

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



Monday, March 13, 2023 at 9:00 AM (MST)

- VIRTUAL ONLY -

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

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 are able to get to know everyone a little better. Please do not use Chat option to submit questions.**

Board of Director	Title	Term Expiration
Bill Heeter	President	May 2023
Rich Stauch	Vice President	May 2025
Debbie Perry	Treasurer	May 2025
Ecton Espenlaub	Secretary	May 2025
Lynn Shepherd	Assistant Secretary	May 2023

AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
- 3. Approval of Agenda**
- 4. Approval of Board Meeting Minutes** – Meeting minutes of February 21, 2023 (see attached)
 - a. Discuss Board Meeting Minutes - Rebecca
- 5. Board Objectives for 2023 – Bill/All**
- 6. Irrigation Proposals Update – Bill**
 - a. Review and consider approval for Irrigation Proposal engagement (see attached) - Bill
- 7. Lodge Management Update – Lynn**
 - a. Discuss Lodge Management – Lynn/ Shalece
 - b. Review and consider approval for a proposal on Lodge Management – Lynn
 - c. Review and consider approval to Engage Marketing firm for Lodge - Lynn
 - d. Discuss Community Events Policy – Lynn
 - e. Discuss repainting metal brackets in Lodge - Bill
 - f. Review and consider approval for Fire Extinguisher Inspection Agreement (see attached) – Rebecca
 - g. Parking Lot re-striping - Rebecca

- 8. Election Matters – Teak**
 - a. Discuss Canvass Board Members
 - b. Metro Board Election Update and Key Dates
- 9. Management Matters – Bill/ Rebecca**
 - a. Review and discuss draft Board Member Code of Conduct (see attached) – Bill
 - b. Discuss Pond maintenance – Rebecca
 - c. Discuss Chipping Event; review and consider approval for Slash Collection Week (see attached)– Bill
 - d. Tree Management – Ecton/ Bill
 - e. Schedule storage shed clean up date – Bill
- 10. Financial Update – Debbie/ Rebecca**
 - a. Review and consider approval of payables through the period ending March 13, 2023 (see attached) - Debbie
 - b. Review and consider approval of unaudited financials through February 28, 2023 (see attached) – Debbie
 - c. FEMA Update – There is no update at this time - Rebecca
- 11. Legal Matters**
- 12. 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)
- 13. Other Business**
- 14. Adjournment** – Next scheduled Board Meeting is: April 10, 2023 at 10:00 AM.





**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD FEBRUARY 21, 2023
AT 6:00 P.M.**

Pursuant to posted notice, the special meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Tuesday, February 21st at 6:00 PM, at 13975 Milam Road, Colorado Springs, CO, and virtually via video/teleconference.

In attendance were Directors:

Bill Heeter
Lynn Shepherd
Ecton Espenlaub
Rick Stauch (via online)
Debbie Perry

Also in attendance were:

Kevin Walker, WSDM District Managers
Rebecca Harris, WSDM District Managers
Laura Gardner, Gardner Law Firm
Jeremy Powell, Kimley-Horn
Shalece Buchholtz, VenQ

Public in attendance were:

Kristi Correa
Mary Espenlaub
Kevin Ehlers
Gwail Ehlers
James Oneal
Lori Oneal
Joe Pyle
Sheryl Pyle
Frank Simmonds
Ben Jones
Kristin Jones
Trevor Ghee
Shona Murray

Karl Kroeker
Mike Kunkel
Chelsea Kunkel
John Piasecki
Nancy Piasecki
Lisa Dulski
Alex Wolbrink
Ben Blalock
Glenn Strebe

Online attendance:

Bill Kappel
Patricia Ghee

1. Call to Order: President Heeter called the meeting to order at 6:10 PM.

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

3. Approval of the Agenda: Director Espenlaub moved to approve the agenda; seconded by Director Shepherd. Motion passed unanimously.

4. Approval of Board Meeting Minutes – February 20, 2023: Director Shepherd moved to approve the February 20, 2023 Board Meeting Minutes; seconded by Director Espenlaub. Motion passed; 4 yes, 1 abstain by Director Perry.

5. Review and Approval of Payables – For period ending February 21, 2023: Director Espenlaub moved to approve the Payables for period ending February 21, 2023; seconded by President Heeter. Motion passed; 4 yes, 1 abstain by Director Perry.

6. Annual Meeting Presentation: (see enclosed presentation)

President Heeter noted this is the last Annual meeting with Director Shepherd as a Board member. President Heeter spoke about what Director Shepherd has done for the District. She has been a steady force on the Metro Board for years, she stepped in and worked on the Lodge through multiple management changes, she used to get the ADT calls at 2:00 AM when a door blew open. President Heeter added that she was relied on a lot for her experience in venue management. Unfortunately, she is not running for reelection. President Heeter thanked Director Shepherd and presented her with a gift of appreciation.

President Heeter presented the meeting agenda beginning with Metro Board member introductions, roles, and primary areas of responsibility. President Heeter introduced the district managers, WSDM District Managers. He explained that Warren Management is no longer involved in the management of the district, and WSDM will be handling all the responsibilities and management for 2023. He noted cost savings for the district, and better communication by consolidating the management. President Heeter introduced the District Managers, Rebecca Harris and Kevin Walker with WSDM. President Heeter discussed the election issues last year and noted the district hired new legal counsel, Laura Gardner with the Gardner Law Firm. President Heeter introduced the landscape consultant, Jeremy Powell with Kimley-Horn.

President Heeter discussed who does what between the Metro District, HOA, and El Paso County. The Metro District services include operations and maintenance of common areas, Lodge operations, repayment of bonds, secondary source for snow removal with El Paso County having primary responsibility, budget management and bill payment, and management of insurances. President Heeter noted WSDM now handles all these management tasks effective January 1, 2023. Warren Management is still involved in HOA management. President Heeter discussed the HOA services and that they include community activities such as social, forestry health, and HOA annual meeting, HOA budget management and assessment collection including trash, community governance and covenant enforcement, architectural control committee, water augmentation plan monitoring, and insurance management. President Heeter discussed the services provided by El Paso County. The county is responsible for road repairs and maintenance, curbs and gutters, trail repairs and maintenance in conjunction with the district, weed control and drainage along right of ways, and primary snow removal and weed control on county property.

President Heeter discussed 2022 Metro District accomplishments beginning with landscaping. President Heeter discussed the landscaping improvements including expanded areas of mowing, development of long-term landscaping plan, roundabout and entrance cleanups, and tree trimming. President Heeter discussed 2023 landscaping objectives including implementing the first phase of the

long-term landscaping plan, irrigation replacement contract, replace shrubs with native and water efficient plants, develop roadside seedling mitigation program, continue semi-annual chipping program, mistletoe abatement program, and management of all monuments. President Heeter discussed the 2022 Metro District trails and maintenance accomplishments and noted hard work done by Director Espenlaub that has saved the district thousands of dollars. The 2023 trails and maintenance objectives include erosion and weather maintenance, cattail removal on the water feature, repair lower Milam pond liner, and dead tree removal by barn. President Heeter discussed 2022 accomplishments for Lodge Operations. He explained that VenQ was hired in February of 2022. A retainer was paid for the first few months due to low bookings, and then compensation was changed to a commission-based payment. Open houses were held to meet with vendors and introduce the Lodge. President Heeter discussed the bookings shortfall due to management change early in the year, transition out of COVID, bookings take place a year in advance, and phone communication issues. The Lodge improvements include new flooring, resealed exterior wood, upgraded audio system, and more. President Heeter presented a Lodge community usage recap. President Heeter discussed the 2023 Lodge Operational Objectives that include the development of a new lodge management plan, implement management improvement plan, expand marketing plan to include business retreats, new outdoor audio system, and install seasonal decorations to coordinate with the HOA. President Heeter discussed nearby community issues. He discussed Flying Horse North and thanked Nancy Piasecki and Director Stauch for their work on this issue. President Heeter encouraged participation at upcoming meetings regarding Flying Horse North because it greatly impacts the community. Nearby community issues also include the monitored development of The Estates at Cathedral Pines. In 2023, the Board will continue to advocate responsible development of Flying Horse North and monitor The Estates at Cathedral Pines.

President Heeter discussed major issues facing the community such as lack of investment in aesthetics by the developer, implications of irrigation system failure, deterioration of ponds and roads, and impact of traffic changes due to nearby developments. President Heeter discussed the 2022 landscape community survey results. 78% wanted to prioritize the new irrigation system, 57% said no to prioritizing the dredging of Vessey ponds for \$40,000, 29% commented they were willing to spend more for nicer landscaping, and 57 out of 129 preferred a hybrid design. President Heeter discussed the irrigation system and noted as of November 1, 2022, only 2 bids have been received. No additional bids were received due to complexity of project, lack of labor force, and prior commitments. \$200,000 is budgeted for the project, and there are state grants available for water conservation projects and the district is eligible for a \$25,000 grant that has been applied for and will know by April if awarded. There is a second \$25,000 grant which can also be applied for in July. President Heeter discussed the benefits of a new irrigation system including reducing repair costs and leaks, maintain a green entrance to the community, and better technology available. The contract will be selected by March 20th and the projected costs are \$200,000 - \$250,000. Construction is anticipated to start in May 2023 and anticipated completion is August 2023. He noted the objective is to have no financing and no additional fees. President Heeter discussed replacing the Kentucky blue grass with a fescue which is more water efficient. Two options are to seed with fescue for \$5,000 or install fescue sod for \$50,000. President Heeter requested feedback from the public regarding the two options. Several Public attended had additional questions that were answered by Mr. Powell. The majority consensus from those in attendance was the community would prefer to pay the extra cost for sod rather than fight with seed. President Heeter noted the Board can be contacted by email if there are additional comments or feedback. He noted the Board will be deciding at the next Board meeting on March 14th.

Ms. Harris presented on the upcoming May 2, 2023, Election. She explained the State changed the election cycle to odd number years. There are two open District Board positions that are up for 4-year

terms. Self-Nomination forms are due by February 24th, Write-in candidates are due February 27th by 5:00 PM. If more nominations are received than seats available, an election will be held. Ms. Harris discussed the requirements to run for a Metro District seat. She explained it is a non-compensated position and is a commitment of 15-20 hours a month. Ms. Harris highlighted the average cost of an election. The estimated election costs for this district are \$25,000 to \$30,000. Last year's election costs were \$28,800 partly due to a change in Designated Election Official during the election. Currently, there are 4 nominations for the 2 open seats. Ms. Gardner discussed the upcoming election and role of the Designated Election Official (DEO).

President Heeter discussed 2022 Metro District financial performance accomplishments. The Board was able to manage and minimize the impact of unexpected expenses of the Board election and irrigation system breakdowns. Shortfalls in projected Lodge rentals were managed by reducing expenses, continuing to build contingency and reserve funds, and funded Lodge improvements through operating budget. President Heeter noted they also continue to pursue the FEMA claim. President Heeter presented the 2023 approved budget versus the 2022 approved budget and 2022 actuals. He noted the Board decided to keep the mill levy the same for 2023 and the Board felt it was in the best interest of the financial health of the District to not lower it. President Heeter discussed the 2023 financial objectives of the District including improved financial performance of the Lodge, exploring special district grants, maintaining the mill levy for 2023, hoping to collect the FEMA claim of roughly \$50,000, and continue to strengthen the contingency and reserve funds.

President Heeter concluded that the Board's goal is to make decisions in the best interest of the community based on resident feedback, economic considerations, and additional research that guides those decisions. The Board asks if there are areas of concern that you would like them to pursue to please reach out. The Board also requests the community sign up for the Metro District email list to receive monthly newsletters, relevant District announcements, and community surveys. President Heeter thanked Ms. Ehlers for taking over the responsibility of the community bulletin board.

7. Public Comment: (due to audio issues, public comment is provided as a summary) President Heeter opened the meeting for questions and answers from the homeowners.

A member of the public asked a question regarding curbs and gutters and what Flying Horse North has versus the District and how that affects snow removal. President Heeter noted that medians and roads are El Paso County responsibility, and curbs and gutters must be approved by them.

A member of the public asked about the email distribution list. President Heeter explained a new Metro District email distribution list needed to be created for the Metro District, and the HOA has their own separate email distribution list. An HOA representative added that they are going to help the Metro build their own email list by getting the sign-up information out on the HOA side.

A member of the public asked about the specific survey comments and President Heeter explained there is no action plan on the specific comment items at this time.

A member of the public asked about the district not providing snow removal and letting the County handle it all, to help reduce costs. Ms. Harris explained feedback received from the community in the past is they did not agree with that, so the District provides the service. President Heeter noted the Board does routinely bid the snow removal contract, along with all other major contracts.

A member of the public asked about the bond structuring. Mr. Walker explained that generally the debt mill levy is set until the bonds are paid off, then the mill levy would go away when the bond is paid off. Ms. Harris explained the maturity date for the bonds is December 1, 2046. The bond information is posted on the homepage of the District website.

A member of the public asked about possible documents the board has adopted that pertain to Board participation. President Heeter explained they are working on a Board Code of Conduct and job responsibilities definition document. In terms of management of the community, other than obiding by state statutes there is nothing.

Mr. Kappel commented he did not hear from Debbie Perry, the Board Treasurer. Mr. Kappel commented that from information he received from Director Perry, it seems that the Lodge has lost a significant amount of money including \$93,000 or so this year alone. He added that residents pay taxes on the Lodge so basically, we are getting double taxation from the loss and we have to pay to use it. Given this and the significance of it and it puts a burden on the community and the fact that there are other options for the Lodge, he asked what would you suggest are some alternatives and other ways we can make the Lodge profitable and more cost effective for each resident. He asked Director Perry if she has any insights on that.

Director Perry clarified Mr. Kappel is asking about the income of the Lodge and that we pay taxes on the Lodge as well as paying to rent the Lodge, and what other options we have for the Lodge. Mr. Kappel said yes and commented that he wants everyone to be informed on what the options are for the Lodge and there is no way to be losing that much money and paying to rent it because that is ridiculous and unacceptable. He added we need to find some other options for the Lodge that work for the community. He would like to hear feedback on what else we can do from Director Perry.

Director Perry said she prepared a presentation for tonight that will answer some of the questions. Director Perry introduced herself and said she has been in the community for two years. She discussed her philosophies on the Board and that she believes in low taxes, low overhead expenses, a beautiful community that's why she purchased a home here. If there is a possible way to accelerate the bond payment she believes in that, and remember they are dealing with tax payer dollars. Ms. Harris commented that since the Board has not been informed of this presentation or participated in this presentation that she has prepared, this will be a presentation given by Debbie Perry as a resident, not of the Board. President Heeter commented that Director Perry was given the opportunity to provide information for the Annual meeting presentation and she did not. President Heeter clarified that the Board has not seen this presentation and the Board does not endorse these numbers and were not involved in this presentation. Director Perry said she did not provide the presentation to the Board previously because she was waiting on numbers from WSDM. President Heeter informed Director Perry that was not accurate.

Ms. Perry said she did an analysis of the general fund balance for the last 9 years from audited numbers except for 2022. In 2014, the general fund balance was negative \$125,000. Through 2021, the general fund balance went up to \$220,000 and she thinks it will go down a little for 2022, but the final number will come out with the audit. She commented that it has taken 9 years to grow a strong fund balance, so we need to keep that in mind it takes a while. Ms. Perry said she stood for trying to reduce the tax burden and will keep standing for that as Treasurer because she does believe in low taxes. She said they need to exercise caution in expending our fund balance. Ms. Perry said she did propose a mill levy reduction and she wasn't successful but will continue to keep pushing for that

because she believes the fund balance is very high and the district can function with in their means. Ms. Perry said she proposes they reduce it from 19 mills to 15 mills which would have everyone's taxes, just different amounts based on valuation. Ms. Perry said there is a general fund and debt service fund and noted the Lodge rental income was \$49,951 last year and some of the income was from ourselves, so we are getting double taxed where we are paying taxes for the Lodge to pay off the bond and also paying to rent the Lodge. She said we need to look at that and even if we did bring in \$115,000, we still break even. She commented we need to think about that and do we want to keep double taxing ourselves to the Lodge. She asked do we want to use the Lodge without paying for it? She asked do we want to keep expending all this time to keep trying to rent it out to break even? What do we want to do with the Lodge, and I think it is really important to think about that. Ms. Perry said the loss she shows doesn't even include everything because she just included direct expenses. She said it also shows that we spent the whole general fund balance in 2022. Ms. Perry asked do we want to continue to be double taxed? Director Shepherd asked how are we being double taxed? Mr. Walker explained it is not a double taxation and defined what double taxation is. Mr. Walker clarified there's a tax collected for all Operations and Maintenance and then there is a fee collected for a service being provided, this is not being double taxed, but people get that confused.

A member of the public asked if Ms. Perry has surveyed the community about what they want and what due diligence she has completed and shared with the community on the Lodge. The community member added that Ms. Perry's presentation is by her, a community member, not as a Board member and is being sprung on us tonight. Ms. Perry said she would have liked to put what to do with the Lodge on the May ballot. She said that she has faced a few challenges in getting some things done that she would like to do. Ms. Perry added that if we do this landscaping project that takes our fund balance. Ms. Perry said if we want to rent the Lodge, we have to pay for it again.

Ms. Perry commented on sprinklers and that she knows we voted for green, but we voted for that before we had numbers and she gets concerned spending the fund balance because it takes a long time to accumulate that. She said she would love for the community to vote on that and not just the Board. President Heeter confirmed the community did give input on that based on a price range at the meeting last year. Ms. Perry said she would love to see it on a ballot and go to everyone not just those at the meeting. She said that is just her opinion. She asked if they want to have a green entryway when they are fighting Flying Horse North and water and the HOA is being really careful with water. She said she strongly believes, in making financial decisions on the community and would like it on the ballot and an official vote.

President Heeter noted that she has had a lot more time for this presentation than other public members are allowed.

Frank Simonds commented that this discussion about the Lodge, which sounds like selling, is not something you just slap on a ballot and there is a lot of homework that needs to be done before bringing this to the community.

