CHEROKEE METROPOLITAN DISTRICT
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September 17, 2026 Board Meeting Packet

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CHEROKEE METROPOLITAN DISTRICT

REGULAR MEETING OF THE BOARD OF DIRECTORS

MINUTES – AUGUST 18, 2026

The Regular Meeting of the Board of Directors of the Cherokee Metropolitan District was held on Tuesday, August 18, 2026 at 5:30 p.m. at 6250 Palmer Park Blvd., Colorado Springs, Colorado.

Board of Directors Present: Dan Wall, Kim Hale, Jeff Bandy, Jeremy Atkinson

Absence Excused: Dolly Letriz

CMD Staff Present: Kevin Brown, General Manager; Juile Wells, Accountant; Joshua Watkins, Wastewater Supervisor/ORC

Others Present: Joan Fritsche, Fritsche Law LLC; members of the public.

ITEM 1: Call to Order

The meeting was called to order by Director Wall at 5:30 p.m. A quorum of the Directors was present and there were no changes to Directors' qualifications or disclosures. Those in attendance were asked to stand and cite the Pledge of Allegiance.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO EXCUSE THE ABSENCE OF DIRECTOR LETRIZ. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

ITEM 2: Review and Approval of the Agenda

A. Addendums/Amendments to Agenda

The Board reviewed the agenda.

MOTION: DIRECTOR ATKINSON MOVED, SECONDED BY DIRECTOR BANDY, TO APPROVE THE AGENDA AS PRESENTED. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

ITEM 3: Public Comment

A member of the public asked about any restrictions for using outdoor grills at District park locations under current El Paso County fire restrictions.

ITEM 4: Consent Agenda

Items on the Consent Agenda:

A. July 21, 2026 Regular Meeting Minutes
B. Initial Acceptance Villas at Claremont Ranch Infrastructure

MOTION: **FOLLOWING DISCUSSION, THE BOARD APPROVED ITEMS A-B ON THE CONSENT AGENDA, SUBJECT TO VERIFICATION OF FINAL EASEMENTS FOR THE VILLAS AT CLAREMONT RANCH. ALL IN FAVOR.**

ITEM 5: Public Meeting

A. Water Conservation Plan and Drought Response Policy

Mr. Brown reviewed the Amended and Restated Water Conservation Plan and Drought Response Policy, noting that the Policy was last updated in 2007. The new Policy aligns drought-related watering restrictions with Colorado Springs Utilities Water Wise Rules and provides clarification on the District's previous rules. The Policy also includes penalties for private system operators, such as HOAs, that do not fix leaks in a timely manner, which has been an occasional problem in the past. Discussion followed.

MOTION: **DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR HALE, TO APPROVE RESOLUTION NO. 2026-06 ADOPTING THE AMENDED AND RESTATED WATER CONSERVATION PLAN AND DROUGHT RESPONSE POLICY. MOTION PASSED UNANIMOUSLY.**

Mr. Brown reviewed the proposed schedule of fines related to drought and outdoor watering restrictions and stated the statutory notice of the meeting agenda item had been posted on the District's website for more the 30 days.

MOTION: **DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE RESOLUTION NO. 2026-07 ADOPTING THE SCHEDULE OF FINES RELATED TO DROUGHT AND OUTDOOR WATERING RESTRICTIONS.**

ITEM 6: Financial Report

A. July 2026 Financial Report

Ms. Wells reviewed the July 2026 Financial Report and noted the new schedule of cash position by fund. The Board had no additional questions.

MOTION: **DIRECTOR ATKINSON MOVED, SECONDED BY DIRECTOR HALE, TO ACCEPT THE JULY 2026 FINANCIAL REPORT AS PRESENTED. MOTION PASSED UNANIMOUSLY.**

B. 2027 Budget Process

Ms. Fritsche reviewed the statutory deadlines related to the District's 2027 budget process. A draft budget must be provided to the Board by October 15th. Mr. Brown advised the Board that an initial draft of the 2027 budget should be ready by the end of September.

ITEM 7: Unfinished Business

A. CHFD headquarters Property Purchase and Sale Agreement

Mr. Brown reviewed the terms of the proposed Purchase and Sale Agreement for the three parcels owned by Cimarron Hills Fire Protection District. The parties negotiated the terms of the purchase over several months and finalized the conditions under which the District may terminate the Agreement and retain its earnest money deposit. Discussion followed.

MOTION: DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE THE PURCHASE AND SALE AGREEMENT WITH CIMARRON HILLS FIRE PROTECTION DISTRICT. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

ITEM 8: New Business

A. Live Edge Consulting Professional Services Agreement (Commercial Inspection)

Mr. Brown reviewed the Professional Services Agreement with Live Edge Consulting for commercial building inspection services for the Cimarron Hills Headquarters Building. The fee for a full, nondestructive inspection is $1,750 and will be performed by Tyler Patterson of TLP Construction.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DISTRICT AND LIVE EDGE CONSULTING, LLC. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

B. Colorado Community Research Professional Services Agreement

Mr. Brown reviewed the Professional Services Agreement with Colorado Community Research, LLC related to the community survey on District parks projects. Discussion followed.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR BANDY, TO TABLE THIS MATTER UNTIL THE SEPTEMBER BOARD MEETING. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

C. Carollo Engineers MSA (Rate Study)

Mr. Brown reviewed the Master Agreement for Services with Carollo Engineers for preparation of the District's water and wastewater cost of service and rate study. Discussion followed.

MOTION: **DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO APPROVE THE MASTER AGREEMENT FOR SERVICES BETWEEN THE DISTRICT AND CAROLLO ENGINEERS, INC. MOTION PASSED 3 TO 1.**

D. Bioreactor Covers Change Order 2 – Building Dept Variance

Mr. Brown reviewed Change Order No. 2 from Moltz Construction. The Change Order reduces the amount of the contract by $247,939 because the ventilation system designed to comply with Building Department requirements is no longer necessary. The contractor explored options to reinforce equipment under the cover and the Building Department approved this variance in place of standard ventilation for an unoccupied structure.

MOTION: **DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO APPROVE CHANGE ORDER NO. 2 WITH MOLTZ CONSTRUCTION IN THE AMOUNT OF $-247,939.00. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

E. Tank 5 Change Order 1 – Winter Work

Mr. Brown reviewed Change Order No. 1 from DN Tanks Incorporated, as a result of delays in City approvals and site access. The contractor only added a 2% labor escalation for work proposed to be done in 2027, but additional mobilization and winter concrete pouring added significant cost to the project. Mr. Brown noted this represents a 3% cost increase for the project

MOTION: **DIRECTOR HALE MOVED, SECONDED BY DIRECTOR BANDY, TO APPROVE CHANGE ORDER NO. 1 WITH DN TANKS INCORPORATED IN THE AMOUNT OF $192,517.00. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

F. Tank 5 Change Order 2 – Access Road Improvement

Mr. Brown reviewed Change Order No. 1 from Glacier Construction Company. The current access road encroaches on an adjacent gas line easement. The construction contractor provided an estimate to relocate the Tamlin Road access point and realign the dirt road to fit within the access easement. This will allow the District to access the site without approval from the gas company.

MOTION: **DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR HALE, TO APPROVE CHANGE ORDER NO. 1 WITH GLACIER CONSTRUCTION COMPANY IN THE AMOUNT OF $16,634.00. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

*A short break was taken from 7:00 p.m. to 7:10 p.m.

G. Tamlin Storage Access Easement Agreement

Mr. Brown reviewed the proposed Access Easement Deed and Agreement between the District, Tamlin Storage, LLC and Woodmen Hills Metropolitan District negotiated by Mr. Brown and Ms. Fritsche.

MOTION: **DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO APPROVE THE ACCESS EASEMENT DEED AND AGREEMENT BETWEEN THE DISTRICT, TAMLIN STORAGE, LLC AND WOODMEN HILLS METROPOLITAN DISTRICT ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

Mr. Brown reviewed the Agreement to compensate Tamlin Storage LLC for the Access Easement. Mr. Brown negotiated a price of $10,000 as compensation for the easement, including legal, bank and consultant review fees incurred by Tamlin Storage.

MOTION: **DIRECTOR ATKINSON MOVED, SECONDED BY DIRECTOR BANDY, TO APPROVE THE AGREEMENT TO COMPENSATE GRANTOR BETWEEN THE DISTRICT AND TAMLIN STORAGE, LLC FOR THE SUM OF $10,000. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

H. Buffalo Builders Board Room Renovation Contract

Mr. Brown noted Buffalo Builders is scheduled to complete the Board Room renovations between the September and October meetings. Buffalo Builders' bid was about a third of the bid provided by the other responsive bidder and the renovation will consist of adding more floor power outlets, replacing the flooring with carpet, and restoring the baseboards.

MOTION: **DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR WALL, TO APPROVE THE CONSTRUCTION SERVICES AGREEMENT WITH BUFFALO BUILDERS FOR A NOT TO EXCEED PRICE OF $11,954.25. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

I. Resolution No. 2026-08 Regarding Electronic Records Retention Policy

Mr. Brown and Ms. Fritsche reviewed Resolution No. 2026-08 Regarding Electronic Records Retention. The District does not currently have a records retention policy, and the proposed policy will allow the District to store most of its records electronically in line with State and Federal law. Mr. Brown indicated he does not believe District files and records have been reviewed, organized or purged in many years, if ever.

MOTION: **DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR HALE, TO APPROVE RESOLUTION NO. 2026-08 REGARDING THE DISTRICT'S ELECTRONIC RECORDS RETENTION POLICY. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.**

J. Records Management Manual Approval

Ms. Fritsche reviewed Resolution No. 2026-09. The Resolution adopts the Colorado Special District Records Retention Schedule provided by the Colorado State Archives. The retention policy specifies how long various document types must be kept and whether they can be kept on paper or electronically. This will allow staff to sort, digitize and purge District records onsite and offsite.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE RESOLUTION NO. 2026-09 ADOPTING THE STATE OF COLORADO RETENTION MANUAL FOR SPECIAL DISTRICTS AND APPROVING SUBMITTAL OF THE REQUEST FORM TO THE COLORADO STATE ARCHIVES. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

K. 2026 Legislative Update

Ms. Fritsche provided a brief overview of 2026 legislation affecting special districts.

ITEM 9: Staff Reports

Mr. Brown presented his Manager's Report. He updated the Board on public cybersecurity matters, noting District staff is aware of hacks on water systems nationwide but the District has not detected any intrusions on its system. Staff has been in contact with several federal agencies and Schriever Space Force Base and believe the District's system is not vulnerable to the hacks documented in the media over the last month. Staff has access to federal and state agency resources to target cybersecurity upgrades.

Mr. Brown provided an update on Parks projects. The Springside entrance irrigation piping is broken underground just past the meter. The water team has scheduled an excavation for the last week of August that will repair that section and allow the sprinklers to be turned back on, barring any other breaks in the system.

Mr. Brown updated the Board on July water use. July water use was higher than average and June use, but did not break the 10-year record for the month. He anticipates the District will have sufficient water through the end of the year without imposing further outdoor watering restrictions. The water team has done an excellent job of balancing very high production across the wellfield. The exportable UBS wells, which supply most of the District's needs still have 55% of their annual allocation remaining with 2 high- flow months remaining in the year.

Mr. Brown noted potential changes to the District's "Sweep" account with Wells Fargo. The changes will allow the District to earn a higher interest rate and will improve the collateralization of the account.

Mr. Brown updated the Board on capital projects. There has been steady progress on all projects except for the Tank 5 project. The City delayed approval of the Tank 5 construction until September. Staff expects to receive a 30% cost estimate for the PFAS treatment facility from PCL Construction by the end of August.

There were no additional questions from the Board.

ITEM 10. Executive Session

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR BANDY, TO GO INTO EXECUTIVE SESSION PURSUANT TO SECTION 24-6-402(4)(B), C.R.S., FOR A CONFERENCE WITH THE DISTRICT'S ATTORNEY REGARDING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; SECTION 24-6-402(4)(E), C.R.S., DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS; AND SECTION 24-6-402(4)(A), C.R.S., REGARDING THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF ANY REAL, PERSONAL, OR OTHER PROPERTY INTEREST. NO FORMAL ACTION OR VOTING WILL TAKE PLACE IN THE EXECUTIVE SESSION.

A. Service Area Expansion Criteria Evaluation Update
B. Ellicott Pipeline Easement Acquisition Update

The Executive Session convened at 7:40 p.m. The Directors, Mr. Brown and Ms. Fritsche attended the Executive Session.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO COME OUT OF EXECUTIVE SESSION AT 7:56 P.M. MOTION UNANIMOUSLY PASSED.

ITEM 11. Adjournment

There being no further business to come before the Board, the meeting adjourned at 7:56 p.m.

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Jeff Bandy, Secretary

Attorney Fritsche certified for the record that the Executive Session was not recorded, as the matters discussed in Executive Session constituted privileged attorney-client communications.

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Joan M. Fritsche, Esq.

