

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



Tuesday, July 23, 2024, at 1:00 PM (MST)  
Cathedral Pines Lodge  
13975 Milam Rd.  
Colorado Springs, CO 80908  
Or

**Please join meeting from your computer, tablet or smartphone.**

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

**You can also dial in using your phone.**

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

**Access Code:** 161-846-385

\*Public Welcome\*

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

---

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

**AGENDA**

- 1. Call to Order**
- 2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
- 3. Discuss Director Meacham resignation and Board Vacancy**
  - a. Establish Interview Committee
- 4. Approval of Agenda**
- 5. Approval of Board Meeting Minutes –Meeting minutes of June 18, 2024 (enclosure)**
- 6. Financial Update**
  - a. Review and consider adoption of the Resolution to Amend 2023 Budget (enclosure)
  - b. Review and consider acceptance of the 2023 Presented Audited Financials (under separate cover)- BiggsKofford
  - c. Review and consider approval of Unaudited Financials through June 30, 2024 (enclosure) – Kevin C
  - d. Ratify and consider approval of payables through the period ending July 16, 2024 (enclosure) – Kevin C
- 7. Lodge Management Update**
  - a. Review June Lodge Report (enclosure) – Shalece

- b. Review updated Lodge website design – Bill / Travis
- c. Update on A/C Units – Bill
- d. Update on Lodge Varnishing of South Side – Rebecca
- e. Review of Asphalt work - Rebecca
- f. Lighting of Lodge Entrance and Monuments (enclosure) – Bill

**8. Landscaping Matters**

- a. Update on Status of Milam Median Landscaping – Ecton
- b. Discuss landscaping around mailboxes in relation to the new enclosure - All
- c. Review and consider approval of Tree Removal and Deep Root Fertilization (enclosed) – Rick
- d. Review and ratify approval of Electrical Trenching and Tree installation (enclosed) - Rick

**9. Community Matters**

- a. Review and consider approval for Mail Kiosk stone work (enclosed) - Rebecca
- b. Mailbox Security Committee Update – Rick/ Ecton
- c. Update on Dog waste Stations – Bill / Ecton

**10. Legal Matters**

- a. Review and consider approval of Lodge Incentive Contract - Laura

**11. Other Business**

**12. HOA Board Update – HOA Representative**

- a. Discuss 4120 Foxchase Way access point

**13. 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)

**14. Executive Session §24-6-402(4)(a), C.R.S.**

- a. Receive legal advice on Contract with 101 Landscaping

**15. Adjournment** – The next Scheduled Regular meeting is August 20, 2024, at 9:00 am



**MINUTES OF A REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE  
CATHEDRAL PINES METROPOLITAN DISTRICT  
HELD JUNE 18, 2024, AT 9:00 A.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Tuesday, June 18, at 9:00 a.m., at 13975 Milam Rd, Colorado Springs, CO and virtually via video/teleconference.

In attendance were Directors:

Bill Heeter  
Ecton Espenlaub  
Rick Stauch  
Kevin Combs  
Chris Meacham (absent)

Also in attendance were:

Rebecca Harris, WSDM District Managers

1. Call to Order: President Heeter called the meeting to order at 9:02 a.m.
2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures: President Heeter confirmed a quorum was present. There were no additional disclosures made by Board Members.
3. Approval of Agenda: President Heeter added discussion on the second air conditioner unit. Director Espenlaub moved to approve the Agenda as amended; seconded by Director Stauch. Motion passed unanimously.
4. Approval of Board Meeting Minutes from May 28, 2024: Director Espenlaub clarified his motion 8.b. to include the not to exceed \$6,000. After review, Director Stauch moved to approve the meeting minutes from May 28, 2024 as amended. Director Espenlaub seconded the motion. Motion passed unanimously.
5. Financial Update
  - a. Review and consider approval of Unaudited Financials through May 31, 2024: Ms. Harris presented the Unaudited Financials through May 31, 2024. After review, Director Stauch moved to approve the Unaudited Financials through May 31, 2024; seconded by Director Combs. Motion passed unanimously.
  - b. Ratify and consider approval of payables through the period ending June 18, 2024: Ms. Harris presented the payables through the period ending June 18, 2024. She added the reimbursement for Director Espenlaub for \$119.92. After review, Director Stauch moved to approve the payables through the period ending June 18, 2024 as amended; seconded by Director Combs. Motion passed unanimously.

## 6. Lodge Management Update

- a. Review May Lodge Report: President Heeter updated the Board on Lodge activity and bookings. The Board discussed marketing for small business and corporate events.
- b. Update on A/C Units: President Heeter reported that he approved the Fountain Valley proposal for the A/C replacement. President Heeter noted that both small units stopped working last week. After discussion, Director Stauch moved to approve replacement of the two smaller A/C units for the amount not to exceed \$6,000 including repairs and maintenance; seconded by Director Espenlaub. Motion passed unanimously.
- c. Update on Lodge Varnishing of South Side: Ms. Harris is working on scheduling the Lodge varnishing to not interfere with events.
- d. Update on Seal Coat/Crack Filling/Striping of Lodge Drive: The seal coat, filling and striping is scheduled for July 8 – 15.
- e. Lighting of Lodge Entrance and Monuments: President Heeter reported the electrician could not locate any existing electrical lines at the entrance or monuments. The proposal for the trenching is \$550 that is needed before adding the electrical lines. Director Stauch moved to authorize up to \$600 for the electrical trenching proposal; seconded by Director Espenlaub. Motion passed unanimously.
- f. Update on Lodge Manager Incentive Plan: President Heeter reported that the Lodge Manager Incentive Plan was presented to Ms. Buchholtz and she approved it.

## 7. Landscaping Matters

- a. Chipping Event Recap: Ms. Harris provided a chipping event recap. There were 68 piles picked up.
- b. Update on Status of Milam Median Landscaping: Director Espenlaub provided an update on the Milam median landscaping and irrigation. The Board discussed the previous contract with 101 Landscaping for the irrigation and problems with the system. Ms. Harris recommended having legal counsel review this issue. The Board requested that 101 Landscaping address the problems with the faulty irrigation system. The Board directed Director Stauch and Director Espenlaub to coordinate a list of concerns to send to Ms. Harris.
- c. Review and consider approval of Dry Creek proposal: The Board discussed extending the landscaping plan with the area around the mail kiosk instead of doing the dry creek bed.
- d. Discuss landscaping around mailboxes in relation to new enclosure: Director Stauch noted he is still waiting for the landscaping plan around the mail kiosk. The Board discussed removing the dead tree and working directly with Tall Timbers.
- e. Discuss the Annual Flower plantings at Lodge: The Board discussed the annual flower plantings at the Lodge.

## 8. Community Matters

- a. Mailbox Security Committee Update: Director Stauch and Director Espenlaub discussed potential lock options for the fence.

## 9. Legal Matters

- a. Review and consider the Agreement with 4120 Foxchase Way: The Board discussed the 4120 Foxchase Way access and road issue and agreed to table this item to allow time for the HOA to decide whether the driveway that was installed was authorized. The Board discussed considering an agreement for access to the detention ponds once a decision has been made.

10. Other Business

- a. Board Member feedback process through Kevin W: Ms. Harris provided an update on the Board member feedback process and noted that she is now the President of WSDM District Managers as of July 1<sup>st</sup> and Mr. Walker has taken on a new position with the City. Board member feedback included meeting length and HOA involvement and participation at meetings.
- b. Update on Dog Waste Stations: The Board discussed the three new dog waste stations.
- c. The Board discussed the potential vacant position on the Board and seeking candidates to fill the position.

11. Public Comment: There was no public comment.

12. Adjournment – Director Stauch motioned to adjourn the meeting at 10:47 a.m.; seconded by Director Combs. Motion passed unanimously.

Respectfully Submitted,

---

By: Rebecca Harris, District Manager



**CATHEDRAL PINES METROPOLITAN DISTRICT  
RESOLUTION TO AMEND 2023 BUDGET**

WHEREAS, the Board of Directors of Cathedral Pines Metropolitan District (the “**District**”) certifies that at a regular meeting of the Board of Directors of the District held on July 23, 2024, a public hearing was held regarding the 2023 amended budget, and, subsequent thereto, the following Resolution was adopted by an affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2023 as follows:

General Fund	\$590,538
Debt Service Fund	\$ <u>298,473</u>

and;

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs that could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2023; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2023 as follows:

General Fund	\$601,422
Debt Service Fund	\$ <u>298,073</u>

BE IT FURTHER RESOLVED that such sums are hereby appropriated from the revenues of the District to the funds named above for the purpose stated and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 of the Colorado Constitution.

*[Remainder of Page Intentionally Left Blank]*



ADOPTED JULY 23<sup>rd</sup>, 2024

**DISTRICT:**

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

By: \_\_\_\_\_  
Officer of the District

Attest:

By: \_\_\_\_\_

APPROVED AS TO FORM:

THE GARDNER LAW OFFICE  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

STATE OF COLORADO  
COUNTY OF EL PASO  
CATHEDRAL PINES METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference and in person on July 23<sup>rd</sup>, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 23<sup>rd</sup> day of July, 2024.

