

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



Monday, May 8, 2023, at 10:00 AM (MST)
Cathedral Pines Lodge
13975 Milam Rd.
Colorado Springs, CO 80908
Or

Please join meeting from your computer, tablet or smartphone.

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

You can also dial in using your phone.

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

Access Code: 161-846-385

Public Welcome

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

Board of Director	Title	Term Expiration
Bill Heeter	TBD	May 2027
Rich Stauch	TBD	May 2025
Debbie Perry	TBD	May 2025
Ecton Espenlaub	TBD	May 2025
Kevin Combs	TBD	May 2027

AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
- 3. Discuss Board of Director Oaths of Office**
- 4. Appointment of Officers (President, Vice President, Treasurer, Secretary, Assistant Secretary)**
- 5. President of the Board Discussion**
- 6. Approval of Agenda**
- 7. Approval of Board Meeting Minutes** – Meeting minutes of April 10, 2023 (see attached)
- 8. Financial Update – Rebecca H**
 - a. Review and consider approval of Unaudited Financials through April 30, 2023 (see attached)
 - b. Review and consider approval of payables through the period ending May 8, 2023 (see attached)
 - c. Status of Irrigation Grant
 - d. Discuss Board Treasurer Request of Information

9. Milam Landscaping/ Irrigation Project Update

- a. Review and Consider Approval of 101Landscaping Irrigation Project Contract (see attached)
- b. Irrigation Project Start-up Discussion – Ecton/ Bill
- c. Electrical Along Median – Rebecca

10. Other Landscaping Issues – Bill/ Ecton

- a. Review and Discuss Nelson Forestry Tree Health Proposal (see attached)
- b. Chipping program to be held May 22-27
- c. Storage Shed Area Clean-up Day – Scheduled for Saturday, May 13
- d. Wells and Water use discussion – Ecton/ Kevin

11. Lodge Management Update – Rebecca

- a. Review website and walk through - Travis
- b. Review Lodge Management Proposal (see attached) – Rebecca
- c. Review and consider approval: Window Cleaning and Chandelier quote (see attached) - Rebecca
- d. Frozen Grease Trap Issue – Shalece/ Rebecca
- e. Outdoor Speaker Installation Status – Rebecca
- f. Lodge Furniture Replacement Plan - Bill

12. Legal Matters – Rebecca

- a. Election Status Update – Rebecca
 - i. Preliminary Results Announced – Evening of May 2
 - ii. Certified Results Announced – on May 11

Candidate	Votes received	Rank
Kristin Jones	71	3 / 4
Kevin J. Combs	79	2
Bill Kappel	71	3 / 4
Bill Heeter	81	1

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. Other Business

- a. Board Member responsibilities and Code of Conduct Policy – Delayed until June Meeting
- b. FEMA Claim – no update
- c. Road Construction Update
- d. Social Media
- e. Board of Director Email Address’
- f. Discuss future meeting Dates and times (see attached schedule)

15. Adjournment – Next scheduled Board Meeting is: June 12, 2023 at 10:00 AM.





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
CATHEDRAL PINES METROPOLITAN DISTRICT
HELD APRIL 10, 2023
AT 10:00 A.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Cathedral Pines Metropolitan District was held on Monday, April 10th at 10:00 AM, in person at 13975 Milam Road, Colorado Springs, CO, and virtually via video/teleconference.

In attendance were Directors:

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

Also in attendance were:

Rebecca Harris, WSDM District Managers
Kevin Walker, WSDM District Managers
Karena Qualey, WSDM District Managers
Heather Smith, WSDM District Managers
Shalece Buchholtz, VenQ
Jeremy Powell, Kimley-Horn
Kevin Kimberling, 101 Landscaping

Public in attendance were:

Kristi Correa	Patricia Ghee
Frank Simmonds	Kristin Jones
Jim Eisenhart	Bill Kappel

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

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

3. Approval of the Agenda: President Heeter noted a few spelling corrections on the Agenda. Director Stauch requested the Board discuss ADT and security under 11. Other Business. Director Stauch moved to approve the Agenda as amended; seconded by President Heeter. Motion passed unanimously.

4. Approval of Board Meeting Minutes – March 13, 2023: President Heeter noted a few corrections. The detail during the Meeting Minutes discussion was that Minutes are supposed to be a summary and not a transcription, a change to the wording under item 5, a change under 7.d. discussion that the Lodge

should be open to everyone in the community, and clarification on if this was approved or just discussed. President Heeter moved to approve the March 13, 2023 Meeting Minutes as amended; seconded by Director Stauch. Motion passed unanimously.

5. Financial Update

- a. Review and consider approval of Unaudited Financials through March 31, 2023: Ms. Harris provided a review of the Unaudited Financials through March 31, 2023. She noted there will be an increase in revenue due to the lump sum payment from taxes by the next meeting.

Ms. Harris discussed the audit process and explained the auditors are preparing to present the District's 2022 Audit at the July Board meeting. Ms. Harris discussed the language in the segregation of duties that is included in the post-audit communication letter. She noted the specific line that states that members of the BOD be provided with monthly bank statements including check images directly from the bank or via direct online access to enable them to verify that all disbursements were made for approved expenditures. The auditors provided clarification on the expectation and explained the verbiage is included in the post-audit letter due to the small size of WSDM's office and the segregation of duties. The auditors recommend that board members have online access to bank accounts to verify the funds going in and out. Ms. Harris confirmed the Board Treasurer has access to the online bank account and is provided monthly bank reconciliations. The District is not in violation of any of the audit provisions and the statement in the post-audit communication letter is a standard recommendation due to the smaller staff size. Ms. Harris can also provide bank statements for the Board to review in a Dropbox.

Ms. Harris noted she is monitoring election costs and they may be higher due to additional expenses that may be incurred after concerns were raised about WSDM's involvement in the election. There will be additional security steps taken during the transfer and storage of ballots.

Ms. Harris provided a detailed explanation on the process for how WSDM receives and refunds payments for Lodge contracts and how they are recorded.

- b. Review and consider approval of payables through the period ending April 10, 2023: Ms. Harris presented the payables for the period ending April 10, 2023 including two additional invoices; one invoice from the DEO for \$3,148.73 and the UMB bond payment for \$106,675.00. The Board discussed the late invoicing from A Cut Above. After review, Director Stauch moved to approve the payables; seconded by Director Espenlaub. Motion passed unanimously.
- c. Discuss Board Treasurer Request of Information: Ms. Harris discussed the requests for detailed records from the Board Treasurer. The level of detail being requested each month is out of the scope of the district management contract and the request will need to come from the Board not just one director, so it will be charged at an hourly rate for staff that is working on the tasks. The additional monthly charges are estimated at \$750 - \$1,500. Ms. Harris noted the other preferred option is to show the Board Treasurer and President how to pull the detail on Bill.com to verify the ACH payables themselves. President Heeter discussed concerns that these requests are being made without other Board members being aware. Director Stauch requested an analysis on the WSDM contract to show how the requests are out of scope. The Board agreed to postpone this item until the next meeting.