CHEROKEE METROPOLITAN DISTRICT

Financial Statements

August 2026

UNAUDITED

CASH POSITION

CHEROKEE METROPOLITAN DISTRICT

Schedule of Cash Position by Fund

August 31, 2026

	General Fund	Parks Fund	Water/ Wastewater Enterprise Fund	Golf Enterprise Fund	Total Funds
WELLS FARGO ACCOUNTS					
Sweep (Investments)					
Balance at 07/31/2026	$ 188,409	$ 485,600	$ 40,061,125	$ 1,863,950	$ 42,599,082
Dividends Earned	$ 507	$ 1,307	$ 107,829	$ 5,017	$ 114,660
Transfer In from (Out to) Wells Fargo Operating Account	$ 1,020	$ 2,757	$ 331,964	$ -	$ 335,742
Transfer In from (Out to) Wells Fargo Golf Account	$ -	$ -	$ -	$ 75,395	$ 75,395
Transfer In from (Out to) Wells Fargo Payroll Account	$ -	$ (12,834)	$ (322,907)	$ (75,395)	$ (411,137)
Actual Balance at 08/31/2026	**$ 189,937**	**$ 476,830**	**$ 40,178,010**	**$ 1,868,967**	**$ 42,713,743**
Golf, Payroll, Water/Wastewater					
Balance at 07/31/2026	$ -	$ -	$ -	$ -	$ -
Deposits	$ 12,318	$ 19,102	$ 3,041,772	$ 275,505	$ 3,348,698
Withdrawals	$ (13,339)	$ (9,026)	$ (3,050,828)	$ (275,505)	$ (3,348,698)
Payroll		$ (12,834)	$ (322,907)	$ (75,395)	$ (411,137)
Transfer Out to/(In from) Wells Fargo Sweep Account	$ 1,020	$ 2,757	$ 331,964	$ 75,395	$ 411,137
Actual Balance at 08/31/2026	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Petty Cash					
Cash on hand	$ -	$ -	$ 800	$ 1,300	$ 2,100
COLOTRUST ACCOUNTS					
General					
Balance at 07/31/2026	$ -	$ -	$ 1,050,868	$ -	$ 1,050,868
Transfer Out to ColoTrust 5% Fund	$ -	$ -	$ (25,258)	$ -	$ (25,258)
Transfer Out to ColoTrust 7% Fund	$ -	$ -	$ (35,362)	$ -	$ (35,362)
Transfer Out to ColoTrust TDS Surcharges	$ -	$ -	$ (98,301)	$ -	$ (98,301)
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 3,062	$ -	$ 3,062
Balance at 08/31/2026	$ -	$ -	$ 895,009	$ -	$ 895,009
WWTF Reserve					
Balance at 07/31/2026	$ -	$ -	$ 2,017,538	$ -	$ 2,017,538
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 6,551	$ -	$ 6,551
Balance at 08/31/2026	$ -	$ -	$ 2,024,089	$ -	$ 2,024,089
Project Construction Fund (5%)					
Balance at 07/31/2026	$ -	$ -	$ 3,127,826	$ -	$ 3,127,826
Transfer In from ColoTrust General Fund	$ -	$ -	$ 25,258	$ -	$ 25,258
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 10,211	$ -	$ 10,211
Balance at 08/31/2026	$ -	$ -	$ 3,163,295	$ -	$ 3,163,295
Parks Fund					
Balance at 07/31/2026	$ -	$ 77,156	$ -	$ -	$ 77,156
CTF Q2 Distribution	$ -	$ -	$ -	$ -	$ -
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ 251	$ -	$ -	$ 251
Balance at 08/31/2026	$ -	$ 77,407	$ -	$ -	$ 77,407
Capital Reserve (7%)					
Balance at 07/31/2026	$ -	$ -	$ 3,647,830	$ -	$ 3,647,830
Transfer In from ColoTrust General Fund	$ -	$ -	$ 35,362	$ -	$ 35,362
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 11,922	$ -	$ 11,922
Balance at 08/31/2026	$ -	$ -	$ 3,695,114	$ -	$ 3,695,114
Water Capital					
Balance at 07/31/2026	$ -	$ -	$ 1,098,157	$ -	$ 1,098,157
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 3,566	$ -	$ 3,566
Balance at 08/31/2026	$ -	$ -	$ 1,101,723	$ -	$ 1,101,723
TDS Surcharges					
Balance at 07/31/2026	$ -	$ -	$ 1,547,674	$ -	$ 1,547,674
Transfer In from ColoTrust General Fund	$ -	$ -	$ 98,301	$ -	$ 98,301
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 5,242	$ -	$ 5,242
Balance at 08/31/2026	$ -	$ -	$ 1,651,217	$ -	$ 1,651,217
2020 Bond-TDS Project Account					
Balance at 07/31/2026	$ -	$ -	$ 2,072,465	$ -	$ 2,072,465
Interest Income (Avg Monthly Yield: 3.8172%)	$ -	$ -	$ 6,729	$ -	$ 6,729
Balance at 08/31/2026	$ -	$ -	$ 2,079,194	$ -	$ 2,079,194
Total - All ColoTrust Accounts at 08/31/2026	**$ -**	**$ 77,407**	**$ 14,609,642**	**$ -**	**$ 14,687,049**
Total - Wells Fargo and ColoTrust Accounts at 08/31/2026	**$ 189,937**	**$ 554,237**	**$ 54,788,453**	**$ 1,870,267**	**$ 57,402,892**

GOVERNMENTAL FUNDS

General Fund

Parks Fund

CHEROKEE METROPOLITAN DISTRICT

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND - STREET LIGHTS - SUMMARY

For the eight months ended August 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 67%)
REVENUE			
Fees	**$ 149,200**	$ 98,365	66%
Total Revenue	**$ 149,200**	$ 98,365	66%
EXPENDITURES			
Lighting-Streets	**$ 164,800**	$ 93,354	57%
Total Expenditures	**$ 164,800**	$ 93,354	57%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	**$ (15,600)**	$ 5,011	
FUND BALANCE - BEGINNING OF YEAR-Estimated	**$ 175,543**	$ 162,588	
FUND BALANCE - End of Reporting Period-Estimated	**$ 159,943**	$ 167,599	

CHEROKEE METROPOLITAN DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

PARKS FUND - SUMMARY

For the eight months ended August 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 67%)
REVENUE			
Fees	**$ 228,000**	$ 158,838	70%
Conservation Trust funds	**150,000**	74,784	50%
Interest/Miscellaneous income	**15,200**	2,770	18%
Total Revenue	**$ 393,200**	$ 236,393	60%
EXPENDITURES			
Parks, Landscape and Open Space	**$ 372,180**	$ 271,054	73%
Capital Outlay	**130,000**	132,011	102%
Total Expenditures	**$ 502,180**	$ 403,064	80%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	**(108,980)**	$ (166,672)	
FUND BALANCE - BEGINNING OF YEAR-Estimated	**$ 378,017**	$ 423,659	
FUND BALANCE - End of Reporting Period-Estimated	**$ 269,037**	$ 256,987	

ENTERPRISE/PROPRIETARY FUNDS

Water and Wastewater Fund

Golf Course Fund

CHEROKEE METROPOLITAN DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE (NON-GAAP BUDGETARY BASIS)

WATER AND WASTEWATER ENTERPRISE FUND - SUMMARY

For the eight months ended August 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 67%)
REVENUE			
Sale of Water Services	**$ 8,641,500**	$ 6,426,862	74%
Sale of Wastewater Services	**6,420,000**	4,316,052	67%
Other Operating Revenue	**1,907,740**	1,519,992	80%
Capital Revenue (inc. Water/Wastewater Tap Fees)	**4,616,000**	1,778,860	39%
Interest Income	**1,250,000**	1,049,553	84%
Miscellaneous Income	**185,000**	443,639	240%
Total Revenue	**$ 23,020,240**	$ 15,534,957	67%
EXPENDITURES			
Water System			
Purchased Water	**$ 25,000**	$ -	0%
Pumping	**930,100**	611,797	66%
Treatment	**219,000**	161,542	74%
Transmission and Distribution	**592,500**	343,279	58%
Employee Benefits and Training	**1,566,200**	1,078,468	69%
Total Water System	**$ 3,332,800**	$ 2,195,086	66%
Wastewater System			
Treatment	**$ 1,514,900**	$ 1,032,103	68%
Collections	**575,000**	277,094	48%
Employee Benefits and Training	**1,811,000**	1,089,027	60%
Total Wastewater system	**$ 3,900,900**	$ 2,398,225	61%
Support Services			
Engineering	**$ 20,000**	$ 17,685	88%
Safety and Technical Services	**247,000**	141,606	57%
Employee Benefits and Training	**1,128,900**	651,915	58%
Total Suppport Services	**$ 1,395,900**	$ 811,206	58%
Other			
General and Professional	**$ 2,106,470**	$ 1,291,174	61%
Capital Expenditures	**22,091,400**	6,475,000	29%
Debt Principal Payments	**1,804,000**	1,778,069	99%
Interest and Bond Fees - *Note 1*	**1,292,000**	1,093,597	85%
Total Other	**$ 27,293,870**	$ 10,637,839	39%
Total Expenditures	**$ 35,923,470**	$ 16,042,356	45%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**$ (12,903,230)**	(507,399)	
FUND BALANCE - BEGINNING OF YEAR-Estimated	**$ 46,387,764**	$ 41,638,554	
FUND BALANCE - End of Reporting Period-Estimated	**$ 33,484,534**	$ 41,131,155	

Note 1: Interest accrued from Jul 2025 - Dec 2025 on all bonds and loans totaling $781,249.50 was expensed when the 2025 fiscal year was closed in our accounting system in August.

CHEROKEE METROPOLITAN DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE (NON-GAAP BUDGETARY BASIS)

GOLF COURSE FUND - SUMMARY

For the eight months ended August 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 67%)
REVENUE			
Operating Revenue	**$ 1,466,000**	$ 1,266,503	86%
Resale	**405,000**	360,533	89%
Other	**34,200**	30,996	91%
Total Revenue	**$ 1,905,200**	$ 1,658,032	87%
EXPENDITURES			
Pro Shop/Grill	**$ 44,000**	$ 35,564	81%
Employee Benefits and Training-Pro Shop/Grill	**404,500**	295,674	73%
Course Maintenance	**219,000**	124,631	57%
Employee Benefits and Training-Maintenance	**339,950**	221,021	65%
Resale Expense	**271,000**	302,074	111%
General and Administrative	**303,137**	212,246	70%
Capital Expenditures	**63,000**	13,074	21%
Total Expenditures	**$ 1,644,587**	$ 1,204,282	73%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**$ 260,613**	$ 453,750	
FUND BALANCE - BEGINNING OF YEAR-Estimated	**$ 2,051,502**	$ 1,936,524	
FUND BALANCE - End of Reporting Period-Estimated	**$ 2,312,115**	$ 2,390,274	

