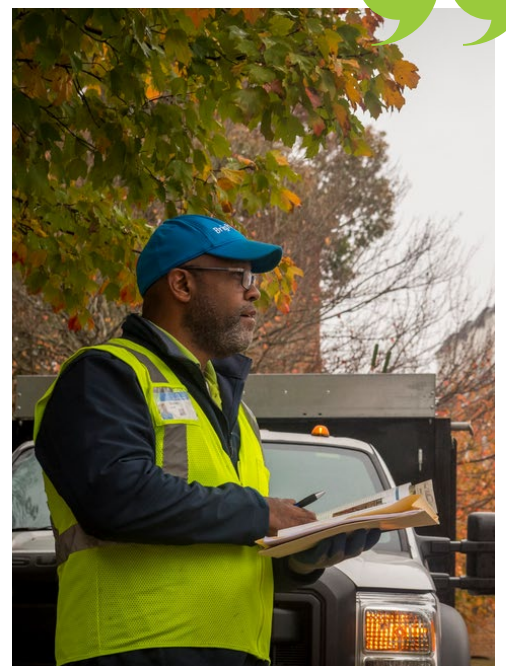
REGULAR VISIBILITY

- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders

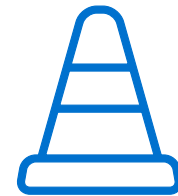


CUSTOMER SATISFACTION SURVEYS

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations



Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.

At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves—it is woven into the fabric of our company.



Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

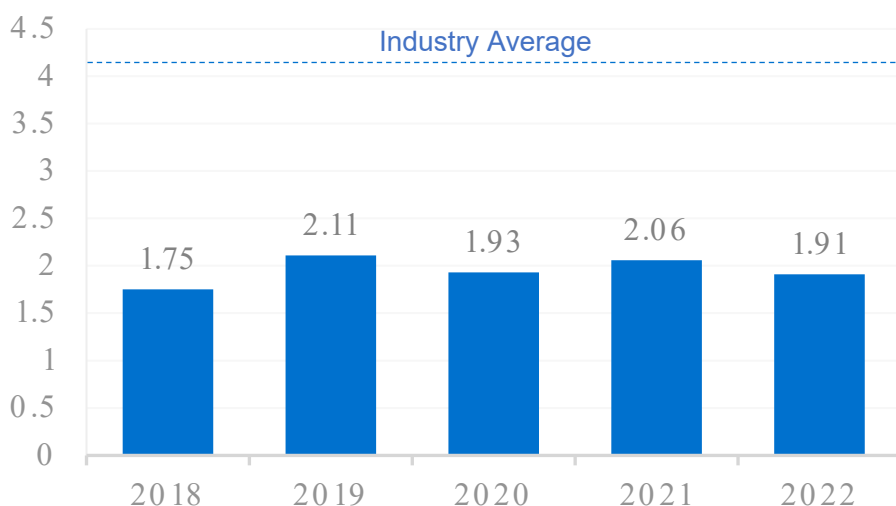


Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

OSHA Recordable Performance

Industry Average: 4.20

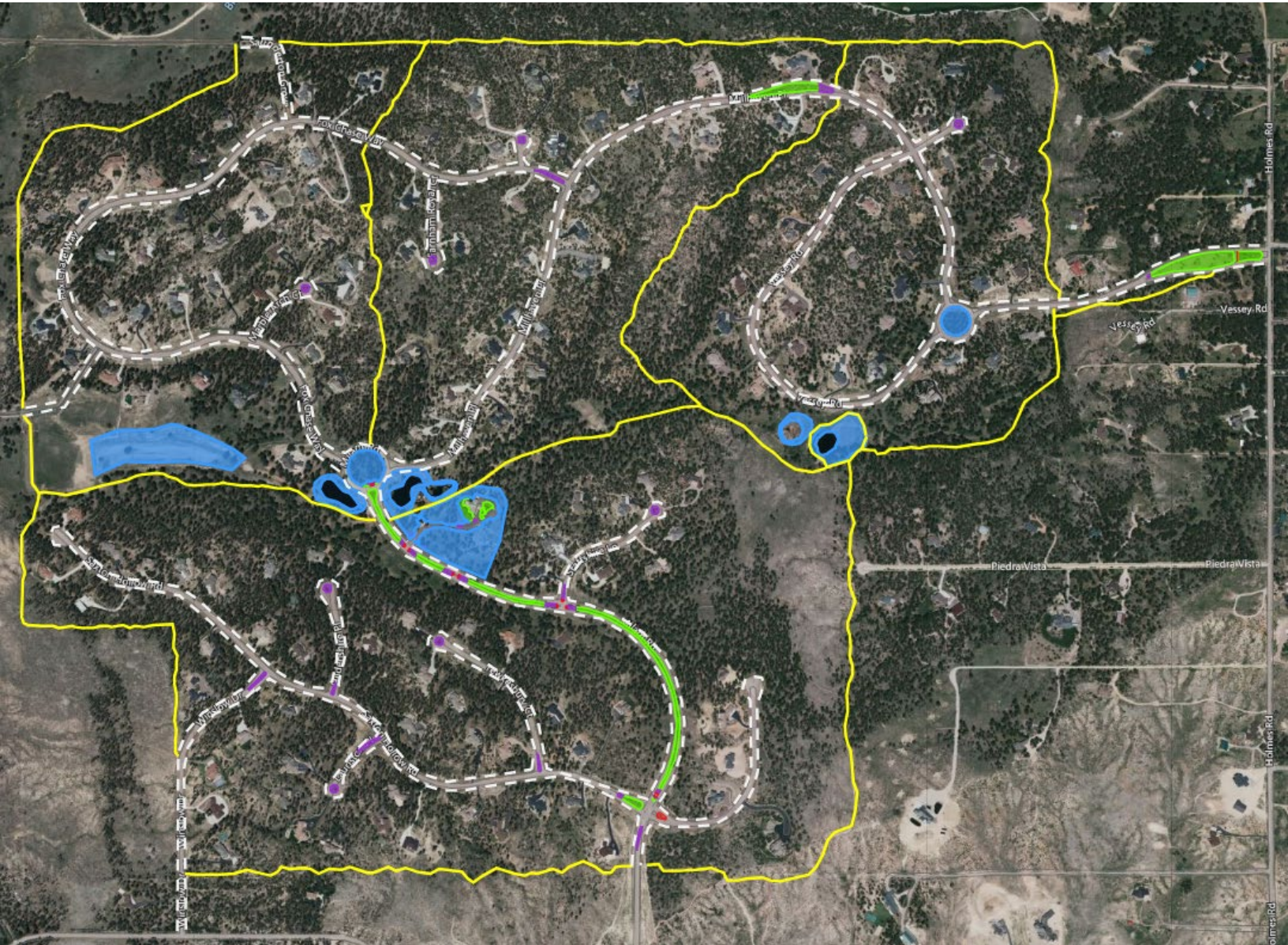


BrightView regularly performs better in safety than other landscape service providers.



Landscape Site Map

Our team has developed a custom takeoff map of your property to ensure that we are aligned on your properties service needs and areas of focus.



Turf	
Rock Bed	
Mulch Bed	
Native	



Services Summary

Below is a breakdown of the anticipated costs associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Service	Frequency	Notes
Turf Mowing	24	Mowing of all turf
String Trim Turf	24	String trim all turf
Mow Basin	2	Mow of all native areas
Beauty Band Mowing	2	Beauty band on roadsides and
Gran Fert Liq Pre - E Liq Post - E	3	This is fertilization program, one slow release with spot treatment throughout season.
Aerate Turf SA	1	Aerate all turf on property
Hard Edge Curbs & Walks	6	Hard edge of sidewalks
Blow/Clean - up	24	Blowing cleanup after each mow
Weed Beds Weekly	24	Weekly bed maintenance
Pre-emerge Beds	1	Weed control for all beds
Spray Beds Post - Emergent	24	Spot spraying of beds weekly
Prune Shrubs	2	Spring/summer prune of all shrubs on property
Spray Tree Rings/Post	2	Weed control around tree rings
Spot Prune Trees	1	Removal of dead or hazardous branches (This does not include heavy tree pruning, that is an above contract price).
Ornamental Grass Prune	1	Prune of all ornamental grasses throughout property
Start Up Irrigation	1	Startup of system
Inspect Irrigation	13	Inspect sprinkler heads, look for dry spots and stressed area, check irrigation system as needed.
Winterize Irrigation	1	Blow out of irrigation system
Spring Clean - up	1	Cleanup for spring
Fall Clean Up	1	Removal of leaves and general clean-up of property in fall season.
Travel and Load	26	Travel and unloading time for crew to get to job and get set up
Annual Cost: \$43,362.22		Monthly cost \$3,613.51
Additional Services (Above Contract Cost)	Frequency	Cost
Irrigation Repairs	As Needed	\$70 per hour + materials. As a board we can enter a not to exceed of your desired amount
Emergency Irrigation Repairs	As Needed	\$140 per hour for emergency (after hour) irrigation repairs
Winter Watering	As Needed	\$960 per day
Not to Exceed		\$600



Services Summary-Snow

Below is a breakdown of the anticipated costs for snow removal associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Service Unit/Description	Unit	Minimum Charge	Price
Truck with Plow	Hr	1 Hr	\$125.00
Truck with Spreader/Sprayer	Hr	1 Hr	\$125.00
Skid Steer	Hr	4 Hrs	\$150.00
Back How/Loader less than 3CY	Hr	4 Hrs	\$220.00
Hauling/Relocating Snow	Hr	1 Hr	\$150.00
Crew Member	Hr	1 Hr	\$56.00
Bag Ice Melt	50 Lbs	1 Bag	\$51.00
Ice Slicer	Ton	1 Ton	\$290.00
Liquid Deicer	Gal	1 Gal	\$9.00
Front End Loader	Hr	4 Hr	\$285.00
Utility Vehicle / Snowrator	Hr	1 Hr	\$105.00
ATV	Hr	1 Hr	\$95.00



Client References

In our effort to provide the best possible landscape & snow removal services, our customers have become raving fans. But don't take our word for it. Ask them yourself!