6. Milam Landscaping/Irrigation Project Update

- a. Overview of Milam median landscaping plan: Mr. Powell with Kimley-Horn provided a detailed overview of the Milam median landscaping plan. The design plans, renders, and images are available to view on the District's website.
- b. Review of final proposal and Recommendations to Community: The Board discussed the survey results and wanting to make decisions based on the feedback from the community.
- c. Irrigation Start-up Discussion: The Board tabled this item.
- d. Status of Grant Funding: Ms. Harris noted there should be an update in the next couple of weeks.
- e. Electrical Along Median: The Board discussed the possibility of adding electrical along the median. No action was taken.

7. Other Landscaping Issues

- a. Start Date for Mowing: There was no update.
- b. Additional Areas Being Mowed in 2023: The Board discussed additional areas being mowed in 2023. Mowing alongside the road a minimum of 8' in and the tall grass cut down and mowed as well. Other areas include the triangle area, and the lower Vessey pond area.
- c. Tree Health Program: There was no discussion.
- d. Chipping program to be held May 22-27: The chipping program is on track for May 22 – 27.
- e. Storage Shed Area Clean-up Day – Proposed for Saturday, May 13: The proposed date for the storage shed area cleanup is Saturday, May 13th from 9 AM to 12 PM.
- f. Review Tall Timbers proposal for annual winter watering: The Board reviewed the Tall Timbers proposal for annual winter watering. The cost is \$600 per watering. The Board discussed that the need for winter watering is based on the weather and irrigation. No action was taken.

8. Lodge Management Update

- a. Review and consider approval for a contract on Lodge Management: Ms. Harris confirmed the Lodge Manager description and Lodge Management contract was distributed to the entire Board. Ms. Harris discussed the Lodge Management contract and noted Ms. Buchholtz's concerns with the compensation of \$2,200 per month since it is less than minimum wage for a full-time position and this is her only source of income. The Board discussed that Lodge Management may not need to be a full-time position at this time and marketing has been removed from the role. Ms. Harris suggested increasing the compensation at this time, and then reevaluating the compensation in two months to possibly include a commission based on event bookings. After discussion, Director Stauch moved to approve the Lodge Management contract with Ms. Buchholtz subject to her providing a proposal to the Board and a monthly compensation of \$3,500 with the understanding that it can be renegotiated to a commission-based pay once event bookings increase; seconded by Director Espenlaub. Motion passed unanimously.
- b. Marketing Plan Update: President Heeter noted he was impressed and encouraged with the marketing plan and presentation.
- c. Frozen Grease Trap Issue: Ms. Harris reported they are working on additional proposals and options for this issue. She noted the first proposal received was very expensive.
- d. Outdoor Speaker Installation Status: There was no discussion.
- e. Lodge Furniture Replacement Plan: The Board discussed that Director Shepherd and Ms. Buchholtz are working on this item and rethinking what furniture may be needed for both corporate and wedding events.

9. Legal Matters

- a. Election Status Update: Ms. Harris provided an update on the upcoming Election. The Oaths of Office can be completed at the May Board meeting.
 - i. Publication of Bios on Metro Website – Completed.
 - ii. Ballot mailed to voters – April 10, 2023.
 - iii. Election Date/ Ballots Submitted By – May 2, 2023.
 - iv. Preliminary Results Announced – Evening of May 2, 2023. Certified Results Announced on May 11.
- b. Appointment of Additional Ballot Election Judges at community's cost: The Board discussed the appointment of a third Election Judge that the DEO

10. Public Comment: A member of the public asked about the monthly financials. Ms. Harris confirmed they are included in the Board Meeting Packets and can be found on the District's website.

11. Other Business

- a. Board Member responsibilities and Code of Conduct Policy – Delayed until June Meeting.
- b. FEMA Claim: There was no update.
- c. Road Construction Update: The Board discussed the road construction and President Heeter will clarify if it will be resurfacing or chip sealing.
- d. Planting of Fish in Ponds: 600 fish will be stocked in the ponds for May.
- e. ADT and Security Discussion: Director Stauch discussed ADT and security codes and requested to table this discussion until the new Board in June.

12. Adjournment: Next scheduled Board Meeting is May 8, 2023 at 10:00 AM. Director Stauch moved to adjourn the meeting at 12:00 PM; seconded by Director Espenlaub. Motion passed unanimously.

Respectfully Submitted,

By: Rebecca Harris, District Manager

THESE MINUTES ARE APPROVED AS THE OFFICIAL APRIL 10, 2023 MINUTES OF THE CATHEDRAL PINES METROPOLITAN DISTRICT.



Cathedral Pines Metropolitan District

Balance Sheet

As of April 30, 2023

	Apr 30, 23
ASSETS	
Current Assets	
Checking/Savings	
ECB Debt Service Fund	155,997.36
ECB General Fund	
Reserve	50,000.00
ECB General Fund - Other	290,420.07
Total ECB General Fund	340,420.07
MM - CSafe Bond Fund UMB	0.53
Total Checking/Savings	496,417.96
Accounts Receivable	
Accounts Receivable	14,368.31
Total Accounts Receivable	14,368.31
Other Current Assets	
Prop Tax Rec - Debt Svc	150,149.79
Prop Tax Rec - Gnl Fund	150,149.80
Total Other Current Assets	300,299.59
Total Current Assets	811,085.86
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	1,898,413.74
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	35,148.26
Total Accounts Payable	35,148.26
Other Current Liabilities	
Deferred Revenue - Lodge Events	36,762.50
Deferred Prop Tax - DSvc	150,149.79
Deferred Prop Tax - Gnl	150,149.80
Damage Deposits- Lodge Events	750.00
Total Other Current Liabilities	337,812.09
Total Current Liabilities	372,960.35

8:59 AM

05/09/23

Accrual Basis

Cathedral Pines Metropolitan District
Balance Sheet
As of April 30, 2023

	Apr 30, 23
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	5,019,206.69
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	201,935.57
Net Income	108,052.27
Total Equity	-3,120,792.95
TOTAL LIABILITIES & EQUITY	1,898,413.74