Mr. Kappel believes the general fund mill levy is an optional amount that we tax ourselves and that we can decide based on community feedback. He said given this why would we not lower the general fund mill levy to a lower amount and that we tax ourselves less. He said he would like to hear from each of the Board members why they would voluntarily tax ourselves higher than we need to be. Mr. Kappel said he would like to hear each individual answer and make sure it is recorded as to why the

Board did 19 mills on the general fund mill levy especially when our bond mill levy already funds the bond repayments.

Director Shepherd said when the mill levy was discussed and Director Perry made a really good argument for potentially lowering the general fund mill levy for 2023 budget year, and having served on this Board for as many years as I have and having lived through untold numbers of large ticket items and blindside projects that come up like having to replace entire culverts, digging up 20' of dirt to get to a valve that should probably only be 3' underground – there is so much deferred maintenance that was never handled. She said her feeling was that knowing we have this irrigation project that the community was passionate about in the survey, and keeping that area done it was her personal belief that for at least 2023 we were better served to maintain that mill levy and have the money there because the \$200,000 doesn't include the pump that is going to go out on Mill Haven or what other random thing that may break this year. It was based on her experience and that we are 20 years into this community and things are breaking and it is expensive, and not really built right in the first place. It was based solely and exclusively on her experience knowing that it is going to come. She noted that if we were in a position where we got our projects done and in the same position we were in this Fall, I would vote to lower the mill levy but I felt we had some really big projects on the horizon for this year that need to be properly funded.

Director Espenlaub commented that he also voted to maintain the mill levy. He gave an example that when he goes on a hike he doesn't want to carry a lot of weight on his back, but if I am going out in the cold weather I will be carrying things I might need. Yes, it would be nice to lower the mill levy but as a Board and we get an unexpected expense, and we are down to \$0 there is nothing we can do. He said I think it is fiscally irresponsible to be skating right on the edge so that if there is any problem and as Director Shepherd pointed out there are problems coming up. That is one of the reasons we voted to try and replace the landscaping because spending \$20,000 to \$30,000 consistently year after year to just repair and get another band aid it is not going to end and will get worse. Sometimes it is better to take the hit and spend the money so that we have a system that will last 20 years without massive expenses. Director Espenlaub noted that when he was new on the Board as Treasurer, the County was reassessing the property and we realized we were getting a windfall. We did reduce the mill levy so that we didn't take excess money from residents. In this case, I think that reducing the mill levy would put us at risk of severe financial problems and I didn't think that was a fiscally responsible plan to take.

President Heeter commented that his perspective is that the economy in the next few years is going to take a nosedive and if we reduce the mill levy now and the economy goes down then that means our property taxes go down and what revenue we get from the property taxes go down as well. He said my feeling is that we keep the mill levy where it should be and where its at right now. President Heeter asked Mr. Kappel what they should cut from the budget to lower the mill levy. Mr. Kappel said he wants to hear from the other Board members first and then will provide his response.

President Heeter noted that Mr. Kappel has already used way more than the allotted 3 minutes and requested he provide his response quickly. Mr. Kappel commented that he thinks there should be a balance in the way funds are spent, each individual homeowner has a better idea on how they want to spend their personal funds versus the Board deciding for them, he thinks that 19 mills is way too high for the general fund, and if we need to deal with a special assessment later on that is much easier to deal with later on. He said the Lodge is ridiculous and we should not be losing money on the Lodge. He said he can go on and on but those are the general reasoning. Mr. Kappel said that he is glad that

President Heeter disagrees with him, and that President Heeter is not a financial planner, and he doesn't know what is going to happen in the next few years with the economy. President Heeter noted that special districts are not allowed to give a special assessment so that is not a viable alternative.

Ms. Harris noted they will come back to Mr. Kappel if there are no other questions from the public.

A member of the public discussed the independent auditor's report and that they recommended the Board have reserves and the only way to have reserves is to keep the mill levy at 19 mills. Despite the recommendation from the auditor to have the reserves, it was proposed that the mill levy be reduced to 15 mills which meant no reserves. He asked Director Perry if she disagrees with the Auditor on reserves. Director Perry commented that she is not saying no reserves but change the spending so we can cut the mill levy, she strongly believes in reserves.

Director Shepherd commented that she wanted to remind everyone about the Kimley-Horn presentation regarding the irrigation that the system is so shot that even if you put in xeric it would still need to be redone. There were a lot of conversations last year, and previous years, about this large expenditure and in her opinion, the survey results show that people wanted to invest the money in the irrigation.

A member of the public comment regarding 2023 booked events (audio issues). Director Shepherd discussed that there are more resident events and community use out of the Lodge. She noted the Lodge is very competitive on pricing and now it is about getting our name out and if the marketing plan moves forward the business clients will be impacted first. She discussed the Lodge strategy of separating marketing and management. Marketing will be a month to month contract with a 30 day notice to terminate if it doesn't work out, and they are still working out the management contract. She noted special districts cannot commit to any contracts outside of the budget year.

A member of the public asked about the audio system. President Heeter confirmed everything works and there is a contract with IT.

Mr. Kappel said he appreciated all the detailed responses and there is nothing personal with these questions. He just wants as much information as possible and wished more of the community would be here to participate. He commented that it is unfortunate that elections cost so much but guess what elections do have consequences and it is a democratic system and we all should have input. He asked Director Perry about more information provided about the cost and other options available for landscaping. He said he was disappointed there were only 2 bids for irrigation and wishes there were more. He asked what other information can be provided to the community so the community as a whole can make better decisions on the irrigation plans, landscaping plans, and phases going forward. He said that obviously some of the board members currently part of this process are not going to be involved in the phase 2 and 3 processes but what is decided now will affect the entire community going forward. He asked this question specifically to Director Perry and said the rest of the Board can chime in as needed. What other options or suggestions do you have for the landscaping process to reduce costs for the overall community? He said he wants to know all of the options available and he commented he has not heard much from Debbie Perry and wants to hear her options first on landscaping and will hear the rest of the Board's input after Debbie responds. Director Perry said the only cost we have is for the one option and she would love to get other costs for other options but we don't have those and we don't have any costs beyond the initial irrigation costs. Ms. Harris explained there is only one cost option that is being presented to the community because of the survey results

and that is the route the majority of the community wanted to go. That is why none of the other cost options were researched. Mr. Kappel commented that this is a huge decision for the community going forward and to get as much information as possible would be great. Ms. Harris noted the Board can discuss this at the next meeting.

Mr. Kappel noted he will be meeting with FEMA tomorrow and would be happy to ask them any questions. He thanked everyone for their time and effort and information.

Director Shepherd thanked the Board and commented it has been her pleasure and honor to work with them.

8. Adjournment: Director Espenlaub moved to adjourn; seconded by Director Shepherd. Motion passed unanimously at 8:20 PM.

Respectfully Submitted,

By: Rebecca Harris, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL FEBRUARY 21, 2023, MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT.



February 21, 2023

Welcome to the Cathedral Pines Metro District Board's
Second Annual Resident Meeting!

Agenda

- ◆ **Introductions**
 - ◆ Current Metro District Board Members and Guests
 - ◆ Who Does What?
 - ◆ Metro/HOA/El Paso County
- ◆ **Board Accomplishments in 2022 by Area of Responsibility**
- ◆ **Board Objectives for 2023**
- ◆ **Long Term Strategic Issues for Community**
- ◆ **Nearby Community Update**
- ◆ **Board Member Openings/Election Process**
- ◆ **Financial Report**
- ◆ **Open Forum**
- ◆ **Adjournment**



Metro District Board of Directors 2022/23

Bill Heeter - President (May 2023)

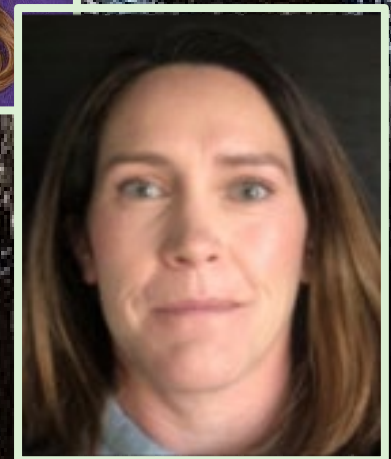
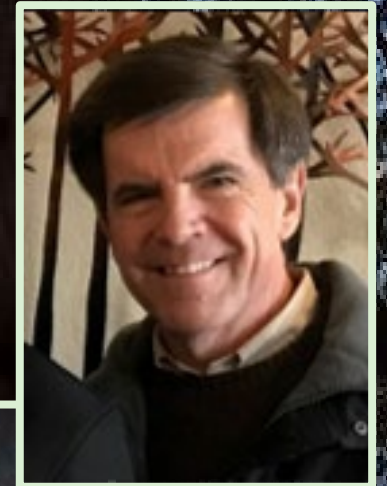
Rick Stauch- Vice President (May 2025)

Debbie Perry -Treasurer (May 2025)

Ecton Espenlaub - Secretary (May 2025)

Lynn Shepherd – At Large (May 2023)

(Dates in parentheses show year of term expiration)



Metro District Board of Directors 2022/23

Primary Areas of Responsibility

- Bill Heeter – General Board Management, Landscaping, Newsletter, Special Projects
- Rick Stauch – Joint Community Engagement Committee, Special Projects
- Debbie Perry – Financial Reporting, Bonds, Payables
- Ecton Espenlaub – Trails, General Maintenance
- Lynn Shepherd – Lodge Operations



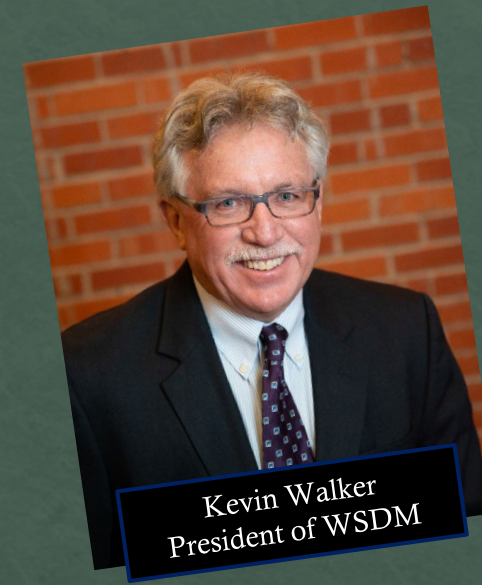
The Walker-Schooler District Management Team

Primary Responsibilities

- Public Reporting: Agendas, Minutes, Meeting Dates, Board Resolutions
- Governmental Policy Guidance and Reporting
- Legal Liaison
- Budgeting and Financial Reporting, including External Audit Management
- Assistance with all Agreements, RFPs and Grant Applications
- Accounting and Bookkeeping services
- Official Custodian of Records

New 2023 added Responsibilities

- Day-to-day Community Operations (Landscaping, Repairs & Maintenance)
- Communications with Service Providers, Lodge Management
- Project Execution and Follow-up



Kevin Walker
President of WSDM



Rebecca Harris
District Manager

WSDM - Contact Information

Phone: 719-447-1777

Email: Rebecca.H@wsdistricts.co

Website: wsdistricts.co



Who Does What?

Metro District Services Include:

- ◇ **Operations and maintenance of the common areas**, landscaping, medians, ponds, trails (in conjunction with El Paso County), mailbox area, and Vessey storage shed
- ◇ **Lodge Operations**; interior and exterior maintenance including landscaping, parking, and snow removal; Lodge rentals, financial performance and capital improvements
- ◇ **Repayment of bonds** for initial infrastructure and improvements with property tax revenue
- ◇ Secondary responsibility for **snow removal** on Cathedral Pines (first pass)
- ◇ Metro District **budget management and bill payment**
- ◇ **Manage insurances** for Property & Liability, as well as Board of Directors coverage
- ◇ **All Metro District tasks consolidated under WSDM – District Managers** effective this January 1, improving communication and reducing management costs

Who Does What?

Homeowners Association Services Include:

- ◇ Community Activities, including Social, Forestry Health, and Conducting Annual Homeowners Association Meeting
- ◇ HOA Budget Management/Assessment Collection
 - ◇ Invoice verification/monthly financial reporting
 - ◇ Trash Collection Management
- ◇ Community Governance/Covenant Resolution
 - ◇ Fine/Lien Authority
- ◇ Architectural Control Committee
- ◇ Water Augmentation Plan Monitoring, including collection of well readings for the State Water District
(Due annually each October 31st)
- ◇ Insurance for Liability, Directors & Officers; and Property for Monuments

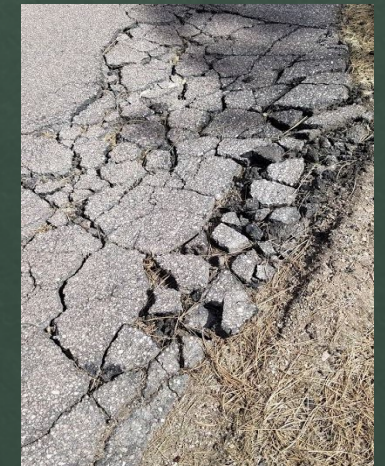
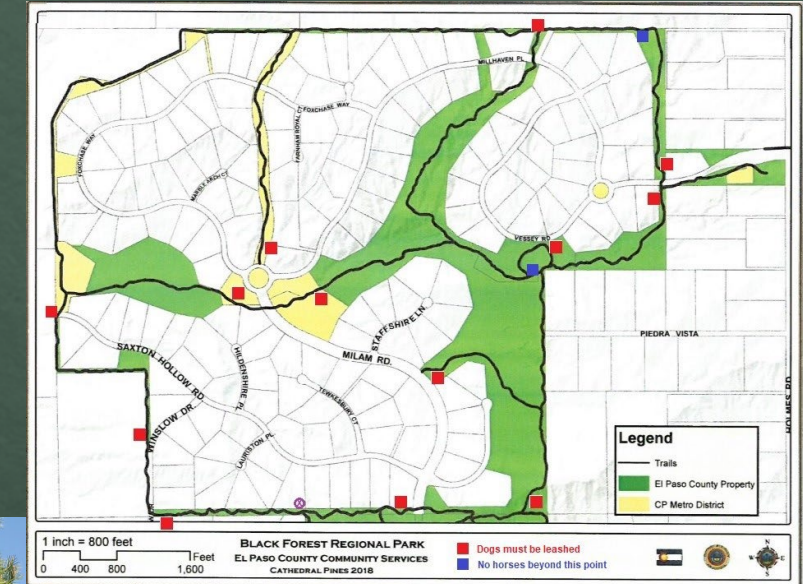
portal.warrenmgmt.com



Who Does What?

El Paso County is responsible for:

- ◆ Roads – Repairs and Maintenance
- ◆ Curbs/Gutters- Repairs and Maintenance
- ◆ Trail System Repairs and Maintenance (in conjunction with Metro District)
- ◆ Weed Control Along Right of Ways
- ◆ Drainage Along Right of Ways
- ◆ Primary Responsibility for Snow Removal on CP roads
- ◆ Weed Control on County Properties



2022 Metro District Accomplishments

◆ Landscaping

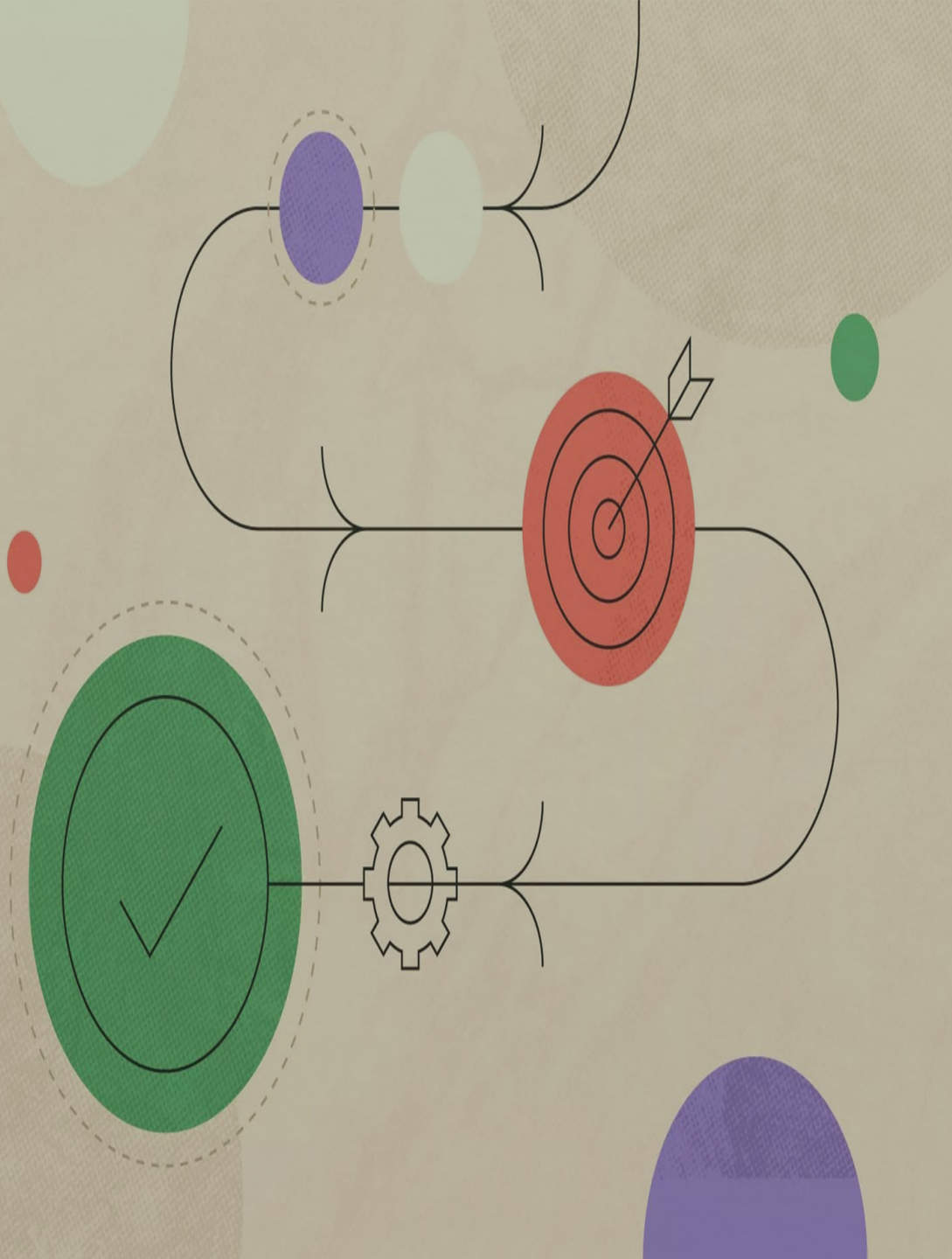
- Expanded areas of mowing
 - Roadsides
 - Lower Vessey Pond Area
 - NE area adjacent to Flying Horse North
- Development of Long-Term Landscaping Plan approved by residents in Spring survey
- Based upon community survey, developed irrigation system replacement plan; solicited bids and vetted contractors
- Roundabouts clean-up
- Assumption of full responsibility for both Spring & Fall chipping program
- Winslow entrance clean-up
- Tree trimming along Milam Road