Banning Lewis Ranch Metro District
Colorado Springs, CO
Josh Miller
719-284-7226
Josh.miller@claconnect.com



Gold Hill Mesa Metro District
Colorado Springs, CO
Rebecca Harris
719-266-3189
Rebecca.h@wsdistricts.co



Amazon Den4, DCS3
Colorado Springs, CO
Matt Formisano
757-416-8843
mformisa@amazon.com



Fedex Colorado Springs
Colorado Springs, CO
Mary Moffett
719-484-2121
Mary.moffett@fedex.com

Your Regional Leader



Jessica Durbin, Senior Vice President

Jessica.Durbin@BrightView.com | 303-288-2701

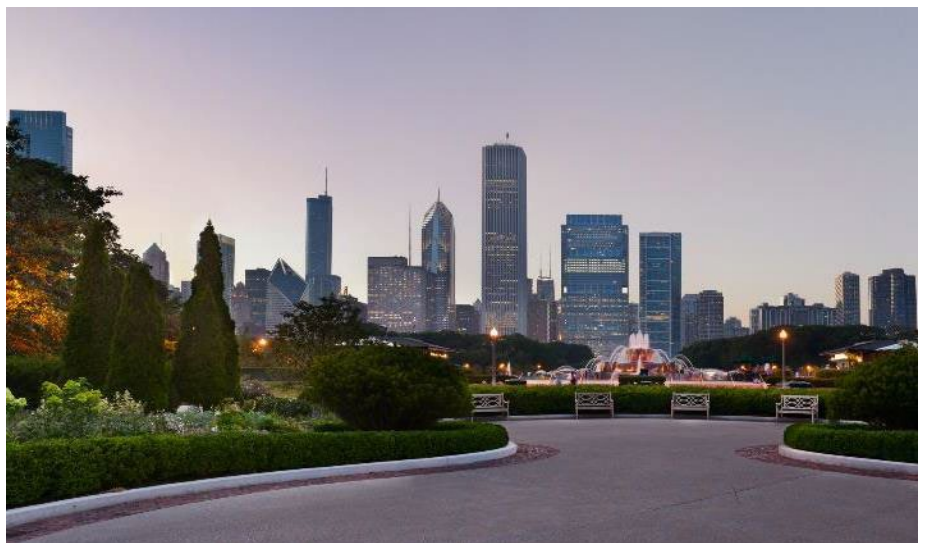
Jessica brings experience in human resources, management, and business development to the BrightView team. Her multi-faceted background is utilized for a client centric approach to landscape service delivery ensuring process efficiency and proper talent management. Jessica brings experience in program development and management for a wide array of vertical markets including agriculture, government, commercial office, and residential markets. She holds a bachelor's in Psychology from Colorado State University with a focus in Industrial and Organizational Psychology.

Before coming to BrightView, Jessica was VP of Operations for AgTac Services where she was a founding member and conceptualized the company foundation and organizational structure from the ground up. She designed operational processes and procedures to streamline efficiency across the organization to focus on customer retention and profitability. She has a passion for developing teams to surpass expectation and reach new levels and sharing the win as a team!



Status quo is below service standards for BrightView. By cultivating long lasting partnerships with our clients, we can deliver an exceptional experience for our clients and their visitors. Our pride is evident in our relationships and our joy is derived from delivering excellence.

Jessica Durbin
Senior Vice President



Thank you for the
opportunity to
present our
landscape solution.

Should you have any questions, please
don't hesitate to reach out.

Cole Reynolds, Business Developer
Cole.reynolds@BrightView.com
719-331-4773

REQUEST FOR PROPOSAL LANDSCAPE MAINTENANCE AND SNOW REMOVAL JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

INTRODUCTION

It is the intent of the Cathedral Pines Metropolitan District (“the District”) to secure Landscape Maintenance and Snow Removal Services for the **January 1, 2024 through December 31, 2024 period**. Landscape maintenance areas, snow removal areas, and scope of services are listed in greater detail below as well as a map providing areas for landscaping maintenance and snow removal. If any discrepancies are discovered, or clarifications needed, please contact the District Manager. All clarifications will be shared with all participating contractors.

The Request for Proposal includes the following items:

1. Proposal Form (Exhibit A)
2. General Information and Scope of Services (Exhibit B)
3. Map of District-Owned Properties for Landscape Maintenance and Snow Removal Responsibility (Exhibit C)
4. Breakdown of Special and Additional Services (Exhibit D)
5. Insurance Requirements (Exhibit E)

If any discrepancies are discovered, or clarifications needed, please contact the District Manager. All clarifications will be shared with all participating contractors.

PARTICIPATION PROCESS

Interested parties must return the completed Proposal Package to the above-listed District address on or before **November 1, 2023 at 12:00 PM** or email the package to Rebecca Harris, at Rebecca.H@wsdistricts.co, or Rick Stauch at Rick.S@CathedralPinesMD.org, Contract award is scheduled for **November 21, 2023.**

Please include the following items with your Proposal Form:

1. List of three current projects (including owner name and property address) which are most comparable to Cathedral Pines Metropolitan District;
2. Name of Insurance Provider and copy of current insurance coverage limits;
3. Credentials for Project Supervisor;
4. Hourly Rates of all labor categories that will be associated with this contract.

The District will evaluate submittals based on several criteria, including, but not limited to, price, references, adherence to best management practices, recommendations section, adherence to scope of work, good horticultural practice, and the conduct and professionalism during the proposal process. The District reserves the right to reject any and all submittals.

Cathedral Pines Metropolitan District
WSDM – District Managers
614 N Tejon St
Colorado Springs, CO 80903



EXHIBIT A
Proposal Form

Proposal Form

Company Name: BrightView Landscape Services, Inc.

Address: 7357 Cole View, Colorado Springs CO, 80915

Contact: Cole Reynolds

Phone: 719-331-4773

Email: cole.reynolds@brightview.com

1. All proposals must be made upon this form. Contractor may attach company's standard form.
2. Base Landscape Maintenance contracts shall be billed in equal monthly installments. Contractor may invoice on the first of the month for current month's contract amount with payment terms of net 30.

Base Landscape Maintenance contract cost for Scope of Work: \$ 43,362.22

Monthly: \$ 3,613.51

3. Please attach a separate sheet detailing the hourly rates for Landscape Maintenance Services.
4. Please attach a separate sheet detailing the hourly rates for Standard Snow Removal Services.
5. Please detail any other labor or material rates on the Breakdown of Special and Additional Services sheet provided in Exhibit D.
6. All proposals must be signed by the submitter, with full name and local services address.
7. Please attach any additional information that may be necessary to evaluate this submittal. Attach a separate sheet for comments, clarifications or exceptions if necessary.

The following individual submits this proposal on behalf of BrightView Landscape Services, Inc.

Cole Reynolds
Signature of Duly Authorized Representative

Cole Reynolds
Name (Printed)

11/09/2023
Date

Business Developer
Title

Cathedral Pines Metropolitan District
WSDM – District Managers
614 N Tejon St
Colorado Springs, CO 80903



EXHIBIT B
General Information and Scope of Services

GENERAL INFORMATION

Contractor shall furnish all supervision, labor, materials, tools and equipment to perform landscape maintenance in accordance with terms and conditions as herein specified.

The Contractor shall be responsible for damage caused by work force while meeting the requirements of these specifications. Labor and materials for the repair or replacement of said damages shall be provided and borne by the Contractor.

The Contractor has the right to a hearing with the District regarding any questions concerning the responsibility for damage and interpretation of these specifications.

All landscape debris generated in the performance of the services outlined herein shall be removed from the property at no additional cost to the District.

Any service or level of service may be modified, reduced, or eliminated from the scope of services by the District with 14 days written notice. The District will work with the Contractor to ensure that these changes are appropriate and warranted.

The Contractor is requested to communicate regularly with the District regarding the health of the landscaping area, snow removal area, and any problems or recommendations related to this contract and/or work. It is the express expectation of the District for the contractor to be proactive in notifying the District of any Landscaping areas that need special and/or additional attention.

BOARD MEETINGS

The Board of Directors for Cathedral Pines Metropolitan District (the Board) is scheduled to meet at 10:00 AM on the third Tuesday of every month at The Lodge at Cathedral Pines (13977 Milam Road, Colorado Springs, CO 80908). Attendance at this meeting by the Contractor is not required. However, any issues requiring a Board decision should be presented to the District with at least two weeks' notice. In preparation for each meeting, the Board requests an agenda and all related back-up items one week in advance. Payment requests are also reviewed at Board meetings. Failure to include invoices and appropriate backup may delay approval of payment for up to one month.

QUALITY ASSURANCE

Contractor will assume the responsibility for contacting the local utility location services for underground line locations. Contractor will not be held responsible for any sub-surface lines which are not normally located and marked by the local utility location services. These would include, but are not limited to, invisible dog fences, cable TV, security lines, irrigation or lighting systems, gas barbecue lines, and pool equipment lines.

The Contractor shall provide a schedule of all maintenance-related activities planned during the

Cathedral Pines Metropolitan District
WSDM – District Managers
614 N Tejon St
Colorado Springs, CO 80903



contract period with notations of season requirements. The Contractor shall submit with the maintenance schedule all product data for materials such as fertilizers, pesticides, etc. to the District Manager. The Contractor shall provide a summary report of all activity monthly.

In order to expedite minor but necessary work and repairs that are not a part of the base contract, the Contractor is required to contact the District for approval prior to work being done. A report of the repaired damage shall be submitted via email to the District by the following business day. All larger repairs or maintenance items should be brought to the attention of the District for review and may require Board approval.

LANDSCAPE SCOPE OF SERVICES

Lawn Care:

Non-native turf care shall consist of a complete program of mowing, irrigation, fertilization and herbicide application to maintain healthy turf at all times. Contractor shall provide protection to any material (trees, shrubs, fences, or other landscape improvements) that may be subject to repetitive contact with maintenance equipment. Any landscape improvements damaged by Contractor operations shall be repaired or replaced at the expense of the Contractor. Any landscape improvements having sustained such damage prior to commencement of contract shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

Non-Native Turf Areas: These areas (identified in exhibit C) shall be mowed as needed to maintain a turf height of approximately 3 – 3 ½ inches during the growing season. All clippings shall be removed from walks and drives and disposed of off-site. Drought conditions may necessitate less frequent mowing per direction of the Board.