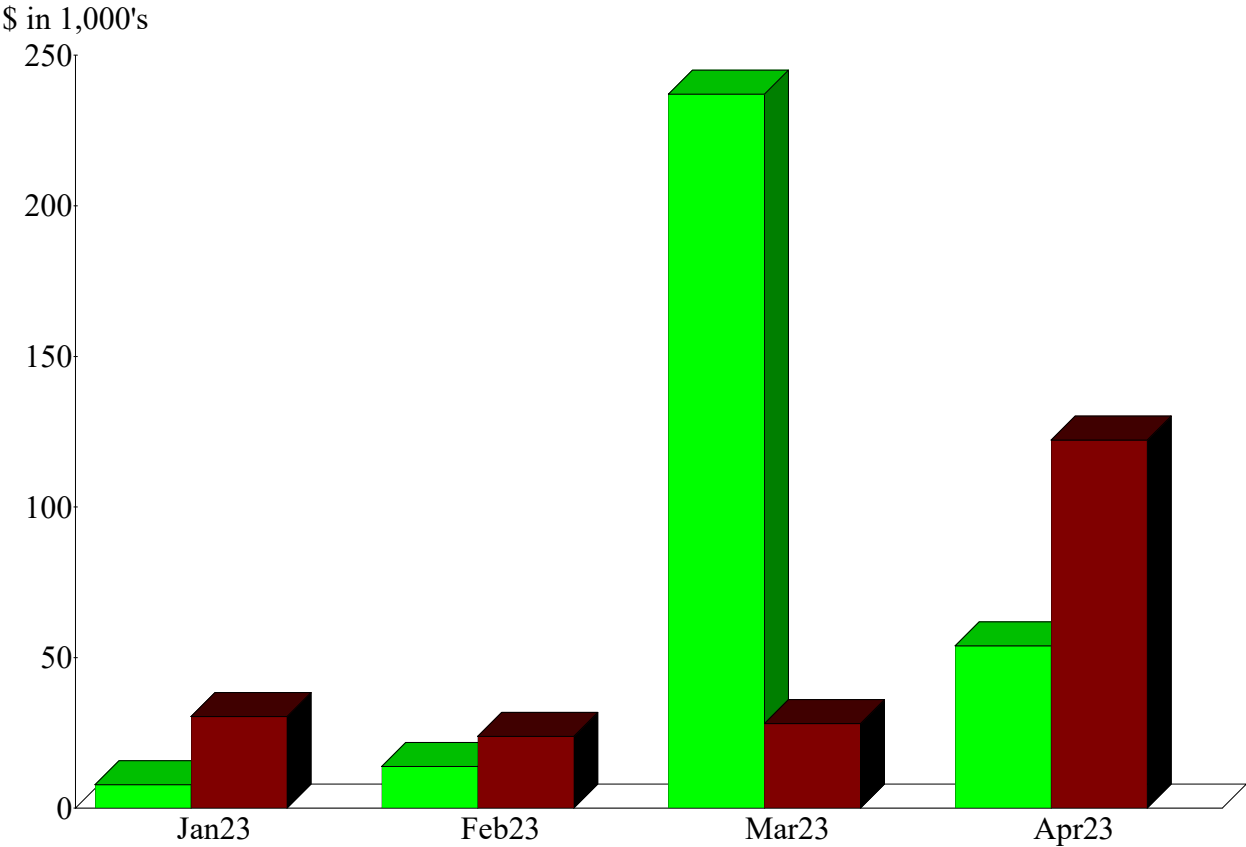
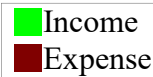
Cathedral Pines Metropolitan District
Profit & Loss Budget vs. Actual
January through April 2023

	TOTAL				
	Apr 23	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
1-100 · GF INCOME					
1-105 · GF Prop Tax Revenue	21,868.34	138,068.20	288,218.00	-150,149.80	47.9%
1-110 · Specific Ownership Taxes	5,129.62	14,523.48	40,351.00	-25,827.52	35.99%
1-115 · Delinquent Tax and Interest	6.10	6.10			
1-120 · Rental Income - Lodge Events	3,375.00	15,750.00	115,000.00	-99,250.00	13.7%
1-127 · Rental Income - Shed	850.00	3,400.00	10,200.00	-6,800.00	33.33%
1-140 · FEMA Funds	0.00	0.00	20,000.00	-20,000.00	0.0%
Total 1-100 · GF INCOME	31,229.06	171,747.78	473,769.00	-302,021.22	36.25%
2-100 · DS INCOME					
2-115 · Delinquent Tax & Interest	6.09	6.09			
2-105 · DS Prop Tax Revenue	21,868.34	138,068.21	288,218.00	-150,149.79	47.9%
2-130 · DS Interest Income	803.54	2,860.89	1,500.00	1,360.89	190.73%
Total 2-100 · DS INCOME	22,677.97	140,935.19	289,718.00	-148,782.81	48.65%
Total Income	53,907.03	312,682.97	763,487.00	-450,804.03	40.96%
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	25,704.00	50,715.00	-25,011.00	50.68%
1-1015 · Maintenance Management	0.00	1,324.40	30,000.00	-28,675.60	4.42%
1-1012 · Meeting Expense	0.00	717.36	3,000.00	-2,282.64	23.91%
1-1020 · Legal Fees	562.50	2,000.00	15,000.00	-13,000.00	13.33%
Total 1-1000 · SERVICES	6,988.50	29,745.76	108,215.00	-78,469.24	27.49%
1-2000 · LODGE					
1-2001 · Lodge Management	2,200.00	7,062.50	34,500.00	-27,437.50	20.47%
1-2005 · Advertising/ Website	1,245.68	3,395.68	5,000.00	-1,604.32	67.91%
1-2020 · Event Supplies	196.81	196.81	4,000.00	-3,803.19	4.92%
1-2025 · Cleaning	0.00	1,330.00	4,000.00	-2,670.00	33.25%
1-2030 · Repairs and Maintenance	-323.92	1,604.44	10,000.00	-8,395.56	16.04%
1-2035 · Utilities	770.42	2,935.23	12,000.00	-9,064.77	24.46%
1-2040 · Security	215.75	847.40	2,500.00	-1,652.60	33.9%
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	0.00	7,460.00	10,000.00	-2,540.00	74.6%
1-2050 · Trash	233.39	328.43	2,500.00	-2,171.57	13.14%
1-2055 · Telephone	204.99	819.96	2,500.00	-1,680.04	32.8%
1-4030 · Lodge Contingency	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 1-2000 · LODGE	4,743.12	27,828.43	114,000.00	-86,171.57	24.41%
1-3000 · GF EXPENSES					
License & Fees	0.00	740.30			
1-3005 · Landscape Maintenance	0.00	13,319.32	50,000.00	-36,680.68	26.64%
1-3008 · Landscape Upgrade	0.00	894.33	200,000.00	-199,105.67	0.45%
1-3010 · Repair & Maintenance - O&M	336.69	336.69	30,000.00	-29,663.31	1.12%