\_\_\_\_\_



## Cathedral Pines Metropolitan District

## Balance Sheet

As of June 30, 2024

	Jun 30, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
ECB Debt Service Fund	234,191.60
ECB - General Fund New Reserve	36,945.55
ECB - General Fund New - Other	305,515.89
<b>Total ECB - General Fund New</b>	342,461.44
MM - CSafe Bond Fund UMB	0.53
1071 - Bill.com Money In Clearing	738.75
<b>Total Checking/Savings</b>	577,392.32
<b>Accounts Receivable</b>	
Accounts Receivable	10,975.00
<b>Total Accounts Receivable</b>	10,975.00
<b>Other Current Assets</b>	
Prop Tax Rec - Debt Svc	104,914.17
Prop Tax Rec - Gnl Fund	117,256.89
Suspense	-53.00
<b>Total Other Current Assets</b>	222,118.06
<b>Total Current Assets</b>	810,485.38
<b>Fixed Assets</b>	
<b>Community Center</b>	
Accum Depreciation	-666,235.00
Original Cost	1,328,384.00
<b>Total Community Center</b>	662,149.00
<b>Equipment</b>	
Accum Depreciation	-2,401.00
Equipment - Other	13,922.00
<b>Total Equipment</b>	11,521.00
<b>Parks, Trails &amp; Monument</b>	
Accum Depreciation	-687,633.00
Parks, Trails & Monument - Other	1,006,154.88
<b>Total Parks, Trails &amp; Monument</b>	318,521.88
<b>Streets, Signs &amp; Lights</b>	60.92
<b>Total Fixed Assets</b>	992,252.80
<b>TOTAL ASSETS</b>	<b>1,802,738.18</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable (A/P)	36,112.99
<b>Total Accounts Payable</b>	36,112.99

## Cathedral Pines Metropolitan District

## Balance Sheet

As of June 30, 2024

	Jun 30, 24
<b>Other Current Liabilities</b>	
Accrued Interest - DSvc	17,779.00
Deferred Revenue - Lodge Events	65,125.75
Deferred Prop Tax - DSvc	104,914.17
Deferred Prop Tax - Gnl	117,256.89
Damage Deposits- Lodge Events	750.00
<b>Total Other Current Liabilities</b>	305,825.81
<b>Total Current Liabilities</b>	341,938.80
<b>Long Term Liabilities</b>	
Bonds Payable 2016	
Bond Premium 2016	
A/A Bond Premium 2016	-122,598.36
Bond Premium 2016 - Other	414,881.70
<b>Total Bond Premium 2016</b>	292,283.34
Bonds Payable 2016 - Other	4,260,000.00
<b>Total Bonds Payable 2016</b>	4,552,283.34
<b>Total Long Term Liabilities</b>	4,552,283.34
<b>Total Liabilities</b>	4,894,222.14
<b>Equity</b>	
Debt Svc / Cap Proj Funds	155,805.00
General Fund-Restricted	8,054.00
General Fund-Unrestricted	33,873.00
Gov't Wide Fund Balance	-3,628,512.79
32000 · Retained Earnings	83,775.51
Net Income	255,521.32
<b>Total Equity</b>	-3,091,483.96
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,802,738.18</b>

## Cathedral Pines Metropolitan District Profit & Loss Budget vs. Actual January through June 2024

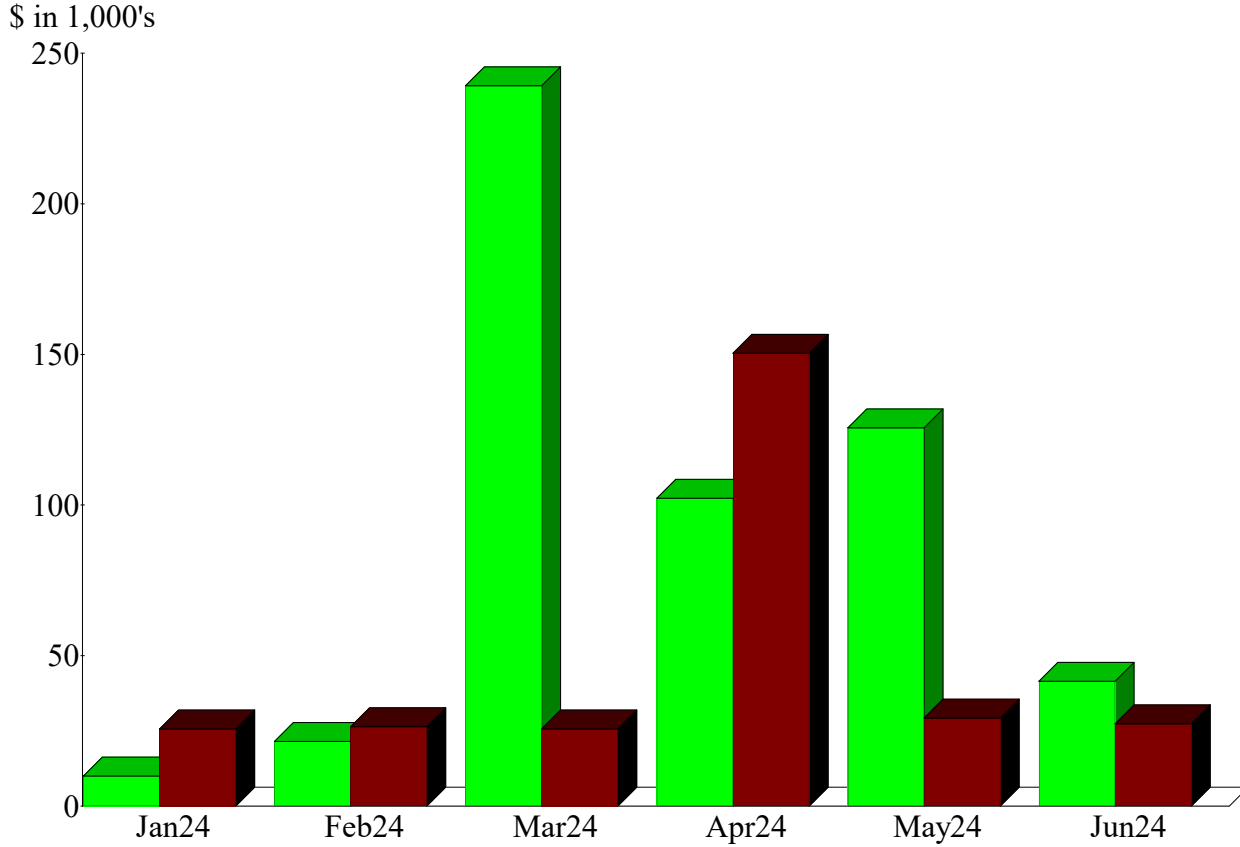
	TOTAL							
	Jun 24	Budget	\$ Over Budget	% of Budget	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
47800 · Insurance Claim	0.00				11,600.00			
<b>1-100 · GF INCOME</b>								
1-105 · GF Prop Tax Revenue	14,688.95	95,800.00	-81,111.05	15.33%	230,313.06	336,100.00	-105,786.94	68.53%
1-110 · Specific Ownership Taxes	4,775.53	4,200.00	575.53	113.7%	23,826.19	23,900.00	-73.81	99.69%
1-115 · Delinquent Tax and Interest	41.38				41.38			
1-120 · Rental Income - Lodge Events	6,750.00	20,000.00	-13,250.00	33.75%	56,434.34	33,000.00	23,434.34	171.01%
1-127 · Rental Income - Shed	1,000.00	1,000.00	0.00	100.0%	6,000.00	6,000.00	0.00	100.0%
<b>Total 1-100 · GF INCOME</b>	<b>27,255.86</b>	<b>121,000.00</b>	<b>-93,744.14</b>	<b>22.53%</b>	<b>316,614.97</b>	<b>399,000.00</b>	<b>-82,385.03</b>	<b>79.35%</b>
<b>2-100 · DS INCOME</b>								
2-105 · DS Prop Tax Revenue	13,142.74	24,820.00	-11,677.26	52.95%	206,069.57	148,920.00	57,149.57	138.38%
2-115 · Delinquent Tax & Interest	41.38				41.38			
2-130 · DS Interest Income	999.64	125.00	874.64	799.71%	5,795.33	750.00	5,045.33	772.71%
<b>Total 2-100 · DS INCOME</b>	<b>14,183.76</b>	<b>24,945.00</b>	<b>-10,761.24</b>	<b>56.86%</b>	<b>211,906.28</b>	<b>149,670.00</b>	<b>62,236.28</b>	<b>141.58%</b>
<b>Total Income</b>	<b>41,439.62</b>	<b>145,945.00</b>	<b>-104,505.38</b>	<b>28.39%</b>	<b>540,121.25</b>	<b>548,670.00</b>	<b>-8,548.75</b>	<b>98.44%</b>
<b>Gross Profit</b>	<b>41,439.62</b>	<b>145,945.00</b>	<b>-104,505.38</b>	<b>28.39%</b>	<b>540,121.25</b>	<b>548,670.00</b>	<b>-8,548.75</b>	<b>98.44%</b>
<b>Expense</b>								
<b>1-1000 · SERVICES</b>								
1-1005 · Audit	0.00	9,600.00	-9,600.00	0.0%	0.00	9,600.00	-9,600.00	0.0%
1-1010 · Management Expense	4,967.50	7,000.00	-2,032.50	70.96%	39,967.50	42,000.00	-2,032.50	95.16%
1-1015 · Maintenance Management	691.67				1,383.34			
1-1012 · Meeting Expense	0.00				263.90			
1-1020 · Legal Fees	562.50	1,250.00	-687.50	45.0%	2,875.00	7,500.00	-4,625.00	38.33%
<b>Total 1-1000 · SERVICES</b>	<b>6,221.67</b>	<b>17,850.00</b>	<b>-11,628.33</b>	<b>34.86%</b>	<b>44,489.74</b>	<b>59,100.00</b>	<b>-14,610.26</b>	<b>75.28%</b>
<b>1-2000 · LODGE</b>								
1-2001 · Lodge Management	3,500.00	2,500.00	1,000.00	140.0%	20,950.00	15,000.00	5,950.00	139.67%
1-2005 · Advertising/ Website	1,750.00	1,750.00	0.00	100.0%	10,500.00	10,500.00	0.00	100.0%
1-2020 · Event Supplies	0.00	1,000.00	-1,000.00	0.0%	877.88	1,700.00	-822.12	51.64%
1-2025 · Cleaning	635.00	417.00	218.00	152.28%	3,343.00	2,498.00	845.00	133.83%
1-2030 · Repairs and Maintenance	164.98	600.00	-435.02	27.5%	24,210.60	6,400.00	17,810.60	378.29%
1-2035 · Utilities	585.40	833.33	-247.93	70.25%	4,502.50	5,000.02	-497.52	90.05%
1-2040 · Security	61.77	208.33	-146.56	29.65%	1,228.98	1,250.02	-21.04	98.32%
1-2043 · Capital Improvements - O&M	0.00	292.00	-292.00	0.0%	0.00	1,748.00	-1,748.00	0.0%
1-2044 · Landscape Maintenance	5,366.00	1,000.00	4,366.00	536.6%	8,700.00	6,000.00	2,700.00	145.0%
1-2045 · Snow Removal	0.00	0.00	0.00	0.0%	576.00	6,000.00	-5,424.00	9.6%
1-2050 · Trash	275.56	250.00	25.56	110.22%	1,653.36	1,500.00	153.36	110.22%
1-2055 · Telephone	204.99	208.00	-3.01	98.55%	1,229.94	1,252.00	-22.06	98.24%
1-4030 · Lodge Contingency	0.00	833.00	-833.00	0.0%	0.00	5,002.00	-5,002.00	0.0%
<b>Total 1-2000 · LODGE</b>	<b>12,543.70</b>	<b>9,891.66</b>	<b>2,652.04</b>	<b>126.81%</b>	<b>77,772.26</b>	<b>63,850.04</b>	<b>13,922.22</b>	<b>121.81%</b>
<b>1-3000 · GF EXPENSES</b>								
1-3002 · License & Fees	0.00	0.00	0.00	0.0%	676.60	800.00	-123.40	84.58%
1-3005 · Landscape Maintenance	3,709.00	5,417.00	-1,708.00	68.47%	18,423.09	32,498.00	-14,074.91	56.69%
1-3008 · Landscape Upgrade	0.00	25,000.00	-25,000.00	0.0%	0.00	50,000.00	-50,000.00	0.0%
1-3010 · Repair & Maintenance - O&M	51.48	1,667.00	-1,615.52	3.09%	13,540.87	9,998.00	3,542.87	135.44%
1-3015 · Snow Removal - O&M	0.00	0.00	0.00	0.0%	7,497.67	6,000.00	1,497.67	124.96%
1-3020 · Utilities - O&M	3,364.96	1,250.00	2,114.96	269.2%	7,425.75	7,500.00	-74.25	99.01%
1-3035 · GF - Contingency	1,000.00	833.00	167.00	120.05%	2,639.20	5,002.00	-2,362.80	52.76%
<b>Total 1-3000 · GF EXPENSES</b>	<b>8,125.44</b>	<b>34,167.00</b>	<b>-26,041.56</b>	<b>23.78%</b>	<b>50,203.18</b>	<b>111,798.00</b>	<b>-61,594.82</b>	<b>44.91%</b>
<b>1-4000 · OTHER</b>								
1-4015 · Office Expenses	0.00	83.00	-83.00	0.0%	401.56	502.00	-100.44	79.99%
1-4020 · Collection Fee GF(Treasurer)	221.01	1,437.00	-1,215.99	15.38%	3,455.36	5,042.00	-1,586.64	68.53%