CAPITAL SCHEDULE - ALL FUNDS

CHEROKEE METROPOLITAN DISTRICT

2026 CAPITAL SCHEDULE - ALL FUNDS

FUND/DEPARTMENT	2026 Budget	Previous Months' Costs	August Costs	2026 Costs to Date	Over/(Under) Budget
PARKS FUND:					
Eastridge Ballfields Infield Rebuild	$ 85,000	$ -	$ -	$ -	$ (85,000)
Plower Court Erosion Mitigation	$ 40,000	$ 34,961	$ -	$ 34,961	$ (5,039)
Eastridge 4" Backflow Project	$ -	$ 89,147	$ -	$ 89,147	$ 89,147
Fredericksburg Park Slide Replacement	$ -	$ 7,903	$ -	$ 7,903	$ 7,903
Total - PARKS FUND	**$ 125,000**	**$ 132,011**	**$ -**	**$ 132,011**	**$ 7,011**
GOLF COURSE FUND:					
Pro Shop Expansion	$ 50,000	$ -	$ -	$ -	$ (50,000)
Tee Line Improvements	$ 13,000	$ 6,324	$ -	$ 6,324	$ (6,676)
Fertilizer Pump	$ -	$ -	$ 6,750.00	$ 6,750	$ 6,750
Total - GOLF COURSE FUND	**$ 63,000**	**$ 6,324**	**$ 6,750.00**	**$ 6,324**	**$ (56,676)**
WATER/WASTEWATER FUND					
WATER DIVISION:					
Tamlin Tank 5 Site Development	$ 6,000,000	$ 336,721	$ -	$ 336,721	$ (5,663,279)
Possible Land Acquisition	$ 2,750,000	$ 316,122	$ -	$ 316,122	$ (2,433,878)
Replacement Plan	$ 2,400,000	$ 5,907	$ -	$ 5,907	$ (2,394,094)
PFAs Treatment Facility Design	$ 2,200,000	$ 529,788	$ -	$ 529,788	$ (1,670,212)
Poleson Well Final Closing	$ 1,000,000	$ 764,385	$ -	$ 764,385	$ (235,615)
Ellicott 30" Land Acquisition/Peterson Casing	$ 952,000	$ 152,393	$ -	$ 152,393	$ (799,607)
Ellicott Highway Lowering	$ 820,000	$ 812,631	$ -	$ 812,631	$ (7,369)
Pipeline Connection-PFAs Facility	$ 500,000	$ -	$ -	$ -	$ (500,000)
Distribution System Valve Replacements	$ 290,200	$ -	$ -	$ -	$ (290,200)
Fleet Vehicle Replacements	$ 150,000	$ 136,740	$ -	$ 136,740	$ (13,260)
Well Rehab Phase 3	$ 150,000	$ 751	$ -	$ 751	$ (149,249)
Omaha Rd Water Line Replacement	$ 120,000	$ 7,380	$ -	$ 7,380	$ (112,620)
Pressure-sustaining Valves-North Well Field	$ 120,000	$ 76,487	$ -	$ 76,487	$ (43,513)
Towable LED Light Tower	$ 19,200	$ 16,500	$ -	$ 16,500	$ (2,700)
Galley Rd/Ford St Hydrant Replacement/Relocation	$ 15,000	$ -	$ -	$ -	$ (15,000)
Well 22 (2025 Project)	$ -	$ 91,313	$ -	$ 91,313	$ 91,313
El Paso County Permits & Fees	$ -	$ 81,989	$ -	$ 81,989	$ 81,989
Water Meters-Utility Billing	$ -	$ 10,762	$ -	$ 10,762	$ 10,762
Sundance AR-1 Well Upgrade	$ -	$ 12,792	$ -	$ 12,792	$ 12,792
Total - WATER DIVISION	**$ 17,486,400**	**$ 3,352,660**	**$ -**	**$ 3,352,660**	**$ (14,133,740)**
WASTEWATER RECLAMATION FACILITY (WRF):					
Bioreactor Covers	$ 3,500,000	$ 1,281,196	$ -	$ 1,281,196	$ (2,218,804)
Additional RIBS Trenches	$ 400,000	$ 63,552	$ -	$ 63,552	$ (336,448)
RIBs Control Upgrades	$ 150,000	$ -	$ -	$ -	$ (150,000)
EQ Basin Closing	$ 120,000	$ -	$ -	$ -	$ (120,000)
Bioreactor Floating Scum Skimmers	$ 80,000	$ -	$ -	$ -	$ (80,000)
Fleet Vehicle Replacements	$ 45,000	$ 45,190	$ -	$ 45,190	$ 190
Solids Handling-Screw Press (2025 Project)	$ -	$ 5,796	$ -	$ 5,796	$ 5,796
Total - WRF	**$ 4,295,000**	**$ 1,395,733**	**$ -**	**$ 1,395,733**	**$ (2,899,267)**
COLLECTIONS:					
Terminal Lift Station Alternatives Analysis	$ 100,000	$ 27,515	$ -	$ 27,515	$ (72,485)
LS1 Headworks Gate Valves & Actuators	$ 60,000	$ 66,795	$ -	$ 66,795	$ 6,795
Total - COLLECTIONS	**$ 160,000**	**$ 94,310**	**$ -**	**$ 94,310**	**$ (65,690)**
ADMIN/FINANCE					
Accounting Software Setup	$ 90,000	$ -	$ -	$ -	$ (90,000)
Board Room Renovation	$ 30,000	$ -	$ -	$ -	$ (30,000)
Engineering/Office Pool Vehicle	$ 30,000	$ 28,165	$ -	$ 28,165	$ (1,835)
Total - ADMIN/FINANCE	**$ 150,000**	**$ 28,165**	**$ -**	**$ 28,165**	**$ (121,835)**
Total - WATER/WASTEWATER FUND	**$ 22,091,400**	**$ 4,870,869**	**$ -**	**$ 4,870,869**	**$ (17,220,531)**
TOTAL DISTRICT CAPITAL - ALL FUNDS	**$ 22,279,400**	**$ 5,009,204**	**$ 6,750.00**	**$ 5,009,204**	**$ (17,270,196)**

LONG-TERM OBLIGATIONS SCHEDULE

CHEROKEE METROPOLITAN DISTRICT

LONG-TERM OBLIGATIONS SCHEDULE

	Principal Balance at January 1, 2026	Additions	Deductions	Principal Balance at August 31, 2026	Remaining Principal Amounts Due 2026
Business-Type Activities:					
2006 CWRPDA Note	$ 1,917,626	$ -	$ 901,888	$ 1,015,738	$ -
2012 CWRPDA Note	1,126,319	-	131,181	995,138	-
Total CWRPDA Notes	$ 3,043,945	$ -	$ 1,033,069	$ 2,010,876	$ -
2020 Revenue Bonds	$ 38,755,000	$ -	$ -	$ 38,755,000	$ -
2021A Revenue Bonds	6,070,000	-	315,000	5,755,000	-
2021B Revenue Bonds	6,410,000	-	430,000	5,980,000	-
Total Revenue Bonds	$ 51,235,000	$ -	$ 745,000	$ 50,490,000	$ -
Total - Business-type activities long-term liabilities	**$ 54,278,945**	**$ -**	**$ 1,778,069**	**$ 52,500,876**	**$ -**

COLORADO COMMUNITY RESEARCH

Polling · Survey Research · Campaign Consulting | Boulder, Colorado

July 30, 2026
To: Kevin Brown, General Manager, Cherokee Metropolitan District
From: Mark Van Akkeren & Jane Hummer, Colorado Community Research
Re: Proposal — Cherokee Metropolitan District Parks Survey

Colorado Community Research (CCR) is pleased to submit this proposal to Cherokee Metropolitan District (CMD) for a resident survey to inform the Board of Directors' long-term parks and open space plan. This proposal outlines our recommended methodology, instrument approach, timeline, deliverables, and cost, building on the draft survey content CMD has already assembled.

Background

CMD is developing a long-term investment plan for its parks and open space and wants resident input on park and amenity usage, investment priorities, and willingness to pay for expanded maintenance and new facilities beyond the current $1.85/month parks fee. CMD has drafted the substantive content it wants to cover and CCR will assist in the refinement of the survey instrument and methodology.

Proposed Methodology

Universe

The CMD service area covers approximately 17,000 registered voters. CCR recommends inviting the full universe to participate, rather than fielding a smaller probability sample, since the goal is broad resident input for board decision-making rather than a narrow statistical estimate. Results will be reported in aggregate and, where response volume allows, weighted to known parcel-level voter demographics to help ensure balanced representation across the district.

Mode

A two-track outreach approach:

- Postcard-to-web: CMD's standard postcard mailer, sent to all households/parcels, directing residents to the online survey via a QR code/link and serial tracking number (for statistical purposes).
- Supplemental MMS-to-web: for larger properties billed under a single shared water account (e.g., apartment complexes, HOAs), a postcard alone reaches the account holder, not individual residents. CCR will use its private contact list to supplement outreach to residents at these properties via MMS, and will work with CMD to determine which specific properties/recipients are covered by MMS versus postcard.

Instrument

CCR will take CMD's draft content and refine question wording, order, and response options to produce a neutral, unbiased instrument, covering:

- Park-by-park visitation frequency
- Amenity-specific usage at named parks (e.g., dog parks, disc golf, pavilions)
- Cross-park amenity usage (playgrounds, picnic tables, trails, etc.)
- Ranked investment priorities across improvements to existing amenities versus new construction (top 3 in each category)

- Willingness to pay above the current $1.85/month parks fee for expanded maintenance and new facilities
- Importance of water conservation in parks (1–5 scale)
- Open-ended feedback to the Board and Parks Maintenance team

The instrument will be hosted online (Alchemer), accessible via the postcard's QR code/link and via the MMS invitation for supplemental recipients.

Timeline

CCR is considering two fielding windows, early October or mid-November 2026, both chosen specifically to avoid peak political text-messaging season. The table below assumes an early-October field date; a mid-November field date would shift each milestone back accordingly.

Milestone	Detail	Timing
Instrument design & sign-off	Refined questionnaire delivered for Board/staff review	Early–mid September
Programming & list prep	Online survey build, MMS list segmentation with CMD (postcard vs. MMS)	Mid–late September
Fielding	Postcards mailed by CMD; MMS invitations sent by CCR; survey open	Early October
Analysis	Data cleaning, weighting where applicable, cross-tabulation	Following field close
Delivery	Topline, crosstabs, and findings memo/presentation for the Board study session	~2 weeks after field close

Deliverables

- Refined, neutral survey instrument, reviewed and approved by CMD prior to fielding
- Full topline results with verbatim question wording
- Cross-tabulated results by geography/park proximity and, where available, resident demographics
- Willingness-to-pay analysis relative to the current $1.85/month baseline
- Summary of open-ended resident feedback
- A findings memo and presentation formatted for the Board's public study session

Cost

Item	Cost
Instrument refinement, online survey hosting, supplemental MMS outreach to shared-water-bill properties, weighting, toplines, full crosstabs, willingness-to-pay analysis, findings memo, and Board presentation	$13,500

Total project cost: $13,500, flat fee. This is a working estimate based on the scope described above; it assumes CMD handles postcard printing/mailing directly and CCR's MMS outreach is limited to shared-water-bill properties. It would be adjusted if the number of MMS-eligible properties is larger than expected.

Payment terms: 30% due at sign-off to reserve fielding dates, balance due upon delivery of final data and memo.

About Colorado Community Research

CCR is a Boulder-based polling, survey research, and campaign consulting firm led by Mark Van Akkeren and Jane Hummer, with experience designing public-policy surveys for special districts and local government clients across Colorado. We look forward to the opportunity to support CMD's parks and open space planning process.

Questions? We're happy to walk through the instrument, the postcard/MMS split, or pricing in more detail before this goes to the Board.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered as of _____________________, 2026 by and between **Cherokee Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado ("**District**") with a mailing address of 6250 Palmer Park Blvd., Colorado Springs, CO 80915, and **Colorado Community Research, LLC**, a Colorado limited liability company, with a mailing address of 2994 Shady Holw W, Boudler, Colorado 80304 ("**Contractor**" and together with District, the "**Parties**" or either of the Parties, a "**Party**").

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide services related to the scope of services as described in **Exhibit A** attached hereto "**Scope of Services**". All provisions of the Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated and completed as outlined in the Scope of Services. Any extensions of the timeline outlined in the Scope of Services must be agreed upon in writing by the Parties.

3. Early Termination by District. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the District, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the flat fee amount of $13,500, as set forth in the Scope of Services. The District shall remit 30% of the cost (i.e. $4,050) upon execution of this Professional Services Agreement, with the balance due upon delivery of the final data and memo. The District shall provide no benefits to the Contractor other than the compensation stated in the Scope of Services.

A. Requests for payment:

1. Address all payment requests to Cherokee Accounts Payable at ap@cherokeemetro.org.

2. Include the following information:
   a. Payee Name and Remittance address
   b. W-9 prior to first invoice

6. District Representative. The District designates Kevin Brown, General Manager as its project representative (the "District Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.

7. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to Workers' Compensation benefits from the District for the performance of the services specified in this Agreement.

8. Personal Services. It is understood that the District enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

9. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Contractor's duties, since the District is ultimately relying upon the Contractor's skill and knowledge.

10. Duty to Warn. The Contractor agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

11. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain state minimum Workers' Compensation insurance coverage for its employees, if any. The Contractor shall also maintain professional liability insurance in the minimum amount of $500,000.

At the request of the District, the Contractor shall provide the District with documentation evidencing such coverages.

12. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

13. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

14. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

15. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate this Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

16. Indemnification; No Waiver of Liability. The Contractor agrees to indemnify, defend, and hold harmless the District from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the District for the time, if any, spent by its legal counsel in connection with such claims or actions. If an Additional Scope of Services contains any provisions purporting to require the District to defend, indemnify, or hold harmless the Contractor or purporting to effect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement. The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act § 24-10-101 *et seq*., C.R.S., or otherwise available to the District or its officers or employees.

17. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

18. Law; Venue, Jurisdiction. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Jurisdiction and venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District's mailing address is located.

19. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors, pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S.

21. Ownership of Work Product. All documents and other materials prepared or furnished by the Contractor and paid by the District for pursuant to this Agreement are instruments of public information and property of the District. Notwithstanding the foregoing, the Contractor shall be permitted to keep copies of all such documents and materials.

22. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

23. Time Is Of the Essence. All times stated in this Agreement are of the essence.

24. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

25. Waiver. No waiver by either Party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

26. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original and together shall constitute one and the same instrument. This Agreement and any other documents requiring a signature may be signed electronically by either Party, pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

27. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Agreement as of the date first set forth above.

CONTRACTOR:
Colorado Community Research, LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

Cherokee Metropolitan District

By: ______________________________

Name: ______________________________

Title: ______________________________

EXHIBIT A

SCOPE OF SERVICES

attached

COLORADO COMMUNITY RESEARCH

Polling · Survey Research · Campaign Consulting | Boulder, Colorado

July 30, 2026

To: Kevin Brown, General Manager, Cherokee Metropolitan District

From: Mark Van Akkeren & Jane Hummer, Colorado Community Research

Re: Proposal — Cherokee Metropolitan District Parks Survey

Colorado Community Research (CCR) is pleased to submit this proposal to Cherokee Metropolitan District (CMD) for a resident survey to inform the Board of Directors' long-term parks and open space plan. This proposal outlines our recommended methodology, instrument approach, timeline, deliverables, and cost, building on the draft survey content CMD has already assembled.

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Questions? We're happy to walk through the instrument, the postcard/MMS split, or pricing in more detail before this goes to the Board.