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

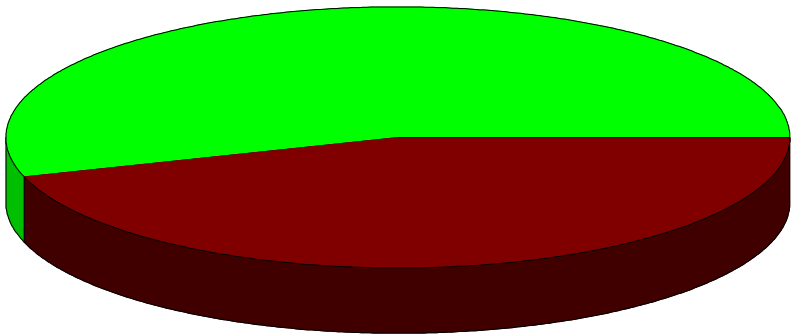
	TOTAL				
	Apr 23	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
1-3015 · Snow Removal - O&M	0.00	7,635.00	10,000.00	-2,365.00	76.35%
1-3020 · Utilities - O&M	444.22	2,189.91	15,000.00	-12,810.09	14.6%
1-3025 · Infrastructure Replacement	0.00	0.00	10,000.00	-10,000.00	0.0%
1-3030 · Election	2,070.18	10,373.09	25,000.00	-14,626.91	41.49%
1-3035 · GF - Contingency	288.40	288.40	10,000.00	-9,711.60	2.88%
Total 1-3000 · GF EXPENSES	3,139.49	35,777.04	350,000.00	-314,222.96	10.22%
1-4000 · OTHER					
1-4010 · Insurance/ Fees	0.00	0.00	12,500.00	-12,500.00	0.0%
1-4015 · Office Expenses	67.80	462.22	1,500.00	-1,037.78	30.82%
1-4020 · Collection Fee GF(Treasurer)	328.12	2,071.13	4,323.27	-2,252.14	47.91%
Total 1-4000 · OTHER	395.92	2,533.35	18,323.27	-15,789.92	13.83%
2-1000 · DS EXPENSES					
2-1005 · Trustee Fees	0.00	0.00	800.00	-800.00	0.0%
2-1010 · Collection Fee DS (Treasurer)	328.12	2,071.12	4,323.00	-2,251.88	47.91%
2-1015 · Bond Principal Pmts	0.00	0.00	75,000.00	-75,000.00	0.0%
2-1030 · Interest Expense DS	106,675.00	106,675.00	213,350.00	-106,675.00	50.0%
2-1035 · DS - Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Total 2-1000 · DS EXPENSES	107,003.12	108,746.12	298,473.00	-189,726.88	36.43%
Total Expense	122,270.15	204,630.70	889,011.27	-684,380.57	23.02%
Net Income	-68,363.12	108,052.27	-125,524.27	233,576.54	-86.08%

Income and Expense by Month
January through April 2023



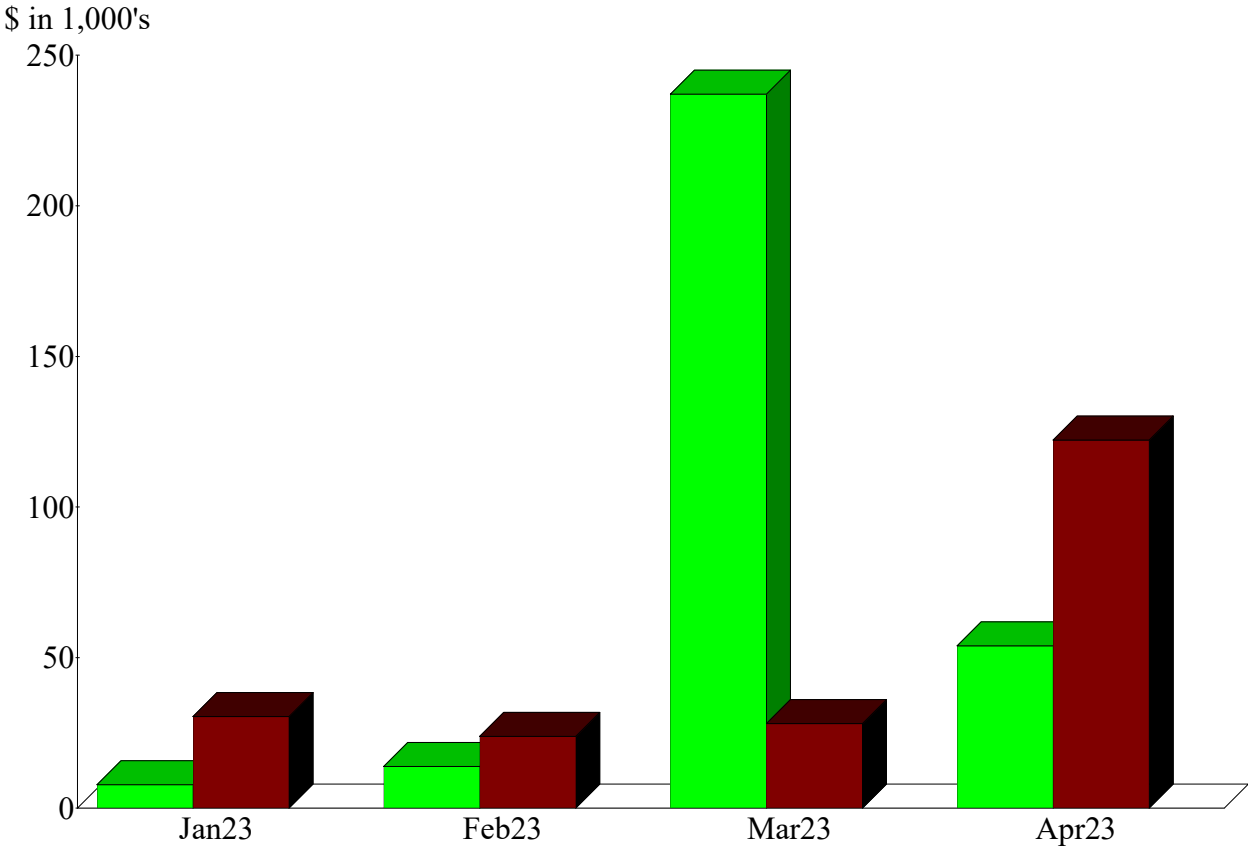
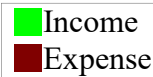
Income Summary
January through April 2023