2023 Metro District Objectives

◆ Landscaping

- Implement first phase of long-term landscaping plan per Spring 2022 resident survey
- Award contract for replacing Milam irrigation; oversee completion of project
- Replace shrubs on Milam with native, less water-dependent varieties
- Develop roadside seedling mitigation program
- Continue sponsorship of semi-annual chipping program
- Develop mistletoe abatement program
- Assume management of all three entrance monuments from HOA



2022 Metro District Accomplishments

◆ Trails and Maintenance

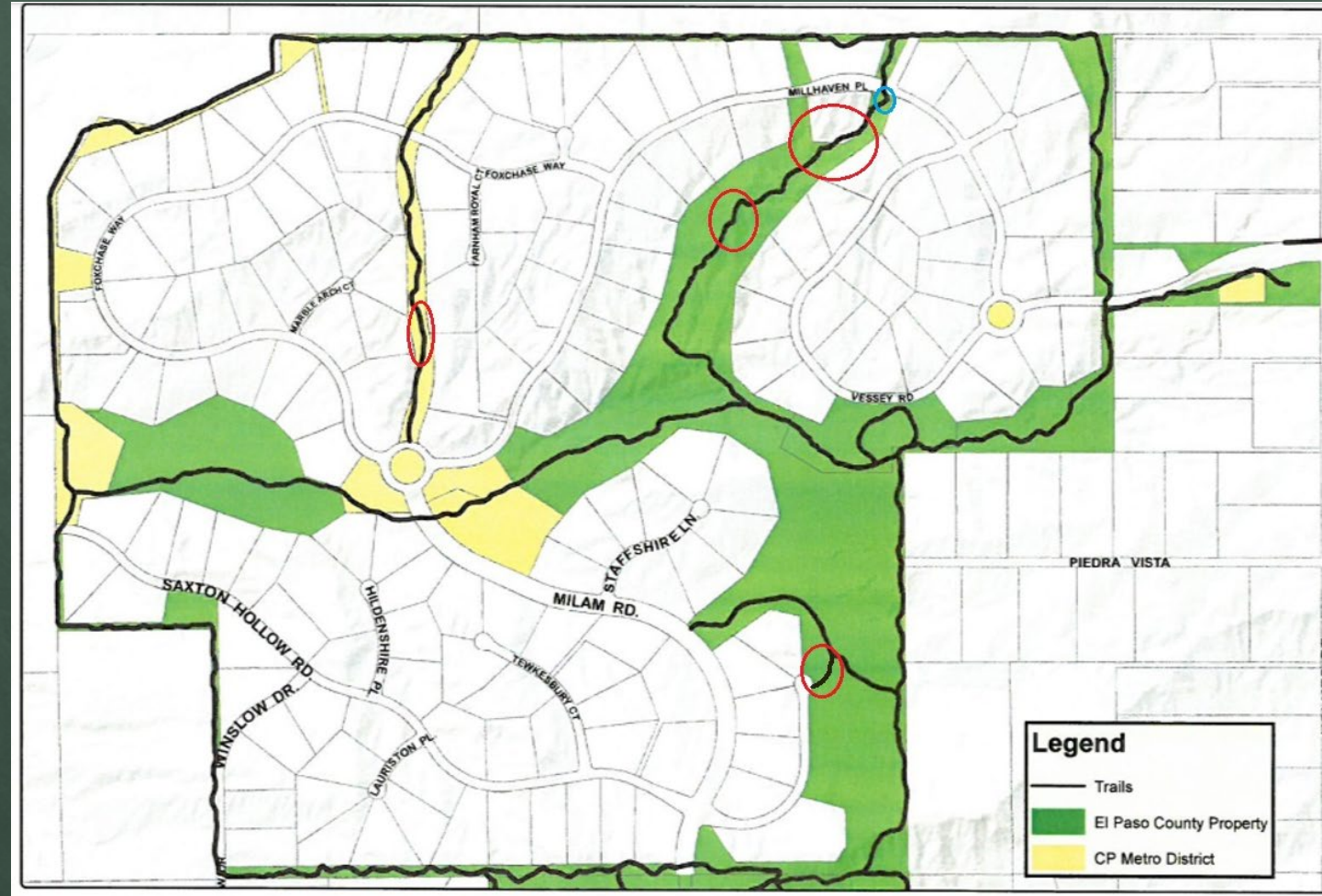
- Three re-routes on interior trails
- Created a new connecting trail from Saxton Hollow East
- Weed Reduction north of Vessey
- Removed dead trees
- Repaired inflow of water to lower Milam pond to restore water levels



2023 Metro District Objectives

◆ Trails and Maintenance

- Erosion repair south of Millhaven
- Erosion and weather maintenance
- Remove cattails from the top of the north water feature
- Repair lower Milam pond liner
- Remove dead trees near the barn



2023 Metro District Accomplishments

◆ Lodge Operations

- Interviewed and hired new Lodge Management Company (VenQ) in February '22
- Conducted mid-year open house for suppliers, renters
- Developed marketing plan for 2023 implementation
- Held late-year open house for Colorado Springs Chamber of Commerce
- Causes of bookings shortfall vs. budget;
 - Management change early in year
 - Transition out of COVID
 - Bookings take place year in advance
(result of 2022 bookings seen in 2023)
 - Phone communications issues

(continued)



2022 Metro District Accomplishments

◆ Lodge Improvements

- Replaced flooring
- Resealed exterior wood
- Removed entrance wall; installed new countertop
- Installed patio lights on rear patio
- Purchased new chairs to replace plastic
- Replaced broken ice machine with like-new
- Replaced security and fire alarm systems
- Upgraded audio system within Lodge
- Sold kitchen appliances and plastic chairs; proceeds returned to budget



2022 Lodge Community Usage Recap*

◆ Metro Board Meetings	10
◆ Support for HOA Events:	
➤ HOA Governance Meetings	11
➤ HOA/ACC Board Meetings	18
➤ Joint Comm. Engagement	5
➤ HOA Poker Night	5
➤ HOA Bunko	7
➤ HOA Family Movie Night	1
➤ Recycling Event	1
➤ Trick or Treat Event	1
◆ Resident Private Events	15
◆ Resident-Sponsored Comm. Events	4



2023 Metro District Objectives

◆ Lodge Operational Objectives

- Develop New Lodge Management Plan; division of responsibilities:
 - Bookings Manager
 - Hire External Professional Marketing Company
- Implement Management Improvement Plan
- Expand Marketing Plan to Include Business/Retreats
- Complete installation of new audio system on rear deck (noise suppressed for neighbors)
- Install seasonal decorations to coordinate with HOA

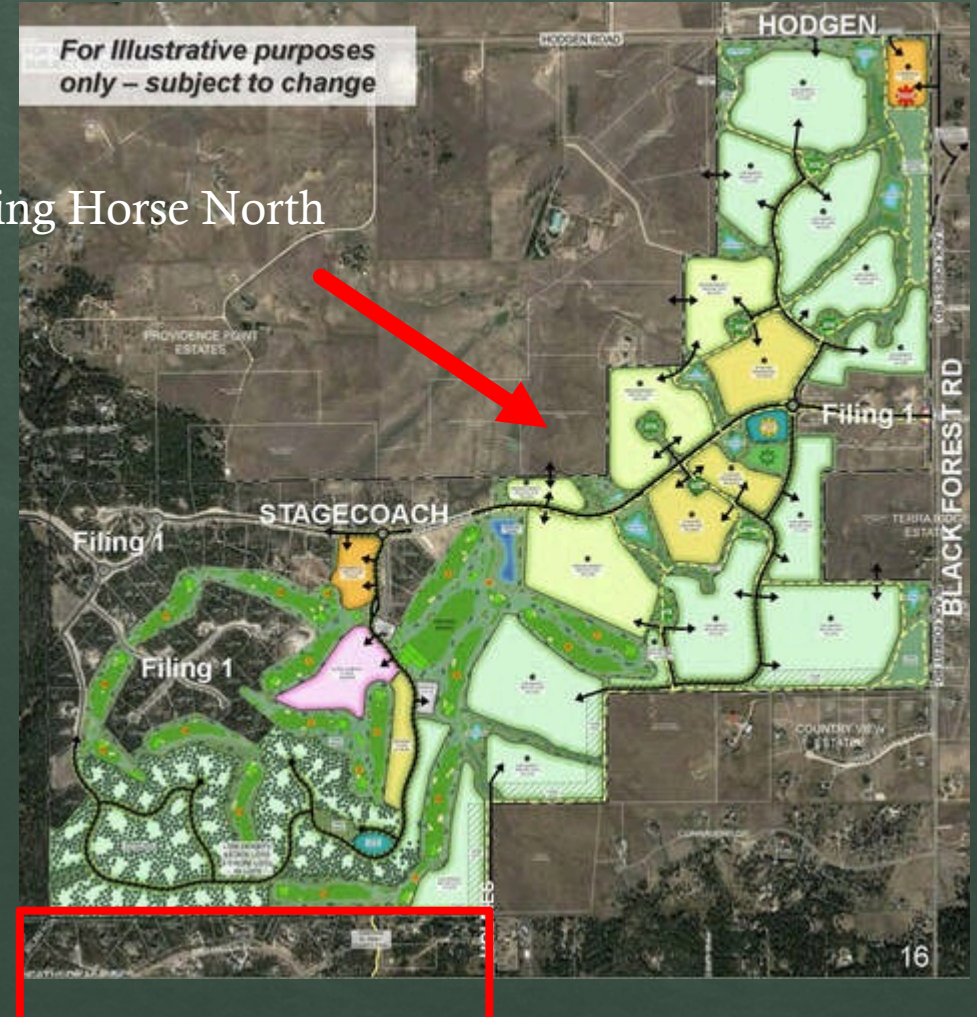


2022 Metro District Accomplishments

◆ Nearby Community Issues

- Flying Horse North
 - Approved sketch plan
 - Average density of 0.9 acres per residence
 - 225 Room luxury hotel with 50 golf casitas/flats
 - Communication and Representation Before County
 - Planning Commission Presentation
 - Board of County Commissioners Presentation
 - Adjacent Community Meetings
- Monitored development of The Estates at Cathedral Pines

Flying Horse North

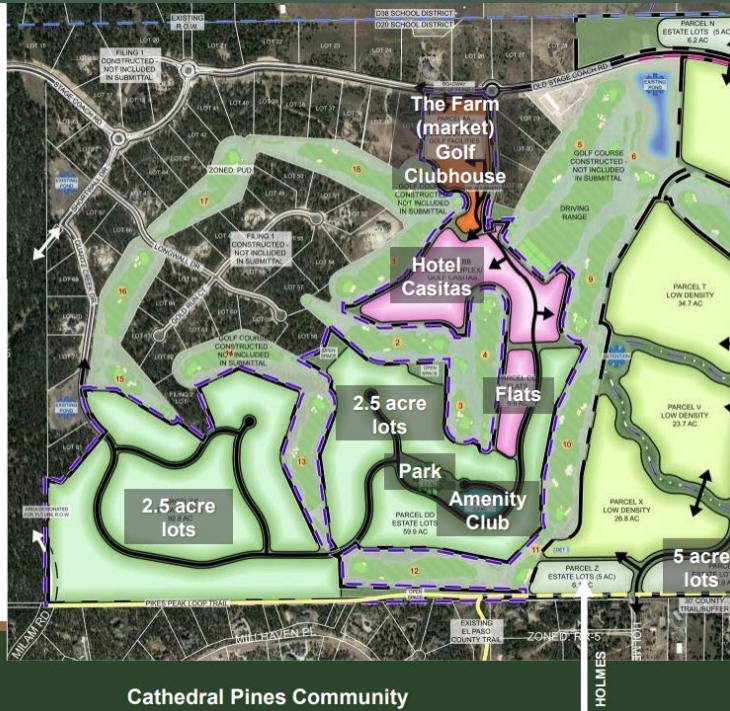
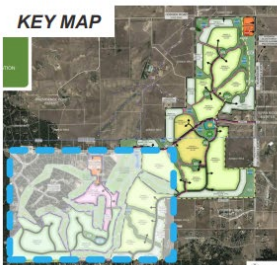


2023 Metro District Objectives

SOUTHWEST AREA

- New Golf Clubhouse
- Luxury resort hotel & casitas
- Branded Flats
- Estate Amenity Club
- 2.5 acre lots adjacent to Cathedral Pines
- 5 acre lots along southeast perimeter

KEY MAP



◆ Continue to Advocate Responsible Development of Flying Horse North

- Provide opposing presentations at all future county hearings
- Continue to press for average density of 2.5 acres per house
- Responsible use of water resources
- Adequate traffic controls

◆ Estates at Cathedral Pines

- 35 Acre parcel west of Winslow, south of Saxton Hollow
- Total of 8 lots, each 4.25 acres
- Average size of homes between 6,500 sf – 10,000 sf
- Prices between \$4 - \$7 Million, including lot and full landscape package
- Gifting easement on east side of development to continue Black Forest Regional Trail System
- Presale of lots to begin in the next 60 days
- Ground-breaking for infrastructure as early as June 2023

Presented at their September 2022 Presentation

https://www.flyinghorsecolorado.com/uploads/1/0/5/2/105273605/neighborhood_meeting-9-8-22_final.pdf



Long Term Strategic Issues for Our Community

Major Issues Facing the Community

- Lack of investment in environment and aesthetics to maintain upscale environment
- Implications of irrigation system failure
- Deterioration of ponds on lower Vessey from original condition
- Road conditions deteriorating
- Impact of traffic changes due to nearby developments/effects on entrances into community
- **Key Question: What do we want our community to look like 10-20 years from now?**





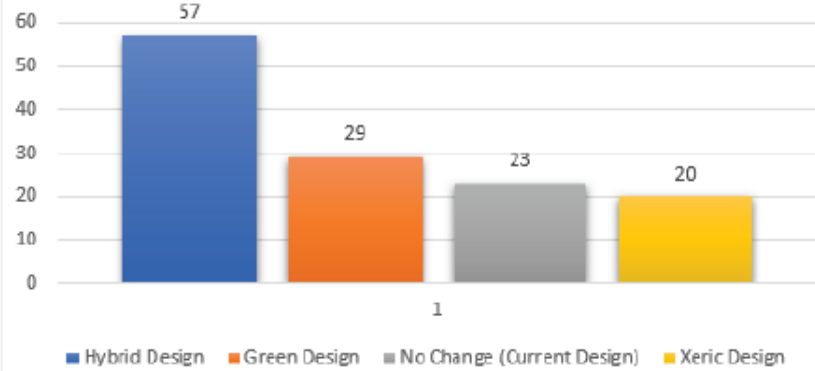
Long Term Strategic Issues for Our Community

The Process

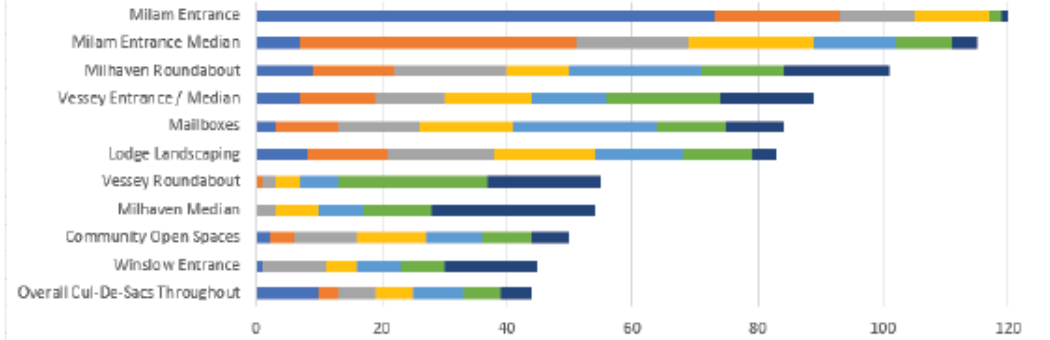
- Preliminary Landscape Design Plan options presented at 2022 Annual Meeting for community feedback and voted upon by residents in Spring 2022 survey
- Options presented included areas of primary focus, projects to be pursued, and what type of landscaping design (i.e., “green,” hybrid, or xeric) was desired for future landscape implementation
- Electronic survey designed and executed by Landscape Design Consultants Kimley-Horn



WHICH DESIGN LEVEL DO YOU PREFER FOR THE COMMUNITY?