**Cathedral Pines Metropolitan District**  
**Profit & Loss Budget vs. Actual**  
January through June 2024

	TOTAL							
	Jun 24	Budget	\$ Over Budget	% of Budget	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
Total 1-4000 · OTHER	221.01	1,520.00	-1,298.99	14.54%	3,856.92	5,544.00	-1,687.08	69.57%
<b>2-1000 · DS EXPENSES</b>								
2-1005 · Trustee Fees	0.00	66.66	-66.66	0.0%	0.00	399.96	-399.96	0.0%
2-1010 · Collection Fee DS (Treasurer)	197.74	372.33	-174.59	53.11%	3,091.63	2,233.98	857.65	138.39%
2-1015 · Bond Principal Pmts	0.00	7,083.33	-7,083.33	0.0%	0.00	42,499.98	-42,499.98	0.0%
2-1030 · Interest Expense DS	0.00	17,529.17	-17,529.17	0.0%	105,175.00	105,175.02	-0.02	100.0%
<b>Total 2-1000 · DS EXPENSES</b>	<b>197.74</b>	<b>25,051.49</b>	<b>-24,853.75</b>	<b>0.79%</b>	<b>108,266.63</b>	<b>150,308.94</b>	<b>-42,042.31</b>	<b>72.03%</b>
<b>Total Expense</b>	<b>27,309.56</b>	<b>88,480.15</b>	<b>-61,170.59</b>	<b>30.87%</b>	<b>284,588.73</b>	<b>390,600.98</b>	<b>-106,012.25</b>	<b>72.86%</b>
Net Ordinary Income	14,130.06	57,464.85	-43,334.79	24.59%	255,532.52	158,069.02	97,463.50	161.66%
Other Income/Expense								
Other Expense								
Other Miscellaneous Expense	11.20				11.20			
<b>Total Other Expense</b>	<b>11.20</b>				<b>11.20</b>			
Net Other Income	-11.20				-11.20			
<b>Net Income</b>	<b>14,118.86</b>	<b>57,464.85</b>	<b>-43,345.99</b>	<b>24.57%</b>	<b>255,521.32</b>	<b>158,069.02</b>	<b>97,452.30</b>	<b>161.65%</b>

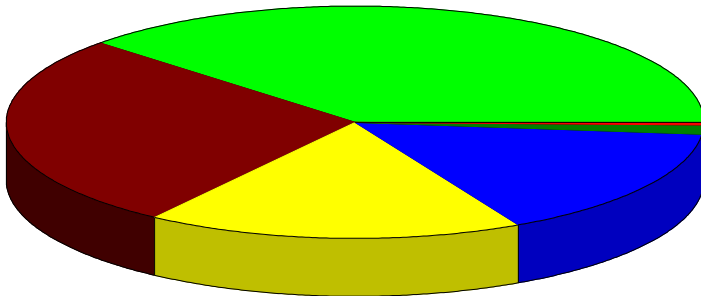
Income and Expense by Month  
January through June 2024

Income  
Expense



Expense Summary  
January through June 2024

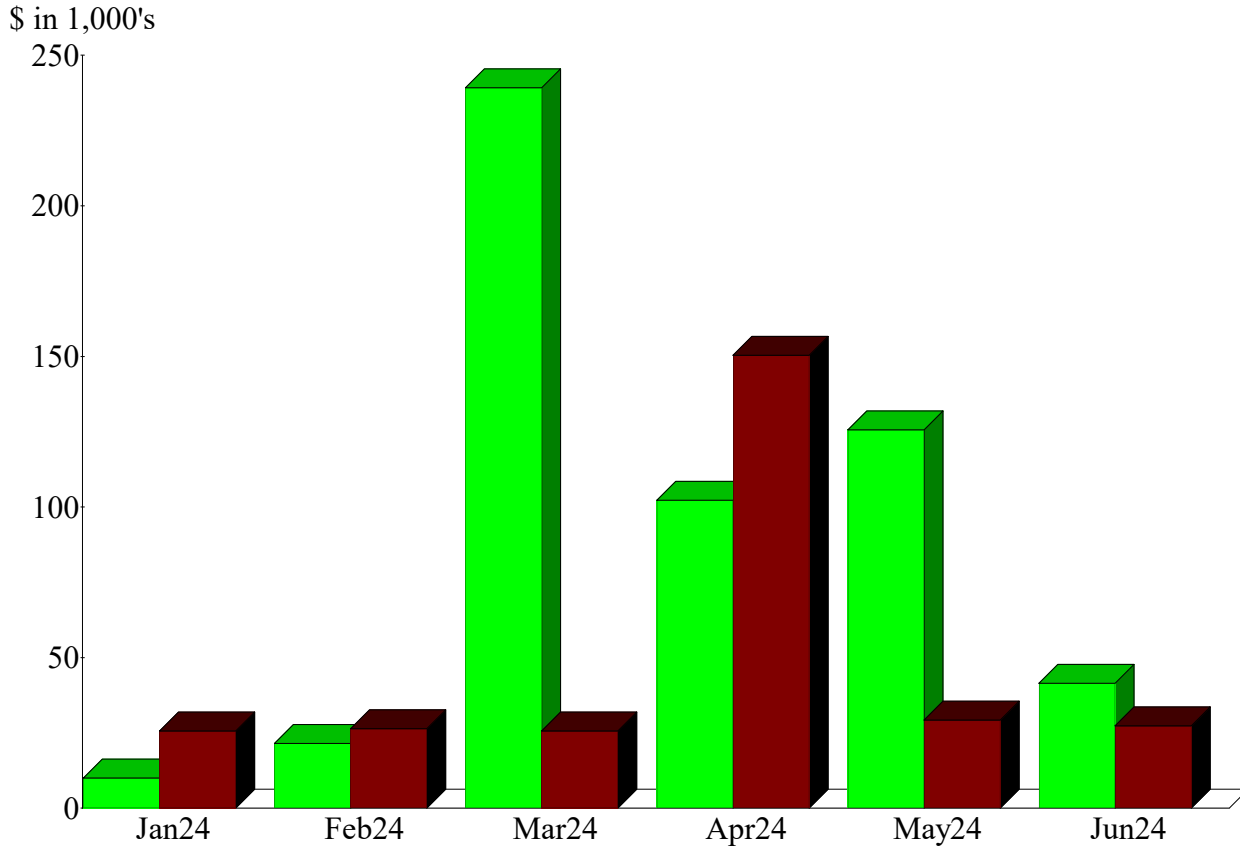
2-1000 · DS EXPENSES	38.04%
1-2000 · LODGE	27.33
1-3000 · GF EXPENSES	17.64
1-1000 · SERVICES	15.63
1-4000 · OTHER	1.36
Other Miscellaneous Expense	0.01
<b>Total</b>	<b>\$284,599.93</b>