1-100 · GF INCOME	54.93%
2-100 · DS INCOME	45.07
Total	\$312,682.97



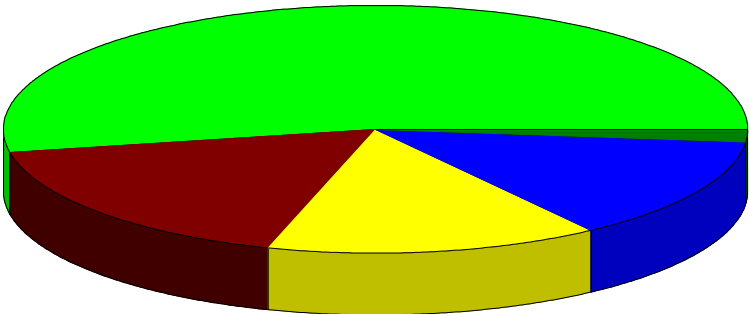
By Account

Income and Expense by Month
January through April 2023



Expense Summary
January through April 2023

2-1000 · DS EXPENSES	53.14%
1-3000 · GF EXPENSES	17.48
1-1000 · SERVICES	14.54
1-2000 · LODGE	13.60
1-4000 · OTHER	1.24
Total	\$204,630.70



By Account



Cathedral Pines Metropolitan District

PAYMENT REQUEST

5/15/2023

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
William Bartlett	50423	5/4/2023	297.00	Election Judge
Tracey Johnson	50423	5/4/2023	301.50	Election Judge
Michael Shoback	50423	5/4/2023	337.50	Election Judge
A Cut Above Tree Service	28065	4/30/2023	288.40	
A Cut Above Tree Service	28084	5/2/2023	3,329.83	
Ecton Espelaub	33123	3/31/2023	82.09	Lodge Arch, Lodge Door
Ecton Espelaub	43023	4/30/2023	354.61	Pond Repairs, Keys
EE Cleaning	9886	5/1/2023	380.00	
Meridian Fire & Security	25153301	4/30/2023	232.50	
Meridian Fire & Security	24274837	3/22/2023	65.00	
Meridian Fire & Security	28009868	2/7/2023	785.00	
Mountain View Electric	360501	4/19/2023	34.35	Utilities - O&M
Mountain View Electric	360601	4/19/2023	44.00	Utilities - O&M
Mountain View Electric	404701	4/19/2023	36.60	Utilities - O&M
Mountain View Electric	103045401	4/19/2023	37.55	Utilities - O&M
Mountain View Electric	103047401	4/19/2023	34.00	Utilities - O&M
Mountain View Electric	103051401	4/19/2023	37.08	Utilities - O&M
Mountain View Electric	103051901	4/19/2023	34.35	Utilities - O&M
Mountain View Electric	103161601	4/19/2023	35.42	Utilities - O&M
Mountain View Electric	103162001	4/19/2023	42.87	Utilities - O&M
Mountain View Electric	103470400	4/19/2023	35.00	Utilities - O&M
Mountain View Electric	103470800	4/19/2023	34.00	Utilities - O&M
Mountain View Electric	103484500	4/19/2023	39.00	Utilities - O&M
Mountain View Electric	103043401	4/19/2023	383.48	Utilities - Lodge
Solitude Lake Management	PSI-06747	9/26/2023	662.20	
Solitude Lake Management	PI-A00863632	8/1/2022	662.20	
Stratus IQ	550123	5/1/2023	204.99	
Teak Simonton	43023	4/30/2023	1,757.68	
The Gardner Law Office	10183	4/5/2023	875.00	
TWM	106396	5/1/2023	1,750.00	
VenQ	10	4/12/2023	1,442.49	
Warren Management	42523	4/25/2023	42.00	
Waste Connection	4671230V315	5/1/2023	231.96	
WSDM District Managers	7402	4/30/2023	6,451.80	
TOTAL			21,361.45	

TOTAL \$ 21,361.45

Director _____



**101 Design LLC d/b/a
101 Landscaping**

34090 Pine Ridge Circle
Elizabeth, CO 80107
(303) 248-6294 or (303) 472-4610
101landscapedesign@gmail.com
101landscaping.com

Proposal and Contract

Address of Work Site and Owner Name: Cathedral Pines Metro District Irrigation Project	Phone#:	Email: rebecca.h@wsdistricts.co
	Billing Name if Different from Owner Name:	
	Billing Address if Different from Work Site Address:	

Estimated Time Frame: 4-7 weeks	Estimated Completion Date: July or sooner
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We, 101 Design LLC d/b/a 101 Landscaping, propose hereby to furnish material, labor and time - complete in accordance with the Brief Description and Itemized Scope of Work for Project beginning on page 2 – pursuant to the terms contained herein.

We charge for time at a rate of \$_____ per day.

Total estimated budget for this project is \$_____249,600____

A deposit of \$_____62,400__ (25% of estimated total above) is due upon acceptance and signature of this Proposal and Contract. Another 25% will be due at start of project. The remaining balance is due upon our completion of performance.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Worker's Compensation Insurance with NEXT Insurance.

NOTE: 101 Design LLC d/b/a 101 Landscaping may withdraw this Proposal if not accepted within 30 days. ACCEPTANCE OF PROPOSAL: Upon signature by Owner, the above prices, specifications, and conditions are satisfactory and are hereby accepted. 101 Design LLC d/b/a 101 Landscaping is authorized to do the work as specified. Payment will be made as outlined above. Terms and Conditions are included on page 2.	_____ Authorized Representative 101 Design LLC d/b/a 101 Landscaping	_____ Date
	_____ Owner	_____ Date

Brief Description and Itemized Scope of Work for Project

Brief Description of Project

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. 3" sleeves will be bored and installed under road where needed. All permits if needed by county or state will be a separate cost payed 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.