CHEROKEE METROPOLITAN DISTRICT
RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF CHEROKEE METROPOLITAN DISTRICT EXTENDING ITS TEMPORARY MORATORIUM ON WATER SERVICE AREA EXPANSIONS AND EXTERNAL CONTRACTUAL WATER COMMITMENTS

WHEREAS, the Cherokee Metropolitan District (the "District") was organized pursuant to §§ 32-1-101 *et seq*., C.R.S. (the "Special District Act"), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the "Board") is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District provides water, sanitary sewer and park and recreation services to the occupants and property within its jurisdiction; and

WHEREAS, on June 17, 2025, the Board approved Resolution 2025-05, which established a temporary moratorium on service area expansions and external contractual water commitments entered into by the District; and

WHEREAS, on December 16, 2025, the Board approved Resolution 2025-11 extending the temporary moratorium from December 31, 2025 to May 1, 2026; and

WHEREAS, on June 16, 2026, the Board approved Resolution 2026-04 further extending the temporary moratorium to September 30, 2026; and

WHEREAS, the Board finds that further extending the temporary moratorium on service area expansions and external contractual water commitments is necessary for the immediate preservation of public health, safety and welfare of the District's property owners and occupants, for responsible stewardship, and to ensure water availability to the District's existing customers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cherokee Metropolitan District, El Paso County, Colorado:

1. <u>Moratorium</u>. The moratorium on service area expansions and external contractual water commitments (the "Moratorium") entered into by the District on June 17, 2025, and as extended, is hereby further extended until November 1, 2026, unless sooner repealed or extended by a resolution of the Board of Directors. The Moratorium shall not affect existing service areas and existing external contractual water commitments of the District.

2. Authorization. The Board hereby directs its General Manager to implement and otherwise continue enforcement of the Moratorium.

3. Amendments. The District expressly reserves the right to amend, revise, extend, and/or repeal this Resolution in whole or in part, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Severability. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

5. Effective Date. The provisions of this Resolution shall take effect immediately.

ADOPTED this 17th day of September, 2026.

CHEROKEE METROPOLITAN DISTRICT

By: ________________________________
Dan Wall, President

ATTEST

____
Jeff Bandy, Secretary

AGREEMENT FOR SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this 2nd day of September, 2026 (the "**Effective Date**"), by and between the **Cherokee Metropolitan District,** a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), with a principal place of business at 6250 Palmer Park Boulevard, Colorado Springs, CO 80915, and **Pinyon Environmental, Inc**., a Colorado Corporation with a principal place of business at 3222 S Vance St #200, Lakewood, CO 80227 ("**Contractor**") (each individually a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, the District requires Phase 1 ESA services for a District project; and

WHEREAS, Contractor has held itself out to the District as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. Except as expressly provided herein, no agent, employee, or representative of the District is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the District, or until terminated as provided herein.

B. The District may terminate this Agreement upon ten (10) days advance written notice to Contractor. Upon termination, the District shall pay Contractor for all work previously authorized and completed prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination. If, however, Contractor has materially breached this Agreement, the District shall have any remedy or right of set-off available at law and in equity.

C. Contractor may terminate this Agreement for cause for a material breach of its terms by the District upon seven (7) days advance written notice to the District. Contractor may terminate this Agreement for convenience by providing the District with advance written notice no later than sixty (60) days prior to the expiration of this Agreement.

D. Upon the effective date of termination, Contractor shall deliver to the District all data, drawings, specifications, reports, summaries, and such other information and materials as may have been produced or accumulated by Contractor in performing the work ("**Work Product**"), whether completed or in process, with the exception of one record copy of such information which shall be kept by Contractor. If the Agreement is terminated for any reason other than for cause prior to completion of the work, any use of the documents by the District thereafter shall be at the District's sole risk, unless otherwise consented to by Contractor.

E. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

III. COMPENSATION

A. In consideration for the completion of the work by Contractor within the Scope of Services by Contractor, the District shall pay Contractor an amount not to exceed without prior authorization Three Thousand, Eight Hundred Dollars ($3,800.00), or as stated in the Scope of Services. The maximum amount specified herein shall include all fees and expenses incurred by Contractor in performing the Scope of Services.

B. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

C. If District fails to make payment due to Contractor for services and expenses within sixty (60) days after receipt of Contractor's statement, the amounts due Contractor may include a charge at the rate of 1½% per month from said sixty-first day and in addition, Contractor may, after giving seven (7) days written notice to District, suspend services under this Agreement until paid in full all amounts due for services and expenses.

D. Requests for payment:

1. Address all payment requests to Cherokee Accounts Payable at ap@cherokeemetro.org.

2. Include the following information:

a. Payee Name and Remittance address
b. W-9 prior to first invoice

3. District payment policy: It is the District's policy to pay invoices, net 30 days, unless otherwise agreed to by the District and Consultant. Payments are processed twice per month around the 1st and the 15th and will be mailed to the remittance address or the payment processed electronically.

4. If applicable, final payment shall be in accordance with the provisions of C.R.S. §§ 38-26-106 and 107, which, among other things require for construction contracts exceeding $150,000 that notice of final settlement under the Contract be published at least twice in a newspaper of general circulation in any county where the work was contracted for or performed no less than ten (10) days prior to final payment.

IV. CONTRACTOR RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The District's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Any subcontractors and outside associates required by the Contractor in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to in writing between the District and Contractor. The District must give prior written approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants. The work performed by such subcontractors, associates, or consultants shall be in accordance with generally accepted practices and the level of competency presently maintained by such other persons practicing in the same or similar type of work in the applicable community.

E. The District and Contractor agree that safety is a priority in all services performed under the Agreement. Contractor shall review all District safety procedures and protocols prior to commencing work, including Cherokee Metropolitan District's Safety Manual ("**Safety Manual**"), and adhere to those procedures and protocols during the performance of all work. Contractor may substitute its own safety procedures and protocols for those of District upon submission of such procedures and protocols to the District and receipt of District's written authorization.

F. Contractor Acknowledgement Form is attached to this Agreement. By its signature, Contractor acknowledges its receipt of a copy of the Cherokee Metropolitan District's Safety Manual.

G. The District is a tax-exempt entity. Contractor shall obtain a copy of the District's exemption certificate for use on the project. Contractor is responsible for paying all sales and use taxes that could have been avoided.

V. DISTRICT RESPONSIBILITIES

A. The District shall provide to the Contractor full and free access to enter upon all property required for the performance of the Contractor's services under this Agreement.

B. Furnish to Contractor data prepared by or services of others, including without limitation, aerial photography, surveys, boring, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; all of which Contractor may use and rely upon in performing services under this Agreement.

C. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Contractor, obtain advice of an attorney, insurance counselor and other consultants as District deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

D. Unless these services are specifically included in the Contractor's scope of services to furnish approvals, consents and permits from all governmental authorities having jurisdiction over the work as well as any land, right-of-way, easements and such from others as may be necessary for successful completion of the Work.

VI. OWNERSHIP

Copies of materials, items, and work specified in the Scope of Work provided or developed by Contractor shall be provided to the District upon final payment to the Contractor; however, Contractor shall not be liable for any such reuse of those documents. Nothing in this Section shall prevent the Contractor from retaining copies of such materials, continuing to have a property interest therein and using such materials after the termination of this Agreement provided the information contained therein is not confidential.

VII. INDEPENDENT CONTRACTOR

A. The services performed by Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to Workers' Compensation benefits from the District for the performance of the services specified in this Agreement. Contractor shall make no representation that it is a District employee for any purposes.

B. By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership or any other type of relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

VIII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below with insurers acceptable to the District. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance. Evidence of qualified self-insured status may be substituted for the requirements of this Paragraph.

2. Contractor shall maintain broad form general liability and property damage liability insurance in the minimum amount of $1,000,000 for bodily injury, death, or damage to property of any person and $2,000,000 in the aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the District and the District's officers, employees, and contractors as additional insureds, but only with respect to liability arising out of Contractor's performance of this Agreement. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Automobile liability insurance for bodily injury and property damage in the minimum amount of $1,000,000 for bodily injury, death, or damage to property of any person and $2,000,000 in the aggregate.

D. Any insurance carried by the District, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

E. Contractor shall provide to the District certificates of insurance, completed by Contractor's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled (except for reasons such as non-payment where 10-days notice will be provided per the policy), terminated, or materially changed until at least thirty (30) days prior written notice has been given to the District. The District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

F. Failure on the part of Contractor to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the District may immediately terminate this Agreement, or at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies paid by the District shall be repaid by Contractor to the District upon demand, or the District may offset the cost of the premiums against any monies due to Contractor from the District.

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the District and its officers, employees, and agents from and against liability, damages, losses, expenses and demands, including reasonable attorneys' fees, arising out of or in any manner connected with Contractor's performance under this Agreement if such injury, loss, or damage is caused in whole by, the negligent act, omission, or error of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a Workers' Compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

XI. MISCELLANEOUS

A. Governing Law, Venue and Jurisdiction. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Jurisdiction and venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court in and for El Paso County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when hand delivered, sent via overnight national courier, or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The District and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the District under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Consequential Damages Waiver. To the fullest extent permitted by law, the District and Contractor waive against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

L. Attorneys' Fees. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order or award.

M. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

N. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute one and the same instrument. This Agreement and any other documents requiring a signature may be signed electronically by either Party, pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

CHEROKEE METROPOLITAN DISTRICT

By: ______________________

Name: DAN WAIC

Title: PRESIDENT, BOD

CONTRACTOR

Pinyon Environmental, Inc.

By: ______________________

Name: ______________________

Title: ______________________

STATE OF _______)
) ss.
COUNTY OF __________________)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of __________________, , by ____________________ as ________________ of .

My commission expires:________

(S E A L)

____
Notary Public

Cherokee Metropolitan District

CONTRACTOR ACKNOWLEDGEMENT

Date: ______________________

I hereby acknowledge receipt of a copy of the Cherokee Metropolitan District's 'Safety Manual'. I will become familiar with and abide by the requirements and safe practices as stated herein.

Company Name:____

Company Representative Name (print):______________________________

Company Representative Signature:________________________________

A copy of this acknowledgement will be kept on file with the Agreement for Services.

EXHIBIT A
SCOPE OF SERVICES

August 27, 2026

Mr. Troy Slocum, PE
Cherokee Metropolitan District
6250 Palmer Park Boulevard
Colorado Springs, CO 80915

Via email: tslocum@cherokeemetro.org

Subject: Proposal to Complete a Phase I Environmental Site Assessment, Tuskegee Place, 1835, 1845, and 1955 Tuskegee Place, Colorado Springs, Colorado

Dear Mr. Troy Slocum, PE:

Pinyon Environmental, Inc. (Pinyon), is a full-service environmental consulting firm committed to providing the best services possible by minimizing the cost to your business and maximizing time efficiency. Our commitment to the successful completion of your project is outlined in the following attachments:

- Attachment A – Proposal Summary and Authorization
- Attachment B – Phase I ESA Report User Information
- Attachment C – Scope of Services
- Attachment D – Assumptions

Environmental risk is typically measured by both risk tolerance and financial impacts. At Pinyon, our goal is to lessen your risk by helping you make informed decisions, based on sound engineering practices and regulatory compliance. We understand the issues surrounding real estate transactions. Our Phase I Environmental Site Assessments are completed in accordance with ASTM 1527-21 and meet the United States Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) rule. Our goal is to assist you with satisfying due diligence, reducing your risk, and to meet your lender and deadline requirements.

To initiate the project work, please review the information outlined on the Proposal Summary, sign as indicated and return it to our office. Additionally, please complete the Phase I Report User Information attached to this proposal as Attachment B. If you need any information, or have questions, please do not hesitate to contact me at (303) 980-5200 or via email at grenier@pinyon-env.com. Thank you for considering Pinyon for your project needs.

Sincerely,
PINYON ENVIRONMENTAL, INC.

Tim Grenier, PE
Environmental Engineer

Attachment A - Proposal Summary and Authorization

Site Information		Client Information	
Name:	Tuskegee Place	Name:	Cherokee Metropolitan District
Location:	1835, 1845, and 1955 Tuskegee Place Colorado Springs, CO	Contact:	Mr. Troy Slocum, PE
Site Size:	Approximately 2.04 acres	Address:	6250 Palmer Park Boulevard Colorado Springs, CO 80915
Current Status:	Developed	Phone:	719.330.8042
Current Use:	Fire Protection Office and Training Facility	Email:	tslocum@cherokeemetro.org
Notes:			

Section A. Project Scope	
Summary of Scope	Complete a Phase I Environmental Site Assessment in accordance with ASTM Standard E-1527-21 and meeting the United States Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) rule (Details and assumptions included as Attachments C and D).
Purpose	The purpose of the Phase I Environmental Site Assessment will be to evaluate the potential for soil, vapor, and/or groundwater contamination at the site, due to a release of hazardous substances or petroleum products.