By Account

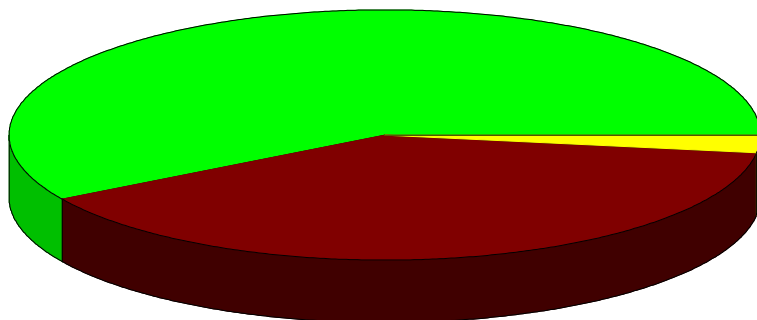
Income and Expense by Month  
January through June 2024

Income  
Expense



Income Summary  
January through June 2024

1-100 · GF INCOME	58.62%
2-100 · DS INCOME	39.23
47800 · Insurance Claim	2.15
<b>Total</b>	<b>\$540,121.25</b>



By Account





# Cathedral Pines Metropolitan District

## PAYMENT REQUEST

7/16/2024

### GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
Black Hills Energy	5715886192	7/3/2024	\$ 26.78	Auto Pay
EE Cleaning	11447	6/17/2024	\$ 65.00	
EE Cleaning	11491	6/28/2024	\$ 570.00	
Gardner Law Office	10343	6/15/2024	\$ 562.50	
LandTech	8858	5/1/2024	\$ 3,334.00	
LandTech	9305	6/3/2024	\$ 3,334.00	
LandTech	9619	6/14/2024	\$ 4,850.00	
LandTech	9921	7/1/2024	\$ 3,334.00	
LandTech	10050	7/8/2024	\$ 2,151.86	
Magnolia Audio Video	BW3TZH-0	6/13/2024	\$ 150.00	
Mountain View Electric	360501	6/19/2024	\$ 109.81	Utilities - O&M
Mountain View Electric	360601	6/19/2024	\$ 2,842.91	Utilities - O&M
Mountain View Electric	404701	6/19/2024	\$ 52.23	Utilities - O&M
Mountain View Electric	103043401	6/19/2024	\$ 496.16	Utilities - Lodge
Mountain View Electric	103045401	6/19/2024	\$ 22.42	Utilities - O&M
Mountain View Electric	103047401	6/19/2024	\$ 11.33	Utilities - O&M
Mountain View Electric	103051401	6/19/2024	\$ 17.98	Utilities - O&M
Mountain View Electric	103051901	6/19/2024	\$ 12.08	Utilities - O&M
Mountain View Electric	103161601	6/19/2024	\$ 14.05	Utilities - O&M
Mountain View Electric	103162001	6/19/2024	\$ 35.73	Utilities - O&M
Mountain View Electric	103470400	6/19/2024	\$ 15.00	Utilities - O&M
Mountain View Electric	103470800	6/19/2024	\$ 28.00	Utilities - O&M
Mountain View Electric	103484500	6/19/2024	\$ 29.00	Utilities - O&M
Solitude Lake Management	PSI073575	5/2/2024	\$ 691.67	
Solitude Lake Management	PSI081659	6/2/2024	\$ 691.67	
Solitude Lake Management	PSI090033	7/2/2024	\$ 691.67	
Stratus IQ	70124	7/1/2024	\$ 204.99	
Tall Timbers Tree & Schrub Serv	656064	6/25/2024	\$ 375.00	
Tall Timbers Tree & Schrub Serv	656248	7/2/2024	\$ 1,275.00	
TWM	107681	6/1/2024	\$ 1,750.00	
TWM	107886	7/1/2024	\$ 1,750.00	
Waste Connection	5126272V315	7/1/2024	\$ 275.56	Auto Payment
William Heeter	70624	7/6/2024	\$ 44.26	Reimbursement Trail Signs
WSDM District Managers	8060	6/30/2024	\$ 4,967.50	
TOTAL			\$ 34,782.16	

**TOTAL \$ 34,782.16**

Director \_\_\_\_\_

Eastern Colorado Bank 7/16/2024	\$	304,777.18
This Months Payables	\$	(34,782.16)
Eastern Colorado Bank After Draw	\$	<b>269,995.02</b>





# Monthly Online Report

June 2024



## Executive Summary

Dear The Lodge at Cathedral Pines,

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

- Completed website redesign concept
- Achieved a 276% increase in website traffic compared to June of last year
- Continued gains in exposure, venue inquiries, and bookings

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

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

Respectfully,  
Travis Mark

## Google Analytics v4: Overview

Account: The Lodge at Cathedral Pines | Traffic channel: All | Filter: All Users | Period: 01 Jun - 30 Jun, 2024

Sessions

# 1.7K

The number of sessions within the date range

New Sessions

# 82.45%

An estimate of the percentage of first time visits

Pages / Sessions

# 1.74

The average number of pages viewed during a session

Engagement Rate

# 52.35%

The percentage of engaged sessions

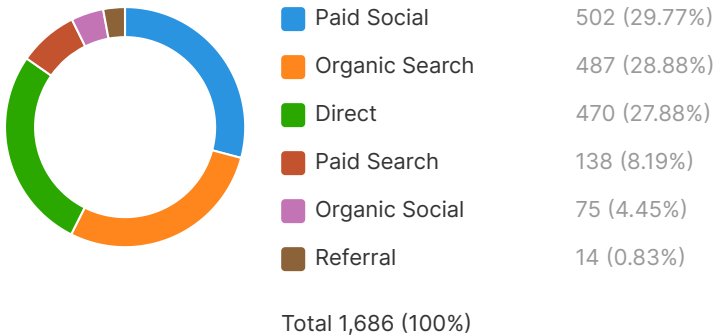
Avg. Session Duration

# 00:01:52

The average length of a Session

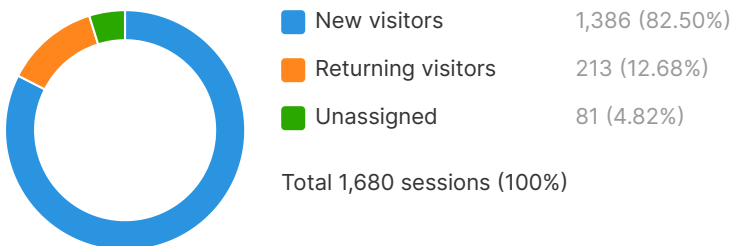
## Google Analytics v4: Top Traffic Channels by Sessions

Account: The Lodge at Cathedral Pines | Filter: All Users | Period: 01 Jun - 30 Jun, 2024



## Google Analytics v4: New Vs Returning Visitors

Account: The Lodge at Cathedral Pines | Traffic channel: All | Period: 01 Jun - 30 Jun, 2024



## Google Analytics v4: Top Pageviews

Account: The Lodge at Cathedral Pines | Traffic channel: All | Period: 01 Jun - 30 Jun, 2024

No.	Page	Pageviews	Sessions	Engaged sessions
1	/	967 (32.99%)	870 (51.75%)	562 (63.86%)
2	/wedding-venue-colorado-springs/	584 (19.92%)	446 (26.53%)	384 (43.64%)
3	/event-venue/	302 (10.30%)	262 (15.59%)	241 (27.39%)
4	/family-events/	226 (7.71%)	214 (12.73%)	79 (8.98%)
5	/summer-wedding-ideas-for-colorado/	223 (7.61%)	206 (12.25%)	86 (9.77%)
6	/small-party-venue-in-colorado-springs/	193 (6.58%)	189 (11.24%)	82 (9.32%)



No.	Page	Pageviews ▼	Sessions	Engaged sessions
7	/contact-us/	122 (4.16%)	101 (6.01%)	79 (8.98%)
8	/wedding-venue-colorado-springs/wedding-images/	86 (2.93%)	82 (4.88%)	75 (8.52%)
9	/special-occasions/	68 (2.32%)	64 (3.81%)	55 (6.25%)
10	/family-reunion-colorado/	41 (1.40%)	38 (2.26%)	35 (3.98%)

## Google Business Profile: Impressions (Overview)

Location: The Lodge at Cathedral Pines (13977 Milam Rd, Colorado Springs, 80908) | Period: 01 Jun - 30 Jun, 2024

### Impressions Desktop Maps

**107**

Business impressions on Google Maps on Desktop devices.