- Irrigation installed
- Tearout and seeding
- Tearout and planting of fescue
- General Landscaping TBD

Itemized Scope of Work for Project

Mobilization, Demolition & Site Preparation

Item Description	Quantity	Unit of Measure	Price
Tear out of all areas/demo/grading	All	All	\$5000
			\$
			\$
			\$
Total Price			\$5000

Tear out/ Seeding

Item Description	Quantity	Unit of Measure	Price
Seeding	14,000	Sqft	\$8,000
Prep/ Install of fescue	14,000	Sqft	\$36,000
			\$
			\$
Total Price			\$44,000

Irrigation

Item Description	Quantity	Unit of Measure	Price
Install Irrigation throughout entire project (details above)	All	All	\$175,000
			\$
			\$
			\$
Total Price			\$175,000

Brief Description and Itemized Scope of Work for Project (continued)

Plantings

Item Description	Quantity	Unit of Measure	Price
General Landscaping TBD	N/A	All	\$25,600
			\$
			\$
			\$
Total Price			\$25,600

NA

Item Description	Quantity	Unit of Measure	Price Per Unit
			\$
			\$
			\$
			\$
Total Price			\$

NA

Item Description	Quantity	Unit of Measure	Price Per Unit
			\$
			\$
Total Price			\$

Customer Initial _____

101 Design LLC d/b/a 101 Landscaping TERMS AND CONDITIONS

PARTIES: The Owner Name(s) provided on the page 1 shall be referred to herein as “Customer.” 101 Design LLC d/b/a 101 Landscaping shall be referred to herein as “101 Landscaping.” This Agreement (the “Agreement”) is entered into between Customer and 101 Landscaping and is effective on the date signed by the last signatory. Customer and 101 Landscaping are referred to herein as the “Parties,” “we,” “our” or “us,” or individually as a “Party.”

TERM AND TERMINATION: The Contract Term is an estimated completion time. The Contract Term may be extended for a period of time equal to the time of delay due to weather, acts of God, labor disputes, fire, transportation, delivery delays, casualties, failure to obtain variances, land use permits, easements and utility assessments and any other delay that is not caused solely by 101 Landscaping or its subcontractors, laborers, or suppliers. Work shall be deemed to be substantially complete (“Substantial Completion”) as of 101 Landscaping having performed a majority of the work. This provision shall survive any termination of this Agreement.

Early Termination. 101 Landscaping may terminate work pursuant to this Agreement immediately and without notice if: (i) Customer breaches any provision of this Agreement or any warranty or representation contained herein; or (ii) Customer commits an act of fraud, dishonesty, or any other act of negligent, reckless, or willful misconduct.

BINDING EFFECT: If Customer intends to make payments from the proceeds of a casualty property insurance policy, then this Agreement does not obligate Customer or 101 Landscaping in any way unless it is **approved by Customer’s insurance company and accepted by 101 Landscaping**, in which case it shall become binding on Customer and 101 Landscaping. By signing this Agreement, Customer authorizes 101 Landscaping to pursue Customer’s best interest for all work performed by 101 Landscaping at a “Price Agreeable” to Customer’s insurance company and 101 Landscaping. 101 Landscaping, as Customer’s contactor, will be entitled to all insurance proceeds in accordance with this Agreement. All prices are subject to change. If Customer does not intend to make payment using the proceeds from the insurance policy, then this Agreement shall be binding on the parties when signed for the price included as the Total Estimated Budget in the Proposal together with any agreed upon change orders.

101 LANDSCAPING’S DUTIES: 101 Landscaping shall provide Customer the labor and materials contained in the Proposal and any agreed upon change orders, which is or will be incorporated by reference. 101 Landscaping shall perform said work to the best of 101 Landscaping’s ability, experience, and talents and shall use the methods techniques that will best accomplish the services and work, consistent with good and workmanlike industry practices as well as all applicable local, state, and federal laws. 101 Landscaping shall remove all work-related debris from the Work Site.

Permits and Approvals: Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of this Agreement shall be secured by 101 Landscaping and paid by the Customer.

SUBSTITUTION OF MATERIALS: 101 Landscaping shall furnish materials and equipment as specified in the Proposal and any agreed upon change orders. In the event materials or equipment cannot be specified, substitute with like materials or equipment capable of substantially equal or better performance may be used subject to prior approval of Customer.

COMPENSATION: For all services 101 Landscaping under this Agreement, Customer will pay 101 Landscaping the amount set forth in the Proposal and any agreed upon change orders. Such amount is due upon Completion of the Work. **Customer shall be liable to 101 Landscaping for any unpaid amounts.**

Customer Initial _____

LATE FEES: Customer shall pay 101 Landscaping a monthly late fee of one and one-half percent (1.5%), or eighteen percent (18%) annually, on any past-due amounts.

INSURANCE: Information concerning 101 Landscaping's liability coverage can be obtained by contacting Jeff Holtman, JSH Insurance Solutions, 6312 S Fiddlers Green Cir Suite 300E, Greenwood Village, CO 80111, (720) 330-4740.

RIGHT TO CURE/NOTICES: Prior to filing any legal claims or hiring other contractors or subcontractors to cure, Customer shall notify 101 Landscaping in writing of any defects, shortcomings, or dissatisfaction with 101 Landscaping's performance or fulfillment of its obligations pursuant to this Agreement. 101 Landscaping shall respond to Customer's notice within thirty (30) days. Customer shall allow 101 Landscaping the right to cure any work not performed to good and workmanlike standards. 101 Landscaping would have a reasonable time to cure upon acceptance of any complaints or notices received by Customer. Customer's failure to provide 101 Landscaping with the opportunity to cure shall release 101 Landscaping of any liability relative to the work set forth herein.

CANCELLATION POLICY: If Customer plans to use the proceeds of a property and casualty insurance policy to pay for the work, Customer may rescind this Agreement in writing within 72 hours after Customer receives written notice from the property and casualty insurer that Customer's claim has been denied in whole or in part. If Customer rescinds this Agreement within such 72-hour timeframe, 101 Landscaping shall, within ten (10) days of receiving notice of such rescission, refund any moneys paid by Customer. 101 Landscaping is entitled to retain payments or deposits to compensate 101 Landscaping for actual costs incurred and/or repair work actually performed in a good and workman like manner consistent with industry practices. 101 Landscaping cannot pay, waive, rebate, or promise to pay, waive, or rebate any part of any insurance deductible applicable to the insurance claim for payment materials ordered and actually installed on the Work Site pursuant to this Agreement before Customer rescinds the contract.