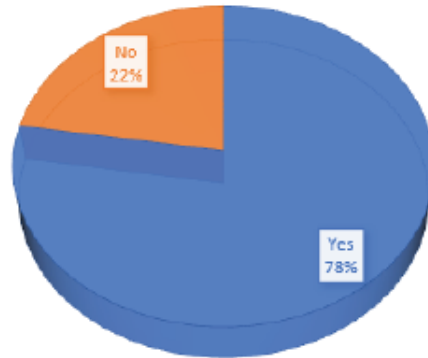


RANK THE MOST IMPORTANT AREAS FOR UPDATES AND IMPROVEMENTS BY CLICKING AND DRAGGING THE AREAS IN ORDER FROM MOST IMPORTANT AT THE TOP AND LEAST IMPORTANT AT THE BOTTOM

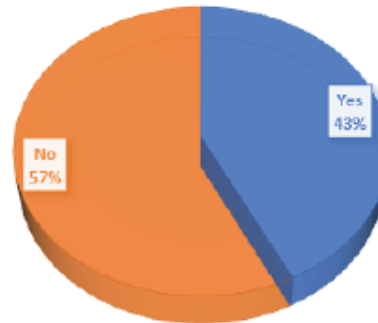


	Milam Entrance	Milam Entrance Median	Milhaven Roundabout	Vessey Entrance / Median	Mailboxes	Lodge Landscaping	Vessey Roundabout	Milhaven Median	Community Open Spaces	Winslow Entrance	Overall Cul-De-Sacs Throughout
Rank 1	73	7	9	7	3	8	0	0	2	1	10
Rank 2	20	44	13	12	10	13	1	0	4	0	3
Rank 3	12	18	18	11	13	17	2	3	10	10	6
Rank 4	12	20	10	14	15	16	4	7	11	5	6
Rank 5	0	13	21	12	23	14	6	7	9	7	8
Rank 6	2	9	10	18	11	11	24	11	8	7	6
Rank 7	1	4	1	15	9	4	18	26	6	15	5

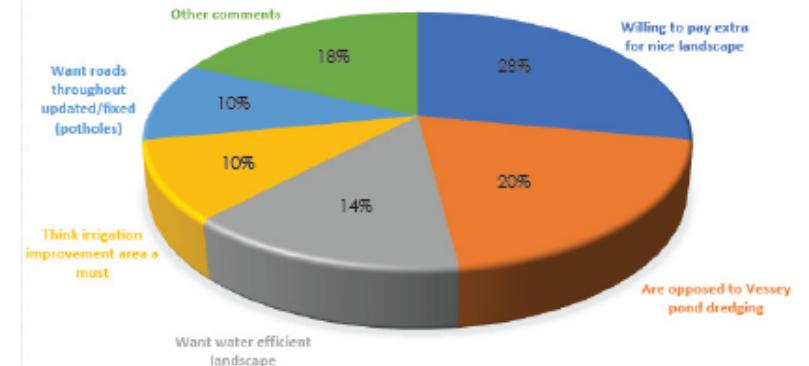
DO YOU WANT TO PRIORITIZE DESIGNING AND INSTALLING A NEW IRRIGATION SYSTEM TO ASSIST WITH UPDATING THE LANDSCAPE AND COMMUNITY APPEARANCE?



DO YOU THINK WE SHOULD PRIORITIZE THE DREDGING OF THE VESSEY PONDS FOR A COST OF \$40,000?



OTHER COMMENTS FROM RESIDENTS

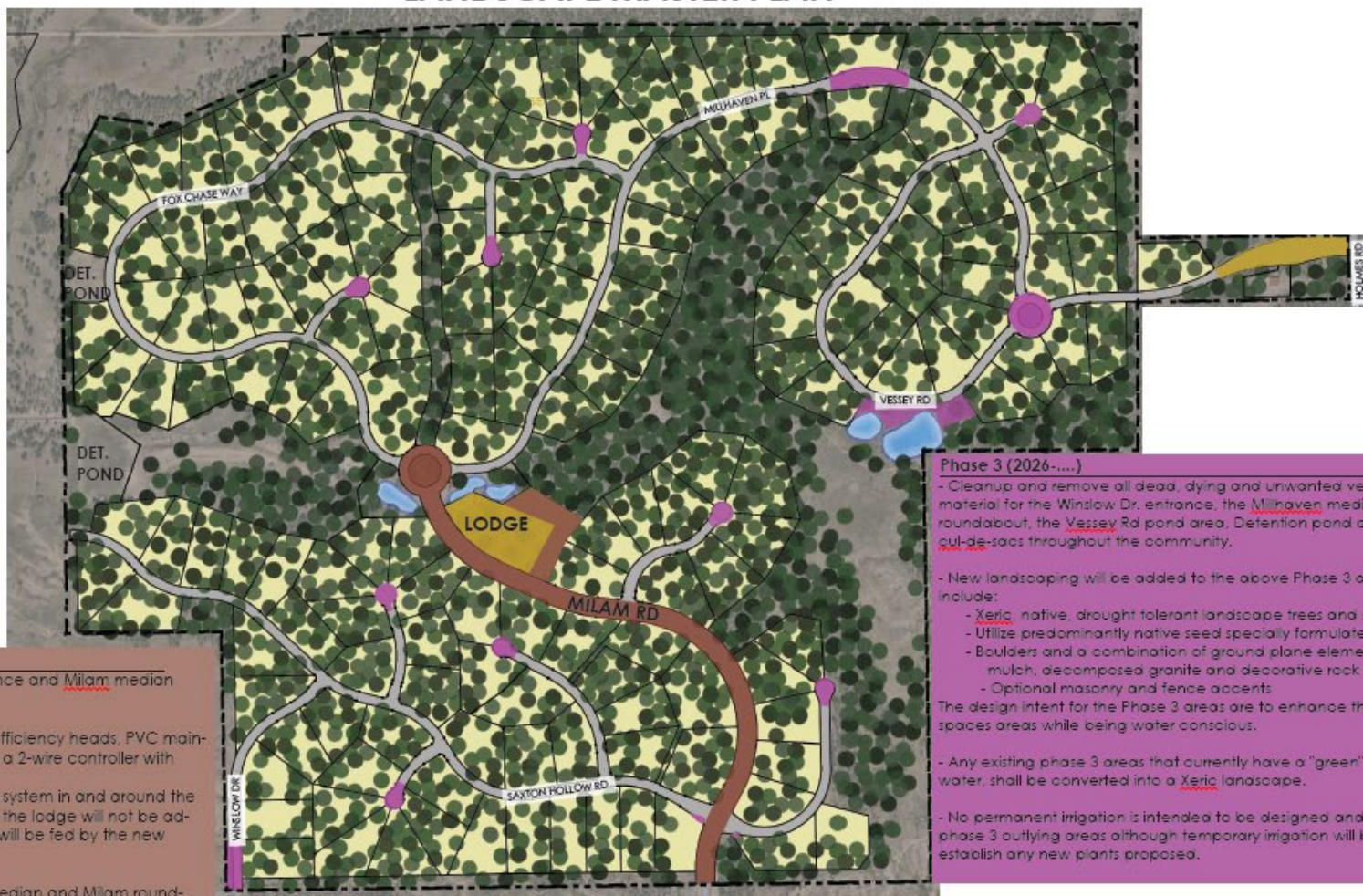


Survey Conclusions



October 2022

CATHEDRAL PINES COMMUNITY LANDSCAPE MASTER PLAN



Phase 1 (2022-2024)

- Design and install new irrigation for the Milam entrance and Milam median from Saxton Hollow to roundabout.
 - New Point of Connection
 - New Equipment such as backflow, new high efficiency heads, PVC mainline and laterals, permanent sleeves, new valves and a 2-wire controller with bluetooth connectivity.

This new irrigation system will connect to the existing system in and around the Lodge grounds. The irrigation and landscape around the lodge will not be addressed until phase 2 but the Lodge irrigation system will be fed by the new Milam Rd irrigation system.

- Design and install new landscaping for the Milam median and Milam roundabout that focuses on enhanced landscape for a sense of entry. The new landscape shall have a combination of elements such as:

- Canopy & Ornamental Flowering Trees
- Shrub and Perennial groupings for color and an up-scale feel
- Combination of native seed and manicured sod
- Large decorative boulders
- Combination of wood mulch, decomposed granite and decorative rock mulch
- Optional Masonry and low fence accents
- Optional Public Art

The design intent for this Phase 1 is to create a "green" landscape design that is heavier landscaping that requires heavier water use to dress-up the main entrance to Cathedral Pines for residents and visitors alike.

- Overall cleanup and maintenance of the Milam roundabout development sign area, road edge & right-of-way (ROW).

Phase 2 (2024-2026)

- New designed landscaping for the Lodge and its grounds including:

- The Lodge parking lot, the nature walk, photo area, and upper pond and water fall area.
- Potential expanded patio and outdoor plaza for the lodge that could include decorative lighting, roof, and decorative concrete.
- New enhanced landscape for the mailbox area concentrating on heavy dense colorful landscape for a welcome celebration to the lodge and screening for the mailboxes.

The design intent for the lodge is to have heavier landscape at and around the mailboxes as you enter the lodge grounds, and around the building focusing on parking and building entrances. As you move away from the building the landscape design is to become more Xeric with lighter landscape and less water use.

- Fully re-designed, re-imagined and installed community entrance at Vessey Rd & Holmes Rd. The design intent for this entrance is to be more park like. Landscape enhancements could be:

- Heavy, dense, colorful landscape at Holmes Rd around and behind the existing monument sign to dress-up and celebrate this entrance into the community.
- Introduce a combination of trees, shrubs and perennials in strategic pods with benches and trails. A combination of native seed and sod with artistic elements to draw people to possibly come and utilize this large median more.

- Expand the new irrigation system to the areas, ensuring they get full efficient coverage the best technology for water savings and maintenance.

Phase 3 (2026-....)

- Cleanup and remove all dead, dying and unwanted vegetation and other material for the Windlow Dr entrance, the Millhaven median, the Vessey Rd roundabout, the Vessey Rd pond area, Detention pond areas and all cul-de-sacs throughout the community.

- New landscaping will be added to the above Phase 3 areas which include:

- Xeric, native, drought tolerant landscape trees and shrubs.
- Utilize predominantly native seed specially formulated for the Black Forest.
- Boulders and a combination of ground plane elements such as wood mulch, decomposed granite and decorative rock mulch.
- Optional masonry and fence accents

The design intent for the Phase 3 areas are to enhance these community open spaces areas while being water conscious.

- Any existing phase 3 areas that currently have a "green" design and utilize water, shall be converted into a Xeric landscape.

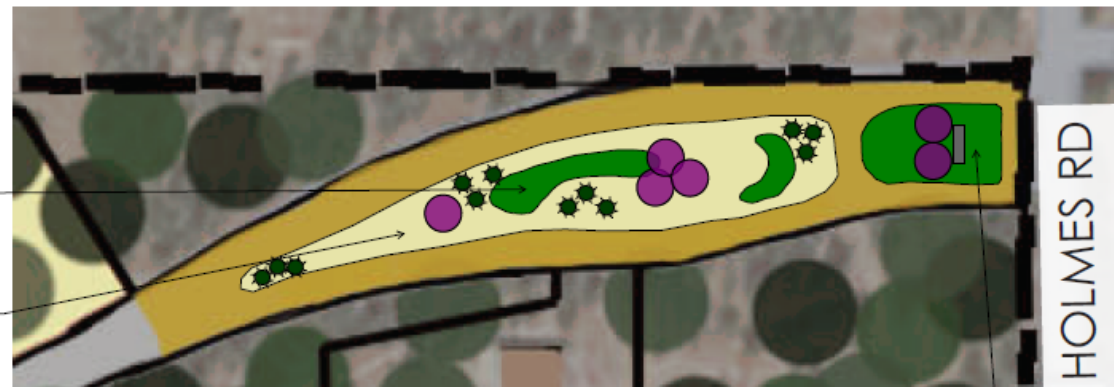
- No permanent irrigation is intended to be designed and/or installed for these phase 3 outlying areas although temporary irrigation will be necessary to establish any new plants proposed.

EXISTING TREES TO REMAIN,
CLEANUP OF UNDERSTORY WITH
ADDITION OF XERIC PLANTINGS

HEAVY GREEN LANDSCAPE
AROUND EXISTING MONUMENT
SIGN, LOTS OF COLOR TO
PROVIDE AN ENTRY CELEBRATION

AREA TO INCLUDE A
COMBINATION OF TREES, SHRUBS
AND PERENNIALS IN STRATEGIC
PODS WITH BENCHES AND TRAILS.
A COMBINATION OF NATIVE SEED
AND SOD WITH ARTISTIC
ELEMENTS POSSIBLY ADDED.

UTILIZE AS MUCH EXISTING
VEGETATION AS POSSIBLE,
SECTIONS OF HEAVIER
PLANTING BUT PRIMARILY XERIC
WITH LIGHTLY STRATEGICALLY
IRRIGATED AREAS



PHASE 2 (VESSEY RD) ENLARGEMENT

HEAVY GREEN LANDSCAPE
AROUND EXISTING MONUMENT
SIGN, LOTS OF COLOR,
INTRODUCTION OF FLOWERING
DECIDUOUS TREES TO PROVIDE A
SENSE OF ENTRY

XERIC LANDSCAPE AS YOU
MOVE FURTHER AWAY FROM
LODGE AND AROUND PERIMETER
OF LODGE GROUNDS



PHASE 2 (LODGE) ENLARGEMENT

HEAVY LANDSCAPE AROUND
LODGE ENTRY AND PATIO
AREA, AND PARKING ISLANDS
TO PROVIDE A LUSH GREEN
EXPERIENCE FOR VISITORS

HEAVY GREEN LANDSCAPE
AROUND MAILBOXES FOR A
SENSE OF ENTRY AND
SCREENING FROM STREET AND
RESIDENTS

POSSIBLE INTRODUCTION OF
FLOWERING DECIDUOUS
ORNAMENTAL TREES

UTILIZE AS MUCH EXISTING
VEGETATION AS POSSIBLE,
SECTIONS OF HEAVIER
PLANTING AND IRRIGATED SOD

SMALL SECTIONS OF IRRIGATED
NATIVE GRASS WITH BOULDERS
AND POSSIBLE ART ACCENTS

SECTIONS OF DENSE XERIC
SHRUBS WITH DECORATIVE
STONE, BOULDERS AND POSSIBLE
ART AND MASONRY ACCENTS

ISLAND TO BE CONVERTED TO
XERIC AS PART OF PHASE 3

HEAVY GREEN LANDSCAPE
AROUND EXISTING MONUMENT
SIGN, LOTS OF COLOR TO
PROVIDE A GRAND ENTRY

DENSE XERIC SHRUBS WITH
DECORATIVE STONE, BOULDERS,
POSSIBLE ART AND MASONRY
ACCENTS

PHASE 1 (MILAM RD) ENLARGEMENT

NOTE:
ENLARGEMENTS ARE SHOWN FOR
CONCEPTUAL PURPOSES ONLY. AREAS
OF LANDSCAPE AND CALLOUTS ARE
SCHEMATIC IN NATURE AND ARE NOT
INTENDED TO BE CONSTRUCTION
DOCUMENTS.

Long Term Strategic Issues for Our Community



Status of Irrigation System Update

- Technical Specifications developed and RFPs sent September 2022 to 7 potential bidders with November 1 deadline for submission
 - As of November 1, 2022 only 2 bids received
- Bidding period extended through February 15, 2023, with 3 additional contractors solicited (10 in total)
- No additional bids received due to:
 - Complexity of project
 - Lack of labor force to execute
 - Prior commitments to other major projects
- Two viable bidders considered by Board
- \$200,000 allocated for project in 2023 approved budget
- Metro Board has applied for \$25,000 State grant to facilitate replacement; decision on grant to be made in April 2023

Long Term Strategic Issues for Our Community

Benefits of Replacing Current Irrigation System

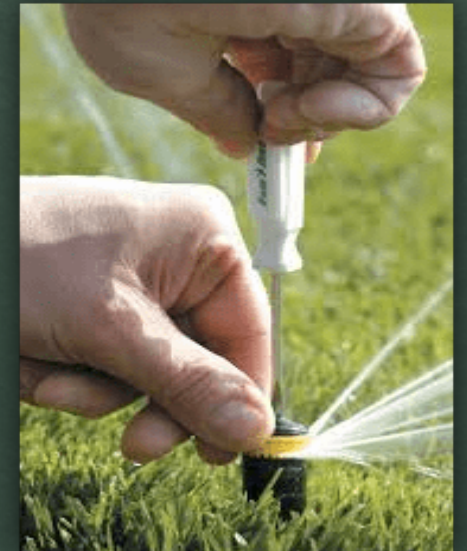
- Current system has frequent leaks/breakdowns, inefficiently uses water and does not adequately support planted growth
- Reduces ever-increasing repair costs
- New system maintains green entry into community
- Much more efficient technology now available
 - Wind/rainfall sensors adjust watering levels
 - Centrally programmable
 - Modular; can be expanded for future needs
 - Replaces broken underground lines



Long Term Strategic Issues for Our Community

Cost of Replacing Current System

- Existing system will be completely abandoned
- Projected Project Cost: \$200,000-\$250,000
- Contractor To Be Selected By March 20
- Start Date: May 2023 (depending upon weather)
- Anticipated Completion Date: August 2023
- Financing: None required
- Objective: No additional fees, borrowing or assessments required to replace system



2023 Metro District Election Process - – Rebecca Harris (Walker-Schooler)

Metro Board Openings in 2023

- Due to changes in State Election Laws and a move to rotating terms, 2 CP Metro District Board seats are open for election this May for 4-yr. terms
- Self-nomination forms are available online at <https://cathedralpinesmd.colorado.gov/elections-0>
- Important Deadline:
 - Self-Nomination forms are due **February 24, 2023**
 - Write-in Candidate Deadline is **February 27, 2023, by 5:00pm**
 - Notice of Cancellation (if applicable) is **February 28, 2023**
 - Election (if applicable) is **May 2, 2023**
- Election Process overseen by Teak Simonton, our Designated Election Official (DEO)
- Requirements to run for Metro District Board Seat are (defined as Eligible Elector):
 - ✓ Registered to Vote in Colorado AND either;
 - Resident of the District, or
 - The owner (or spouse of the owner) of taxable real or personal property situated in the District
 - ✓ Non-compensated position
 - ✓ Normally requires 15-20 hr. commitment/month

Current Status of Election:

Self Nominations received: 4

Seats up for Election: 2

2023 Metro District Election Process

– Rebecca Harris



❑ **Cost of an Election:**

- ✓ If the same number of nominations are received for the number of seats available, the Election can be cancelled, and those Nominees are elected to the open seats at the May Board meeting
- ✓ If more nominations are received than seats available, the Election will be held May 2, 2023 via El Paso County mail-in ballots sent to all registered voters in community
- ✓ Based upon election results, the two candidates receiving the highest number of votes will be seated at the May Metro Board meeting
- ✓ **An election cost for Cathedral Pines Metro District are estimated to be \$25,000-30,000** to compensate required Designated Election Official and judges, necessary legal counsel guidance, and materials to hold an election (ballots, postage, etc.)
- ✓ Cathedral Pines has included the anticipated cost in the adopted 2023 budget

2022 Metro District Accomplishments

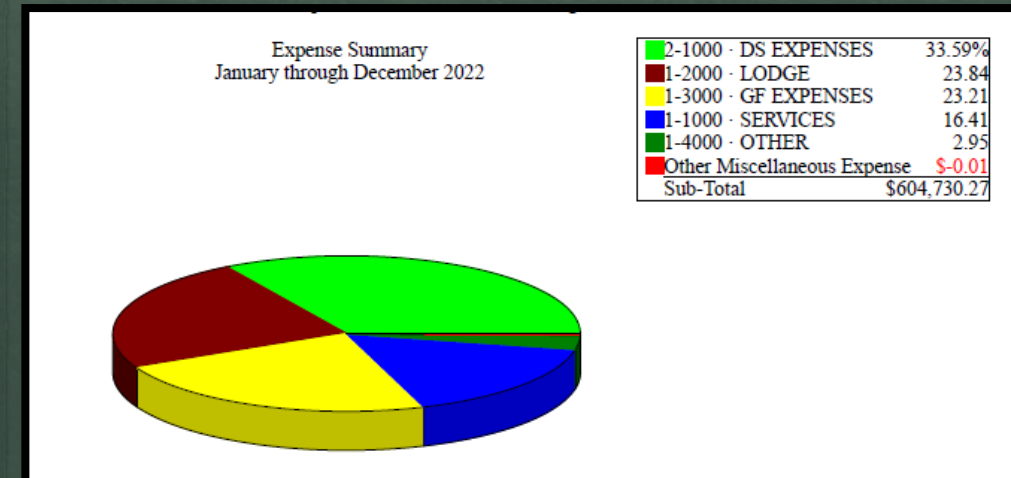
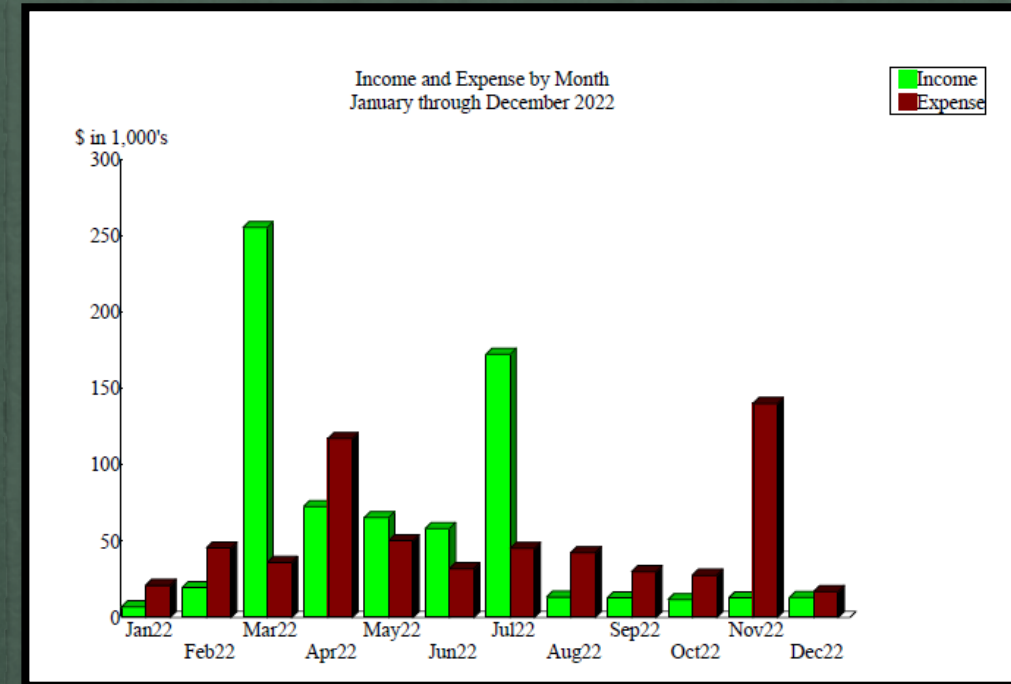
◇ Financial Performance

- * Minimize impact of unexpected expenses

Board Election

Irrigation System Breakdowns

- * Manage shortfall in projected Lodge rentals by reducing expenses
- * Continue to build Contingency and Reserve Funds
- * Fund Lodge improvements through operating budget
- * Maintain Mill Levy
- * Pursue FEMA Claim



	2022 Approved Budget	2022 Actuals	2023 Approved Budget
General Fund Revenue			
Property Taxes	292,867	292,867	288,218
Lodge Rentals	75,000	52,000	115,000
FEMA Funds	20,000	0	20,000
Other Revenue	50,998	61,563	50,551
Total Revenue	438,865	406,430	473,769
General Fund Expenses			
Professional Services	106,555	94,545	105,215
Lodge Operations	177,800	156,418	114,000
Management	42,000	63,357	34,500
Capital Improvements	60,000	43,459	5,000
	(continued)		

**Unaudited Financials*

	2022 Approved Budget	2022 Actuals	2023 Approved Budget
General Fund Expenses (con't)			
Landscape Maintenance	45,000	54,631	50,000
Repairs and Maintenance	25,000	28,000	30,000
Irrigation System Replacement	-	-	200,000
Board Election	10,000	28,800	25,000
Other Expenses	81,393	44,346	66,323
Total General Fund Expenses	445,748	406,740	590,538
Capital Reserve Cont.	25,000	50,000	50,000
General Fund Beg. Balance	282,139	270,240	219,929
General Fund Ending Balance	250,256	219,929	53,160

**Unaudited Financials*

	2022 Approved Budget	2022 Actuals	2023 Approved Budget
Debt Service Fund Beg. Balance	184,780	122,635	123,427
Debt Service Fund Revenue	292,867	296,940	289,718
Debt Service Expenditures	297,650	296,148	298,473
Debt Service Ending Balance	179,997	123,427	114,672
Assessed Valuation	15,414,060	15,414,060	15,169,380
Mill Levy	19.0	19.0	19.0

2023 Metro Board Financial Objectives


◆ Financial Objectives

- Improve financial performance of Lodge
- Explore Special District Infrastructure Grants (part of HB 22-1151)
- Maintain Mill Levy for 2023
- Fully fund irrigation system replacement out of operating funds
- Manage Capital Spending plan
- Collect outstanding FEMA Claim (+/- \$50,000)
- Continue to strengthen Contingency and Reserve funds



Conclusion

- This Board's goal is to make decisions that it feels are in the best interest of the community, based upon resident feedback, economic considerations, and additional research that guides those decisions
- Are there areas of concern that you would like us to pursue that we are not?
- Please sign up on our new Metro District e-mail list before leaving. You will receive our monthly newsletter, relevant Metro District announcements, and community surveys seeking your feedback



Questions and Answers with our Homeowners





34090 Pine Ridge Circle
Elizabeth, CO 80107
Phone: 303.248.6294
Web: 101Landscaping.com

Attn. Jamie Adams

Cathedral Pines Metro District Irrigation Project

Scope of work; To install new irrigation system approximately 3000 ft long trough medians in main entrance. Irrigation system will consist of 2" mainline reducing to 1" lateral lines and drip irrigation. see attached email for full list of parts and products that will be used for project. 3" sleeves will be bored and installed under road where needed. All permits if needed by county or state will be a separate cost paid by clients of Cathedral pines. All damage to turf caused by trenching will be a separate cost see below for details. 101Design will not be responsible for any damage to trees caused by trenching.

Cost breakdown of irrigation install project

Materials Equipment and machinery needed \$62,000.00

Disposal fees and fuel \$7500

Labor \$96,000.00

Total \$165,000.00

Cost breakdown for new sod installation

Tear out and hauling \$12,000.00

Soil prep and new sod installation \$52,000.00

Total \$63,000.00

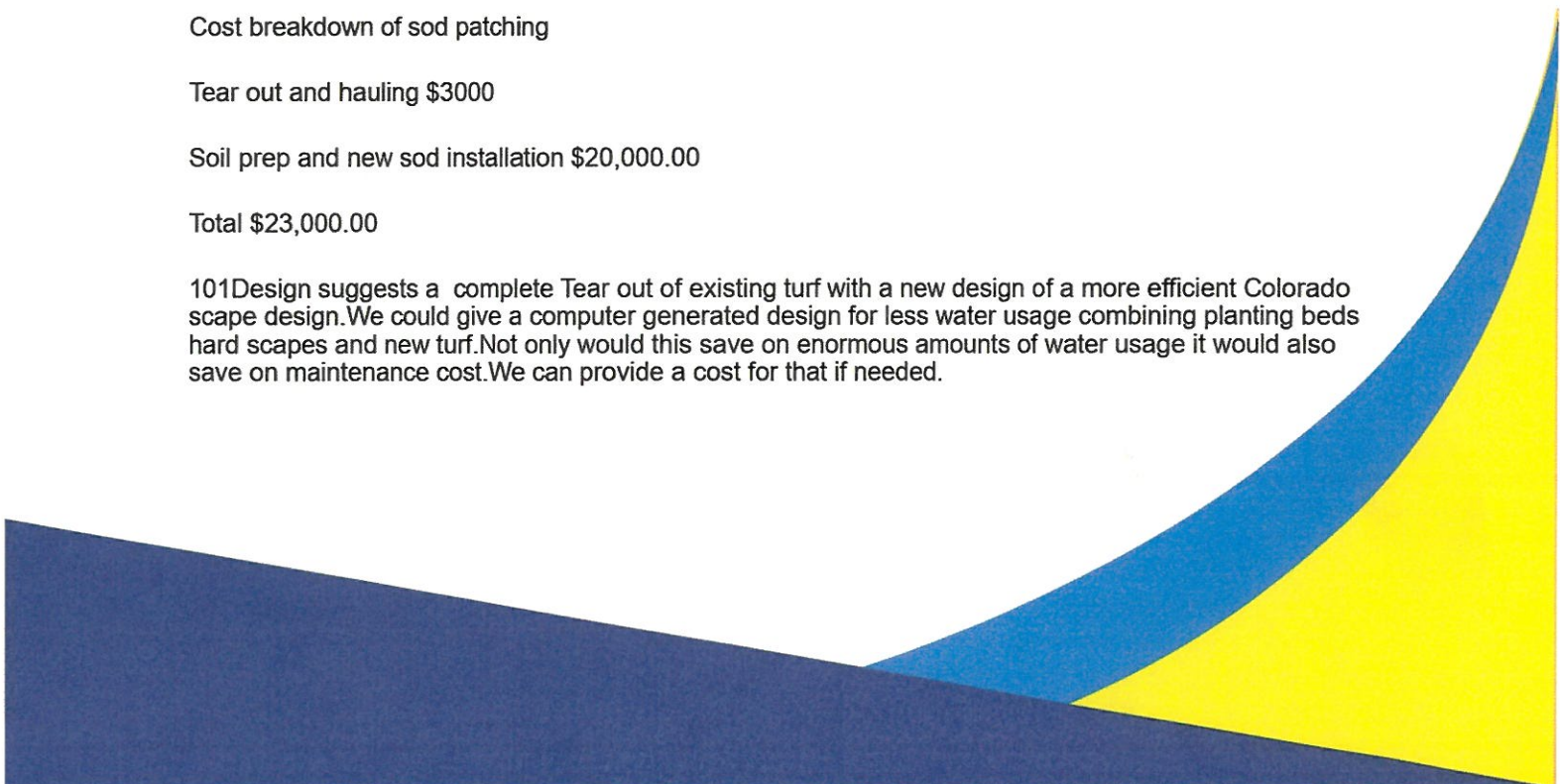
Cost breakdown of sod patching

Tear out and hauling \$3000

Soil prep and new sod installation \$20,000.00

Total \$23,000.00

101Design suggests a complete Tear out of existing turf with a new design of a more efficient Colorado scape design. We could give a computer generated design for less water usage combining planting beds hard scapes and new turf. Not only would this save on enormous amounts of water usage it would also save on maintenance cost. We can provide a cost for that if needed.



101 Design thanks you for your business





Proposal

Customer: Walker-Schooler District Managers
Attention: **Rebecca Harris**
Project Name: Cathedral Pines – Irrigation Renovation
Project Location: Milam Median: Saxton Hollow Rd. to Millhaven Pl./Fox Chase Way Roundabout.,
Colorado Springs, CO 80908
Designer: John Butters, CID
Proposal Date: January 16, 2023

Timberline proposes:

Contract Price: **\$ 230,861.00**

Scope:

POC/Controller: Excavate on West side of Meter Pit to tie onto supply line. Connect mainline. Assumed connection is a PVC connection. Add a breaker to the electrical panel for irrigation controller. Install 1 Rainbird ESP-LXIVM controller on concrete pad with cabinet/pedestal and wireless rain/freeze sensor.

Sleeving: 190 lf -Bore 6" pipe from Southeast corner of Saxton Hollow and Milam through South side median and over to West side median. Bore 6" pipe from West side median over to North side median.

130 lf -For 4 other locations from Roundabout to Staffshire, propose to block off access, saw cut asphalt, trench in sleeves (4" and 2") and compact and patch asphalt.

Mainline: 3,910 lf of 2.5" mainline includes Rainbird 2 Wire system with 8 surge protectors for 2 wire as well as a pressure test.

Valves: 10) ea 1" quick couplers, 7) ea 2.5" isolation valves at asphalt crossings and for lower pond fill.

26) ea 1.5" Rainbird Control valves for turf and seed areas and 6) ea 1" drip control valves for planter bed areas. Control valves include PRS Dial on each valve to regulate pressure.

Laterals: 6,700 lf of various 1.5" and 1" pipe for all seed and sod zones.

Heads: 325 Rainbird 3504 with MPR nozzles for sod areas and 15 Rainbird 5006 with MPR nozzles for seed areas.

Drip: Run new 3/4" drip pipe with all fittings and emitters and flush boxes.

Sod Repair: Soil Prep (30 CY of compost and 15 Tons of screened topsoil), grade and cultivate, and install up to 21,840 sf of Kentucky Bluegrass seed.

Repair mulch and cobble accordingly.

SOD/SEED OPTIONS on MILAM MEDIAN:

- Demo 56,000 sf of Kentucky blue grass with sod cutter, and remove from site. Grade and install new Kentucky Bluegrass sod.....\$58,769.00
- Demo 56,000 sf of Kentucky blue grass with sod cutter, and remove from site. Grade and install new Survivalist Fescue sod.....\$68,918.00
- Spray Kentucky blue grass with glyphosate to kill blue grass (2 spray applications) and drill seed into existing blue grass with new Fescue Seed.....\$12,332.00

SOD/SEED OPTIONS on SAXTON HOLLOW MEDIAN:

- Demo 5,750 sf of Kentucky blue grass with sod cutter, and remove from site. Grade and install new Kentucky Bluegrass sod.....\$6,519.00
- Demo 5,750 sf of Kentucky blue grass with sod cutter, and remove from site. Grade and install new Survivalist Fescue sod.....\$7,561.00
- Spray Kentucky blue grass with glyphosate to kill blue grass (2 spray applications) and drill seed into existing blue grass with new Fescue Seed.....\$1,496.00

Terms and Conditions

Net 30 Days

Timberline Landscaping, LLC & its affiliates Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Special Exclusions and Clarifications:

Fill valve at lower pond is 2.5" isolation valve and will not be usable after system is winterized for the season.

Bores included in proposal:

140' from SE corner of Saxton Hollow/Milam through median for mainline connection to median South of intersection and median West of intersection

80' from median West of intersection to main Milam median near sign.

Includes saw cutting and demo of asphalt, trenching for sleeves, and patching asphalt at following locations: (these areas will be temporarily blocked during work)

Milam/Staffshire intersection

700' North/Northwest of Milam/Staffshire intersection

400' South/ Southeast of Roundabout (Median drive section to The Lodge)

South side of the Roundabout to Milam Median.

Valve noted West of Roundabout near Lower pond: this is not included in this proposal

Large Median West of Saxton Hollow/Milam Road is included in this proposal since bore is planned that direction. Since not part of the scope of this project **DEDUCT \$4,987.00** for 2 valves, laterals, heads and drip and sod repair.

Includes irrigation design fee: If not needed for project, **DEDUCT \$3,500.00**

General Provisions:

- For bonding add 2.5%.
- If drawing(s) identified in Plan Log are not stamped approved at time of bid, this Proposal is subject to change. Work will not be started until a stamped set of approved plans is provided to Timberline. Timberline reserves the right to change this Proposal if the drawing(s) identify any items that deviate from the plan set noted in the Plan Log.
- This Proposal does not include Site Erosion Control Plan unless specified above.
- This Proposal is expressly conditioned upon parties entering a subcontract upon terms acceptable to Timberline.
- Access to areas to be landscaped must be clear of cars, other trade equipment, and debris before commencement of work.
- This Proposal does not include supplemental watering during drought conditions and/or seasonal (post winter blowout) conditions.
- Customer is responsible for locating all private utilities within the work areas. Timberline will not be responsible for breaks due to private locates not marked or mismarked.
- This Proposal includes no maintenance period unless specified above. Specific scope of maintenance shall be provided in a separate proposal.
- Irrigation development fees, meter pit and/or copper stub out to be provided by others. Copper stub out is to be 18" above ground or outside of building. Electricity for irrigation controller is to be provided by others.
- All sleeving must be installed before any concrete or asphalt installation.
- Water and electricity must be available before commencement of work.
- Removal, relocation, or protection of existing landscape/irrigation is not included in this Proposal unless specified above.
- Importing or spreading of on-site topsoil is not included in this Proposal unless specified above.
- Grades to be received by Timberline within +/- 1/10ft of finish grades.
- If rock, frost, sub-surface water etc. is encountered, owner will be notified, and work will continue on a time and material basis.
- "Phased" installation is not included in this Proposal unless specified above.
- If any discrepancies exist between scaled drawing and the site layout, actual field measurements shall prevail over construction drawings, specs, and/or contract quantities, which may result in a change to the contract amount because of the discrepancies
- If this is a renovation, there may be unforeseen obstacles or circumstances that could delay or add time and material to the project. If unforeseen obstacles or circumstances arise, extra costs could be incurred for which Customer shall be responsible.
- If the terms in this Proposal are not satisfied, extra costs will occur to accommodate for changes or extra work. If accepted, this Proposal shall be one of the contract documents.