Section B. Schedule	
Field Work Completed	Ten business days after receipt of notice to proceed and site access
Final Report Due	Fifteen business days after receipt of notice to proceed and site access

Section C. Lump-Sum Cost		
Please Check Preference. If no preference is selected, electronic delivery will be the default.		
Electronic Delivery (Electronic [PDF format], no hard copies will be provided)	☐	$3,800
Hard Copy Delivery (Electronic *and* two printed hard copies)	☐	$3,900
Reliance Letter (additional fee to above delivery method)	☐	**+ $200**
Changes or revisions to report due to third-party requirements, or additional regulatory reviews		*Actual Time & Materials*

Attachment B - Phase I ESA Report User Information

To:	Pinyon Environmental, Inc.
From:	
Of:	
Phone:	
Email:	
Site Address:	1835, 1845, and 1955 Tuskegee Place Colorado Springs, Colorado
Date:	

The person who will use, or rely on, the Phase I must provide the information outlined below. Please fill out this form to the best of your ability. For any questions where the answer is "yes," please provide additional information in the column to the right or on a separate sheet. Without the answers to these questions, Pinyon's Phase I report will have to note that the Phase I report is incomplete, and your Landowner Liability Protections could be at risk. If you have any questions, please contact Pinyon for assistance.

User Question	User Provided Answer and Additional Information
What is the purpose of the Phase I ESA? Is it for a loan?	
What is the planned use (commercial, residential, industrial, or other) of the Site?	
Did a search of recorded land title records identify any environmental liens filed or recorded against the Site under federal, tribal, state, or local law?	
Did a search of recorded land title records identify any activity use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls the Site under federal, tribal, state, or local law? If so, please describe.	
Do you have any specialized knowledge or experience related to the Site or nearby properties? If so, please describe.	
Does the purchase price for this property reasonably reflect the fair market value of the Site? Note that this question does not require an appraisal of the property, but is based on the experience of the user.	

User Question	User Provided Answer and Additional Information
If you answered "no" to the above question, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Site?	
Do you know the past uses of the Site? If so, please describe.	
Do you know of specific chemicals that are present or once were present at the Site? If so, please describe.	
Do you know of spills or other chemical releases that have taken place at the Site? If so, please describe.	
Do you know of any environmental cleanups that have taken place at the Site? If so, please describe.	
Based on your knowledge and experience related to the Site, are there any obvious indicators that point to the presence or likely presence of releases at the Site?	

Completed by:

Name

Date

Signature

Attachment C - Scope of Services

Phase I Environmental Site Assessment (ESA)

The services during completion of the Phase I Environmental Site Assessment (ESA) may include, as required:

Review of information from standard sources of reported environmental issues within the ASTM-specified search radius, including:

One (1.0) Mile:

- Federal National Priority List (NPL)
- Federal Resource Conservation and Recovery Act (RCRA) Corrective Action (CORRACTS) Facilities
- State- and tribal-equivalent NPL

One-Half (0.5) Mile:

- Federal delisted NPL
- Federal Superfund Enterprise Management System (SEMS) (formerly Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS))
- Federal Superfund Enterprise Management System Archive (SEMS-ARCHIVE) (formerly the CERCLIS No Further Remedial Action Planned (NFRAP) List)
- Federal RCRA non-CORRACTS Treatment, Storage and Disposal (TSD) Facilities
- State- and tribal-equivalent CERCLIS List
- State and tribal landfill and/or solid waste disposal sites
- State and tribal leaking storage tank sites
- State and tribal voluntary cleanup sites
- State and tribal Brownfield sites

Site and Adjoining Properties:

- Federal RCRA hazardous waste generators
- State and tribal registered storage tank sites

Site Only:

- Federal Institutional control/engineering control registries
- Federal Emergency Response Notification System (ERNS)
- State Institutional control/engineering control registries

As Applicable and Available:

- Additional state, tribal, and local sources

Interviews with Site owners and/or occupants, and local government officials, to obtain information regarding potential recognized environmental conditions associated with the subject Site.

Review of information provided by the Phase I ESA User.

Review information on the physical setting of the Site, as available, including:

- United State Geological Survey (USGS) 7.5-minute topographic map
- USGS or State groundwater maps
- USGS or State bedrock geology maps
- USGS or State surficial geology maps
- Natural Resources Conservation soil maps

Review the history of Site use for the Site and adjacent properties, by reviewing available sources, such as:

- Aerial photographs
- Fire insurance maps
- Property tax records
- Recorded land title records
- Historical maps
- Building Department records
- Zoning and land use records
- City directories
- Other historical resources which are reasonably available

Visit the Site to evaluate current use and conditions of the Site and surrounding properties. During the Site visit, the Site and accessible building areas on Site will be observed.

During the visit, the following items will be noted:

- Topographic conditions
- Current and past land use and conditions
- Locations of parking areas and roads
- Potable water supply
- Building heating/air conditioning systems
- Current and past uses of adjoining properties
- Sewage disposal system
- Solid waste disposal

In addition, evidence observed of the following conditions will also be noted:

- Use of hazardous substances or petroleum products
- Presence of storage tanks
- Odors
- Standing surface water or other liquids
- Drums and containers greater than five gallons in size
- Leaking or unidentified drums or containers
- Electrical equipment
- Stains or evidence of corrosion
- Drains and sumps
- Pits, ponds or lagoons
- Stained soil or pavement
- Potential asbestos-containing material (ACM) in soil
- Evidence of on-Site waste disposal
- Improper waste disposal
- Presence of fill material
- Wastewater
- Water supply or monitoring wells
- Dry wells
- Vehicle maintenance activity
- Injection wells
- Septic systems
- Stressed vegetation

Evaluation of non-ASTM scope issues, including the potential for:

- Asbestos containing building materials (ACBMs)
- Lead-based paint
- The Site to be located in a floodplain
- Wetlands on the Site
- Radon gas concerns

A report will be prepared outlining the data obtained and the Site observations. The report will also include conclusions regarding the potential for vapor, soil and/or groundwater contamination at the Site, and the potential presence of ACM in soil, based on the data reviewed.

The report will include a findings section, which summarizes known or suspected environmental conditions associated with the Site, including recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), historic recognized environmental conditions (HRECs), and de minimis conditions. The presence of non-ASTM scope considerations may also be addressed, as identified above. Recommendations for additional work, if necessary, will also be included.

Attachment D - Assumptions and Limitations

Pinyon has made the following assumptions in preparing this proposal:

- Access to the Site will be provided by the client no less than two days prior to the "field work completed" date specified in Attachment A. Delays in accessing the Site will result in delays in issuing the Phase 1 ESA report.
- No samples will be collected or analyzed during completion of this Phase 1 ESA.
- Pinyon will not observe areas that are not easily accessible. The client will be responsible for identifying any areas of the Site that may be hidden from view by current items and finishes at the site.
- The lump-sum cost (Attachment A) assumes no more than two hours for regulatory file review. This includes travel time to and from applicable regulatory agency offices, if necessary. If file review above and beyond two hours is deemed necessary to complete the Scope of Services, Pinyon will notify the client that additional costs may be required. Pinyon will seek authorization from client for additional fee prior to conducting additional file review.
- There may be additional requirements that must be met in order to qualify for the landowner liability protections (LLPs), such as continuing obligations or activity and use limitations (AULs).
- Under ASTM Standard, the report will be valid for 180 days from the date of completion.
- The report user is the only entity who may rely on the report. Other third party or future users of the report will not be subject to the terms and conditions of this proposal and may not receive the limited liability protection.
- The material presented in the report will reflect the best judgment of Pinyon in light of the information that was readily available at the time of preparation. Pinyon will not verify information obtained by others, and assumes the provided information to be truthful and accurate.

Statement of Work - Intacct - SIAP

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Cherokee Metropolitan District ("Client", "you" and "your") dated September 12, 2024. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services
Sage Intacct is an internet-based financial management system used to streamline finance and accounting. CliftonLarsonAllen LLP (CLA) will perform the following web-based accounting software implementation services for your company:

Implementation services
Initial Setup
We will create the company profiles and configure your system to include the following core modules:

- Company administration
- General ledger
- Accounts payable w/ ACH
- Accounts receivable
- Cash management
- Basic Project Tracking
- Sage Fixed Assets Management (up to 250 assets)
- OUT OF SCOPE: Purchasing and Order Entry

We will provide the following implementation services related to the core modules listed above:

1. Multi-entity environment set up and configuration (One (1) entity and up to four (4) funds)
2. Company set up and configuration
3. Core module set up and configuration

4. Data migration

    a. Chart of accounts

    b. General ledger beginning balances at December 31, 2024 and General Ledger Detail or fiscal years 2025, 2026 and 2027 up to go-live date
    ☒ Client to provide balanced detailed journal entries which can be tagged by dimension
    ☒ Client to provide up to one (1) mapping between legacy system and Intacct ("Mapping Template")
    -A Mapping Template is limited in scope to a maximum of one (1) chart of accounts and a maximum of four (4) dimensions.
    -Data requiring additional mappings not included above will require a change order.
    -CLA will issue a change order or a separate statement of work if client requires assistance in completing the Mapping Template.
    -Client to provide Historical Data from legacy system (Provided by Client ("PBC") File" in the format specified or approved by CLA.
    -If the PBC File is not provided in the specified or approved format, Client will be billed hourly as incurred.
    -Additional files or files not in the format specified or approved by CLA will be billed hourly as incurred.
    -Historical Data is to be imported to Intacct in daily batch summaries.
    -Please note that only accrual basis financial data will be migrated; statistical data will not be converted as part of this implementation.

    c. Customers

    d. Vendors & related 1099 balances

    e. Open accounts payable bills

    f. Open accounts receivable invoices

    g. Bank accounts and related outstanding bank reconciliation items

    h. Sage Intacct Quickstart Financial statement deployment

5. Assistance with Integrations with Bill; integrations from PayCor, MuniLink, Clover and other 3rd Party systems will be managed through csv imports

6. Go-live (core modules) assistance, including telephone and email support for 30 days

Sage Fixed Assets Management
CLA will provide the following services related to implementing Sage Fixed Assets Management to be used by all entities and may include the following components:
Setup and Configuration
· Configure application and application behavior preference options

· Create up to fifteen (15) Asset Classes (excluding Construction in Progress) with default depreciation rules including depreciation methods (Straight Line, Daily, 150% declining balance, 200% declining balance) and useful life.
· Setup one (1) Fixed Assets Management Journal ("FAMJ") for recording all journal entry activity from the Fixed Assets Management application
· Add up to five (5) custom fields to assets.
· Create Journal posting rules including posting journal, convention (Full month, Half year, Full year), useful life units, etc.
· Install the reports package:
o Fixed Assets Depreciation Forecast
o Fixed Assets Net Book Value
o Fixed Assets by Employee
o Fixed Assets by Location
· Enable the asset dimension in the General Ledger, Accounts Payable and other required modules.
· Advise on user permission best practices for accessing and using the Fixed Assets application
Data Loading
· One (1) set per entity of amortization-in-progress assets and associated schedules with remaining portions to be amortized as of Go-live date

Sage Intacct consulting services

Consulting services include the following services which are not considered part of the implementation services described above:

- Out of scope implementation services (to be communicated to you prior to commencement of additional work)
- Telephone and email support
- On-site support
- Training after implementation
- Additional report design and development including creating and or maintaining account groups
- Additional module configuration
- Customization services
- Other services

Assumptions

- The CLA consultants will work remotely from CLA offices to complete work for this engagement.
- At the request of Client, CLA will provide status reports to include a summary of activity, total hours available, total hours used, and total hours remaining.

Responsibilities

- CLA will designate a single point of contact to serve as the CLA Project Leader, and to be Client's primary contact with CLA. The CLA Project Leader and Lead Consultant will be responsible for the overall project delivery including:
    - Management of scope
    - Planning, Scheduling, and Project Controls
    - Complete Intacct's activities as specified in this Statement of Work

Client

- Client will assign a project resource or team (if needed) that will remain intact for the length of the project. The project resource or team should include Subject Matter Experts (SMEs) that will contribute to analysis, design, and solution validation. If a project team is required, the team should include a single point of contact that will function as Client's Project Coordinator and be CLA's primary contact with Client. Client's Project Coordinator will have full authority to act on behalf of Client with respect to:
    - Decision and signatory authority (or involve appropriate Client parties)
    - Complete Client's activities as specified in this Statement of Work including managing Client's deliverables for the project and reviewing, accepting, and approving project deliverables
    - Authorizing payments
    - Interfacing with CLA to ensure there is an efficient exchange of Information and that important and timely decisions are made
    - Provide remote access to all software and hardware systems for the project including remote access to Intacct with appropriate privileges.

Change Control

Any changes to this Statement of Work must be mutually agreed in writing and signed by the Client. No verbal agreement between persons involved in the Project will be binding on either CLA or Client. Mutually acceptable changes in the scope of work and adjustments in schedule and price will be incorporated as a modification to this Statement of Work.

The generic approval process for change requests is as follows:

- A requirement for change is identified and documented
- The requested change is reviewed and agreed to by the appropriate parties

- An amendment or Change Request to the Statement of Work is composed, negotiated and mutually agreed and signed by Client.

- The amendment is incorporated into the Statement of Work and implemented

For services to be provided by CLA that are not covered by this SOW or related change orders, CLA will require a separate statement of work be signed by both the Client and either a CLA Principal or Signing Director, both of whom are designated as the authorized representative for CLA.