Native Turf and Natural Areas: There are several areas of native turf/natural areas requiring mowing (identified in Exhibit C). These include the areas within the two roundabouts in the community, the areas around the Lodge, the medians on Vessey Road and the sides of the county roads within the community. The sides of the roads shall be mowed to a distance of 10 feet from the side of the road. These areas are to be mowed a minimum of twice per growing season but may require additional mowings dependent on climate conditions. At no time should these areas have grasses/plants that exceed 12 inches in height.

Trimming: All turf areas not cut by mowers shall be trimmed after each mowing to provide a well-groomed appearance.

Edging: During the mowing season, edging shall be performed along all walkways, curbs and planting beds at least monthly or as needed. Should more frequent edging be required to maintain a well-groomed appearance, Contractor shall provide a written proposal to the District. Excessive debris shall be removed from the premises.

Fertilization: Turf shall be fertilized three (3) times per season with a well-balanced fertilizer. Non-Phosphorous fertilizer shall be used. All fertilizer shall be blown from

Cathedral Pines Metropolitan District
WSDM – District Managers
614 N Tejon St
Colorado Springs, CO 80903



sidewalks to minimize staining.

Aeration: The Contractor shall aerate one (1) time per year to improve water penetration before the first fertilization. Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to prevent damage. Plugs shall be left on turf to assist in breaking down thatch.

Weed Control: Contractor shall spray the turf with a broad-spectrum broadleaf herbicide monthly with follow-up spot application as required. Prior to application, the Contractor shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1; second application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July. Limited manual removal of weeds as needed. Any non-irrigated turf shall be sprayed with approved broadleaf herbicide by the 15th of May with follow-up spot applications as required. Spot treatment of weeds emerging from paved and pebbled walks will be performed as needed.

Leaf Removal: Contractor will collect and remove large accumulations of leaves during the month of November or after 80% leaf drop.

Unusual Conditions: Whenever the Contractor observes any condition, which he believes, may be detrimental to healthy turf growth; such conditions shall be immediately brought to the attention of the District along with a recommendation of corrective action.

Shrub, Evergreen, and Groundcover Beds:

The Contractor shall familiarize themselves with the numbers, locations and types of trees and shrubs within the District. Tree and shrub care shall be such that healthy growing conditions are maintained and shall include pruning and wound repair, fertilization, insect control, disease control and other maintenance measures as necessary.

Pruning Trees: The primary pruning of trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time as required. Trees will be pruned to remove deadwood, weak and unnecessary branches, and to assist the tree in optimum growth and resistance to potential damage from wind and snow. Stripping of lower branches will not be permitted; lower branches shall be retained in a tipped back condition with as much foliage as possible to promote caliper trunk growth. Trees shall be pruned to promote the following:

- Development of scaffold branches that are smaller in diameter than the trunk or branch to which they are attached.
- Branches, which have vertical spacing from 18" - 48" and radial orientation so as not to overlay one another.
- Eliminate dead, diseased or damaged growth.
- Reduce topping or wind damage by thinning out crowns.
- Maintain growth within space limitations.
- Maintain a natural appearance and balance crown with roots.

Pruning of Shrubs: The objective of shrub pruning is the same as for trees; promote healthy plants and a pleasing appearance. Shrubs shall not be shaped into a box or ball- like appearance. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance.

Pruning of Ornamental Grasses and Perennials: Ornamental grasses and perennials shall be cut-back as appropriate to the cultivar in the spring.

Pruning of Evergreens: Evergreen trees shall be thinned out and shaped annually.

Insect Control: Contractor will monitor landscaping for insect infestation and/or damage and will spray as needed.

Dead Plant Materials: All dead plant materials shall be removed and properly disposed off-site within one week of determination of death. Contractor shall immediately provide a quote to replace such plants.

Mulch and Mulch Beds: Shall follow best management practices that protect the tree and shrub root system and enhance moisture retention. Contractor will monitor mulch bed replenishment and send proposed replenishment cost to the District, as needed.

Inorganic Mulch: All areas of inorganic (rock or stone) mulch shall be inspected weekly. Any rock or stone on walks or in turf areas shall be replaced. Small gaps in coverage shall be corrected by redistributing the mulch. Any large coverage shall require additional matching mulch to be installed at District expense on a time and material basis. Contractor shall submit proposal to the District.

Weed Control: Contractor shall spray the mulch areas with a broad-spectrum broadleaf herbicide monthly with follow-up spot application as required. Prior to application, the Contractor shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1; second application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July. Limited manual removal of weeds as needed. Follow-up spot applications as required. Spot treatment of weeds emerging from paved areas shall be performed as needed.

Ground Cover & Flower Beds

The appearance and health of ground cover shall be maintained by adhering to the following practices:

Weed Control: Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

Plantings:

Prior to the growing season the Contractor shall provide the District with a proposal for the existing common area flower beds. The proposal shall outline the types of plants and plant placement for each bed as well as the estimated time and materials cost. Upon District approval Contractor will execute the proposal and maintain the flower beds throughout the growing season. At the end of the growing season the Contractor will remove all dead stock and leave the beds as well groomed as possible.

Sprinkler Systems Maintenance and Control:

All costs of maintaining the sprinkler system to be at the District's expense for time and materials.

1. **Activation:** The system will be activated in accordance with industry standards in the Spring, as required, dependent upon climatic conditions and turf grass moisture requirements. The system shall be brought to a fully operational condition and that condition reported to the District Manager when complete.
2. **Programming:** The system will be programmed to provide necessary moisture to the turf grass areas to promote healthy growth and the aesthetic desired appearance in accordance with the El Paso County Watering Guidelines and Restrictions. Good conservation standards must be observed, considering natural moisture accumulation, with programming scheduled accordingly.
3. **Maintenance:** The systems will be maintained in a fully operational condition at all times. The Contractor will inspect and monitor the system on a regular frequency. Damage caused by the Contractor will be repaired in a timely manner at no additional charge. Clearing and cleaning of fouled heads and nozzles, pattern adjustments and timing clock programming will be performed as necessary. Repairs and parts replacement will be charged on a labor and materials basis.
4. **Winterization:** Winterization of the systems will be accomplished as agreed upon by the Contractor and the District. This will include water supply shut off at the meter pit(s), air pressurization of all line, removal of all water from the mains to the backflow preventers and removal of excess water from the meter pits.
5. **Backflow Testing:** The Contractor shall be responsible for scheduling, performing, and submitting the proper back flow testing requirement, per County restrictions.

Winter Program:

During the winter months of November, December, January, February, and March the Contractor shall provide the following services, subject to approval of the District Manager:

Winter Watering: Should there be extended periods of drought which may lead to plant or tree stress; such plants and trees shall be watered as determined by the Contractor and approved by the District. Watering of trees and shrubs adjacent to roads and parking lots shall also occur as needed to reduce accumulation of ice melt used in snow removal. Ground cover areas shall be watered lightly once a month during the winter if so warranted at additional fee, billed separately on a time and materials basis.

Winter Watering Turf: Turf shall be watered so far into the Fall as weather will permit. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants at additional fee, billed separately on a time and materials basis. The District expects the Contractor to be proactive in advising the District of winter watering needs.

Miscellaneous:

Trash Pickup: Pick up all trash accumulated on turf, planting beds, detention pond, walks and paths as needed. Pick up trash in mow areas prior to mowing. All waste to be disposed of properly.

Sidewalks: Sweep or blow debris off sidewalks within the Lodge area as needed. Spray for weed control as needed.

Other: The Contractor shall immediately alert the District of any landscaping damages when identified and provide recommended corrective action.

SNOW REMOVAL SCOPE OF SERVICES

All Snow removal services will be performed on a Time and Materials basis. The Contractor will be responsible for snow removal as outlined below and identified in Exhibit C.

Snow removal will commence after the accumulation of 2" on sidewalks at the Lodge. The Lodge parking area, including the drive to the Lodge, will be cleared first, and then walks around the Lodge. Next, the mailbox pads, and surrounding sidewalks will be cleared. Finally, a single path the width of a pick-up mounted plow will be cleared on all County Roads within the community. All areas will be addressed within 24 hours, weather permitting.

Sanding: Contractor is authorized to apply ice melt and/or sand mixture per storm on all icy areas if necessary, and as requested by the District.

EXHIBIT C
Map of District-Owned Properties for Landscape Maintenance and Snow Removal
Responsibility

Per Push Price for 4" storm:

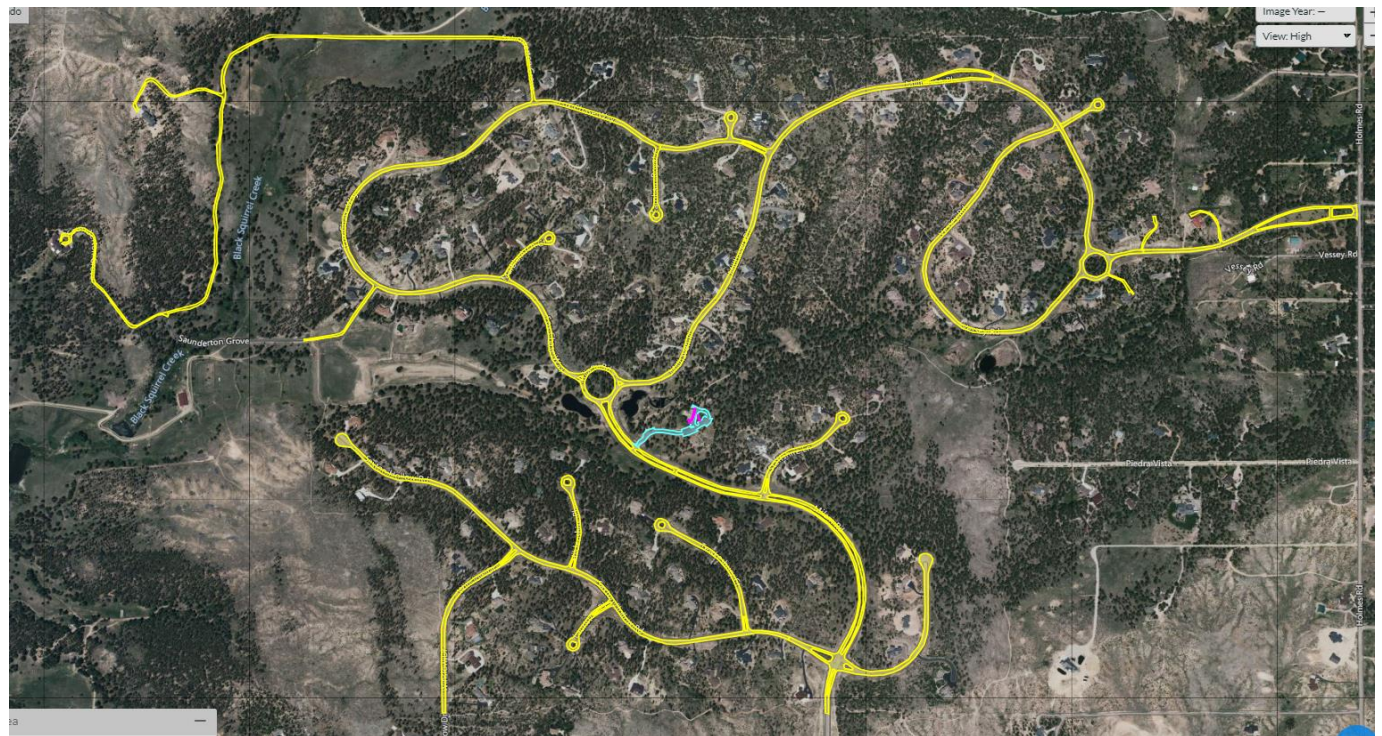
Walks Labor: \$277.97

Roads Labor: \$4,416.66

Walks Material: \$102.00

Roads Material: \$4,205.00

Total: \$9,002.00

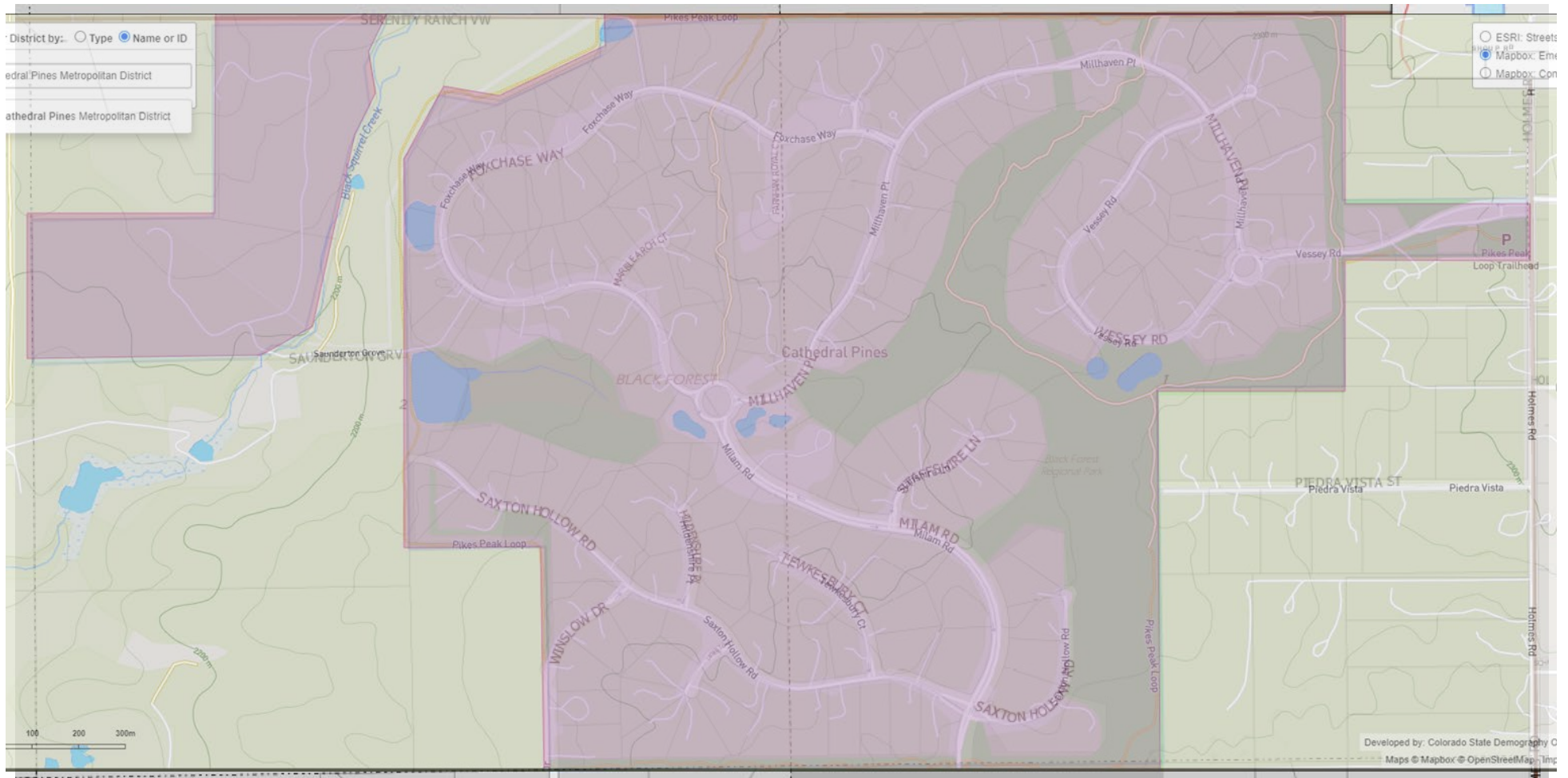


11/3/2023

Equipment / Material	Color
Driveways / Parking	
Drive Lanes	
Private Walks	
Public Walks	

Image Year: --

Cathedral Pines Metropolitan District Landscape Map:



Landscape Areas:

Areas to be mowed weekly: all non-native turf located at 13977 Milam Rd (Cathedral Pines Lodge) and all medians.

Native areas to be mowed twice per season: Roundabouts, 10ft along all roadsides, all islands within cul-de-sacs, 5 ft along trails

EXHIBIT D
Breakdown of Special and Additional Services
(format may be adjusted)

Special Rates	Cost
Irrigation Repairs	\$70.00 Per Hour
After Hours Irrigation Repair	\$140.00 Per Hour
Winter Watering	\$960.00 Per Day

Labor Rates	Cost
General Laborer	\$60.00 Per Hour
Supervisor	
Emergency Calls	\$140.00 Per Hour

**EXHIBIT E
Insurance Requirements**

- A. Contractor shall acquire and maintain, during the entire term of the Contract, including any extensions of the term, statutory workers' compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in no less than the amounts set forth in subparagraph D below. The District shall be named as an additional insured on Contractor's commercial general liability insurance and automobile liability insurance. Such additional insured coverage provides defense and indemnity coverage only for actions arising from Contractor's acts, actions, omissions or neglect but shall not provide defense or indemnity coverage for The District's own acts, actions, omissions or neglect or for unproven allegations. Any such policy of insurance obtained to comply with this paragraph shall provide that The District shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under the Contract.
- B. Prior to commencing any work under the Contract, Contractor shall provide The District with a certificate or certificates evidencing the insurance required by this paragraph, as well as the amounts of coverage for the respective types of coverage. If Contractor sub-contracts any portion(s) of the Services, said sub-contractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance and comprehensive general liability insurance coverage in amounts satisfactory to The District and Contractor. If the coverage required under this paragraph expires during the term of the Contract, Contractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
- C. If any policy obtained by Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. Contractor agrees to purchase this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall not be later than the date the Contract is signed by the parties to the Contract. If Contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Contract is signed by the parties to the Contract.
- D. Contractor shall acquire and maintain during the entire term of the Contract, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage, and automobile liability insurance coverage in the following amounts:
 - a. Workers' Compensation Insurance in accordance with applicable law, including employers' liability.
 - b. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00

**Cathedral Pines Metropolitan
District 111 S. Tejon Street,
Suite 705 Colorado Springs,
CO 80903**

general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:

- i. Premises operations;
 - ii. Personal injury liability without employment exclusion;
 - iii. Blanket contractual;
 - iv. Broad form property damages;
 - v. Medical payments;
 - vi. Independent contractors coverage.
- c. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.
- d. All coverages specified above shall waive any right of subrogation against The District and its directors, officers and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of Contractor, and in no way limits the right of subrogation for acts, actions, omissions or neglect of The District or others. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation in accordance with the terms of the agreement provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder.

2024 - 12 Month Landscape Maintenance Contract

Date 11/1/2023

Customer Rebecca Harris | WSDM – District Managers | 614 N Tejon Street | Colorado Springs , CO 80903

Property CATHEDRAL PINES METROPOLITAN DISTRICT | 13977 Milam Rd | Colorado Springs, CO 80908

I would like to **thank you** for considering Landtech to meet your specific needs. For over **thirty-five years** we have been dedicated to serving clients *just like you* by *creating and maintaining* the **most beautiful landscapes** in Denver, Colorado Springs, Loveland and surrounding areas. Our *modern fleet of equipment* and *best personnel in the industry* keep us *highly recommended* by our clients, and enable us to serve your specific needs and fulfill **all your landscaping desires**. Our *full range* services include: **Custom Enhancements, Innovative Construction, Skillful Maintenance, and Punctual Snow Removal.**

Fixed Payment Services

Description	Frequency
12 Month Landscape Maintenance Standard Package	
Weekly Service	26
Winter Service	20
Bed Pre Emergent	1
Turf/Broadleaf/PreEm	1
Turf/Broadleaf	3
Aeration	1
Irrigation Activation	1
Irrigation Check	20
Irrigation Winterization	1
Spring Clean up	1
Fall Clean up	2
Pruning	2
Native Mow	2
Native Weed Application	1
Road and Trail Native Mow Beauty Bands	2

Annual Maintenance Price \$51,036.00

Optional Services

Initial next to optional services you would like added to your contract.

	Frequency	Cost per Occ.	Annual Cost
Additional Native Mow	1	\$3,927.11	\$3,927.11

Payment Schedule

Schedule	Price
January	\$4,253.00
February	\$4,253.00
March	\$4,253.00
April	\$4,253.00
May	\$4,253.00
June	\$4,253.00
July	\$4,253.00
August	\$4,253.00
September	\$4,253.00
October	\$4,253.00
November	\$4,253.00
December	\$4,253.00
	\$51,036.00

By _____
Joseph Pobar
Date 11/1/2023
Landtech Contractors

By _____
Date _____
CATHEDRAL PINES
METROPOLITAN DISTRICT

Services

Weekly Service

Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a. Areas in use at the time of mowing by large groups of residents, children, etc.
 - b. Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c. Areas with large concentration of pet droppings.
 - d. Areas under construction.

Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified. Tree, Shrub, and Bed Care

Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for

- mulch depth and conditions. If additional materials are required, the Contracting Company will be notified and provided with an estimate to perform the work.
2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
 3. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis.
Note: Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Winter Service

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only.
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

Bed Pre Emergent

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Turf/Broadleaf/PreEm

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

Turf/Broadleaf

Turf Weed Control

1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.

Turf Fertilization

1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator

Aeration

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

Irrigation Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars (\$1000). If the repair is more than one thousand dollars (\$1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

Irrigation Check

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis at \$83.00/HR plus materials. Contracting company agrees to a preapproval amount of five hundred dollars (\$500) in repairs for each regular check, if the repairs total more than five hundred dollars (\$500) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

Irrigation Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

Spring Clean up

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

Fall Clean up

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Pruning

1. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
2. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.

Native Mow

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons: Areas in use at the time of mowing by large groups of residents, children, etc, areas excessively wet due to rain or improper drainage not caused by the contractor, or areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extraservice to this contract.

Native Weed Application

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Road and Trail Native Mow Beauty Bands

Optional Services

Additional Native Mow

Terms & Conditions

General Scope of Work

1. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
2. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overley. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.
3. **Insurance:** Contractor will carry complete and adequate worker's compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
4. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
5. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
6. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
7. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
8. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
9. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
10. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
11. **Modification:** In all cases, the included "Exhibit D-Description of Services" shall supersede or modify items stipulated in the "Exhibit B-General Scope of Work".

Terms and Conditions

1. **Term.** The term and start date of this agreement shall be agreed upon on page 3.
2. **Assignment.** Neither party may assign this contract without the written consent of the other party.
3. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.

4. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
5. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
6. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
7. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
8. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
9. **Early Termination.** If customer terminates 12 month contract before end of 12 month period, payment is due for services rendered.
10. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011
11. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, LLC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, LLC.
12. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

Proposal Form

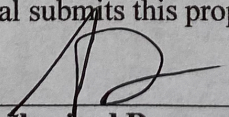
Company Name: A Cut Above Lawn Service
Address: PO Box 203
Monument, CO 80132
Contact: Ashley Dixon
Phone: 719-373-4431
Email: office@acutabovelawnco.com

1. All proposals must be made upon this form. Contractor may attach company's standard form.
2. Base Landscape Maintenance contracts shall be billed in equal monthly installments. Contractor may invoice on the first of the month for current month's contract amount with payment terms of net 30.

Base Landscape Maintenance contract cost for Scope of Work: \$ 39,957.96
Monthly: \$ 3,329.83

3. Please attach a separate sheet detailing the hourly rates for Landscape Maintenance Services.
4. Please attach a separate sheet detailing the hourly rates for Standard Snow Removal Services.
5. Please detail any other labor or material rates on the Breakdown of Special and Additional Services sheet provided in Exhibit D.
6. All proposals must be signed by the submitter, with full name and local services address.
7. Please attach any additional information that may be necessary to evaluate this submittal. Attach a separate sheet for comments, clarifications or exceptions if necessary.

The following individual submits this proposal on behalf of A Cut Above Lawn Service


Signature of Duly Authorized Representative

10-31-23
Date

Ashley Dixon
Name (Printed)

owner/operator
Title

EXHIBIT D
Breakdown of Special and Additional Services
(format may be adjusted)

[illegible]

Labor Rates	Cost
General Laborer	\$ 50/hr
Supervisor	\$ 65/hr
Emergency Calls	\$ 75



SERVICES CONTRACT

CUSTOMER NAME: Cathedral Pines Metro Services

SUBMITTED TO: Rebecca Harris

CONTRACT EFFECTIVE DATE: May 1, 2024, through October 31, 2024

SUBMITTED BY: Austin Hogan, Field Operations Manager / Erika Bamberg, Sales Support Administrator

SERVICES: Annual Pond maintenance for two (2) ponds

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$4,150.00**. SOLitude shall invoice Customer **\$691.67 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of six (6) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



date for subsequent six (6) months terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of

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the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CATHEDRAL PINES METRO SERVICES

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - POND MAINTENANCE SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a **one (1) time per month** basis during the months of **May through October**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **May through October**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **May through October**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis during the months of **May through October**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

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3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to
4. control the unwanted growth present at the time of application.

Water Quality Monitoring:

1. Pond water samples will be taken and tested **one (1) time per year during the month of May** for the following parameters:

Temperature	Dissolved Oxygen
pH	Alkalinity
Hardness	Conductivity
Phosphates	Total Phosphorus
Turbidity	
1. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a **one (1) time per month** basis during the months of **May through October**. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Water Quality Enhancement:

1. Muckbiotics will be applied on a two (2) times per month basis during the months of June through September, in order to cycle out nitrogen and phosphorus compounds which promotes a balanced ecosystem after herbicide treatments.
2. Probiotic blends will be used according to water temperature.

Nutrient Remediation:

1. Eutrosorb WC will be applied to the lake(s) to reduce eutrophication and remove free radical phosphorus from the water column, thus reducing its availability in the pond(s) and limiting the primary excess nutrient responsible for water quality degradation and excessive nuisance algae and invasive aquatic weed growth.
2. **Eutrosorb WC is a revolutionary proprietary product formulation offered exclusively to our Customers as part of our long standing nationally recognized status as a SePRO Preferred Applicator.**

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Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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CATHEDRAL PINES METROPOLITAN DISTRICT

2024 BUDGET
GENERAL FUND

	2022	2023	2023	2023	2024
	ACTUAL	ACTUAL 9/26/2023	AMEND	BUDGET	BUDGET
GENERAL FUND: BEGINNING BALANCE	\$ 222,427	\$ 221,779	\$ 221,779	\$ 237,903	\$ 27,409
REVENUE					
PROPERTY TAXES	\$ 292,867	\$ 282,639	\$ 288,218	\$ 288,218	\$ 345,169
SPECIFIC OWNERSHIP TAXES	\$ 60,904	\$ 33,928	\$ 40,351	\$ 40,351	\$ 45,780
DELINQUENT TAX AND INTEREST	\$ 298	\$ 144	\$ 144	\$ -	\$ -
PRIOR YEAR INTEREST & ABATEMENT	\$ -	\$ (328)	\$ (328)	\$ -	\$ -
RENTAL INCOME - THE LODGE EVENTS	\$ 68,007	\$ 38,407	\$ 55,000	\$ 115,000	\$ 78,000
RENTAL INCOME - SHED	\$ 9,167	\$ 10,200	\$ 10,200	\$ 10,200	\$ 12,000
SALES OF MONUMENT LOGOS	\$ -	\$ -	\$ -	\$ -	\$ -
GAIN ON SALE OF ASSETS	\$ 4,800				
OTHER REVENUE					
FEMA FUNDS	\$ -		\$ 5,283	\$ 20,000	\$ -
GRANT	\$ -	\$ 40,000	\$ 50,000	\$ -	\$ -
TOTAL REVENUES	\$ 436,043	\$ 404,990	\$ 448,868	\$ 473,769	\$ 480,949
TOTAL REVENUE & FUND BALANCE	\$ 658,470	\$ 626,769	\$ 670,647	\$ 711,672	\$ 508,358
EXPENDITURES					
SERVICES					
AUDIT (Biggs Kofford)	\$ 8,825	\$ 9,325	\$ 9,325	\$ 9,500	\$ 9,600
MANAGEMENT (WSDM)	\$ 44,201	\$ 51,199	\$ 77,112	\$ 50,715	\$ 84,000
MAINTENANCE MANAGEMENT (WARREN)	\$ 32,616	\$ 1,324	\$ 1,324	\$ 30,000	\$ -
LEGAL	\$ 4,623	\$ 9,463	\$ 15,000	\$ 15,000	\$ 15,000
CONSULTING SERVICES	\$ 2,156			\$ -	\$ -
Category SubTotal	\$ 92,421	\$ 71,311	\$ 102,761	\$ 105,215	\$ 108,600
LODGE					
LODGE MANAGEMENT	\$ 47,757	\$ 24,563	\$ 34,500	\$ 34,500	\$ 30,000
ADVERTISING/WEBSITE	\$ 3,340	\$ 12,146	\$ 17,396	\$ 5,000	\$ 21,000
SUPPLIES	\$ 3,484	\$ 326	\$ 1,000	\$ 4,000	\$ 4,000
CLEANING	\$ 4,121	\$ 3,837	\$ 5,000	\$ 4,000	\$ 5,000
REPAIRS AND MAINTENANCE	\$ 10,314	\$ 7,465	\$ 10,000	\$ 10,000	\$ 10,000
UTILITIES	\$ 7,718	\$ 4,742	\$ 10,000	\$ 12,000	\$ 10,000
SECURITY	\$ 2,413	\$ 1,710	\$ 2,500	\$ 2,500	\$ 2,500
CAPITAL IMPROVEMENTS	\$ 44,111	\$ 6,784	\$ 10,000	\$ 5,000	\$ 3,500
SNOW REMOVAL	\$ 5,380	\$ 7,460	\$ 10,000	\$ 10,000	\$ 10,000
LANDSCAPE REPAIRS & MAINTENANCE	\$ 8,491	\$ 4,807	\$ 10,000	\$ 12,000	\$ 12,000
TRASH	\$ 3,096	\$ 1,562	\$ 2,500	\$ 2,500	\$ 3,000
TELEPHONE & NETWORK	\$ 2,730	\$ 1,845	\$ 2,500	\$ 2,500	\$ 2,500
CONTINGENCY	\$ 87			\$ 10,000.00	\$ 10,000
Category SubTotal	\$ 143,042	\$ 77,247	\$ 115,396	\$ 114,000	\$ 123,500
GENERAL					
LANDSCAPE MAINTENANCE	\$ 66,544	\$ 36,535	\$ 50,000	\$ 50,000	\$ 65,000
REPAIRS AND MAINTENANCE	\$ 22,290	\$ 3,141	\$ 15,000	\$ 30,000	\$ 20,000
LANDSCAPE UPGRADE		\$ 199,862	\$ 249,600	\$ 200,000	\$ 50,000
SNOW REMOVAL	\$ 5,400	\$ 7,635	\$ 10,000	\$ 10,000	\$ 10,000
UTILITIES	\$ 14,681	\$ 12,406	\$ 15,000	\$ 15,000	\$ 15,000
INFRASTRUCTURE REPLACEMENT	\$ 44,034			\$ 10,000	
CONTINGENCY	\$ -			\$ 10,000	\$ 10,000
MEETINGS	\$ -	\$ 717	\$ 717	\$ 3,000	\$ 3,000
ELECTION	\$ 30,457	\$ 16,555	\$ 16,555	\$ 25,000	\$ -
SUBSCRIPTIONS/ FEES	\$ -	\$ 740	\$ 740		\$ 800
Category SubTotal	\$ 183,406	\$ 277,591	\$ 357,612	\$ 353,000	\$ 173,800
OTHER					
BANK CHARGES	\$ 20			\$ -	\$ -
INSURANCE	\$ 12,573	\$ 495	\$ 12,500	\$ 12,500	\$ 13,500
OFFICE EXPENSE	\$ 831	\$ 646	\$ 646	\$ 1,500	\$ 1,000
COUNTY TREASURER'S FEES	\$ 4,398	\$ 4,272	\$ 4,323	\$ 4,323	\$ 5,178
Category SubTotal	\$ 17,822	\$ 5,413	\$ 17,469	\$ 18,323	\$ 19,678
TOTAL EXPENDITURES	\$ 436,691	\$ 431,562	\$ 593,238	\$ 590,538	\$ 425,578
TRANSFERS OUT					
CAPITAL REPLACEMENT RESERVE	\$ -	\$ -	\$ 50,000	\$ -	\$ 25,000
TOTAL TRANSFERS OUT	\$ -	\$ -	\$ 50,000	\$ -	\$ 25,000
GENERAL FUND: ENDING BALANCE	\$ 221,779	\$ 195,207	\$ 27,409	\$ 121,133	\$ 57,781
ASSESSED VALUATION (000'S)	\$ 15,414,060	\$ 15,169,380	\$ 15,169,380	\$ 15,169,380	\$ 18,166,790
MILL LEVY	19.000	19.000	19.000	19.000	19.000