### Impressions Desktop Search

**284**

Business impressions on Google Search on Desktop devices.

### Impressions Mobile Maps

**572**

Business impressions on Google Maps on Mobile devices.

### Impressions Mobile Search

**834**

Business impressions on Google Search on Mobile devices.

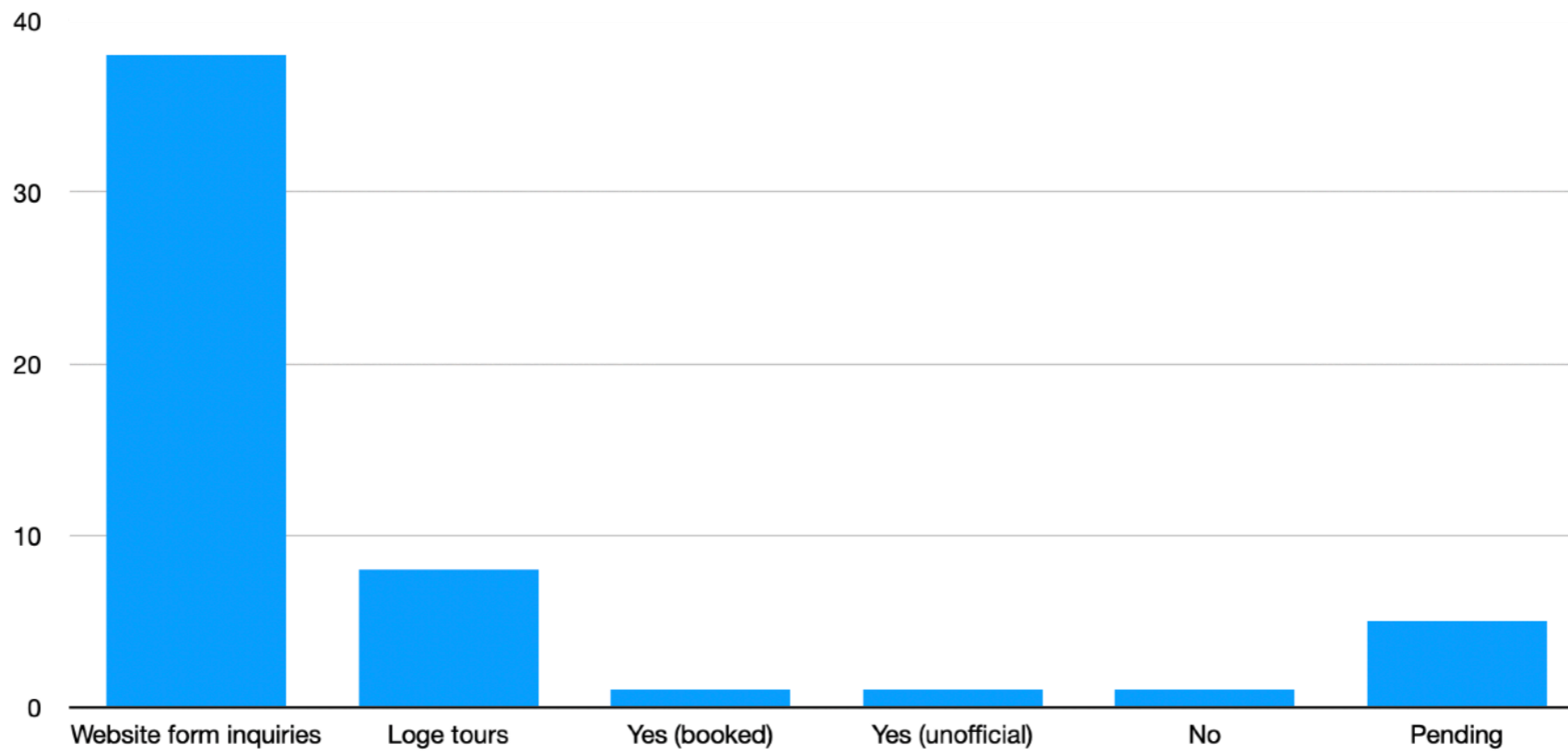
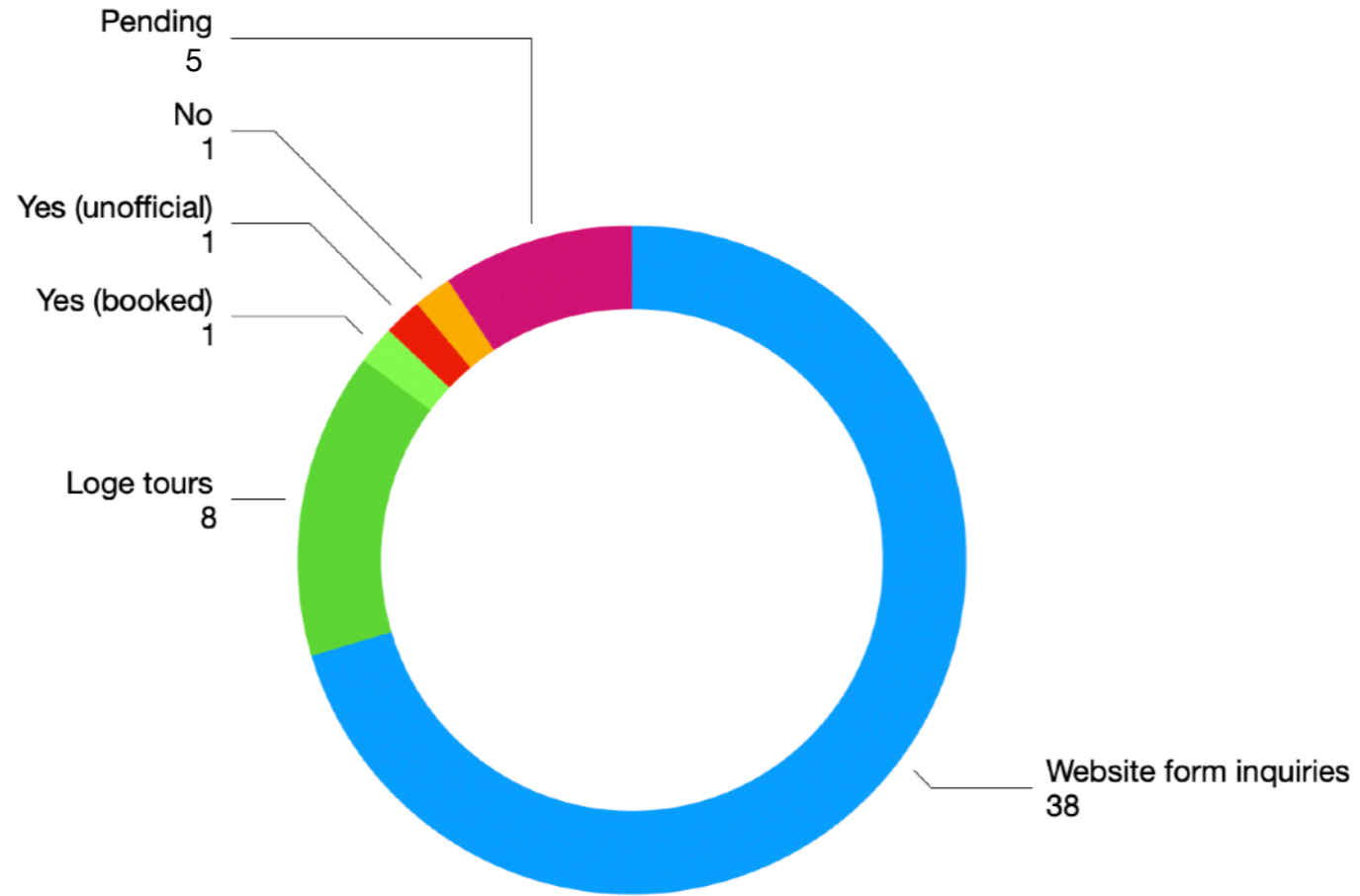
## This month's preview

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

- Publish website redesign
- Conduct quarterly SEO audit
- Develop new website content
- Monitor and update PPC campaigns
- Continue developing and delivering content to social channels