Client Sign-offs
The following are critical Client sign-offs on a project. Sign-off is required before proceeding on a project:

- User Acceptance Testing (UAT) – Client acknowledges successful completion of their process/ workflow testing based on the current system design. Client confirms that they are ready to proceed with go-live on Sage Intacct.

- Project Completion – Client agrees that the work specified herein has been completed. The project will be deemed complete the earlier of receiving written client acknowledgement or 30 calendar days after the initial posting date in Sage Intacct.

Timing
Personnel will be assigned to your project upon our receipt of a fully executed copy of this agreement. Services will be scheduled to begin at a mutually convenient time for both you and your CLA team. Should a delay in timing be requested once services are scheduled, the project may be reassigned to another available team member and you will be notified in advance.

The terms of this Statement of Work will expire if the agreement is not executed within 45 days of the Statement of Work date.

Pricing Summary
The effort defined in this Statement of Work will be performed and billed on a Fixed Fee basis. Please note that implementation fees listed below do not include any fees related to time spent on the implementation by CLA's Client Accounting and Advisory team (CAAS). Any time incurred by CAAS team members in relation to the Intacct implementation will be billed in accordance with and under the terms of the CAAS statement of work

Implementation Fees:

Item	Fees
Sage Intacct Configuration and Training	$32,900 USD

Please note that the Implementation fees do not include any Sage Intacct consulting services outlined above. For those services listed as Sage Intacct consulting services, only actual time and materials will be billed at a rate of

$225.00 per hour.

Optional Components (the following items are not required for the core Intacct implementation. Client can choose to move forward with optional components during the initial implementation, after the initial implementation is complete or not at all):

Item	Estimated Fees
Custom Report Development (per report)	$400-$1,880 USD
User Defined Dimension Configuration & Training (per UDD)	$2,350 USD
Out of scope services billed on a time & materials basis	$275 per hour

Payment Schedule
40% at signing (1st invoice)
40% 2 months after signing (2nd invoice)
20% 4 months after signing (3rd invoice)

Any other fees will be billed as incurred.

Notes on CLA Fees
Our invoices for consulting fees, plus applicable state and local taxes, will be rendered monthly and are payable on presentation. Fees and reimbursements will be due and payable throughout the project, following the organization's receipt of an invoice from CLA. Compensation for services is due upon receipt. CLA has the right to immediately terminate our services if payment for our fees or expenses are not made to us in a timely manner. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable. We will also bill for expenses (including travel, report, production, word processing, postage, etc.) plus a technology and client support fee calculated by applying CLA's percentage rate in effect at the time of invoicing to the professional fees billed on the invoice.

Normal work hours are from 8:30am to 5:30pm ET, Monday through Friday, excluding holidays.

Management responsibilities
For all consulting and professional services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Cash Access
Client hereby acknowledges that CLA may inherently have, through administrative system rights, access to

the client's Cash Management module and configured cash accounts within various modules during the implementation phase and subsequent post-go-live support phases. CLA will not make any changes to accounts or process any cash related transactions. Client acknowledges oversight responsibility over all its cash accounts, and should put in place procedures that would mitigate the risk of any potential fraudulent activities. Such procedures may include approval workflows for cash related activities, timely review of bank statements, and review of Intacct's built-in audit logs.

Logo Usage

You grant us the right to use your name and other indicia, such as logo or trademark in our list of current or former clients in promotional materials and on our websites. Any other announcement, statement, press release, or other publicity or marketing materials relating to your use of CLA services will be subject to your consent.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our services. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of the agreement, including the terms and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

CLA	**Client**
CLA	Cherokee Metropolitan District
SIGN:	SIGN:
Ashley Hunt, Principal	Kevin Brown, General Manager
DATE:	DATE:

Statement of Work - Intacct - Sage Intacct Subscription & Support

This constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Cherokee Metropolitan District ("Client", "you" and "your") dated September 12, 2024. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement. By signing this SOW, Cherokee Metropolitan District ("Client" or "You") has retained CliftonLarsonAllen (CLA) to proceed with the requested services, and agrees to the terms and conditions as set forth in this SOW:

1. ***Subscription***. Client agrees to the Sage Intacct subscription and agrees to pay the fees as noted in the Sage Intacct Order Schedule (Exhibit A). Fees are due prior to the start of each subscription period to ensure continued system and support access.

   Sage Intacct subscription services

   The client will be provided access to Sage Intacct. Accordingly, on the first of each month, CLA will determine the number of active users and will assess a subscription fee for that month.

   The monthly subscription fee includes the following:

   1. 24-hour access to your accounting data from any internet connection.
   2. Security and back-up as provided by Sage Intacct.
   3. System upgrades on a periodic basis as released by Sage Intacct.

   The client will not own the accounting software, but it will own its accounting data. Client may extract accounting data at anytime simply by downloading the data to an Excel or comma-separated values (CSV) file.

2. ***Services***. Client has retained CliftonLarsonAllen to perform ad hoc support, consulting, and training services for your existing Sage Intacct accounting system.

   This SOW is not intended to replace a more comprehensive or involved project. A separate Statement of Work may be requested by either party to clarify and define scope.

3. ***Support and Hourly Fees***. Sage Intacct ad hoc support and consulting are available at the rates described in Exhibit B herein. CLA receives a percentage of the annual subscription fees to provide Tier 1 Support (as defined in Exhibit B) for Sage Intacct Services.

4. ***Retainers***. Services rendered beyond the Plan allowance will be billed at the full hourly rate with payment due upon receipt. Hours are billed in 15 (fifteen) minute increments. Payments rendered are considered fully earned and nonrefundable or prorated. All CLA Client Success Plans expire at the end of the Sage Intacct subscription period.

5. ***Additional Work***. Our fees for these services will be based on the time involved and the degree of responsibility and skills required. Client understands additional work beyond the SOW must be negotiated separately and will require a separate Agreement.

6. ***Office Hours & Communication***. Office hours for CLA Support are Monday through Friday 8:30 AM to 5:30 PM (Eastern Time). Email is the form of communication between Client and CLA Support for all Support transactions. If telephone support is requested for Clients that select CLA Support, that time is billed in 15 (fifteen) minute increments. CLA Support is available for phone calls during office hours only. Telephone meetings expected to last longer than 15-minutes should be prescheduled whenever possible. CLA invoices Client for all missed meetings or cancellations when sufficient notice is not given.

7. ***Terms***. Our invoices for consulting fees, plus applicable state and local taxes, will be rendered monthly and are payable on presentation. Fees and reimbursements will be due and payable following the receipt of an invoice from CLA. Compensation for services is due upon receipt. CLA has the right to immediately terminate our services if payment for our fees or expenses are 60 days or more overdue. CLA may suspend access to Sage Intacct if the client has not paid their subscription prior to their renewal date or if they have an outstanding invoice past due. If access to Sage Intacct is suspended, it may take up to 5 business days to re-activate client access. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable. We will also bill for expenses (including travel, report, production, word processing, postage, etc.) plus a technology and client support fee calculated by applying CLA's percentage rate in effect at the time of invoicing to the professional fees billed on the invoice.

Normal work hours are from 8:30am to 5:30pm ET, Monday through Friday, excluding holidays. Travel time and expenses (if any) are not included in this services estimate. All reasonable and necessary actual expenses are reimbursable.

Management responsibilities
For all consulting and professional services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Cash access
Client hereby acknowledges that CLA may inherently have, through administrative system rights, access to

the client’s Cash Management module and configured cash accounts within various modules. CLA will have administrative permissions which inherently include cash access rights. CLA will not make any changes to accounts or process any cash related transactions. Client acknowledges oversight responsibility over all its cash accounts and should put in place procedures that would mitigate the risk of any potentially fraudulent activities. Such procedures may include approval workflows for cash related activities, timely review of bank statements, and review of Intacct’s built-in audit logs.

Other

We are performing this SOW as an independent contractor and we are not your employee or agent. This SOW contains the entire agreement and understanding between us and any prior proposals, communications, agreements and negotiations between us are merged into and replaced by this SOW, which may not be modified except in a writing signed by both parties. In the event that any provision of this SOW shall be deemed invalid or unenforceable, then the remainder of this SOW shall remain in force and effect.

Sage Intacct terms of service

To provide the access to Sage Intacct, Cherokee Metropolitan District, agrees to the Sage Intacct Terms of Service (referenced hereto: https://www.sageintacct.com/customer-terms-us/tos). CLA is an authorized Sage Intacct accountants program partner (“SIAP”) as identified in the Sage Intacct Terms of Service.

Logo Usage

You grant us the right to use your name and other indicia, such as logo or trademark in our list of current or former clients in promotional materials and on our websites. Any other announcement, statement, press release, or other publicity or marketing materials relating to your use of CLA services will be subject to your consent.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our services. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of the agreement, including the terms and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

This SOW correctly sets forth the understanding of Cherokee Metropolitan District:

CLA	**Client**
CLA	Cherokee Metropolitan District
SIGN:	SIGN:
Ashley Hunt, Principal	Kevin Brown, General Manager
DATE:	DATE:

Exhibit A

Cherokee Metro District
Sage Intacct Order Summary

Pricing Good Through 8-31-26	Qty	List Price Annual	Total Price Annual
Sage Intacct Core			
Sage Intacct Core- SIA	1	$ 23,640	$ 23,640
Sage Intacct Financial Management	1	$ 7,980	$ 7,980
General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Core Reporting and Dashboards, and Customization Services			
Business User License	2	$ 4,020	$ 8,040
Business Entities	1	$ 1,020	$ 1,020
Employee Users 10 Pack	1	$ 2,160	$ 2,160
Basic Project/Grant Tracking	1	$ 4,440	$ 4,440
Sage Intacct Collaborate	1	Included	Included
Sage Intacct API Performance Tier 1	1	Included	Included
Sage Intacct API Overage - Performance Tier 1*	0	$ 0.17	$ -
Sage Intacct Subscription Total			$ 23,640
CLA Discount			$ (4,728)
Total Sage Intacct Core Monthly			**$ 1,576**
Total Sage Intacct Core Annual			**$ 18,912**
Add-on Entities, Users, and Modules			
Sage Intacct Web Services - Developer License* **(Cannot be paid monthly)**	1	$ 2,640	$ 2,640
Sage Fixed Assets Management Tier 2(251-2,500)	1	$ 7,380	$ 7,380
Total Add-on Entities, Users, and Modules Monthly			$ 615
Total Add-on Entities, Users, and Modules			$ 10,020
Sage Intacct Monthly Total			**$ 2,191**
Sage Intacct Annual Cost Total			**$ 28,932**

* Under Performance Tier 1 for Sage Intacct, API transactions for modules of the Sage Intacct Services and most Sage Intacct Marketplace Partners are included at no additional cost. API transactions for any custom integrations, ETL integrations with Sage Marketplace Partners, and partners that exit the Sage Intacct Marketplace Partner program require a Web Services - Developer License and are also included at no additional cost until the number of API transactions exceed 100,000 API transactions per month. Monthly overage fees will apply if you exceed this use.

**Subsctiption discount will change if CLA outsourcing services are terminated. Pricing will renew annually

***Any additional users, entities or modules will be priced at standard list price as of placing the request. Please reach out to CLA if you have any questions regarding pricing.

Exhibit B

Support Services

- CLA receives a percentage of the annual subscription fees to provide Tier 1 support for Intacct Services. Tier 1 Support (bug support) for Sage Intacct Services: For complex issues identified by Client management or help desk, Tier 1 Support (bug support) for Sage Intacct Services. When delivering Tier 1 Support, CLA will interface with Client to perform various responsibilities, including but not limited to (i) collection of relevant information (including client's attempted resolution); (ii) problem identification and analysis; (iii) fault isolation and diagnosis; and, (iv) troubleshooting and problem resolution. CLA will work with Client to determine if the issue falls in one of these categories:

- System malfunction (“Bug”) – If CLA is unable to diagnose and/or resolve a Client issue through Tier 1 support, then CLA shall escalate the issue to the Sage Intacct support center and initiate a Tier 2 support case. Client and CLA will, prior to contacting the Sage Intacct support center, obtain all information necessary to recreate the reported nonconformance, including, but not limited to the following: (i) a complete description and scope of the nonconformance; (ii) time that the nonconformance began; (iii) the Software revision level and any known workarounds (if applicable); (iv) document any attempted resolution. Client will not billed for services time required to resolve the issue.

- User error – For complex issues identified by Client management or help desk, CLA shall work with client to resolve the error. Services are billed based on Client Support hourly rate.

- Client Support is not intended to replace user training. User training, re-training or report writing – Services are billed based on Client Support hourly rate.

Urgent Care *(not available for CLA Assurance Clients)*

- To the extent a request requires urgent attention or is beyond the scope of the support above, as determined by CLA, CLA will notify you that it is an urgent request. If you accept the urgent request (which acceptance may be via email) the mutually agreed upon work will be billed at $300/hr.

- **Access to the CLA Support Desk:**
    - Email support to intacct@claconnect.com (preferred) or phone support via 703-825-2197;
    - Telephone support that is available 8:30am to 5:30pm Eastern Time;
    - Client Support hourly rate is $225, billed in 15 minute increments;

- Access to Sage Intacct Customer Portal - Search Sage Intacct's comprehensive knowledgebase for answers to commonly asked questions and use available online tools. Through the portal, your organization can recommend product enhancements directly to Sage Intacct as well as vote on product enhancement requests submitted by others.