CATHEDRAL PINES METROPOLITAN DISTRICT

2024 BUDGET

DEBT SERVICE FUND

	2022	2023	2023	2023	2024
	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET
		9/26/2023			
REVENUE FUND 1: BEGINNING BALANCE	\$ 128,187	\$ 128,979	\$ 128,979	\$ 123,147	\$ 131,940
REVENUES					
PROPERTY TAXES	\$ 292,867	\$ 282,639	\$ 288,218	\$ 288,218	\$ 308,835
PRIOR YEAR TAXES & INTEREST ABATEMENT	\$ -	\$ (328)	\$ (328)	\$ -	
DELINQUENT TAX AND INTEREST	\$ 298	\$ 144	\$ 144	\$ -	
INTEREST INCOME	\$ 3,775	\$ 7,481	\$ 8,000	\$ 1,500	\$ 1,500
TOTAL REVENUES	\$ 296,940	\$ 289,936	\$ 296,034	\$ 289,718	\$ 310,335
TOTAL REVENUE & FUND BALANCE	\$ 425,127	\$ 418,915	\$ 425,013	\$ 412,865	\$ 442,275
EXPENDITURES					
BANK CHARGES					
COUNTY TREASURER'S FEES	\$ 4,398	\$ 4,242	\$ 4,323	\$ 4,323	\$ 4,633
BOND - PRINCIPAL	\$ 75,000		\$ 75,000	\$ 75,000	\$ 85,000
BOND INTEREST	\$ 216,350	\$ 106,675	\$ 213,350	\$ 213,350	\$ 210,350
PAYING AGENT / TRUSTEE FEES	\$ 400	\$ 400	\$ 400	\$ 800	\$ 800
CONTINGENCY				\$ 5,000	
TOTAL EXPENDITURES	\$ 296,148	\$ 111,317	\$ 293,073	\$ 298,473	\$ 300,783
REVENUE FUND: ENDING BALANCE	\$ 128,979	\$ 307,598	\$ 131,940	\$ 114,392	\$ 141,493
ASSESSED VALUATION	\$ 15,414,060	\$ 15,169,380	\$ 15,169,380	\$ 15,169,380	\$ 18,166,790
MILL LEVY	19.000	19.000	19.000	19.000	17.000
TOTAL MILL LEVY					

CATHEDRAL PINES METROPOLITAN DISTRICT

2024 BUDGET

CAPITAL RESERVE FUND

	2022	2023	2023	2023	2024
	ACTUAL	ACTUAL	AMEND/PROJ	BUDGET	BUDGET
REVENUE FUND 1: BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 50,000
REVENUES					
TRANSFER IN FROM GENERAL FUND	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 25,000
TOTAL REVENUES	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 25,000
TOTAL REVENUE & FUND BALANCE	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 75,000
EXPENDITURES					
PROJECTED CAPITAL REPLACEMENT	\$ -			\$ -	
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE FUND: ENDING BALANCE	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 75,000





Monthly Online Report

October 2023



Executive Summary

Dear The Lodge at Cathedral Pines,

It is our great privilege to support you in your online efforts. Some of the key highlights last month were:

- Generated over 1,700 website sessions
- Drove 161 visitors to the contact page resulting in a number of form and phone contacts.
- Conducted quarterly SEO audit and processed necessary updates

We look forward to continue executing on our online marketing plan, as we continue to remain focused on developing strategic value for you through technology.

In an effort to represent you with excellence, we will be providing these reports on a monthly basis. With that said, please find the activities and progress report, and this month's preview.

Respectfully,
Travis Mark

Google Analytics v4: Overview

Account: The Lodge at Cathedral Pines | Traffic channel: All | Filter: All Users | Period: 01 Oct - 31 Oct, 2023

Sessions

1.7K

The number of sessions within the date range

New Sessions

80.16%

An estimate of the percentage of first time visits

Pages / Sessions

1.92

The average number of pages viewed during a session

Engagement Rate

53.48%

The percentage of engaged sessions

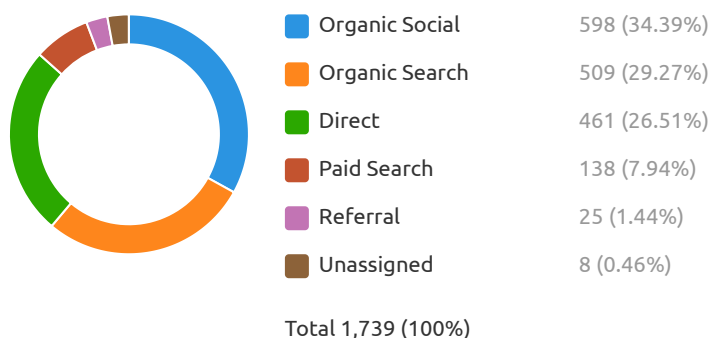
Avg. Session Duration

00:02:12

The average length of a Session

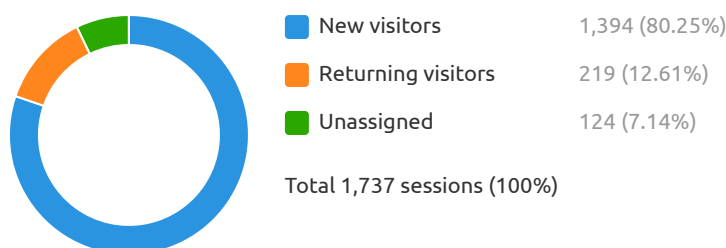
Google Analytics v4: Top Traffic Channels by Sessions

Account: The Lodge at Cathedral Pines | Filter: All Users | Period: 01 Oct - 31 Oct, 2023



Google Analytics v4: New Vs Returning Visitors

Account: The Lodge at Cathedral Pines | Traffic channel: All | Period: 01 Oct - 31 Oct, 2023



Google Analytics v4: Top Pageviews

Account: The Lodge at Cathedral Pines | Traffic channel: All | Period: 01 Oct - 31 Oct, 2023

No.	Page	Pageviews ▼	Avg. Time on Page	Sessions	Engaged sessions
1	/wedding-venue-colorado-springs/	1,192 (35.72%)	00:48	912 (52.44%)	607 (65.27%)
2	/	1,068 (32.00%)	00:21	927 (53.31%)	621 (66.77%)
3	/event-venue/	295 (8.84%)	00:34	247 (14.20%)	227 (24.41%)
4	/wedding-venue-colorado-springs/wedding-images/	211 (6.32%)	00:54	200 (11.50%)	170 (18.28%)



No.	Page	Pageviews ▼	Avg. Time on Page	Sessions	Engaged sessions
6	/colorado-meeting-venue/	104 (3.12%)	00:18	93 (5.35%)	46 (4.95%)
7	/special-occasions/	91 (2.73%)	00:32	82 (4.72%)	76 (8.17%)
8	/how-to-throw-the-perfect-halloween-party/	79 (2.37%)	00:02	76 (4.37%)	34 (3.66%)
9	/family-events/	58 (1.74%)	00:33	51 (2.93%)	47 (5.05%)
10	/best-holiday-party-venues-in-colorado-springs/	26 (0.78%)	00:12	26 (1.50%)	6 (0.65%)

Google Analytics: Referrals

Account: The Lodge at Cathedral Pines | View: All Web Site Data | Segment: All Users | Period: 01 Oct - 31 Oct, 2023

No.	Source	Users ▼	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration
-----	--------	---------	-----------	----------	-------------	-----------------	-----------------------

Google Business Profile: Impressions (Overview)

Location: The Lodge at Cathedral Pines (13977 Milam Rd, Colorado Springs, 80908) | Period: 01 Oct - 31 Oct, 2023

Impressions Desktop Maps

152

Business impressions on Google Maps on Desktop devices.

Impressions Desktop Search

487

Business impressions on Google Search on Desktop devices.

Impressions Mobile Maps

411

Business impressions on Google Maps on Mobile devices.