LIMITED WARRANTY: 101 Landscaping warrants that its work shall be completed in a good and workmanlike manner according to standard industry practices. 101 Landscaping expressly warrants its work for up to one (1) year. There shall be no other warranties of any kind, express or implied, including, without limitation, the warranties of habitability, merchantability, and fitness of a particular purpose. All implied warranties are expressly irrevocably waived and released by Customer and disclaimed by 101 Landscaping. 101 Landscaping does not warrant against damage caused by Customer's improper care and maintenance or modification to the Work Site, drainage, grading, or landscaping. Customer warrants and represents that Customer has insurance for the Work Site. 101 Landscaping is not liable for any other damage, preexisting conditions, or construction defects that exist separate and apart from the Agreement. Customer agrees that 101 Landscaping will not be responsible for any damage caused by mold, or any other fungus or biological material, regardless of whether it may be associated with defects in 101 Landscaping's repair or restoration series, including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects or any special consequential, punitive or other damages.

GENERAL PROVISIONS. This Agreement may not be assigned by Customer without the prior written consent of 101 Landscaping.

Governing Law. The parties agree that the Rules and Laws of the State of Colorado shall govern this Agreement. Any dispute between the parties regarding the Agreement, shall be mediated before filing any claims in a court of law. Mediation shall occur in El Paso County, Colorado, and the parties will use a mutually agreed upon mediator. Agreement upon a mediator will not be unreasonably withheld.

Customer Initial _____

GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Customer, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Customer and, in particular, governmental immunity afforded or available to the Customer pursuant to Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. Customer does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Customer hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. No provision of this Agreement will be construed or interpreted as a delegation of governmental powers by the Customer, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Customer or statutory debt limitation, including, without limitation, Article X, Section 20 of the Constitution of the State of Colorado. No provision of this Agreement will be construed to pledge or to create a lien on any class or source of Customer's funds.

Prevailing Party. In **ANY** dispute regarding this agreement, the prevailing party shall be entitled to collect all reasonable legal fees, costs, expenses, and any other allowable damages arising from any legal claims regarding this Agreement.

Venue. The parties agree that any suit, action, or proceeding with respect to this Agreement shall be brought in a proper court in El Paso County, Colorado.

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

Binding Effect. This Agreement shall be binding upon and shall inure the benefit of each party hereto and each party's respective successors, heirs, assigns, and legal representatives.

Entire Agreement. This Agreement, along with the Proposal and any agreed upon change orders, embodies the entire Agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendments, modification, or termination of this Agreement shall be valid unless made in writing and signed by each of the parties.

Own Will: The parties have entered into this Agreement of their own will and no statement, representation, or promise has been made to induce either party to enter into this Agreement.

Customer Initial _____





Proposal

Nelson Forestry

566 Golden St
Calhan, Colorado 80808
7197756135

Cathedral Pines Year 1 (2023)

Monday, April 24, 2023

Cathedral Pines/WSDM
Rebecca Hardekopf
13977 Milam Rd
Colorado Springs, CO 80908
Phone: Not on File

Salesperson:

Worksite: 13977 Milam Rd
Colorado Springs, CO 80908

#	Item	Description	Qty	Cost
1	Pine	Conifer Protective Program (Systemic) Milam Rd Right-of-Way Trees A micro-injection with emamectin benzoate into the trunk of Conifers to provide protection and to help reduce populations of bark and engraver beetles. This treatment helps to protect trees for up to 2 years.	1	\$17,820.00
2	Pine	Fertilizer Program Spring Fertilizer Program Milam Rd Right-of-Way - \$3,600 Around Lodge - \$4,600 Roundabouts - \$4,800 Deep Root Feeding that provides essential nutrients and water to the feeder root area of the tree. Injection is at 100psi, helping to break up the soil and allow better distribution to the root system of the tree. The Spring application includes special nutrients to carry the tree through the leaf out and growth season.	1	\$13,000.00
3	Pine	Fertilizer Program Fall Fertilizer Program Milam Rd Right-of-Way - \$3,600 Around Lodge - \$4,600 Roundabouts - \$4,800 Deep Root Feeding that provides essential nutrients and water to the feeder root area of the tree. Injection is at 100psi, helping to break up the soil and allow better distribution to the root system of the tree. The Spring application includes special nutrients to carry the tree through the leaf out and growth season.	1	\$13,000.00



Proposal

Nelson Forestry

566 Golden St
Calhan, Colorado 80808
7197756135

4	Pine	Air Spade Root Excavation Milam Rd Right-of-Way	1	\$24,600.00
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This service will need to be done in conjunction with landscapers removing the sod around the trees.

Sod will need to be removed before this project is started.

An Air Spade tool will be used to expose feeder roots within a 4-foot radius of the tree. Some trees will not be a full 4 feet if there is another tree or other obstruction in the way. The exposed ground will then be repacked with bio-matter.

Subtotal:	\$68,420.00
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Tax:	\$0.00
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Customer Signature

Date

Total:	\$68,420.00
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Proposal

Nelson Forestry

566 Golden St
Calhan, Colorado 80808
7197756135

Cathedral Pines Year 2 (2024)

Monday, May 1, 2023

Cathedral Pines/WSDM
Rebecca Hardekopf
13977 Milam Rd
Colorado Springs, CO 80908
Phone: Not on File

Salesperson:

Worksite: 13977 Milam Rd
Colorado Springs, CO 80908

#	Item	Description	Qty	Cost
1	Pine	Conifer Protective Program (Systemic) Around Lodge Trees A micro-injection with emamectin benzoate into the trunk of Conifers to provide protection and to help reduce populations of bark and engraver beetles. This treatment helps to protect trees for up to 2 years.	1	\$54,000.00
2	Pine	Fertilizer Program Spring Fertilizer Program Milam Rd Right-of-Way - \$3,600 Around Lodge - \$4,600 Roundabouts - \$4,800 Deep Root Feeding that provides essential nutrients and water to the feeder root area of the tree. Injection is at 100psi, helping to break up the soil and allow better distribution to the root system of the tree. The Spring application includes special nutrients to carry the tree through the leaf out and growth season	1	\$13,000.00
3	Pine	Fertilizer Program Fall Fertilizer Program Milam Rd Right-of-Way - \$3,600 Around Lodge - \$4,600 Roundabouts - \$4,800 Deep Root Feeding that provides essential nutrients and water to the feeder root area of the tree. Injection is at 100psi, helping to break up the soil and allow better distribution to the root system of the tree. The Spring application includes special nutrients to carry the tree through the leaf out and growth season	1	\$13,000.00



Proposal

Nelson Forestry

566 Golden St
Calhan, Colorado 80808
7197756135

Subtotal:	\$80,000.00
Tax:	\$0.00
Total:	\$80,000.00

Customer Signature

Date



Proposal

Nelson Forestry

566 Golden St
Calhan, Colorado 80808
7197756135

Cathedral Pines Year 3 (2025)