(1) Client Success Plan

- In addition to what CLA offers under Client Support, the Client Success Plan includes Client Support at a lower rate:
    - CLA Success Plan discounted to rate $275.00/hour (replaces Client Support Hourly Rate)

•

Applies to all plans

- CLA shall work with client to resolve complex errors escalated by the client help desk or management users. client authorizes the following users to request support:

  ____ All Management users
  ____ Only these users can request support:
  oContact 1 name and email address: Julie Wells-jwells@cherokeemetro.org
  oContact 2 name and email address: Kevin Brown- kbrown@cherokeemetro.org

- Additional services included at no-charge:
  - Periodic or annual renewal check-in:
    - Confirm module subscriptions
    - Confirm user and entity counts
  - Invitations to CLA Sage Intacct Client events including client user conference events, meet-ups and webinars.

- Additional Service Requests – Our Support and Client Success teams will help route your additional service requests to the appropriate party so they may personalize an engagement for you:
  - Customized training programs for new or transitioning staff
  - Sage Intacct Assessment (SIA)
  - Report writing services, including updating or maintaining account groupings
  - System integrations
  - System customizations
  - Add-on modules

Select Level of Support:

____ Check here to select **(1) Client Success Plan** at the fixed annual price of **$0/year (Normal fee $2,400/year. Discount of $2,400 reflects CLA's appreciation for your business!)**

CHEROKEE METROPOLITAN DISTRICT
6250 Palmer Park Blvd., Colorado Springs, CO 80915-1721
Telephone: (719) 597-5080 Fax: (719) 597-5145

General Manager's Report

September 15, 2026

Prepared for the CMD September 17, 2026 Board Meeting

Table of Contents

General Manager's Note

As with the rest of this summer, dry conditions and high water demand have been the driving force in operational decisions for water, parks, and golf. CMD's overall water resource position remains strong and rain expected in late September may signal an early end to the irrigation season. In the last month, two well pumps failed and were replaced at an approximate cost of $25,000 each (photos in the water repot). This is expensive maintenance but the team was able to accomplish it within one week of each pump failing allowing production to continue normally.

Last summer, the in-town water team focused on flushing every fire hydrant. This year, they've focused on major repairs on hydrants identified in 2025 and general valve maintenance. So far, the water team have turned over 900 valves and identified over a dozen nonfunctioning valves. These valves are key to isolating regular repairs and main breaks from the rest of the system and verifying they function before they are needed ensures as few people as possible lose access to water during an outage.

While water has taken much of the focus this summer, the wastewater team have been working diligently on the wastewater system. The collections team has cleaned and video inspected over 20 miles of sewer mains, mostly in the older part of the District. This has been slower than newer areas of the District due to the buildup of roots and debris but they are well on their way to completing a third of all sewer lines by the end of the summer.

Despite some interruptions in the reverse osmosis component of the WRF process, the team has kept monthly average TDS readings in the effluent below 400 mg/L. The aquifer readings stubbornly fluctuate around 400 mg/L but continued WRF performance will slowly blend this concentration below the key 400 mg/L limit and allow the District to start accruing replacement plan credits.

The parks team has been working hard this summer and a more details summary of their recent work is below. The Cherokee Ridge Golf Course has wound down summer programs and is starting to host the last round of tournaments before the slowdown over the winter. High school golf teams are at the course most afternoons. Revenue has been consistent with previous years despite several days of poor weather and rain checks.

PFAS Treatment Facility Cost Estimate

This month, the PCL Construction provided the initial 30% cost estimate for the PFAS treatment facility. The total construction cost on the facility property was estimated to be $57,329,173. In past projections, $50 million was used as a rough estimate of the treatment plant and connecting pipelines. The latter project will have initial cost estimates by the end of September.

This estimated cost is significantly higher than anticipated and is driven by construction sector inflation and Build American, Buy American (BABA) compliance required to receive federal financing. Electrical work alone makes up $9,235,385 of the total cost. Even at this early stage, PCL sought at least two bids for all major subcontracted components including electrical, earthmoving, and tank manufacturing.

PCL provided a thorough list of Value Engineering (VE) options ranging from slight changes to the building which could save a few thousand dollars to multi-million dollar savings on water tanks. Not all suggested cost savings are realistic to implement and the Cherokee, AE2S, and PCL teams are having frequent meetings to determine which savings can be accomplished without impacting the facility.

Based on early discussions, about $5 million in savings can be accomplished easily and more could be possible by using newer tank construction methods. The AE2S team has also shrunk the building footprint and streamlined piping since 30% design which should yield additional savings.

The final cost is coming into focus but it will not be fully known until the pipeline cost estimates are complete. Historically construction cost estimates generally trended flat or down from 30% to 90% design but tariffs, labor escalation, and other uncertain factors may drive up costs. I will continue to provide updates as these costs come more into focus.

Five Year Plan, Debt Issuance in 2027

The higher than anticipated treatment facility cost has placed additional strain on the five-year financial plan last presented in February. In the past month, the Loop water authority has dissolved, removing $28 million in revenue from selling the Sundance pipeline from the plan as well. In February, debt financing for the PFAS treatment project was a possibility but now it is certain. The final financed amount will depend on how much grant funding CMD receives of the $18 million the District is eligible for.

Based on current projections, Cherokee will need to obtain between $25 million and $45 million in funding above the grants to hold one year of cash on hand through the PFAS treatment project. The issuance would need to be between June and December 2027 to keep reserves healthy but summer is a favorable time to issue debt. Bond rates have been unstable but CMD could likely issue at between 4.5 and 5 percent.

CMD is also likely eligible for subsidized loan programs through the Colorado Water Resources and Power Development Authority (CWRPDA or "Revolving Fund"). These funds have lower interest rates but less flexibility and are subject to funding constraints. Small and disadvantaged communities get funding priority when there are more applicants than funds available.

I will present no grant funding scenario and all available grant funding scenario briefly during the Board Meeting. I'm still working with bond experts and CWRPDA to see if there are debt strategies that can account for the uncertainty with grants as well as if there are any strategies that CMD can use to reduce interest rates and annual payments. Even at this early stage, we are exclusively exploring traditional repayment schedules. The 2020 TDS bonds pay low, interest only through 2030 before payments triple in 2033. A traditional schedule with principal payments distributed throughout will reduce overall debt.

Drought and Water Usage Update

The monsoon arrived in August but unfortunately fell short of the historic average, deepening the drought. Persistent cloud cover helped reduce evaporation but demand remained high.

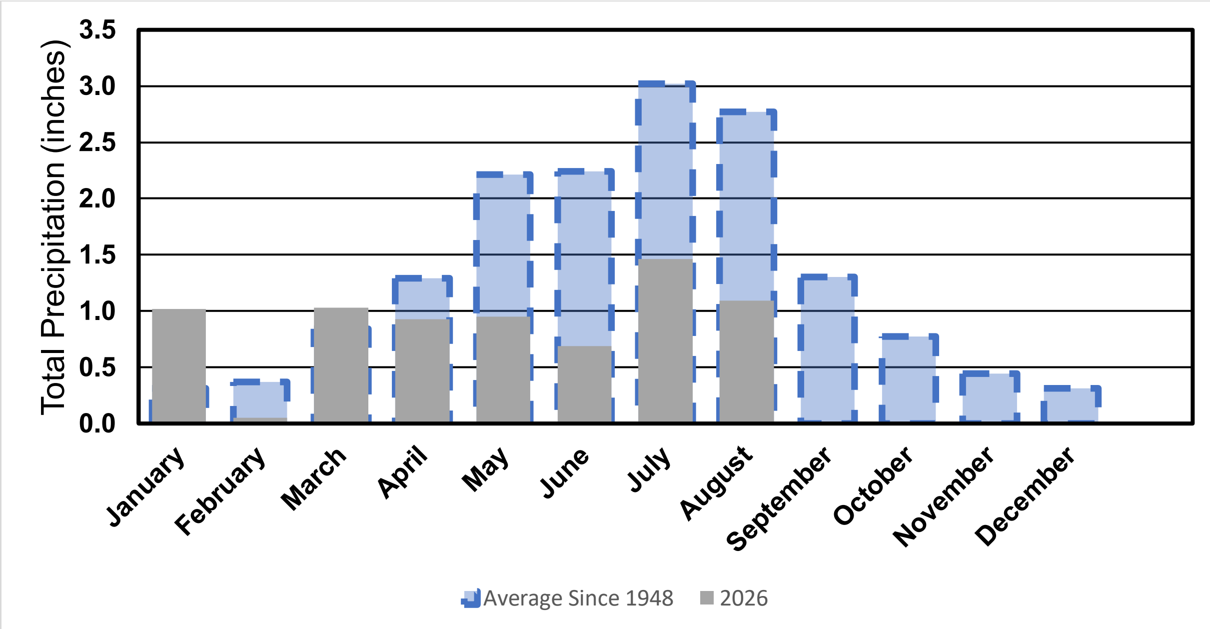

Figure 1: Precipitation in 2026 vs average since 1948.

August set a monthly production record in the last ten years but August 2007 and August 2014 were higher than August 2026. This summer has stressed the water system but has proven that theoretical maximum flows can be maintained long-term. The CMD team is closely monitoring aquifer water levels for long term impacts from higher withdrawals and lower recharge this year.

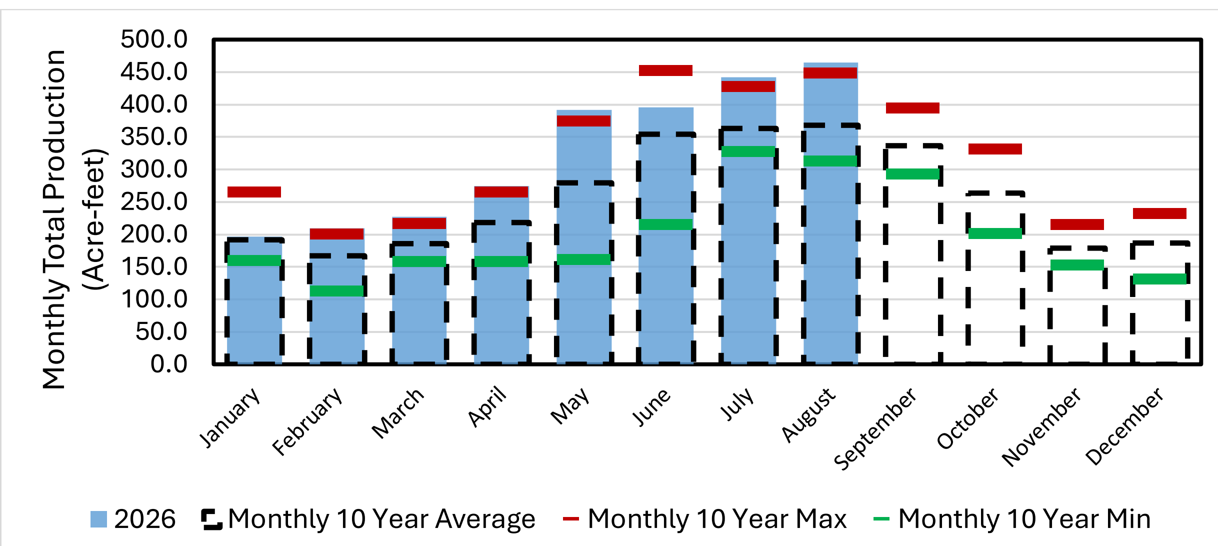

Figure 2: 2026 monthly water production compared to 10-year average (2016-2025), maximum, and minimum production.

As with previous record-setting months, water revenues booked in August for July water bills were well-above budget driven primarily by high demand from general customers, construction, and Mayberry. As of the end of August, Cherokee has 1,559 AF available of safe yield which means water available if all wells can run for 90 days of the remaining 120 days in the year. This conservative estimate allows for mechanical failures.

If the remaining months of the year each meet their previous ten-year records, total demand through the end of the year would be 1,173 AF. It is unlikely that demand breaks records in November and December but if it does, CMD has the water supply to meet demand without watering restrictions.

Parks Update

The Springside frontage sprinkler system has been repaired and is functioning normally. Opening the water tap over a dozen breaks in the irrigation piping but the parks team was able to repair all the leaks. They suspect that the system was not blown out in the last year it was functional. Total cost exceeded estimates slightly but was less than $3,000. The team will dial in irrigation times this fall and reestablish the turf next spring.

The parks team also rehabbed the Eastridge Pavillion bathrooms, repaired a leak on the Eastridge main irrigation line and repaired the main mower and trailer. Lecil has also been adjusting watering times at the parks to make irrigation more efficient while keeping turf and landscaping healthy.

The City of Colorado Springs Parks Department is paving the Rock Island trail through the middle of Cherokee. They are anticipating completion late this year or early next year and the parks team is coordinating with them where this trail meets Eastridge Park.