Material Escalation

The Proposal amount has been determined based on the current prices for the component materials and Timberline's Proposal is only valid for thirty (30) days. Material markets are volatile and price increases are expected to occur. Timberline shall use reasonable effort to obtain the materials at the prices upon which its Proposal was determined. If there is an increase in the material prices thirty (30) days after the date of this Proposal exceeding five (5%) of the prices upon which this Proposal was based, Timberline shall be entitled to payment for the additional costs it incurs procuring these materials for the project. Timberline shall provide prompt written notice of any material price escalation. The parties expressly agree that any subcontract executed by them shall contain a material escalation provision consistent with the above which is not subject to a pay-if-paid provision.

Payment Terms:

Net 30

Timberline Landscaping, LLC & its affiliates Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

This Proposal may be withdrawn by Timberline if not accepted in writing within thirty (30) days of the Proposal date. Customer is responsible for any collection costs, including attorney's fees, with and interest at an annual rate of 18% (1.5% per month) on all past due amounts.

Scheduling:

Customer understands that a start date is not and cannot be guaranteed. A scheduling slot will be held for the Customer, and an approximate state date will be provided for reference. However, the start date may change due to cancellations of other projects, additions and/or change orders added to other projects before that slot, inclement weather, and/or other reasons outside of Timberline's control.

Warranty:

This Proposal includes a Warranty for included plant material installed by Timberline for one year from substantial completion of the work. Replacement of plant material is for one time and one time only. Warranty shall not apply if all amounts due under this contract are not paid in full and when due. Some plants carry no Warranty such as annuals, perennials, roses, arborvitae, and a few other varieties. All Turf and non-irrigated seed carry no Warranty. Timberline warranties workmanship and specified materials only. Upon completion of the installation of any plant material, Customer assumes all responsibility for establishment and maintenance. For additional details and/or clarification, see Timberline's Warranty policy, which is incorporated herein by reference.

Plant material installed between November 1st and March 15th will be excluded from Warranty, unless specifically addressed and included in the Scope section above.

Additional Terms and Conditions:

Other Terms: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standards. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the contract amount. Customer is to carry fire, tornado, and other necessary insurance for the protection of their property. Timberline's employees are covered by Worker's Compensation Insurance

Agreement Entered Into By:

CONTRACTOR:

Walker-Schooler District Managers

Name:

Rebecca Harris

Signature:

Date:

TIMBERLINE:

Timberline Landscaping, LLC

Name:

Bernard J. Knappek

Signature:

Date:





Service Agreement Proposal

Date: **20-Feb-23**

PROPOSAL SUBMITTED TO:	WSDM District Managers	PHONE:	719-447-1777 x 103
STREET ADDRESS:	614 N Tejon Street	EMAIL:	rebecca.h@wsdistricts.co
CITY, STATE, ZIP CODE	Colorado Springs CO 80903	JOB NAME:	Cathedral Pines Clubhouse
TO THE ATTENTION OF:	Rebecca Harris	JOB LOCATION:	13977 Milam Road, Colorado Springs

Thank you for the opportunity to provide our quotation for inspection and testing of the fire alarm and sprinkler systems. NFPA 72 requires a maintenance program to be in place for both existing and new fire alarm systems. The attentions pertinent to your fire alarm system are delineated in NFPA-72, Chapter 10, while the frequency for testing is set forth in Table 10.4.2.2. The requirement for detector sensitivity testing are described in Chapter 10.4.3.2. NFPA 25 describes the required test and inspection of water-based sprinkler systems and fire pumps.

NFPA-72-2002, Chapter 10 holds the owner or his designated representative responsible for testing the fire alarm system. Delegation of this testing may be done per Chapter 10.2.2.2. However, a contractual agreement must be in place per Chapter 10.2.2.3.

The following Service and Inspection **Scope of Work** to be accomplished is on the following equipment:
(note, device counts are estimates and may differ slightly from actual)

Control Panel	1	Elevator Recall	0	Extinguishers	4
Subpanels	1	Bell	0	Hydrants	0
Annunciator	0	Remote Test Switch	0	Flow Switch	0
Detectors, Smoke	9	Remote Lamps	0	Tamper Switch	0
Detectors, Duct	1	Manual Pulls	4	Antifreeze Systems	0
Detectors, Heat	2	Horns	0	Kitchen Hood	0
Detectors, Beam	1	Strobes	2	Back Flow Preventer	0
Detectors, Other	0	Horn/Strobes	6	Wet Sprinkler Systems	0
Door Holders/Closers	0	Speakers	0	Dry Sprinkler System	0

Annual Program

Annual Cost: \$ 450.00

Annual Functional Test of Fire Alarm and Fire Sprinkler Systems.
Annual testing of Control Panel batteries including 30 minute discharge, load and specific gravity tests
Annual inspection of systems and test of flow and tamper switches.
Annual testing of Control Panel fuses, interfaced equipment, lamps and LEDs.
Annual inspection of notification devices including horn/strobes.
Annual test of initiating devices including manual pull stations and all detectors.
Excludes individual tenant unit access or unit testing

Includes free training of fire systems with any inspection contract.

Annual Test of Backflow Preventer

Price: \$ -

\$45 per backflow.

Annual Portable Fire Extinguisher Maintenance

Price: \$ 20.00

\$5.00 per extinguisher. \$45.00 Service call applies to this service if NOT done with annual inspections.

Annual Fire Hydrant Testing

Price: N/A

\$75 per backflow.

Annual Central Station Monitoring

Price: Annually \$ 720.00

Monitoring is for central station monitoring. Does not include programming or any additional equipment.

Unless otherwise specified, all work is to be conducted during normal working hours 7:00AM – 4:00PM, - Monday-Friday, excluding holidays. We exclude all work on 110vac circuits, sales tax, recharges, hydrotests and cosmetic repair work. Unless specifically agreed, all repair work and/or replacement of parts will be billed at \$125/hr. Fire Alarm; \$155/hr. Fire Sprinkler during normal working hours. Technician Cost is calculated portal to portal with two (2) hour minimum. Please note our "Terms and Conditions" are hereby included within this proposal.

This Proposal for Service Agreement is good for 30 days.

Thank you once again for the opportunity to provide our quotation. Should you have questions please do not hesitate to contact me.

Yours For Safety,
Meridian Fire and Security LLC

Jordan Johnson

Jordan Johnson

Account Manager

Mobile Phone 719-232-1759

Office (303) 790-2520

jordan.johnson@meridianfire.com

(signature) Title: _____

(printed name) Date: _____



SERVICE AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is in full force until the service is complete according to the terms contained herein and is between Meridian Fire & Security, LLC . (hereinafter written as Company) and

CLIENT: WSDM District Managers
ADDRESS: 614 N Tejon Street
Colorado Springs CO 80903
BILLING ATTN: Rebecca Harris
SYSTEM LOCATION: 13977 Milam Road, Colorado Springs

1. SERVICE OF THE SYSTEM: The Client agrees to purchase and Company agrees to provide service without liability and not as an insurer, as described herein, services for the purpose of maintaining, Client's fire protection system(s) in accordance with the terms and conditions of this agreement.

2. TERM AND RENEWAL OF AGREEMENT: Customer agrees and acknowledges that this Agreement shall run for one (1) year from the date of acceptance by Company unless terminated as provided herein. Thereafter, this agreement shall automatically continue in effect from year to year, unless terminated by written notice of either party to the other, thirty (30) days prior to the effective date of the cancellation.

3. PRICE AND PAYMENT: The charge for each Agreement shall include all labor, as described in scope of work. Client agrees to pay Company for the term(s) of this Agreement, Company's applicable charges for preventive maintenance and inspection services and for service calls as set forth under this Agreement. All invoices are due and payable in full according to the stated terms, net 30 and interest at a rate of (1 1/2%) on all unpaid invoices (30) days past due. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year. In any action incurred to enforce this contract or defend services provided according to the contract, the prevailing party shall be entitled to reasonable attorney fees.

4. MAINTENANCE INSPECTIONS AND SERVICE: For the agreed on amount, as shown in the attached proposal, during the term(s) of this Agreement, Company agrees to provide preventive maintenance as specified in scope of work.

A. Repairs of the system described in attached proposal. Client will be notified, in writing, any components found not to be within manufacturer's acceptable standards and are not delineated in this repair agreement. Client will be notified, in writing, of any components found not to be within accepted operating standards. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rate(s) set forth under Para. 4.D of this Agreement.

B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Agreement shall be incorporated into and become a part of any order for such additional work, equipment or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the system or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system which cannot be brought up to an acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, may be excluded from coverage under the Agreement and the inspection and maintenance charge adjusted accordingly.

D. Repair(s), diagnosis, addition(s), change(s), relocation(s) or emergency services are not included within the amount quoted unless otherwise specifically stated within Para. 5 herein. These services will not be provided without the written authorization of the Client and will be invoiced at the Company's then current hourly rate for services, including travel charges and per-diem. Client also agrees to pay Company an overtime rate of (1 1/2) times the hourly rate for service(s) required at other than normal working hours for the Company. Emergency Sprinkler repairs on Sundays or Holidays will be invoiced at double overtime rate. Normal working hours for the Company are, 7:00AM - 4:00PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturers current published list price.

5. ADDITIONAL:

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NON-COMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT.

C. THE COMPANY DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY SYSTEM REFERRED TO IN THIS AGREEMENT OR ANY SERVICE, INSPECTION, OR MAINTENANCE PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES IS DESIGNED TO PERFORM, DETECT OR AVERT. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON COMPANY SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THAT THE COMPANY HAS MADE NO REPRESENTATIONS EXCEPT AS ARE CONTAINED IN THIS AGREEMENT. COMPANY IS NOT AN INSURER AGAINST LOSS OR DAMAGE, AND ALL INSURANCE ARRANGEMENTS TO COVER LOSS, PROPERTY DAMAGE OR PERSONAL INJURY MUST BE MADE SEPARATELY BY THE CLIENT. THE CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF, AS WELL AS ALL RISK TO THE PHYSICAL OR MENTAL WELL-BEING OF PERSONS THEREIN. THE LIMITED WARRANTY

CONTAINED IN THIS AGREEMENT GIVES THE CLIENT SPECIFIC LEGAL RIGHTS. THE CLIENT MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.

7. RESPONSIBILITIES OF CLIENT: The Client agrees to:

- A. Promptly notify Company of any known or suspected trouble or malfunction in the system.
- B. Meet manufacturers' specifications. All replaced parts become the property of the Company.
- C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair, maintain or inspect the system(s) and to make any changes or alterations to the system(s), as may be necessary. Client also agrees to provide Company with appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel
- D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the system by the Company.
- E. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the system, except by the Company or as specified and approved in advance by the Company.
- F. Assume complete responsibility for the maintenance and repair of the system.

8. INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY. COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, INCLUDING PERSONAL INJURIES AND DEATH ASSERTED BY ANY PERSON, INCLUDING THOSE NOT A PARTY TO THIS AGREEMENT, RELATING TO OR ARISING FROM THE ALLEGED IMPROPER ACTS OR ACTIONS/NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, OCCURRING IN ANY WAY FROM THE INSTALLATION, OPERATION, MAINTENANCE, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

9. ADDITIONAL COMPANY RESPONSIBILITIES.

- A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of god or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the Company or what may be required to properly service the system.
- B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.
- C. Company will provide necessary test equipment required to perform service(s) under this agreement. during testing and certification.
- D. If replacement parts are necessary under this Agreement, Company may provide new and/or used replacements.

10. NO CONFLICT WITH OTHER CLIENT AGREEMENTS. Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other agreement in any way.

11. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Client shall identify any rules, regulations, standards or codes with which the system must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

12. ASSIGNMENTS AND DELEGATIONS. The Company may assign this Agreement to any other person, firm or corporation without notice to or approval by the Client, and may subcontract any activities, which it may perform under this Agreement. The Client may not assign or delegate any rights or obligations under this Agreement, either voluntarily or by operation of law, without advance written consent of the Company.

13. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for On-Call and emergency services as set forth under this Agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modifications are covered by this Agreement except as may be otherwise specifically provided herein.

14. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.



"An Equal Opportunity Employer"

15. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

16. RECEIPT AND REVIEW OF AGREEMENT. The Client specifically acknowledges that it has received a copy of this Agreement in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing the Agreement has the full authority of the Client to bind the Client, to the fullest extent provided by law, to the terms of this Agreement.

17. CLIENT ACCEPTANCE:

0

Name Title

Date:

(Signature)

18. COMPANY ACCEPTANCE:

Jordan Johnson jordan.johnson@meridianfire.com

Account Manager 719-232-1759

Date:

(Signature)



Service Agreement Proposal

Date: **20-Feb-23**

PROPOSAL SUBMITTED TO:	WSDM District Managers	PHONE:	719-447-1777 x 103
STREET ADDRESS:	614 N Tejon Street	EMAIL:	rebecca.h@wsdistricts.co
CITY, STATE, ZIP CODE	Colorado Springs CO 80903	JOB NAME:	Cathedral Pines Clubhouse
TO THE ATTENTION OF:	Rebecca Harris	JOB LOCATION:	13977 Milam Road, Colorado Springs

Thank you for the opportunity to provide repairs on your fire extinguishers.

Fire Extinguishers:

1) Inspection report for the extinguishers at the Cathedral Pines Clubhouse show two 5lb extinguishers are due for maintenance.

<u>Labor:</u> Trip Charge	\$	45.00
<u>Material:</u> Two 5lb ABC extinguisher exchanges at \$65 each	\$	130.00

TOTAL \$ 175.00

MATERIAL NOTICE: There has been a general increase in prices by manufacturers across all industries ranging from 10% - 25%. Also, material shortages in all industries are causing longer than usual wait times as well as higher freight cost. Material will be ordered after your proposal has been approved. Material cost and availability are estimates and are not guaranteed.

Unless otherwise specified, all work is to be conducted during normal working hours 6:00AM – 5:00PM, - Monday-Friday, excluding holidays. We exclude all work on 110vac circuits, sales tax, recharges, hydro tests and cosmetic repair work. Unless specifically agreed, all repair work and/or replacement of parts will be billed at \$155/hr. during normal working hours. Technician Cost is calculated portal to portal.

This proposal good for 30 days.

(signature)

(printed name)

Jordan Johnson

Service Manager

Mobile Phone 719.232.1759

Office 303.790.2520

Fax 303.790.2528

jordan.johnson@meridianfire.com



**RESOLUTION
OF THE
CATHEDRAL PINES METRO SERVICE DISTRICT**

Board Member Code of Conduct

The undersigned, being all of the Directors of The Cathedral Pines Metro Service District ("District"), hereby consent to, vote in favor of, and adopt the following resolution:

WHEREAS, the Board of Directors, in an effort to comply with this statute, desires to establish a policy that shall establish a Code of Conduct for all individuals serving as a director on the Board;

IT IS THEREFORE RESOLVED that the policy attached hereto as Exhibit A (hereafter referred to as "The Board Member Conduct Policy") shall be adopted and hereby established as the policy of this District;

IT IS FURTHER RESOLVED that this policy shall remain in effect until amended or hereby terminated by a majority vote of the Board of Directors; and

IT IS FURTHER RESOLVED that this policy shall take effect on _____.

This document is intended to be a guideline for the objectives and behavior of Cathedral Pines Metro District Board members. It has not been developed to be all-inclusive and is subject to change by Board. In addition, each Board member is bound by County, State and Federal guidelines for appropriate Board behavior and decision-making.

Most importantly, Board members should use common sense, common courtesy, act in the common good of the community, and as a team. Once Board decisions have been made, it is expected that each Board member will support that decision publicly, regardless of their own personal opinion.

Thank for your efforts and contributions to our community.

EXHIBIT A

The Board Member Conduct Policy

I. **GENERAL STANDARDS**

Representation

The Cathedral Pines Board of Directors is the governing authority of this District. Apart from his/her normal function as a part of this unit, or as directed by the Board, no Director may commit the District to any policy, act or expenditure. All powers, privileges and duties vested in or imposed upon the District shall be exercised and performed by and through the Board. The Board may delegate to officers, employees and agents of the District any or all administrative and ministerial powers.

Directors shall represent the interests of the entire community in exercising his/her duties. All decisions made on behalf of the District must be made with the best interests of *the community as a whole* in mind.

Directors may not misrepresent facts in order to achieve any measure of personal gain or gain for any other person or special interest group.

Directors may not represent the Board in written or verbal communications with members of other entities unless specifically authorized by the Board, Board President, or District Manager to serve as its representative.

Directors may not, on behalf of the Board and/or the District, make any promise or representation to any person, contractor, subcontractor or supplier that has not previously been approved by a majority vote of the Board of Directors.

The Board of Directors shall comply with and be guided by applicable state laws and regulations including the Colorado Special District Act and applicable federal laws and regulations.

Community Involvement

Directors shall be committed to the establishment of ad-hoc committees to offer involvement by other community members and to promote input from owner and non-owner residents. Committees shall be defined by a Committee Charter, which is supported by all Directors and Committee members.