# Lodge Traffic June 2024



# Lodge Traffic June 2024

## Venue Tours

#	<u>Tour Name</u>	<u>Tour Date</u>	<u>Schedule Method</u>	<u>Event Type</u>	<u>Desired Date</u>	<u>Anticipated Guest Count</u>	<u>Booked?</u>	<u>Date Booked</u>	<u>Notes</u>
1	Nicole Rudy	June 1, 2024	Phone Call	Wedding	Late Summer/ Early Fall 2025	100ish			Checking back at the end of summer
2	Jenna Abeyta	June 3, 2024	Phone Call	Wedding	July 18, 2024	100	Yes	July 18, 2024	Resident Sponsored Event
3	Michael Poland	June 13, 2024	Zola	Wedding	Summer or Fall 2025 - flexible	~125-200	Tentative Yes	August 30, 2025	
4	Isabella Gilette	June 19, 2024	Website	Wedding	January 2025	100	-	-	Virtual Tour; canceled due to family emergency
5	Chris Valentino	June 19, 2024	Website	Wedding	August 2025	75			
6	Shelby Abeyta	June 22, 2024	Website	Wedding	November 22, 2024	150			
7	Allysson Drews	June 28, 2024	Website	Wedding	September 2025 (around 18th, any Thursday)	100	No	-	Canceled, chose different venue
8	Katherine Duffy	June 30, 2024	Website	Wedding	October 4, 2025	75	-	-	No Show; need to reschedule due to work

## Resident Tours

<u>Tour Name</u>	<u>Tour Date</u>	<u>Event Date</u>	<u>Resident Sponsor</u>
Sadhna Jani	June 13, 2024	September 5, 2024	Maithili Shankar

## **Resident Events**

Event Name	Event Date	Event Type	Resident Sponsor
Resident Conrad Event - Front Porch Circle Giving Tea	June 5, 2024	Resident Hosted Event	Yvonne Conrad
Trueb/Westhues Wedding	June 14, 2024	Resident Sponsored Wedding	Linda Trueb
Resident Alden Event - Spangler/McCready Wedding	June 16, 2024	Resident Sponsored Wedding	Jenny Alden

## **Outside Events**

Event Name	Event Date	Event Type	Rental Type
Gilbert Wedding	June 6, 2024	Wedding	Venue Only 8 hour Rental
Watanabe/Berg Wedding	June 12, 2024	Wedding	Venue Only 12 hour rental
Evans/Crouch Wedding	June 15, 2024	Wedding	Venue Only 12 hour rental

## **Community Events**

Event Type	Event Date	Resident Sponsor
Annual Recycling Event	June 8, 2024	HOA
HOA Bunco Night	June 11, 2024	HOA/Lori O'Neil
HOA/ACC Meeting	June 17, 2024	HOA
Metro Board Meeting	June 18, 2024	Metro Board
HOA/ACC Meeting	June 19, 2024	HOA
Men's Night Out	June 19, 2024	Kevin Ehlers/HOA

## **Bookings**

Event Type	Renter Name	Event Date	Rental Type	Resident Sponsor	Date Booked	Tour Date
------------	-------------	------------	-------------	------------------	-------------	-----------

Rehearsal Dinner	Keri Spriggs	July 28, 2024	Venue Only 4 hour rental	-	June 5, 2024	Wedding Date booked for July 29, 2024
Wedding	Resident Wu Event - Hermansen/ Abeyta Wedding	July 18, 2024	Resident Sponsored Event	Albert Wu	June 6, 2024	June 2, 2024
Wedding	Stephanie Moore	September 6, 2024	Venue Only 8 Hour	-	June 12, 2024	Previous Event - May 20, 2024

## Manager's Notes

Current Revenue -\$125,275

Number of Real Inquiries - 38

### Spam Inquiries

The number of spam inquiries are starting to dwindle! The system is now sorting them for me (for the most part), and bundles all of the actual inquiries separate from the spam. Hopefully soon the system will cut them out completely!

### Tour Updates

Tours have slowed down a bit, but there are a few reasons for that to happen - everyone just graduated school and is traveling for break, engagement season is over and we caught all the early birds (but there are always summer travel engagements to look forward to), but also, we have been super busy this month! Availability is not as open for tours this month like it normally is just because we have had so many events happen - 3 resident sponsored events, 3 outside weddings, and 2 community events! We will see a pickup in tours again once everyone is done traveling for the 4th of July.

### A/C Units

We have had the large A/C unit go out on us, and now it seems the small ones are either going out or gone as well! There were a few days where the bridal suite alone stayed at 80 degrees no matter what the thermostat is set to. When the repair techs from Fountain Valley come out on

July 3 to fix the large unit, I will have them assess the smaller units again as well, since we just had annual servicing and they were working then. Between now and the service date, we have one outside rental wedding.

### **Lodge Maintenance**

Ecton and I have been busy working together this weekend on very random and specific projects! Ecton was a rockstar by helping me twice in a pinch - once when a tenting company was earlier than expected, and once when a wedding party had a special request. Ecton helped take the bistro lights down for the tent and then put them back up again like a pro! He also refinished the circle arch at the request of another wedding party.

### **Internet and Sound System**

Recently, the sound system has not wanted to connect to Samsung devices, and the HDMI port would not respond when a device was plugged in. I attempted to troubleshoot over the phone with Geek Squad, but we reached the point where a visit was needed. I also noticed the wifi acting up and being spotty, so I contacted Stratus IQ and Geek Squad to see what we could do to fix the problems. Stratus IQ was able to help me over the phone, and said the wifi looked great on their end and whatever was causing the issue happened after the signal left their system, meaning the router was the issue. When Seth from Geek Squad came out, he was able to fix the HDMI port and was able to troubleshoot the internet. He said if we keep having connection issues, we may need to upgrade the router - it is an older model, and may just be nearing its end. As for the Samsung issues he said that in order to have the system talk to Samsung we would need another device (I cannot remember what he called it, I asked him for verification and am waiting on his response) which runs about \$50, but this device should solve all connectivity issues with different devices. Once he responds with details I will pass them along.

### **Street Lights**

I noticed the street lights not turning on at night again, so I asked Bill to show me where the main switch for them was. We went out to the control box, and Bill showed me how it works, but we noticed the time dial was wrong. We corrected it and went on our way. The next day I noticed the street lights were on during the day (about 8:00 pm) when they were not supposed to be on until later. I went to check the dial, and the time was wrong again - the dial said it was 3:30 in the morning! Bill called the electrician, and he said it was a faulty part, so he ordered us a new one and will replace it at no charge.

### **New Paper Products**

We recently upgraded some products in the Lodge - specifically in the bathrooms and the maintenance room! With the help of David from Colorado Springs Cleaning Supply and Rebecca, we have all new paper towel dispensers, toilet paper dispensers, soap dispensers, sanitary napkin bins, fragrance boxes in the bathrooms, splash guards and urinal cakes in the men's room, and a new chemical dispenser in the maintenance room. With these new products,

the bathrooms stay stocked for longer and can accommodate more guests without running out, keep the bathrooms fresher longer, and help keep cleaning products on hand for after events.

### **Office and Lodge Needs**

- Printer Ink
- Printer Paper
- Trash Bags (Colorado Springs Cleaning Supply)
- Wood Floor Cleaner (Colorado Springs Cleaning Supply)
- Mop Heads (Colorado Springs Cleaning Supply)
- Rags/Cleaning wipes (Colorado Springs Cleaning Supply)

### **Goals**

Sales and traffic goals for the Lodge this month:

a total of 5 new bookings by the end of the month a total of 10 tours by the end of the month

End-of-Year Goals:

75 total events (current: 60) \$155,000 in revenue (current: \$125,275)

My goals for the Lodge for this month are:

- Growing traffic through the leads and inquiries
- Growing our word of mouth through previous events
- Dropping flyers at jewelry stores and florists Building vendor connections



## Tree Removal and Deep Root Fertilization

**Date** 6/19/2024  
**Customer** Rebecca Harris | WSDM – District Managers | 614 N Tejon Street | Colorado Springs , CO 80903  
**Property** CATHEDRAL PINES METROPOLITAN DISTRICT | 13977 Milam Rd | Colorado Springs, CO 80908  
**Billing Email** Rebecca.h@wsdistricts.co

### Scope Of Work

#### 1 Pine Removal 1

- Fox Chase - Remove half dead pine and half dead aspen in cul-de-sac. Remove to low stumps.
- The Lodge - Remove half dead pine past lodge building entrance. Remove to low stump.

#### 2 Pine Stump Grinding 1

- Grind stump and visible surface roots

**\*\*Landtech will call 811 to mark public utilities before work is done. CUSTOMER is responsible for marking private lines including but not limited to irrigation lines, drip lines, electric fencing, lighting wires, etc. Landtech is not responsible for any unmarked lines.\*\***

#### 3 Pine DRF 1

- Deep root fertilization of the following trees: 6 struggling pines in Vessey median
- 3 pines Tewkesbury median North of Saxton Hollow 3 pines Hildenshire median North of Saxton Hollow

4 pines in Lauriston median and 4 addition pines in Lauriston circle culdusac.

- Spring-Summer
- High-nitrogen blend to stimulate robust canopy growth. Superior liquid potassium for rapid nutrient delivery to roots. A wide range of 100% EDTA-chelated dry micronutrients.
- Humic acid for enhanced efficiency and nutrient retention.

#### 4 All Trees DRF 1

- Deep root fertilization of all trees in Milam median. Trees had many roots cut during irrigation install and could benefit for fertilization improved health - Spring-Summer



- High-nitrogen blend to stimulate robust canopy growth. Superior liquid potassium for rapid nutrient delivery to roots. A wide range of 100% EDTA-chelated dry micronutrients.
- Humic acid for enhanced efficiency and nutrient retention.