Impressions Mobile Search

1.2K

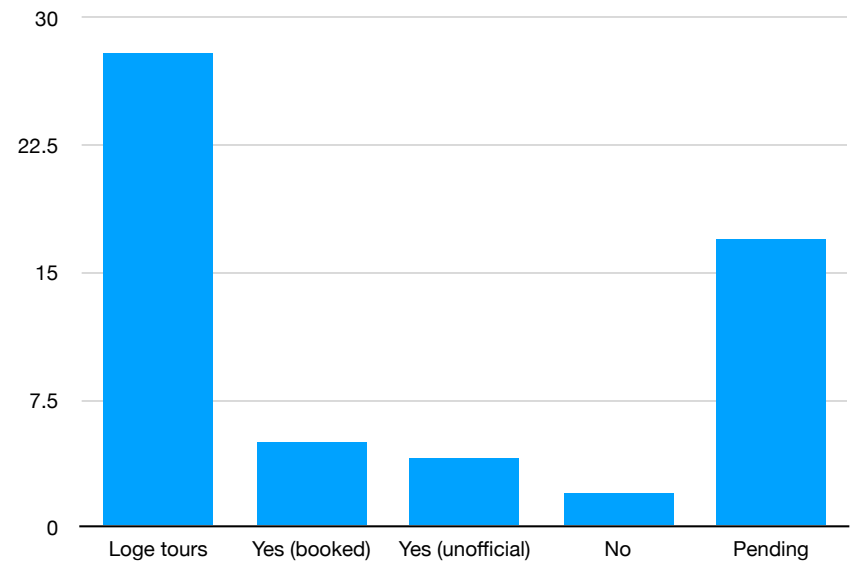
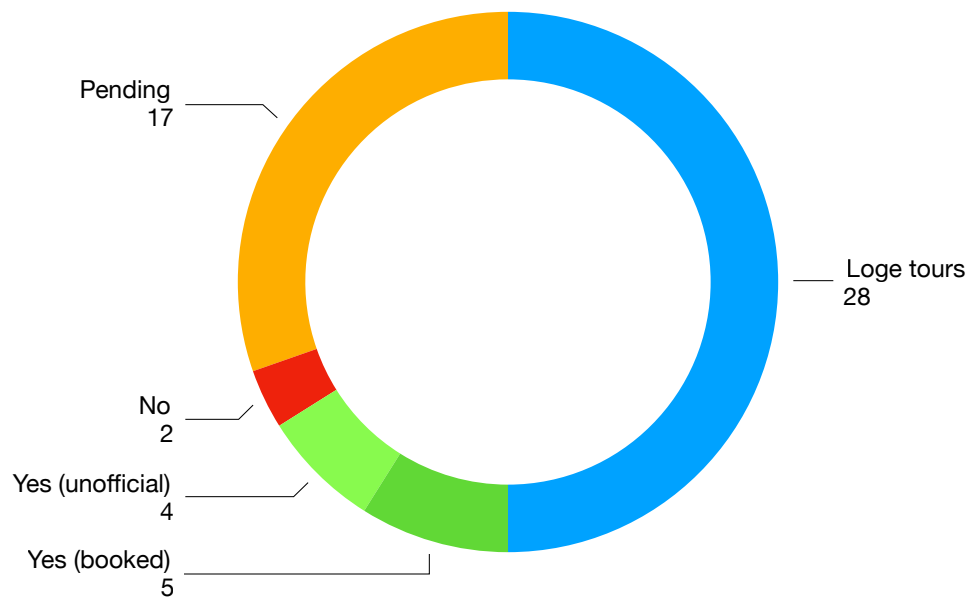
Business impressions on Google Search on Mobile devices.

This month's preview

Some of the key focus areas and activities we will be working on this month are:

- Continue monitoring and updating site following Google algorithm change
- Develop new website content
- Monitor and update PPC campaigns
- Create and A/B test "Schedule Tour" popup
- Continue developing and delivering content to social channels

Lodge Traffic October 2023



Lodge Traffic October 2023

Venue Tours

#	Tour Name	Tour Date	Schedule Method	Event Type	Desired Date	Anticipated Guest Count	Booked?	Date Booked	Notes
1	Kimberly Rees	October 2, 2023	Website	Wedding	Flexible dates for Saturday 2024	120	-	-	-
2	Nicole Nunez	October 3, 2023	Website	Wedding	Any Thursday or Friday in April-June 2024	130	-	-	Duplicate from September 28, 2023; canceled tour, couldn't get time off work
3	Nicole Nunez	October 6, 2023	Website	Wedding	Spring 2024	130	-	-	Canceled tour, no reason given
4	Lauren	October 6, 2023	Phone Call (Google)	Wedding	December 31, 2023	Micro wedding	-	-	Canceled tour, no reason given
5	Richard Thiele	October 8, 2023	Website	Wedding	No Specified	50	-	-	No show
6	Isabella Zippo	October 8, 2023	Website	Wedding	April 2024	100	No	-	Canceled tour, found another venue
7	Shaya & Noah Love	October 8, 2023	Website	Wedding	August 17, 2024	70-100	Unofficial Yes	August 17, 2024	Resched from September 24; Hold on date, saving for desired package

8	Ashley Roderick	October 8, 2023	Website	Wedding	September-October 2023	150	Tentative Yes		
9	Kelly Sanders	October 8, 2023	Website	Wedding	December 2023	65	-	-	-
10	Katanna Kelly	October 8, 2023	Website	Wedding	Sunday in February 2024	60	-	-	-
11	Hannah	October 10, 2023	Website	Wedding	September 2024	70	-	-	Resched. twice; no show
12	Tom Wheatley	October 10, 2023	Email	Celebration of Life	October 2023	50	Yes	October 26, 2023	Celebration of Life for Eldest Son
13	Amanda K. Norris	October 15, 2023	Website	Wedding	Either 10/19/24 or 11/2/24	100			
14	Kim Rees	October 15, 2023	Email	Wedding	Summer 2024	120	No	-	Second tour for daughter and fiance'; Canceled tour, booked other venue
15	Christine Lockhart	October 15, 2023	Website/ Email	Wedding	July 21, 2024	100	Yes	July 21, 2024	Venue Only
16	Baylee Parks	October 15, 2023	Website	Wedding	January 2025	100	Tentative Yes		
17	Gina and Samantha Scarberry	October 18, 2023	Phone Call	Wedding	September 21, 2024	125	Yes	September 21, 2024	Venue Only
18	Nicole Nunez	October 19, 2023	Website	Wedding	Spring or Summer 2024	120	Tentative Yes		Fourth Scheduled tour
19	Mike Mariconda	October 19, 2023	Email/ Website	Holiday Gathering	December 31, 2023	125	-	-	Canceled tour, will reschedule

20	Heidi Johnson	October 21, 2023	Website	Celebration of Life	Undecided	100			Celebration of Life for father
21	Katie Ziegler	October 21, 2023	Walk In	Wedding	September/October 2024	80			
22	Brad Stanley	October 21, 2023	Website	Wedding	March 2025	70ish			
23	Bailey Jones	October 21, 2023	Website	Wedding	August-September of 2024	75-100	Yes	August 10, 2024	Venue only; open house style reception
24	Bailey Littrell	October 21, 2023	Website	Wedding	August/September 2024	200-250	-	-	Canceled tour, family emergency
25	Jessica Mora	October 22, 2023	Website	Wedding	October 2, 2025	100	-	-	No Show
26	Julie Lindsey	October 25, 2023	Website	Graduation Party	May 16, 2024	100	Yes	May 16, 2023	4 hour venue only rental
27	Michaela Justice	October 27, 2023	Website	Wedding	Fall/October 2024	100	-	-	No Show
28	Tabitha Samuel	October 31, 2023	Website	Wedding	May 27, 2024	200	-	-	Mom came in her place, will reschedule for in-person tour

Resident Tours

Tour Name	Tour Date	Event Date	Resident Sponsor
Dawn Booth	October 3, 2023	March 15, 2023	Joe Matchette

Resident Events

Event Name	Event Date	Event Type	Resident Sponsor

Outside Events

Event Name	Event Date	Event Type	Rental Type
Harvey/Schneider Wedding	October 13, 2023	Wedding	AIP
Edge/Knotts Wedding	October 14, 2023	Wedding	AIP
Celebration of Life	October 26, 2023	Celebration of Life	Venue Only

Community Events

Event Type	Event Date	Resident Sponsor
Annual Fall Carnival	October 1, 2023	Holly Quinn
HOA/ACC Meeting	October 3, 2023	HOA
HOA Governance Review Committee	October 9, 2023	HOA
HOA Bunco Night	October 11, 2023	HOA/Gwail Ehlers
Metro Board Meeting	October 17, 2023	Metro Board
HOA Board Meeting	October 18, 2023	HOA
HOA Trunk or Treat	October 29, 2023	HOA/Gwail Ehlers

Bookings

Event Type	Renter Name	Event Date	Rental Type	Resident Sponsor	Date Booked
Celebration of Life	Nancy and Tom Wheatley	October 26, 2023	Venue Only	-	October 11, 2023
Wedding	Christine Lockhart and Ejay Reyes	July 21, 2024	Venue Only	-	October 16, 2023
Adoption Celebration	Lori Myers/ Brinkley Myers	November 4, 2023	Venue Only	-	October 19, 2023
Wedding	Samantha Scarberry	September 21, 2024	Venue Only	-	October 20, 2023

Wedding	Alisha Marrs & Bryan Rogers	July 24, 2024	AIP	-	October 24 , 2023
Wedding	Bailey Jones & Bradley Wright	August 10, 2024	Venue Only	-	October 25 , 2023
Graduation Party	Julie Lindsey	May 16, 2024	Venue only	-	October 26, 2024