Directors acknowledge their responsibility to welcome and educate new residents of the community – member and non-member alike – and support activities that engage residents in the clarification of expectations between the District and the residents.

(continued)

Directors shall support the importance of building a sense of community and commit to promoting the District's hosting of periodic activities that enhance the development and sustaining atmosphere of neighborliness (subject to State guidelines for such activities and expenses)

Directors shall develop processes that provide members with the opportunity for access to community records, input into community decisions, and a reasonable appeal process for decisions.

Directors shall endeavor to make the community's standards as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising documents, as needed to provide clear communication.

Directors are expected to participate above and beyond attendance at regularly scheduled meetings and the responsibilities associated with Board offices. That is, they are expected to participate on Committees and/or assume other leadership responsibilities as necessitated by Board activities and decisions.

Directors are expected to abide by community standards, including but not limited to honoring all Community Bylaws, Covenants, and Standards of Behavior.

II. BOARD STRUCTURE

Officers

Annually, at the first regular Board Meeting following the general election of Board Members, and during the same month in the following year, the Board shall select a President, Vice President (as desired), Secretary, and Treasurer for the next calendar year. Other Board members will serve on an At-Large basis.

President

The President shall perform the duties of presiding officer at all meetings of the Board of Directors and shall carry out the resolutions and orders of the Board of Directors and perform such other duties as the Board of Directors prescribes.

The President shall be the Board's liaison to the District Manager and shall work with the District Manager to develop the Board agenda prior to each Board meeting. The President shall convey the Board's actions and directions to the District Manager and other appropriate parties and shall monitor the District Manager's progress on Board directives and policies.

The President is authorized to sign all official documents of the District.

Vice President

Although not required by State law, the Board may choose to elect a Vice President to serve in the position of Board President when the President resigns, is absent, disabled, or otherwise unable to fulfill their functions. In addition, if the President disqualifies himself/herself from participating in an agenda item due to a conflict of interest or other reason, the Vice President shall perform the duties as the presiding officer. Should the President be unable to sign official documents or authorize previously approved expenditures, the Vice President may sign these documents in their stead.

Secretary

The Secretary does not have to be a member of the Board and shall be responsible for seeing that accurate minutes of Board meetings are kept, preserved, and made available to the community on a timely basis.

Treasurer

The Treasurer shall be a member of the Board and shall be responsible for seeing that appropriate financial procedures are in place, that accurate financial records are kept, preserved, and made available to the community on a timely basis. The Treasurer shall also be responsible for seeing that an annual budget is prepared and adopted pursuant to the provisions of the Colorado Budget Act. Any changes to the annual budget made by Board vote should be reported by the Treasurer and reported pursuant to the provisions of the Colorado Budget Act.

District Manager

The Board may appoint a District Manager(s) or contract with an Administrator(s), Management Company/Companies, or other entities to serve for such term and upon such conditions, including compensation, as the Board may establish.

The District Manager(s) shall have general supervision over the administration of the affairs, employees and/or contractors, and business of the District and shall be charged with the hiring and discharging of employees and contractors of District properties. The District Manager shall have the care and custody of the general funds of the District and shall deposit or cause to be deposited the same in the name of the District in such banks or savings associations as the Board may select. The District Manager shall, working with the Treasurer, assure that timely and accurate budgets and financial statements are provided to the Board and the community.

The District Manager shall assure that appropriate notice is given to the residents of the community regarding Board meeting dates.

The District Manager shall guide the Board in the conduct of its meetings and appropriateness of its discussions in accordance with State Law and Roberts Rules of Order (12th Edition).

Committees

The Board may create standing or ad hoc committees at its discretion. Committee motions and recommendations shall be advisory to the Board and not commit the District to any policy, act or expenditure nor may any committee direct staff to perform specific duties unless authorized by the Board.

III. *DUE PROFESSIONAL CARE*

Directors must exercise due professional care in the performance of their duties, fulfilling their fiduciary responsibilities to the membership and fellow directors.

Directors must observe the business judgment rule by exercising the same degree of care and skill as normally used by others in a similar position and business.

Directors shall undertake only those responsibilities and assignments that they can reasonably expect to perform with competence.

Directors must familiarize themselves with District business, have a working knowledge of the governing documents and community standards, rules or guidelines.

Directors acknowledge that the business of the District is carried out in meetings of the Board; therefore, each Director shall be committed to attending regularly scheduled meetings of the Board and shall participate as a decision-maker by actively voting on issues before the board, abstaining only when a declared conflict of interest exists.

Directors agree to abide by all published standards of the District and are responsible for setting a standard and a tone for behavior that is in the best interest of the District.

A director shall not accept the office of President unless he/she has served on the Board for at least one year, thereby being appropriately familiar with the history of the District and the policies and procedures of the Board prior to serving as leader of the Board. There are no other minimum tenure requirements for other Board Officers.

Directors shall be committed to participate in opportunities of board member education and shall attend appropriate board member training classes offered by the management company to expand their understanding of their role and responsibilities whenever possible.

IV. *PROFESSIONAL COURTESY*

Directors will exhibit professional courtesy to all District members and community District management professionals. Directors should commit themselves to emphasizing the positive, avoiding hidden agendas or other forms of negative interaction.

Directors shall not interfere or supervise District or management company employees. All direction to the Management company shall be made through the Board President, unless the Board decides otherwise, or a contract exists with a management company that authorizes such actions.

Directors may not interfere with contractual relationships between community management professionals and contractors.

Directors will protect the confidentiality of the personal information of other Directors, committee members, residents, employees, and management professionals at all times, including after the board member's term is expired or terminated regarding knowledge learned during their term of office.

V. *FIDUCIARY RESPONSIBILITIES/USE OF DISTRICT FUNDS*

Directors may not use or encumber District funds or property for their personal use or benefit.

Directors may be reimbursed for expenses incurred on behalf of the District provided the Board of Directors approves the expenses in advance and the party seeking reimbursement submits receipts.

Balanced Budget Objective

It shall be the objective of the Metro District Board to operate each year on a break-even basis; that is, annual spending should not exceed annual income. Extenuating circumstances may occur, including unanticipated capital expenditures, etc. which may require special consideration by the Board, but the general approach of the Board should be to operate on a cash-neutral basis.

Building Appropriate Contingencies and Reserves

In consideration of the Balanced Budget Objective, the Board shall also strive to maintain adequate reserves and contingencies to protect the District from the impact of significant, unexpected expenditures. A Contingency fund should be established as part of the annual budget to protect against unexpected costs incurred during the normal course of business; and a Reserve Fund shall also be established and funded when possible to offset the impact of

one-time major capital expenditure requirements (e.g., Lodge roof replacement, installation of additional monuments, etc.).

Authority to Commit to Expenditures

Each year the Board of Directors shall approve an annual Budget which shall guide their spending throughout the course of the year. This Budget shall derive its revenue from resident Property Taxes, revenue generated from Lodge activities, and other fundraising activities which conform to state guidelines. The Board shall also periodically measure its performance against the budget and adjust as appropriate.

Board Member Spending Authorities

The Board may, by simple majority vote, set spending limits that each Board member is authorized to spend on behalf of Board activities without seeking prior approval from the full Board. This authority shall apply only to specific projects or activities and is not intended to be “open-ended. This policy is established to allow individual Board members to fulfill their duties without having to seek Board approval for minor expenditures consistent with Board objectives and in the Community’s best interest. These spending levels may be adjusted or revoked at any time by simple majority vote of the Metro Board.

Solicitation of Multiple Bids

In an effort to assure that the Board is fulfilling their fiduciary responsibility and seeking the best possible outcome for the community, all expenditures expected to exceed \$20,000 shall require the Board to solicit a minimum of three (3) competitive bids when possible.

In addition to cost, the Board shall also take into consideration past experience with each vendor, quality of work, timeliness, and other factors it considers appropriate at the time before awarding work to any particular vendor (i.e., lowest price being only one of several important considerations in each decision).

However, in the case of ongoing maintenance or other needs, the Board may establish “Preferred” vendors to complete the required work without seeking competitive bids on each project. These Preferred vendors will have proven in the past to be competitively priced and have delivered or exceeded the expected level of quality and timeliness. This will allow the District Manager(s) to complete necessary work on a timely basis where seeking competitive bids may be unnecessary or impractical.

VI. MEETING CONDUCT/COMMUNICATIONS

The Board of Directors of the Cathedral Pines Metropolitan District is committed to providing excellence in legislative leadership that results in the provision of the highest quality services and representation on behalf of the District's constituents. In order to assist in the government of the behavior between and among members of the Board of Directors, the following guidelines are established.

Professional Communication

The language used at District meetings will be considerate and professional at all times. Personal attacks, aggressive speech or use of profanity is unacceptable and shall not be tolerated.

Listening

The smooth working of a District Board is a team effort. All individuals should work together in a collaborative process, assisting each other in conducting the affairs of the District. Openness, responsiveness, and attentive listening in communication is highly encouraged. In addition, the dignity, style, values, and opinions of each director shall be respected.

Rules of Order

Board members will follow the agreed-upon manner of basic parliamentary procedure as appropriate for a small body or organization, recognizing that decision-making takes place through the process of motions being made and votes taken. Board members shall avoid creating side conversation(s) during business meetings of the District and shall respect the process of decision-making determined by the President of the Board.

Attendance

In recognition of a Board Member's fiduciary Duty of Care, any member of the Board of Directors who has three (3) consecutive unexcused meeting absences shall agree to automatically offer to resign their Board position.

Open Discussion and Unity

Different viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinion and should feel comfortable expressing them. However, once the Board of Directors acts by majority vote, all Directors should officially support the Board's action and not create barriers to the implementation of such action. *There should be no minority opinions expressed publicly.*

Personal Communication vs. Board Communications

In any interaction with residents of the community, it is important that the Board member does not speak on behalf of the Board unless instructed to do so by the Board. Board members are welcome to express their own opinions, but they should be stated as such and not represented as the opinion of the Board as a whole. Opinions or individual disagreement with the Board's actions shall not be publicly expressed once District action is taken by the Board.

Resident Complaints

In handling complaints from residents and property owners of the District, said complaints should be referred to the Board President or District Manager(s). The President should be made aware of any complaints raised and Board members should refrain from attempting to handle complaints without the involvement of the District Manager.

Intra-Board Communications

Directors shall make every effort to honor the normal channels of communication. No more than two (2) Board members should conduct written communication between each other regarding Board subjects. Communications or information to be disseminated to all Board members in advance of a meeting etc. shall be directed through the District Manager(s).

Honoring Channels of Communication

In an effort to monitor costs, Directors requesting outside advice or counsel, especially when incurring an expense on behalf of the District, should request prior approval from the Board President and/or District Manager, and should notify the Treasurer of the impending expense. If the subject matter involves actions or conduct of the President or another Board member, the request should be made directly through the District Manager.

VII. CONFLICTS OF INTEREST

A conflict of interest is defined as a secondary interest in any action or contract that would financially benefit that person or the parent, grandparent, friend, spouse, child, or sibling of that person. A conflict of interest may also be defined as any vote or decision that benefits the individual personally from actions or decisions made in their official capacity.

General

Directors must not allow any outside influence to interfere with exercising their duties in the best interest of the District.

Any director that may have a potential conflict of interest with regard to a business transaction or management responsibilities must disclose, in a public forum, the potential conflict and abstain from voting on that action.

Any director that has an actual conflict of interest with regard to a business transaction or management responsibilities must disclose, in a public forum, the conflict to others in attendance and abstain from voting on the issue or exerting any influence on the other voting members of the board.

Related Entities

Any engagement of a company or individual that is related to any board member or any relative of a board must be properly disclosed prior to any such engagement. The disclosure shall be in a public forum and the related member shall abstain from voting on issues affecting the company or individual.

A Board member who is also engaged in the practice of another profession shall not provide these other professional services to the District while serving as a board member, officer, or committee member if the performance of such services is likely to result in a potential or actual conflict of interest.

VIII. GIFTS AND CONTRIBUTIONS

Gifts

It shall be the policy of the District to discourage Board Members from the acceptance of gifts, entertainment, or other favors from existing or prospective clients, vendors, or suppliers. Gifts of nominal value (worth less than \$50.00) given as a token of friendship or upon special occasions such as a holiday are acceptable.

Cash gifts of any amount are not acceptable.

Any gift intended to influence a decision by a board, officer, or committee member, or to create an atmosphere of indebtedness toward the bearer is not acceptable.

Contributions

The District will not make any contributions to any political parties or political candidates.

IX. BOARD MEETING PROCEDURES

Regular Meetings

Regular meetings of the Board of Directors shall be held as determined by the Board, but at least 4 times annually per the Community's By-Laws. The date, time, and place of regular meetings shall be reconsidered annually at the first meeting of the Board for that year.

Special Meetings (Non-Emergency)

Special meetings (non-emergency) of the Board of Directors may be called by any Director by informing the other Directors of the date, time and place of such special meeting, and the purpose for which it is called, and by posting notice as provided in 32-1-903, C.R.S., and 24-6-402, C.R.S.

Agenda

An agenda shall be prepared as specified for the regular and special Board meetings and shall be included with the notice of the meeting as posted 24 hours in advance of the meeting. The agenda shall include all items of business to be considered, as nearly as known at the time of the posting.

Special Meetings (Emergency)

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened immediate disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the Manager and Board President or Vice President in the President's absence.

An emergency meeting may be called by the Board President or any two Board Members. All members of the Board shall receive notice of such meeting, as far in advance of the meeting as possible. Only items relevant and necessary to dealing with the emergency shall be considered at the emergency meeting.

X. BOARD MEETING CONDUCT

Robert's Rules

Meetings of the Board of Directors shall be conducted by the President in a manner consistent with the policies of the District. *{The 12th edition of Robert's Rules of Order, Revised} shall also be used as a general guideline for meeting protocol.* District policies shall prevail whenever they are in conflict with *{The 12th edition of Robert's Rules of Order, Revised.}*

XI. BOARD MEMBER COMPENSATION

Meeting Compensation

Board Members compensation (if any) shall be established by a Board resolution, as governed by 32-1- 902 (3), Colorado Revised Statutes. The District will not compensate Board Members for ceremonial events such as annual festivals where no business is conducted, even if notice of such meeting was posted.

Board Member Expenses

Board Members that incur expenses for activities on behalf of the District at the request of the Board shall be reimbursed on the basis established under the District's Expenditure Control Guidelines. Receipts, etc. for all shall be presented to the Treasurer and District Manager for reimbursement.

XII. DIRECTOR BEHAVIOR/ENFORCEMENT

Complaints

Complaints against any board member which allege conduct inconsistent with the foregoing resolution must be made in writing to the President of the Board of Directors. If the complaint is against the President, complaints will be submitted to the Vice President.

Review Period

The Board President, or Vice President, shall convene an Executive meeting within thirty (30) days of receipt of a complaint to discuss the alleged activity with the complainant and the accused member.

The Board shall attempt to gather all facts relevant to the alleged misconduct. Once satisfied that the information presented is sufficient to make a determination in the matter, the Board will excuse the complainant and the accused member and decide what action, if any, may be appropriate to resolve the matter.

Findings

The Board shall issue its written finding with respect to the alleged misconduct within seven (7) days after the executive session held pursuant to the above.

Sanctions

Should the Board find that a breach of the District's Board Member Conduct Policy was committed by a Board member; the Board may impose appropriate sanctions, consistent with the Bylaws of the District.

Such sanctions could include censure or removal of the member from the board.

This resolution is adopted this _____, 2023, at an open Board meeting where a quorum of the Board was present and is effective immediately.





4755 Holister Ct. Colorado Springs, CO 80919
719-357-0950
www.pikespeakforestry.com

Cathedral Pines Metropolitan District Slash Collection Week Proposal

Pikes Peak Forestry & Construction has been conducting forest restoration, fire mitigation, slash recycling and forestry consulting services for the last seven years throughout the Pikes Peak region. We have specifically focused our efforts in El Paso, Douglas, Teller, and Fremont counties. We are familiar with the topography, soils, vegetation, and prescriptions utilized in this region. We completed numerous projects collaborating with Colorado State Forest Service, the City of Colorado Springs and Coalition for the Upper South Platte. The project area lies within El Paso County, which is a region where we have completed various projects. We have a great track record of working close to structures, on steep slopes and within challenging environments.

Our proposal is to provide an economically and environmentally responsible means of collecting and disposing of slash within your community during a "slash collection week". We propose to provide 4 slash recycling roll off dumpsters strategically placed through the community for residents to dispose of their slash and tree debris in. The dumpsters would be clearly labeled for "slash only, no trash". This proposal includes one exchange of all 4 dumpsters during the "slash collection week".

If additional dumpsters are needed, the cost would be \$365.00 per dumpster.

Our budget proposal for the slash collection week is **\$4,450**.