## Tree Removal and Deep Root Fertilization

### Tree Removal

Items	Quantity	Unit		
Subcontractor	775.00	Flat		
			<b>Tree Removal:</b>	<b>\$1,007.50</b>

### Stump Grinding

Items	Quantity	Unit		
Subcontractor	365.00	Flat		
			<b>Stump Grinding:</b>	<b>\$474.50</b>

### Tree Deep Root Fertilization

Items	Quantity	Unit		
Subcontractor	310.00	Flat		
			<b>Tree Deep Root Fertilization:</b>	<b>\$403.00</b>

### Tree Deep Root Fertilization

Items	Quantity	Unit		
Subcontractor	1,610.00	Flat		
			<b>Tree Deep Root Fertilization:</b>	<b>\$2,093.00</b>

---

**PROJECT TOTAL: \$3,978.00**

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By   
 Dean Laird

Date 6/19/2024  
 Landtech Contractors, LLC

By \_\_\_\_\_

Date \_\_\_\_\_  
 CATHEDRAL PINES  
 METROPOLITAN DISTRICT





## Trench for Electrical Line/ Replace 2 evergreen trees.

**Date** 6/26/2024  
**Customer** Rebecca Harris | WSDM – District Managers | 614 N Tejon Street | Colorado Springs , CO 80903  
**Property** CATHEDRAL PINES METROPOLITAN DISTRICT | 13977 Milam Rd | Colorado Springs, CO 80908  
**Billing Email** Rebecca.h@wsdistricts.co

Landtech will run a new trench for an electrical line to be added for lighting the entrance landscape. The trench will connect the existing box close to the mailbox kiosk, the trench will be dug at 18-20 inches. LandTech tech will cut a section of road and trench across the road. Landtech will add 2 sleeves one for Electric and one for future irrigation. Landtech will fill the trench for the road with road base and will not be responsible for fixing the asphalt.

## Dry Creek Bed

### Tree Removal

Items	Quantity	Unit		
Labor - Enhancement	4.00	Hr		
			<b>Tree Removal:</b>	\$174.96

### Tree Installation

Items	Quantity	Unit		
Pinus Nigra Austrian Pine 6 ft. Height Ball and Burlap	2.00	Ea		
Labor - Enhancement	4.00	Hr		
Misc Irrigation Materials	1.00	Ea		
			<b>Tree Installation:</b>	\$1,031.96

## Electrical Trench

### Electrical Trench Installation

Items	Quantity	Unit		
Roadbase	1.00	Ton		
Labor - Enhancement	20.00	Hr		
			<b>Electrical Trench Installation:</b>	\$944.94

**PROJECT TOTAL: \$2,151.86**

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By  \_\_\_\_\_

Dean Laird

Date 6/26/2024

Landtech Contractors, LLC

By \_\_\_\_\_

Date \_\_\_\_\_

**CATHEDRAL PINES  
METROPOLITAN DISTRICT**



# CATHEDRAL PINES- ROCK FACADE REPAIR PROPOSAL



Holladay Grace  
7917 Red Granite Loop  
Suite 100  
Colorado Springs, CO 80939  
holladaygrace@holladaygrace.com  
(719) 596-0799

For: CATHEDRAL PINES  
Job Address: 13977 Milam Road  
Colorado Springs, CO 80908  
rebecca.h@wsdistricts.co  
(719) 477-1777

Job # 80606 - RM	Proposal # 4992	Proposal Date 07/19/2024
------------------	-----------------	--------------------------

Proposal Amount	\$1,162.11
-----------------	------------

## Description

### Project Materials

**boral prostone aged ledgestone**  
flats

**boral prostone aged ledgestone**  
corners

**Techpro Stone Veneer Joint Grout**  
charcoal

**Grout Bag**  
Applicator

**Concrete**  
stone veneer backing

### Project Labor

**Repair**  
labor

**Total** **\$1,162.11**

**Customer Signature:**

Signature
Signature Date

**Note:**

Scope of Work

Pick up stone match stones flats and corners

Arrive on-site

Prep area for repair

Remove broken stones to be replaced

Chip away concrete backing from previous application

Once clean, choose stones to fit repair area

Apply concrete backing material

Set stones in place

Apply mortar joint filler material to match existing joint material color

\*Note to customer: Stones and mortar joint filler may not match exactly as stones are natural and purchased at much later date than original stones and mortar joint filler may dry in a different manner as weather conditions may be different than when original was applied.

**Holladay Grace**  
7917 Red Granite Loop  
Suite 100  
Colorado Springs, CO 80939  
holladaygrace@holladaygrace.com  
(719) 596-0799

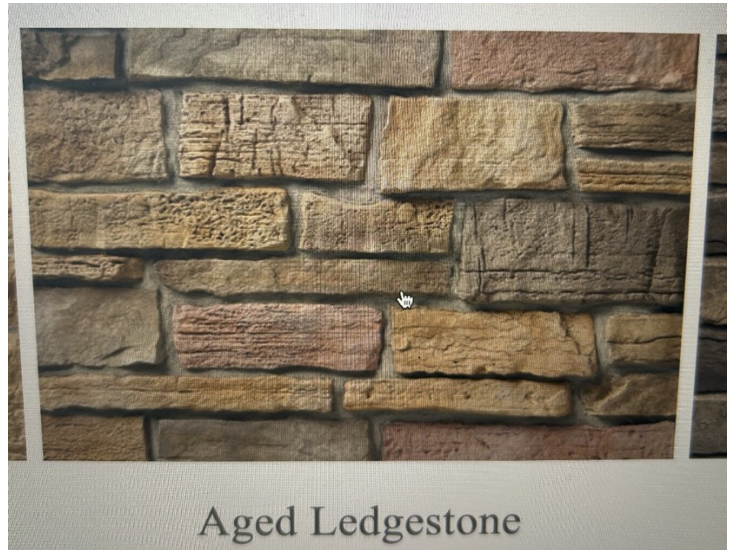
CATHEDRAL PINES/2407-5929604-01  
13977 Milam Road  
Colorado Springs, CO 80908

## Attached Images

Cathedral\_pines\_stone\_repair.jpg



Cathedral\_pines\_stone\_match.jpg





# DEFINITIONS, GENERAL TERMS, COVENANTS AND CONDITIONS

## DEFINITIONS

1. "Agreement" means this Proposal when executed by the parties hereto.
2. "Force Majeure Delay" means: (a) the inability or delay of HGR as defined below) in fulfilling any of HGR's obligations under this Agreement by reason of strike, other labor trouble, inability to timely obtain any governmental permits, terrorism, governmental controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting there from or any other cause, whether similar or dissimilar to the above, beyond HGRs actual control; or (b) any failure or defect in the supply, quantity or character of electricity or water furnished to the Property, by reason of any requirement, act or omission of the public utility or others furnishing the Property with electricity or water, or for any reason, whether similar or dissimilar to the above, which prevents HGR from conducting the work. If this Agreement specifies a time period for performance of an obligation of HGR, that time period shall be extended by the period of any delay HGR's performance caused by any of the Force Majeure Delay.
3. "HGR" means Holladay Grace Roofing, Inc., a Colorado corporation dba Holladay Grace Roofing.
4. "Proposal/Agreement" means this proposal, work order and, upon execution, the Agreement between the parties.
5. "RCV" means the estimate set forth in this Proposal and is subject to change based on unforeseen conditions, including, without limitation, a Force Majeure Delay (and for insurance work (if any), the actual work performed by HGR and coverage amounts included on the claim.)

## GENERAL TERMS COVENANTS AND CONDITIONS

### WE PROPOSE TO FURNISH MATERIAL AND LABOR IN ACCORDANCE WITH THE WORK ORDER PRICE AND APPROVED SUPPLEMENTS

1. This proposal, when accepted by signature of the parties hereto, incorporates all provisions stated herein
2. Subject to the provisions of Paragraph 4 below, upon completion of work a final invoice will be sent to the customer and for insurance work (if any) an additional invoice will be sent to customer's insurance carrier. The final invoice amount will include the original RCV amount plus any unforeseen conditions, including, without limitation, any costs incurred in connection with a Force Majeure Delay(s), and paid as incurred items (i.e. permits and other necessary governmental or quasi-governmental requirements necessary for HGR to complete the work). For insurance work, the amount will include any supplements, for additional work done that was not included on the initial insurance claim, such as permit fees, taxes, O&P and code required upgrades. The balance due figure may be subject to change.
3. HGR SHALL HOLD IN TRUST ANY PAYMENT RECEIVED FROM YOU UNTIL HGR HAS DELIVERED ROOFING MATERIALS AT THE SITE OR HAS PERFORMED A MAJORITY OF THE ROOFING WORK ON YOUR PROPERTY. You have the right to rescind this Agreement and obtain a full refund of any deposit within 72 hours after entering this Agreement. If you plan to use the proceeds of a property and casualty insurance policy to pay for the roofing work, you may rescind this contract within 72 hours after you receive written notice from the insurance company that your claim has been denied in whole or in part. However, HGR is entitled to retain payments or deposits to compensate for roof work actually performed in a workmanlike manner consistent with standard roofing industry practices. HGR cannot pay, waive, rebate, or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment of roofing work on your property (per Senate Bill SB12-38 (enacted as C.R.S. 6-22-101, et seq.)).
4. Unless specifically stated on the face of this Proposal/Agreement, the payment terms shall govern. Otherwise, if the work is completed within a calendar month, payment for the work is due upon substantial completion of the work. In all other cases, payment for the materials furnished and stored for the project and/or work completed during the calendar month is due on the fifteenth day of the following month, with final payment due upon substantial completion of the work. Nonpayment in violation of terms shall be cause for terminating performance. If payments are not received when due, interest and all costs and expenses incidental to collection or to the enforcement of the obligations of customer, including all reasonable attorney's fees incurred by HGR., whether or not a civil action is filed, shall be part of the customer's obligations and shall be added to the unpaid balance. Interest shall accrue on all past due amounts at the rate of 2% per month or the highest amount permitted by all applicable laws. Final payment in full shall not be held up while waiting for any governmental or quasi-governmental agency to inspect the work completed. HGR will come back within 10 business days from receipt of correction notice to make necessary corrections; provided, however, HGR shall have the right to contest any such correction notice. HGR will accept payment in the form of cash, check, credit card, or other agreed upon manner. If the customer chooses to pay by credit card, they will be charged a convenience fee of 2.5%. If the customer chooses to pay by check written on the customer's account, HGR reserves the right to charge a \$25 fee for any personal check returned for insufficient funds in addition to any such fees charged by customer's bank. A project deposit of fifty percent (50%) shall be due upon execution of this Proposal/Agreement unless otherwise stated on the face of this Proposal/Agreement.