Partial Listing of Sub-Contractors from last Invoice from Haigh Construction							
(Releases and some invoices)							
	Address	City	ZIP	Phone	Fax		
Haigh Construction				c) 659-4100			
A Partitions Plus, Inc.	21 Commerce St	COS	80907	719-686-1213			
Architectural Specialties, Inc.	175 Talamine Ct	COS	80907	719-634-5761			
Cintas Fire and Safety	PO Box 50246	COS	80949	719-590-9191	719-590-9949		
Clear View Distributors, Inc.	PO Box 1007	Monument	80132	719-488-2269	719-488-0038		
Colorado Cabinet Installers	8445 Tibbs Road	Peyton	80831				
Colorado Sheet Metal, Inc.	1405 E Cheyenne Rd	COS	80906	719-473-6873			
El Paso Floor, Inc.	1850 Hancock Dr	COS	80903	719-471-7600			
Garner Painting	3470 Chelton Loop N	COS	80909	719-597-1150			
Kendall Heary	903 Fontmore Rd #D	COS	80904	719-963-3393			Thresholds
McKinney Door & Hardware	2700 North Freeway	Pueblo	81003	543-3124			
Olson Plumbing & Heating, Inc.	121 W cucharras	COS	80903	719-635-3563			
Pederson Construction, Inc.				719-574-4140			
Pioneer Sand Company, Inc.	PO Box 7650		80933	719-487-9981			
Powers Thermal Insulation, Inc.	1985 Aeroplaza	COS	80916	719-596-1655			
Reimers Masonry, Inc.	PO Box 88144	COS	80908	719-495-3571			
Rocky Mountain Interior Construction, Inc.	2359 E Boulder	COS	80909	719-329-0334			
Ron Hearn Carpentry							
Thompson Builders, Inc.	PO Box 1251	Palmer Lake	80133				Exterior Trim
United Restaurant Supply, Inc.	725 Clark Place		80915	719-574-3200	719-574-0779		Restaurant Equipment
Weathercraft Company of Colorado Springs	602 S Charles Oak Ra	Fountain	80817	719-382-8511			
Other Sub-Contractors							
ADT/ TYCO : Mike Stanko	924 Elkton Drive	COS	80907	719-388-4605	719-599-3489		Security
Baker Boys Electric (Kevin) '				c) 229-5799			Lights/Electrical
Colorado Sheet Metal, Inc.	1405 E. Cheyenne R	COS		719-473-4390			HVAC
Colorado State Safe & Lock Co. (Floyd Weeks)	3013 N. Hancock	COS		719-471-0096			Locks
Falcon Broadband				719-559-9990			Phones/Internet
Fletcher, Bob (Major Mayhem) (K&A Mechanical?)				c) 491-6373	302-2340		Cistern
Fletcher, Tom - Fletcher Drilling				719-481-3589	536-9812		Well
Foster Electric				719-520-0550			
FX Enhancements (Dustin)				303-668-7226			Stereo/Audio
Simplex Grinnel	915 Valley Street	COS	80915				Fire Alarm
Stratus Bldg Maintenance (Bill Perry)	4360 Montebello Dr. Ste 1000	COS	80918	c) 719-201-1921			General Cleaning
Turf Direct (Brian)	18910 Birdseye Vw	Peyton	80831	719-591-2200			Landscaping
Waste Management				719-576-9175			#3703515-2528-9
Western Fireplace Supply	1685 Paonia Street	COS	80915	719-591-0020	719-591-0447		Fireplace





RE: 2024 Annual Engagement Letter

This agreement constitutes a Statement of Work ("SOW") to the Original Service Agreement made by and between WSDM – District Managers and **Cathedral Pines Metropolitan District** ("the District"). This engagement letter serves as a renewal to the service provided or additional service to be provided as prescribed below.

Management Services

1. Meeting and Reporting Services – WSDM will continue to provide the following services:
 - a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - b. Ensure meeting notices are properly and timely posted.
 - c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
 - d. Meeting packets will be distributed by email, at least seven (7) days before the next scheduled meeting unless otherwise determined by the Board
 - e. Prepare for and attend regular and special meetings of the Board.
 - f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
 - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
 - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
 - i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
 - j. Set up and maintain the official records of the District and serve as official custodian for same pursuant to the Colorado Open Records Act.
 - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
 - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.

2. Website Administration – continue extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or continue hosting the district website under www.wsdistricts.co.
3. Insurance – WSDM will continue to be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.

Accounting and bookkeeping

1. Standard Service – WSDM will continue to provide the following services (with a Certified Public Accountant):
 - a. Accounting:
 - i. Prepare monthly, quarterly and annual financial statements for the monthly meeting packets.
 - ii. Reconcile bank statements and trustee statements on a monthly basis.
 - iii. Coordinate bank account setup and maintenance of signature cards.
 - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
 - v. Coordinate capital project draws and requisitions, and assist with developing Request For Proposals (RFPs) for specific projects..
 - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
 - vii. Monthly review of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
 - b. Accounts Payable:
 - i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
 - ii. Prepare issuance of checks (or virtual checks) to be presented to the Board for approval and signatures. The claims (Payables) list will be included in the monthly meeting packets.
 - iii. Prepare funding and grant requests, if required.
 - iv. Release checks to vendors when all approvals and funding have been received.
 - c. Accounts Receivable:
 - i. Process deposit of revenues
 - ii. Process bank charges and other miscellaneous accounts receivable matters.
 - d. Financial Projections:
 - i. Provide multi-year forecasting on Board request
 - e. Budgets:
 - i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.

- iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
- f. Audits:
 - i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
 - iv. Help present the Annual Audit for approval by the Board to be file din compliance with State, local, and federal requirements.
- g. Bonds:
 - i. Monitor and comply with Bond documents, State Statute, and Auditing requirements
 - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable
 - iii. Coordinate principal and interest payments as required by the governing documents.
 - iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors
 - v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.

Billing and Collections

1. Standard Services—WSDM will continue to utilize the Continental Utility Solutions, Inc. (CUSI) billing software system for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
2. Additional Standard Services will include:
 - a. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.
 - b. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
 - c. Process and transmit delinquent notices.
 - d. Direct the District's operator to proceed with shutoff.
 - e. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.
 - f. Respond to customer [please define who a “customer” is] calls and inquiries in a timely and professional manner.

Property Maintenance

1. One of the functions of the District is to maintain the Property Owned by the District in a first-class condition for the benefit of all Owners and residents of Cathedral Pines. These responsibilities include:

- a. All grounds maintenance owned by the Metro District (e.g the landscape medians and roundabouts throughout the community, landscape around all Cathedral Pines monuments, along roadsides and at the Storage Shed)
 - i. Maintenance to include grass mowing, mulching, native area mowing, weed control, irrigation system management, various shrubs and trees, etc.
 - ii. Spring refresh of all mulch beds, flower plantings, removal of dead plant material & replacement as authorized
 - iii. Fall maintenance of all grounds, including trimming of shrubs & trees and proper winterization of the irrigation system.
 - b. Oversight of the well and irrigation systems
 - c. Trail maintenance and grading
 - d. Pond maintenance, including annual spring fish restocking and cattail mitigation
 - e. Management of Lodge maintenance, both interior and exterior
 - f. Snow removal management throughout the community on streets and lodge parking lots
 - g. Management upkeep of community signage as needed (streets, trails, lodge, mailbox, etc.)
 - h. Management of holiday décor set up & removal, as directed by the Board.
2. WSDM will negotiate bids and contracts for such maintenance services from suitable contractors that have the expertise to service the needs of the District through detailed Requests for Proposals. WSDM may seek details from the Board regarding specific expectations regarding a particular service so that the contractor knows up front the expectations of the client. WSDM understands that Cathedral Pines desires to be a first-class, luxury home community, and it is WSDM's intention to ensure that the services of its property matches the expectations of the residents through the management of the District Board. WSDM shall not enter into contracts on behalf of the District; all contracts shall be subject to Board approval and execution.
 3. WSDM shall exercise reasonable care in reviewing the activities of the contractor(s) for compliance with the terms of the Agreement, reporting accordingly to the Board of Directors.
 4. Expenses not specifically approved by the annual budget shall be authorized in accordance with a procedural policy established by the Board, unless such repairs are of an emergency nature, which require timely action by WSDM to provide for the safety and welfare of the community and/or its residents.
 5. WSDM will strive to deliver a minimum of three (3) cost estimates for all community capital projects. In those situations where it is not feasible or achievable, WSDM will notify the Board of the specific circumstances that limit the number of estimates.
 6. WSDM will provide support for Lodge management, including communications with contractors regarding maintenance issues, Lodge security, internet and utilities support.
 7. WSDM shall perform general site inspections of the common area with sufficient frequency (not less than once a month) and shall report updates at District Board meetings on all maintenance activities. WMG shall not be responsible for any "technical" inspections of common area

elements; the District agrees that it shall rely solely upon the advice of professionals specifically trained to repair and maintain such elements.

Communications and Consultation: WSDM also shall report to the residents of the Cathedral Pines community via the community website to promote positive interaction/communication with the residents, clarifying the priorities of the District and encouraging interaction by residents to identify problems rather than letting them go unmentioned.

2. WSDM shall be available to Metro Board officers for consultation and expertise on subjects relevant to Board activities.
3. WSDM shall manage the design and distribution of the Cathedral Pines community newsletter. Content and timing/frequency of distribution shall be the responsibility of the Board or its designated representative, But it shall be no less than quarterly..
4. WSDM shall serve as the liaison between the Metro District Board of Directors and its legal counsel, the Cathedral Pines Homeowners Association Board of Directors, other governmental entities, and other Metro Districts, as directed by the Board.

Customer Service

1. WSDM will continue to provide customer service support by phone, email, social media, and text messaging, and fax to help all customers with their inquiries, questions, or request for information.
2. WSDM will continue to provide access to a 24-hour emergency number at 719-447-4840.
3. WSDM will continue to collaborate with security teams and monitor any security cameras as needed.
4. All customer inquiries will have a response to them within 4 hours during regular business hours or immediately the following business day, if not an emergency.
5. Other projects outside the scope of this agreement may be assigned by the Metro District to WSDM subject to an additional charge to be negotiated between the parties.

Hourly Rates

WSDM will continue to provide all applicable services as listed to the District at a monthly cost or not to exceed contractual monthly limit of **\$7,000/ month.**

Principal	\$225.00
Senior Manager	\$180.00
Senior Accountant (CPA)	\$190.00
Assistant Manager	\$150.00
Bookkeeper	\$ 75.00

Administrative/ Supporting Staff \$ 50.00

Thank you,



Kevin Walker,
President of WSDM

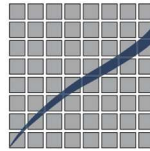
APPROVED AS SIGNED:

Signature

Title

Date





BiggsKofford
CERTIFIED PUBLIC ACCOUNTANTS

November 13, 2023

Board of Directors
Cathedral Pines Metropolitan District
El Paso County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Cathedral Pines Metropolitan District ("District") as of and for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our

opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and El Paso County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the entity in conformity with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform

these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Braden Hammond is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$9,600. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

We understand this engagement letter is contingent on Walker Schooler District Managers acting as the manager for the District and, in the event of a change in manager, the terms outlined in this letter are subject to revision. This engagement letter is valid for 60 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Cathedral Pines Metropolitan District.

Officer signature: _____ Title: _____ Date: _____