This is a link to our website which depicts some of our completed mitigation and forest restoration work: <https://www.pikespeakforestry.com/fire-mitigation-forest-restoration>



Cathedral Pines Metropolitan District
PAYMENT REQUEST
3/13/2023
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
A Cut Above Tree Service	27969	3/7/2023	850.00	
A Cut Above Tree Service	27972	3/7/2023	810.00	
A Cut Above Tree Service	27970	3/7/2023	765.00	
A Cut Above Tree Service	27971	3/7/2023	785.00	
A Cut Above Tree Service	27973	3/7/2023	950.00	
A Cut Above Tree Service	27946	2/22/2023	300.00	
Berwick Electric	21879	2/7/2023	341.84	
Black Hills Energy	30323	3/3/2023	382.42	
EE Cleaning	9649	2/28/2023	380.00	
Kimley Horn	196305000-0123	1/31/2023	894.33	
Lynn Shepherd	22123	2/21/2023	176.11	CPMD Meeting Expense
Mountain View Electric	360501	2/15/2023	34.12	Utilities - O&M
Mountain View Electric	360601	2/15/2023	44.00	Utilities - O&M
Mountain View Electric	404701	2/15/2023	36.48	Utilities - O&M
Mountain View Electric	103045401	2/15/2023	38.50	Utilities - O&M
Mountain View Electric	103047401	2/15/2023	34.00	Utilities - O&M
Mountain View Electric	103051401	2/15/2023	37.55	Utilities - O&M
Mountain View Electric	103051901	2/15/2023	34.24	Utilities - O&M
Mountain View Electric	103161601	2/15/2023	35.54	Utilities - O&M
Mountain View Electric	103162001	2/15/2023	44.77	Utilities - O&M
Mountain View Electric	103470400	2/15/2023	35.00	Utilities - O&M
Mountain View Electric	103470800	2/15/2023	34.00	Utilities - O&M
Mountain View Electric	103484500	2/15/2023	44.00	Utilities - O&M
Mountain View Electric	103043401	2/15/2023	386.34	Utilities - Lodge
Shalece Buchholtz	22823	2/28/2023	2,200.00	Ratify Approval Advance Pmt
Solitude Lake Management	PSI-06747	9/26/2022	662.20	
Solitude Lake Management	PSI-16855	10/6/2023	662.20	
Stratus IQ	30123	3/1/2023	204.99	
Teak Simonton	22823	2/28/2023	1,753.41	
The Warren Management Group, Inc	22423	2/24/2023	42.00	
WSDM District Managers	7354	2/28/2023	6,499.50	
TOTAL			19,497.54	

TOTAL \$ 19,497.54

Director _____



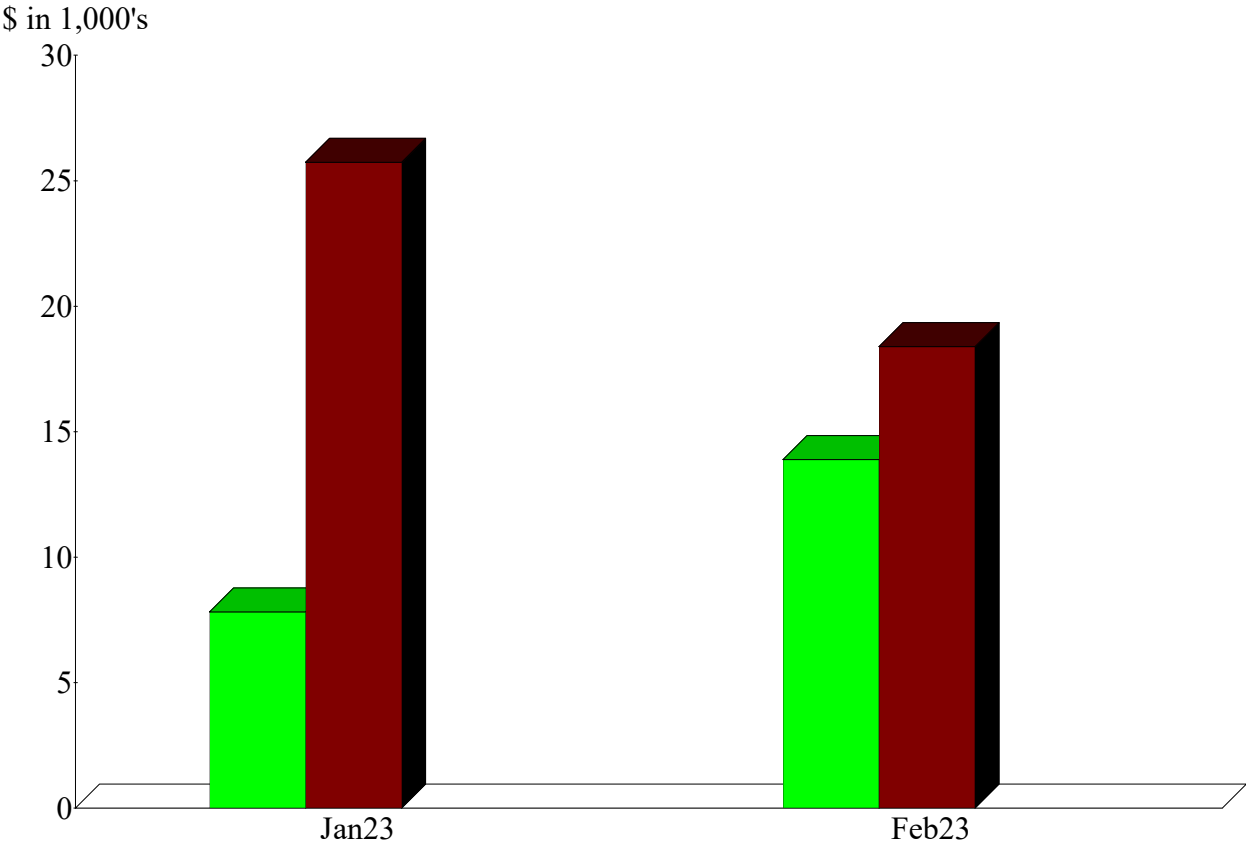
Cathedral Pines Metropolitan District
Balance Sheet
As of February 28, 2023

	<u>Feb 28, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
ECB Debt Service Fund	128,388.86
ECB General Fund	
Reserve	50,000.00
ECB General Fund - Other	224,896.78
Total ECB General Fund	274,896.78
MM - CSafe Bond Fund UMB	0.53
Total Checking/Savings	403,286.17
Accounts Receivable	
Accounts Receivable	6,626.64
Total Accounts Receivable	6,626.64
Other Current Assets	
Prop Tax Rec - Debt Svc	284,497.13
Prop Tax Rec - Gnl Fund	284,497.14
Total Other Current Assets	568,994.27
Total Current Assets	978,907.08
Fixed Assets	
Community Center	
Accum Depreciation	-620,795.00
Original Cost	1,328,384.00
Total Community Center	707,589.00
Equipment	
Accum Depreciation	-3,217.00
Equipment - Other	13,922.00
Total Equipment	10,705.00
Parks, Trails & Monument	
Accum Depreciation	-637,121.00
Original Cost	897,354.77
Parks, Trails & Monument - Other	108,800.11
Total Parks, Trails & Monument	369,033.88
Total Fixed Assets	1,087,327.88
TOTAL ASSETS	<u><u>2,066,234.96</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	62,390.69
Total Accounts Payable	62,390.69
Other Current Liabilities	
Deferred Revenue - Lodge Events	30,887.50
Deferred Prop Tax - DSvc	284,497.13
Deferred Prop Tax - Gnl	284,497.14
Damage Deposits- Lodge Events	750.00
Total Other Current Liabilities	600,631.77
Total Current Liabilities	663,022.46
Long Term Liabilities	
Bonds Payable 2016	
Bond Premium 2016	
A/A Bond Premium 2016	-103,635.36
Bond Premium 2016 - Other	414,881.70
Total Bond Premium 2016	311,246.34
Bonds Payable 2016 - Other	4,335,000.00
Total Bonds Payable 2016	4,646,246.34
Total Long Term Liabilities	4,646,246.34
Total Liabilities	5,309,268.80
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	210,154.67
Net Income	-22,407.72
Total Equity	-3,243,033.84
TOTAL LIABILITIES & EQUITY	<u><u>2,066,234.96</u></u>

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

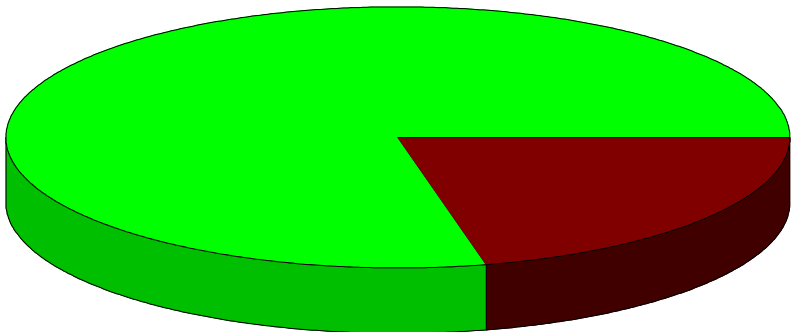
	TOTAL				
	Feb 23	Jan - Feb 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
1-100 · GF INCOME					
1-105 · GF Prop Tax Revenue	3,720.86	3,720.86	288,218.00	-284,497.14	1.29%
1-110 · Specific Ownership Taxes	4,659.77	4,659.77	40,351.00	-35,691.23	11.55%
1-120 · Rental Income - Lodge Events	500.00	7,000.00	115,000.00	-108,000.00	6.09%
1-127 · Rental Income - Shed	850.00	1,700.00	10,200.00	-8,500.00	16.67%
1-140 · FEMA Funds	0.00	0.00	20,000.00	-20,000.00	0.0%
Total 1-100 · GF INCOME	9,730.63	17,080.63	473,769.00	-456,688.37	3.61%
2-100 · DS INCOME					
2-105 · DS Prop Tax Revenue	3,720.87	3,720.87	288,218.00	-284,497.13	1.29%
2-130 · DS Interest Income	441.72	915.51	1,500.00	-584.49	61.03%
Total 2-100 · DS INCOME	4,162.59	4,636.38	289,718.00	-285,081.62	1.6%
Total Income	13,893.22	21,717.01	763,487.00	-741,769.99	2.84%
Gross Profit	13,893.22	21,717.01	763,487.00	-741,769.99	2.84%
Expense					
1-1000 · SERVICES					
1-1005 · Audit	0.00	0.00	9,500.00	-9,500.00	0.0%
1-1010 · Management Expense	6,426.00	12,852.00	50,715.00	-37,863.00	25.34%
1-1015 · Maintenance Management	0.00	0.00	30,000.00	-30,000.00	0.0%
1-1012 · Meeting Expense	176.11	176.11	3,000.00	-2,823.89	5.87%
1-1020 · Legal Fees	250.00	812.50	15,000.00	-14,187.50	5.42%
Total 1-1000 · SERVICES	6,852.11	13,840.61	108,215.00	-94,374.39	12.79%
1-2000 · LODGE					
1-2001 · Lodge Management	2,200.00	4,862.50	34,500.00	-29,637.50	14.09%
1-2005 · Advertising/ Website	400.00	400.00	5,000.00	-4,600.00	8.0%
1-2020 · Event Supplies	0.00	0.00	4,000.00	-4,000.00	0.0%
1-2025 · Cleaning	760.00	950.00	4,000.00	-3,050.00	23.75%
1-2030 · Repairs and Maintenance	341.84	341.84	10,000.00	-9,658.16	3.42%
1-2035 · Utilities	470.01	1,411.00	12,000.00	-10,589.00	11.76%
1-2040 · Security	210.55	421.10	2,500.00	-2,078.90	16.84%
1-2043 · Capital Improvements - O&M	0.00	1,847.98	5,000.00	-3,152.02	36.96%
1-2044 · Landscape Maintenance	0.00	0.00	12,000.00	-12,000.00	0.0%
1-2045 · Snow Removal	2,360.00	5,130.00	10,000.00	-4,870.00	51.3%
1-2050 · Trash	0.00	0.00	2,500.00	-2,500.00	0.0%
1-2055 · Telephone	204.99	409.98	2,500.00	-2,090.02	16.4%
1-4030 · Lodge Contingency	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 1-2000 · LODGE	6,947.39	15,774.40	114,000.00	-98,225.60	13.84%
1-3000 · GF EXPENSES					
1-3005 · Landscape Maintenance	0.00	3,329.83	50,000.00	-46,670.17	6.66%
1-3008 · Landscape Upgrade	0.00	894.33	200,000.00	-199,105.67	0.45%
1-3010 · Repair & Maintenance - O&M	0.00	0.00	30,000.00	-30,000.00	0.0%
1-3015 · Snow Removal - O&M	1,770.00	5,805.00	10,000.00	-4,195.00	58.05%
1-3020 · Utilities - O&M	838.54	1,293.80	15,000.00	-13,706.20	8.63%
1-3025 · Infrastructure Replacement	0.00	0.00	10,000.00	-10,000.00	0.0%
1-3030 · Election	1,753.41	2,860.85	25,000.00	-22,139.15	11.44%
1-3035 · GF - Contingency	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 1-3000 · GF EXPENSES	4,361.95	14,183.81	350,000.00	-335,816.19	4.05%
1-4000 · OTHER					
1-4010 · Insurance/ Fees	0.00	0.00	12,500.00	-12,500.00	0.0%
1-4015 · Office Expenses	115.50	214.28	1,500.00	-1,285.72	14.29%
1-4020 · Collection Fee GF(Treasurer)	55.82	55.82	4,323.27	-4,267.45	1.29%
Total 1-4000 · OTHER	171.32	270.10	18,323.27	-18,053.17	1.47%
2-1000 · DS EXPENSES					
2-1005 · Trustee Fees	0.00	0.00	800.00	-800.00	0.0%
2-1010 · Collection Fee DS (Treasurer)	55.81	55.81	4,323.00	-4,267.19	1.29%
2-1015 · Bond Principal Pmts	0.00	0.00	75,000.00	-75,000.00	0.0%
2-1030 · Interest Expense DS	0.00	0.00	213,350.00	-213,350.00	0.0%
2-1035 · DS - Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Total 2-1000 · DS EXPENSES	55.81	55.81	298,473.00	-298,417.19	0.02%
Total Expense	18,388.58	44,124.73	889,011.27	-844,886.54	4.96%
Net Ordinary Income	-4,495.36	-22,407.72	-125,524.27	103,116.55	17.85%
Net Income	-4,495.36	-22,407.72	-125,524.27	103,116.55	17.85%

Income and Expense by Month
January through February 2023



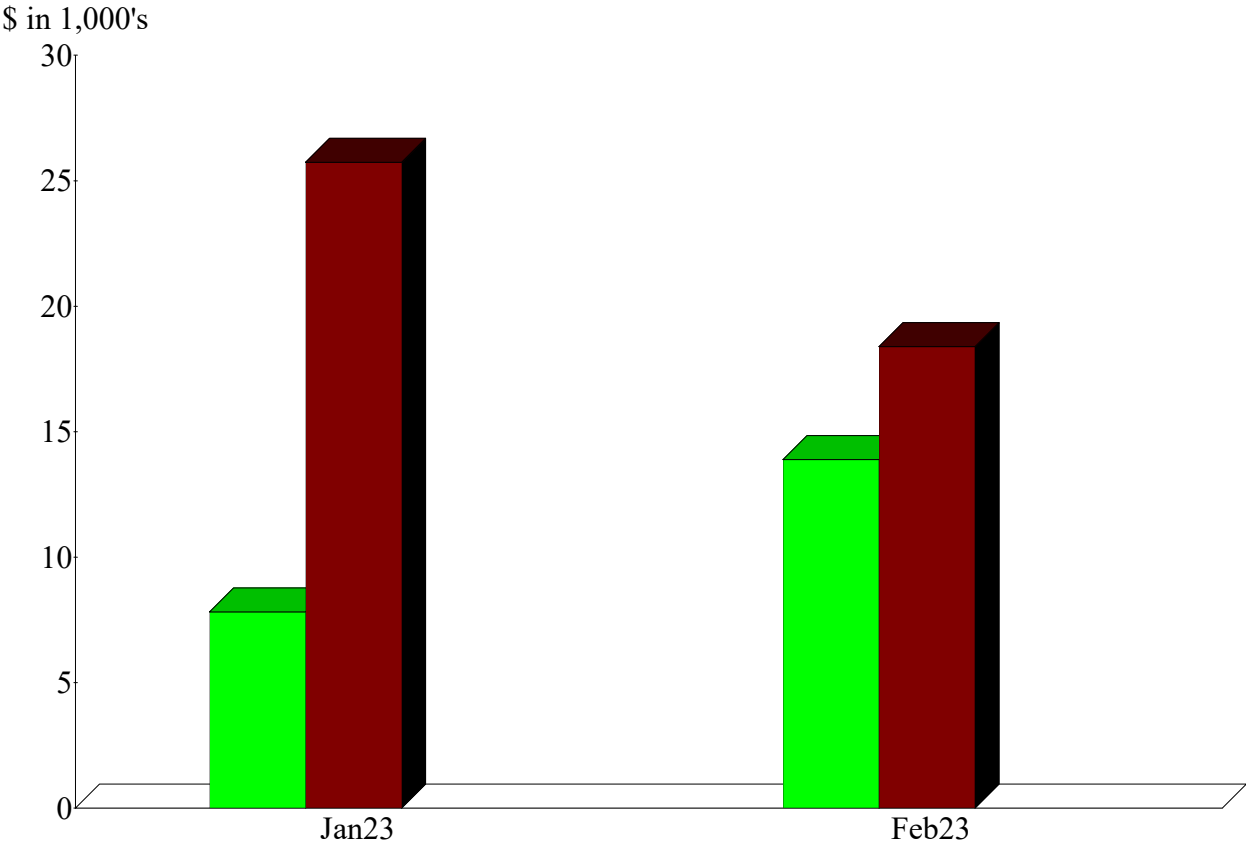
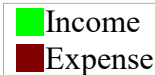
Income Summary
January through February 2023

1-100 · GF INCOME	78.65%
2-100 · DS INCOME	21.35
Total	\$21,717.01



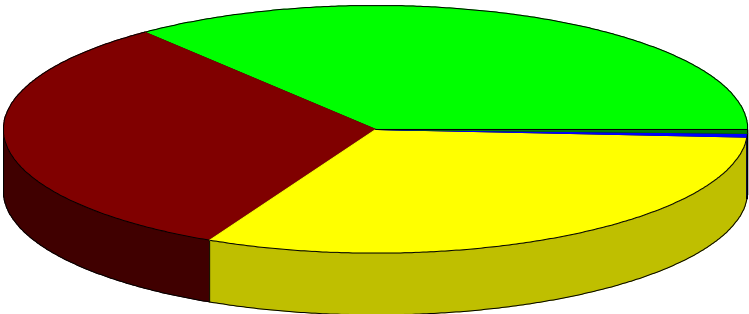
By Account

Income and Expense by Month
January through February 2023



Expense Summary
January through February 2023

1-2000 · LODGE	35.75%
1-3000 · GF EXPENSES	32.14
1-1000 · SERVICES	31.37
1-4000 · OTHER	0.61
2-1000 · DS EXPENSES	0.13
Total	\$44,124.73



By Account