5. All items of work not specifically mentioned in this Proposal/Agreement are excluded.
6. Amounts, weights, thicknesses or other quantities quoted are approximate and shall be subject to normal industry variations and to variations over the entire roof surface.
7. HGR shall not be responsible for damage or delay due to considerations beyond its reasonable control, including the availability of all materials. Substitutions of materials of like kind and quantity may be required. Additions or deviations shall be considered as a change to this Agreement and the customer shall execute a change order.
8. The customer agrees to provide HGR, without charge, adequate working space and access to the job site, sufficient storage room for all materials, access to utilities, and reasonable use of elevators, stairs (and other means of access) and such other equipment as may be available at the job site for handling materials and performing the work.
9. HGR shall take reasonable safety precautions with respect to its work and shall be responsible for compliance of its equipment, employees, and immediate work area with applicable safety regulations. The customer shall in all other respects be responsible for site compliance with applicable safety regulations. HGR shall not be responsible for indoor air quality or other conditions of the property during the performance of the work or after completion of the work. HGR may refuse to commence work or terminate performance hereunder if job site conditions violate applicable safety regulations or any other applicable laws.
10. The customer acknowledges and agrees changes may be necessary due to hidden or differing site conditions which require a change in the scope of work described in this Proposal/Agreement. Additions to, or deviations from the scope of work described, in this Proposal/Agreement shall be considered as a change to this Agreement and if such change causes an increase or decrease in the cost of performance, an equitable adjustment in this Agreement price shall be made. The customer acknowledges and agrees to execute a change order, which will act to amend this Agreement, in the event there is an increase or decrease in the cost of performance.
11. HGR agrees to carry sufficient Workmen's Compensation and Public Liability Insurance to protect the customer against any claims arising due to the operations of HGR. The Customer agrees to provide sufficient insurance to protect HGR against loss of materials installed or on the premises due to fire, windstorm, hail or similar casualty. HGR is insured by Lloyd's of London and Pinnacle Insurance.
12. Unless another guaranty or warranty has been stated in this Proposal/Agreement, printed below, and incorporated herein is the Two (2) year workmanship guaranty which will be supplied upon completion and acceptance of the work. The liability of HGR is limited to a new/replaced roof resulting from detective workmanship for a period of two (2) years after the completion of the work. Expressly excluded from any guaranty or warranty are loss of use; interruption of any business conducted in the building or at the property; consequential damages to the building or contents; or underlying work. In no event shall HGR be liable for punitive damages. In order to maintain the warranty and guaranty provided herein, the customer shall periodically inspect the property and its contents, including the potential growth of interior mold, and for signs of water intrusion. During the warranty period the customer shall provide notice of any defect within five (5) days from discovery thereof and shall provide written notice to HGR of the same.
13. Liability of HGR is subject to and expressly limited by this Proposal/Agreement. THERE ARE NO WARRANTIES OR GUARANTEES ON REPAIRS. All materials used are subject only to warranties provided by the manufacturers and/or suppliers. If HGR is not paid in full in accordance with this Proposal/Agreement, all warranties provided by HGR and the manufacture are null and void. The Customer must provide HGR with written notification of any claim against HGR alleging any breach of this Proposal/Agreement or breach of the warranty and guarantee within the two (2) year provided above.
14. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED. No agent or employee of HGR is authorized to change the terms and conditions of the warranty and guarantee provided herein.
15. HGR shall not be responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors; lightning, gale force winds (+60 m.p.h.), hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which HGR's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions, which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come into contact with customer's roof and cause a leak or otherwise damage the customer's roof. If the customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, HGR's warranty and guarantee shall immediately become null and void for the balance of its term unless such damage is repaired by HGR at the expense of the customer. To the extent permitted by law, HGR and its affiliates accepts no liability nor obligation to indemnify or hold the customer harmless for claims or damages to persons or property, except to the extent that such damage occurs during performance of HGR's work and are the direct result of HGR's own negligence or willful misconduct. Further, HGR shall not be responsible for damages to any area of the property upon which HGR's work has not been completed nor is HGR responsible for slight scratching or denting of gutters, oil droplets in driveways, fractures in concrete, damage to flowers or landscaping, or minor broken branches on trees, plants, shrubbery or other landscaping. In no event shall HGR be responsible for any type of damage resulting from vibrations, including, but not limited to, interior drywall/plaster damage, nail pops or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents or sewer vents. HGR shall not be responsible for hidden sight conditions or latent defects to the property, including, without limitation, structural errors or damages, electrical wires, plumbing and/or pipes, ceilings and other portions of the property that are too close to the nailing surface or attached under the roof which may be damaged during the course of roof replacement or repair. The customer understands and agrees HGR shall have no responsibility for damages of any kind to persons or property occurring after job completion, except as provided by law.

16. The customer and its agents and affiliates shall defend, indemnify and hold HGR and its affiliates harmless for and against any losses, liabilities or other damages in connection with the work described in this Proposal/Agreement to the extent that such losses, liabilities or other damages arise out of the customer or its agents and affiliates' negligence. To the extent permitted by law, the customer acknowledges and agrees the maximum recourse and liability shall be limited to, the amount HGR billed to the customer. The customer acknowledges and agrees HGR does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor not originally provided by HGR. HGR shall not be responsible for latent defects in materials and accessories supplied by third parties. HGR shall not be responsible for rework required as a result of the acts or errors of others. HGR shall not be responsible to verify accepted shingle type and colors with any community covenants that may exist and any re-work resulting from an error.

17. Pursuant to Article 22 of Title 38, Colorado Revised Statutes, companies or persons furnishing labor and/or materials for improvement of residential property may collect money from the customer by filing a lien on the property, even though the contractor has been paid for the work. Because of the law, if you request, HGR will furnish a complete lien release upon receipt of your final payment.

18. Upon mutual execution by the parties, this Proposal/Agreement will constitute the entire agreement between the parties, there being no other agreements, written or oral. This Proposal/Agreement may be modified only in writing signed by both parties.

19. Within (30) thirty days from the date hereof, but not thereafter unless approved by HGR, the customer may accept this Proposal/Agreement by executing the same and returning it to HGR but subject to the approval of the customer's credit by HGR and subject to any manufacturer/supplier price increases.

20. HGR and the customer agree that if a court of competent jurisdiction determines that the scope of any provision of this Proposal/Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. HGR and the customer agree that if any provision of this proposal/contract is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

21. Time is of the essence of each provision of this Proposal/Agreement.

22. This Proposal/Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as provided in this Proposal/Agreement. Neither this Proposal/Agreement nor any of the rights, interests, or obligations under this Proposal/Agreement may be assigned by the customer without the prior written consent of HGR, which consent may be withheld in HGR's sole and absolute discretion.

23. Any consent required by HGR under this Proposal/Agreement must be granted in writing and may be withheld by HGR in its sole and absolute discretion, unless otherwise expressly provided herein.

24. In the event of a sale or conveyance by the owners of HGR, the same shall operate to release HGR from any liability under this Proposal/Agreement, and in such event HGR's successor-in-interest shall be solely responsible for all obligations of HGR under this Proposal/Agreement.

25. Nothing in this Proposal/ Agreement shall be deemed to constitute HGR and the Customer as partners or joint venturers.

26. When required by the context of this Proposal/Agreement, the singular shall include the plural, and the masculine shall include the feminine and/or neuter.

27. This Proposal/Agreement shall be governed by and construed pursuant to the laws of the State of Colorado without regard to its principals of conflict law. Venue for any disputes shall be in the state or federal courts located in the county in which the subject property is located in Colorado.

28. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PROPOSAL/AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS PROPOSAL/AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

29. This Proposal/Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

30. By executing this Proposal/Agreement, the customer agrees to allow HGR to pursue the customer's best interest for a roof replacement and/or other trade work associated with the insurance claim. Further, by executing this Proposal/Agreement, the customer agrees to allow HGR to take, utilize, and display photographs or videos of the work done, including of the subject property, on HGR's website, portfolios, and other marketing materials for the purpose of marketing. HGR agrees to not provide identifying information in its marketing materials of either the customer or the subject property without prior approval.