Monday, May 1, 2023

Cathedral Pines/WSDM
Rebecca Hardekopf
13977 Milam Rd
Colorado Springs, CO 80908
Phone: Not on File

Salesperson:

Worksite: 13977 Milam Rd
Colorado Springs, CO 80908

#	Item	Description	Qty	Cost
1	Pine	Conifer Protective Program (Systemic) Roundabout Trees Trees A micro-injection with emamectin benzoate into the trunk of Conifers to provide protection and to help reduce populations of bark and engraver beetles. This treatment helps to protect trees for up to 2 years.	1	\$33,450.00
2	Pine	Fertilizer Program Spring Fertilizer Program Milam Rd Right-of-Way - \$3,600 Around Lodge - \$4,600 Roundabouts - \$4,800 Deep Root Feeding that provides essential nutrients and water to the feeder root area of the tree. Injection is at 100psi, helping to break up the soil and allow better distribution to the root system of the tree. The Spring application includes special nutrients to carry the tree through the leaf out and growth season	1	\$13,000.00
3	Pine	Fertilizer Program Fall Fertilizer Program Milam Rd Right-of-Way - \$3,600 Around Lodge - \$4,600 Roundabouts - \$4,800 Deep Root Feeding that provides essential nutrients and water to the feeder root area of the tree. Injection is at 100psi, helping to break up the soil and allow better distribution to the root system of the tree. The Spring application includes special nutrients to carry the tree through the leaf out and growth season.	1	\$13,000.00



Proposal

Nelson Forestry

566 Golden St
Calhan, Colorado 80808
7197756135

Subtotal:	\$59,450.00
Tax:	\$0.00
Total:	\$59,450.00

Customer Signature

Date





Shalece Buchholtz

CONTRACT PROPOSAL 2023

JOB DESCRIPTION

- conduct all tours for residents and visitors as requested
- meet with prospective vendors to find potential connections
- clean and provide upkeep to the Lodge as needed
- provide light maintenance as needed within my abilities, promptly request assistance as required
- maintain communication with the Board, vendors, clients, and prospective clients
- promptly and professionally answer all emails and phone calls by maintaining on-call status
- Respond to all alarm and emergency calls and inspect the Lodge for every call
- oversee all events as venue manager and be available for the duration of the event (be present for residents as needed/requested)
- handling planning of all All-Inclusive events and providing support for Non-Inclusive events
- constantly observe and explore options for Lodge improvement
- connect with Board members regarding Lodge needs and productivity
- any other duties as needed or requested
- Serves as the single point of contact and interface with Walker Schooler District Managers (WSDM) and the CPMD BoD.
- Ensures all renters and event attendees abide by the terms, conditions, policies, and restrictions as stated in The Lodge Rental Agreement.
- Collects all event deposits, final payments and additional charges, if any, on a timely basis. Works with district managers to verify payments made through the web portal.
- Maintains well organized event and meeting records, tracks key performance metrics, identifies improvement items.
- Provides a written report and/or briefing to the CPMD BoD at least quarterly, which summarizes The Lodge activity and key metrics for the past quarter and looks forward 12 months.
- Reports on a bi-weekly basis to the CPMD BoD liaison accounting for hours and activities.
- Establishes reliable and consistent contact information including phone number, email address, and The Lodge website contact form. The LM must respond in a timely, courteous, and professional manner to all inquiries.
- Provides a backup plan to perform LM responsibilities in the event the LM is temporarily unavailable. All scheduled and paid for events and meetings must be fully supported.
- Uses Google Docs and Calendar as organizational tools.

Shalece Buchholtz

CONTRACT PROPOSAL 2023

OBJECTIVES

- grow traffic through word-of-mouth and positive reviews
- continue to grow and expand my knowledge
- continually apply what I know and have learned to the Lodge to aid in its success
- continue to maintain positive connections with Cathedral Pines residents and outside renters and vendors
- grow corporate event traffic by attending social events and networking
- implement changes to The Lodge to aid in growth
- implement new schedules and systems for success
- improve communication with the board, vendors, couples, etc.
- elevate resident events
- updates and upgrades to elevate the venue
- help the venue match the elegance and modernism of the surrounding neighborhood

ACCOMPLISHMENTS

- successfully carried out 50+ tours
- venue managed 5 weddings and 2 outside events
- co-hosted 2 marketing events taken over the planning of 2 previously booked weddings
- booked 9 weddings
- reserved events for residents
- received positive, glowing reviews from venue-managed weddings - had a couple tell me they booked specifically so they could work with me
- completed my courses and have officially become a certified wedding and event planner

COMPENSATION

- \$25.00/hour | \$4333/month
- 10% event compensation
 - once bookings and traffic increase

Because of my certification, my on-call status, and the projects I am willing and able to complete for the Lodge, I believe this is fair and reasonable compensation.





The Lodge at Cathedral

13977 Milam Road
Colorado Springs, Colorado 80908

Quote #9433
From EE Cleaning
719.231.6347
Office@eecleaning.net
www.eecleaning.net
3108 Beacon Street
Colorado Springs, Colorado 80907
Bill To 13977 Milam Road
Colorado Springs, Colorado 80908
Sent On 04/26/2023
Job Title Window and Chandelier Cleaning

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Window Cleaning-Interior and Exterior	60 Regular Panes 8 French Panes	1	\$541.20	\$541.20
Chandelier Cleaning	3 Chandeliers	1	\$270.00	\$270.00

This quote is valid for the next 7 days, after which values may be subject to change.

Total **\$811.20**



2023 Regular Board Meeting Schedule

~~January 16, 2023 at 10:00 AM~~

~~Special Meeting February 6, 2023 at 10:00 AM~~

~~Special Meeting February 20, 2023 at 3:00 PM~~

~~February 21, 2023 at 6:00 PM (Annual Community Meeting)~~

~~March 13, 2023 at 9:00 AM (Virtual ONLY)~~

~~April 10, 2023 at 10:00 AM~~

~~May 8, 2023 at 10:00 AM *RESCHEDULED*~~

~~Special Meeting May 15, 2023 at 10:00 AM~~

June 12, 2023 at 10:00 AM

July 10, 2023 at 10:00 AM

August 14, 2023 at 10:00 AM

September 11, 2023 at 10:00 AM

October 9, 2023 at 10:00 AM

November 14, 2023 at 6:00 PM

December 11, 2023 at 10:00 AM