Bank Account Consolidation

Cherokee currently has 12 bank accounts across two banks. Two of these were opened in 2020 to accommodate the TDS project bonds but the other ten date from 2015 or earlier. Wells Fargo is CMD's retail bank and handles day to day transactions like customer payments, payroll, vendor payments, and golf operations. Colotrust is the District's reserve bank to hold funds long-term and clear large transactions like interest payments. All accounts earn interest with Wells Fargo accounts earning 0.25 points below the Federal Reserve rate (currently 3.5%) and Colotrust earning a variable rate currently between 3.5 and 3.8%.

Table 1: CMD Bank Accounts, green highlighted accounts recommended for consolidation

Account	Type/Description
ColoTrust-WW Enterprise Savings	Savings
ColoTrust WWTF Reserve	Board-Designated
ColoTrust Project Construction 5% Fund	Board-Designated
Colotrust Parks/CTF Funds	Savings, Governmental-type for Parks
Colotrust 7% Capital Reserve	Board-Designated
Colotrust Water Capital	Board-Designated
Colotrust TDS Surcharges	Restricted, pays 2020 bonds
Colotrust 2020 Bonds – TDS Project	Restricted, remaining 2020 bond proceeds
Wells Fargo Sweep (Investment Account)	Savings & investment for all funds
Wells Fargo W/WW Operating	Operating, monthly pass-through
Wells Fargo Golf Operating	Operating, monthly pass-through
Wells Fargo Payroll Account	Operating, monthly pass-through

The two restricted funds are required to be kept separate due to the terms of the 2020 TDS bond issuance. The bond proceeds account will become unrestricted once the final warranty item on the facility is accepted which should occur in 2027. The TDS surcharges account is dedicated holding TDS surcharge revenue and repaying the bonds until they mature in 2050.

There are four ColoTrust accounts, highlighted in green above, which were created by previous Boards ostensibly to fund capital projects though the exact dates and purposes would require examining 20 years of minutes. Since they were created, each account has an automatic contribution from CMD's revenues. The 5% and 7% accounts have that fraction of water and sewer revenues deposited each month and the other two have a certain share of tap fees contributed.

However, these accounts have not been used for any project in the last decade and have continued to accumulate funds. Even though the Board's original purposes with these funds are unknown, any Board can un-designate or move the funds via resolution. These accounts were designated for capital projects and the District's largest capital project in history will be starting construction in 2027. In order to streamline accounting and ensure these funds are available for this major undertaking, I recommend the Board consolidate the four Board-Designated accounts into one "Water Treatment Facility" account which will have no funds added aside from interest earnings. CMD will then spend funds in this account first to build the new water treatment facility before touching the water and wastewater operating and savings accounts.

This change would require a resolution and if there are no concerns following my briefing this month, I will work with Joan to draft a resolution to combine the WWTF Reserve, Project Construction 5%, 7% Capital Reserve, and Water Capital accounts into one account designated for the wastewater treatment plant and stop all automated transfers into the account. As of the July financials, this new account will hold approximately $9,6 million.

Major External Meetings

Physical Security Audit

On September 3rd, a representative of the Cybersecurity and Infrastructure Security Agency performed a physical security audit of Cherokee's office, facilities, and general security threats. The visit went well and the confidential report is expected in October. This report will provide an assessment of security vulnerabilities that the District can plan to address. The report may also support applications for funding to upgrade physical security.

Major Projects

PFAS Treatment Project

The most significant development on the PFAS Treatment Facility is the 60% cost estimate discussed earlier. The design is undergoing some major revisions to reduce cost including mirroring the plant east to west to reduce the length of pipes and taking some pipes below slab to reduce cost of pipe supports. A number of water tank manufacturers have presented to the CMD, PCL, and AE2S teams on their construction methods and some of the newer technologies may offer lower costs and better schedules.

One of the requirements of CMD's grant funding is holding a public meeting. This is tentatively scheduled for late October and I will let the Board know more details as they become available. The meeting will include an overview of the PFAS problem, alternatives considered, and the financial plan.

The pipeline component of the project is currently being slowed due to some holdout landowners refusing survey but we believe this issue can be worked through by the end of the year. The team had a productive meeting with CDOT about highway 94 crossings where their team laid out the construction disruptions they would allow in the CDOT right of way. They were more flexible than we anticipated and CMD executed a small scope with Kimley-Horn's transportation division to produce traffic control options for presentation to CDOT.

Tank 5

The Tank 5 project received planning commission approval this month and is slated for final City Council approval at the beginning of October. We are still waiting on final approval from Woodmen Hills and the landowner but expect these to be ready at the end of the month. The schedule has shifted to site work this fall and winter followed by tank construction in 2027.

Rate Study

The rate study project with Carollo Engineers kicked off this month and the CMD team is currently working through the initial data request. The Carollo team is prepared to offer multiple rate scenarios to the Board once they complete their cost of service analysis and verify CMD's internal financial plan.

Intersection Valve Replacements

The intersection valve replacement project has been fully completed. RJ Gleeson performed satisfactory work and helped educate new operators on valve replacement work. Outages were kept below the 12 hours budgeted and will improve system resilience. The water team is working on developing a long-term plan to address previously known broken valves and others discovered during the thorough valve turning program this summer.

Bioreactor Covers

The bioreactor covers project had its first delay due to delays in cover manufacturer deliveries. Substantial completion has slipped to November but no monetary change orders are expected.

Rapid Infiltration Basins (RIBs)

RIB 1 has been fully excavated. DWIRE removed two feet of organic material and fine sediments from the bottom of the basin. They also solved a longstanding mystery of whether rock trenches were installed at the bottom of the basin during construction in 2010. They were not. The DWIRE team also finished regrading on basins 7 and 10 to improve their infiltration rates.

The CMD and DWIRE teams are working on a repeatable scope document that can be used when major excavation is needed in the future. The price of future work will be significantly higher due to high fuel and gravel costs.

Major Policy Changes

No major policy changes to report this month.

CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-1721
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Finance Department Report – August 2026

Prepared for the CMD Regular Board Meeting – September 17, 2026

The Finance Department continues to handle a wide variety of daily and monthly tasks, along with special projects as needed. Below is a list of many of those activities accomplished in August.

Monthly tasks, processes, etc.

- Reviewed and processed 394 invoices and generated 249 vendor checks and electronic payments for Water/Wastewater, Parks, and General Funds expenditures.
- Reviewed and processed 106 invoices and generated 80 vendor checks and electronic payments for Golf Course expenditures.
- Processed monthly billings for IGA agreements, pretreatment permits, etc.
- Entered cash receipts, reconciled AR, and followed up on amounts due from customers.
- Completed and submitted monthly State sales tax report for Golf Course sales.
- Calculated 5%, 7%, and TDS Surcharge restricted amounts and processed transfers to appropriate ColoTrust escrow accounts.
- Reviewed and reconciled twelve checking and investment accounts.
- Performed monthly GL maintenance, entries, reconciliations, etc.
- Completed monthly financial statements for presentation to the Board; distributed to the General Manager and division supervisors.

CHEROKEE METROPOLITAN DISTRICT
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Water and Systems Specialists Report for September

September 14, 2026

Fall is here, but to quote Game of Thrones, “Winter is Coming.” While we haven’t had any breaks this year, we have seen grass fires and taken care of a few age-related slow leaks. As our active projects start focusing on design and planning activities, your Water team is also looking to the cold and getting ready for our most hectic period.

We are starting to train the team, maintain equipment, and stock up for the coming break season. In the last 5 years, we average 3 breaks a month starting around the first freeze. Speaking personally, it’s a bittersweet time for the department because we love Autumn and Winter, but its when we get the least amount of sleep and work in the worst conditions. That aside, Cherokee has one of the best Water Operations teams I’ve had the privilege to work with, so we’re ready to tackle whatever the season throws at us.

I am pleased to report on the status of ongoing issues and outstanding projects being performed and monitored by the water department this month. To help the board visualize some of what I’m talking about, I’ve included several pictures this month.

The status of our outstanding projects is as follows:

Outstanding Water Projects

- **Grass Fire Near Well 12 –** Not everything in the Department is sunshine and rainbows. On August 31st Ellicott Fire Department called us to report a grass fire near Well 12. While the fire was contained and extinguished by the time we could get someone out there, a few of the power poles got singed. It was a great example that even with rain, we’re in a dry, hot area.

(Grass fires are sobering reminders of how important our job is. EFD used our recently maintained raw water hydrant to put out the fire that jeopardized Well 12!)

- **Well Field Routine Maintenance Work –** Our Operators have been putting in most of their work weeks re-sealing wellhouses in anticipation of winter, painting or repainting exposed pipes to establish a protective coating, and identifying wells in need of maintenance or rehabilitation, such as what we did with Well 17 last week.

(Left: Max Heet repaints and seals one of our South wells. Center and Right: Well 22, before and after painting.)

(Well 17 malfunctioned recently due to lightning strike. The level of oxidation on the lower pipes is more than usual, but not a concern.)

- **PFAS Design –** From an Operations standpoint, we are very happy with the inter-disciplinary coordination between Cherokee, AE2S, and PCL. This multi-faceted approach has allowed us to identify several inefficiencies early and find cost-effective solutions to some of our trickiest concerns.
- **PFAS Pipeline Redirection Bids –** Because we are primarily in design stages, Engineering is covering this progress with us in a support role.
- **2026 Valve Turning –** Apart from Constitution, we completed our valve turning for the year on Spetember 10th. Constitution will be a night job performed after the County completes median work at Constitution and Piros.

(Left: Jairo Pineda vacuuming out a valve box. Right: Jairo opening a blow-off to start a dead-end flush)

- **2026 Dead-end Flushing –** Our operations team has identified 93 hydrants in areas that are either at the ends of a main line or a place where flow slows and sediment builds up; both are collectively referred to as 'dead ends.' As I write this the Distribution crew is out flushing the last five.
- **2026 Valve Cluster Repairs –** RJ Gleeson has completed the valve cluster replacements without issue. We are preparing the next list of valves for the 2027 budget.

(RJ Gleeson's crew setting up the valve cluster at Omaha and Winnebago)

<u>Line Breaks</u>

- While there have been no emergency line breaks this month, we are starting to train, maintain, and stock up for the coming break season. In the last 5 years, we average 3 breaks a month starting around the first freeze. Speaking personally, it's a bittersweet time for the department because we love Autumn and Winter, but its when we get the least amount of sleep and work in the worst conditions. That aside, Cherokee has one of the best Water Operations teams I've had the privilege to work with, so we're ready to tackle whatever the season throws at us.

Thank you,

Matthew Mevis, CAPM, CWP
Water Supervisor and Operator in Responsible Charge

CHEROKEE METROPOLITAN DISTRICT
Water Reclamation Facility

19174 Drennan Rd., Colorado Springs, CO 80928
Telephone: (719) 259-1155

To: Board of Directors, Cherokee Metropolitan District
From: Joshua Watkins, Wastewater Manager

September 2026 Wastewater Monthly Report

August 2026 Effluent Results

	TSS	BOD	TIN (Total Inorganic Nitrogen)	Total Coliform
Permit Limit	30	30	10	Report
001A Effluent	0.4	6.76	0.741	0

- By the numbers:
    - A total of 69.663 million gallons of wastewater were treated.
    - On average, 2.247 MGD (million gallons per day)
    - 6078 lbs of BOD (Biochemical Oxygen Demand) treated throughout June.
  - TDS Levels
    - Influent – 585 mg/L
    - Effluent – 365 mg/L
    - Well C – 397 mg/L
    - Well D – 433 mg/L

- Operations
  - The team is doing great.
    - Accepting applications for our open position.
  - Working on the 2027 Budget
  - Rotating Drum Screen Fine Screen 2 has a seal issue. Waiting for parts.
  - Mixed Liquor feed pump #2 is being repaired by Falcon Environmental.

- Process
  - MBR
    - The biological treatment process is doing good.
  - Reverse Osmosis

- IDE recommended that we do a Silica CIP. We completed the Silica CIP at the end of January beginning of February. We are waiting for replacement membranes to arrive, allowing us to exchange all membranes from a pressure vessel. The membranes that we remove will be sent to Kurita for flow testing and two of them will get an autopsy. This information will provide valuable information informing Cherokee how often the RO membranes will need to be replaced.
    - The 7 required membranes for one pressure vessel are on-site. We will be swapping them out soon to get the flow testing and autopsy done.
    - Sent out 7 membranes from a pressure vessel from Train 1. We are waiting for the results from the autopsy.
    - Results for autopsy should be ready in the coming weeks.

- Brine System
    - The reevaluation of the Brine System has resulted in needing different pumps. The current pumps are unable to achieve the design flow rate to the furthest evaporation pond; a new type of pump was ordered that should be able to.
        - The first replacement brine pump has been installed. We are waiting for WTG (Water Technology Group) to come down and complete the startup process.
            - A 2nd brine pump has been ordered. Prime controls is working on some programming changes and pressure transmitters.
            - Garney will be redoing the brine piping in the filter building.
            - CMD to complete an acid clean when the above work is completed.

Other Project Updates

- **Solids Handling Improvements**
    - The Solids Handling Improvements project is almost completed. There are a couple of items on the warranty list that need to be finished.
        - Warranty work for some programming.

- **Bioreactor Covers**
    - The project is moving forward.
    - Moltz is working in Bio 2. We should be ready to swap bioreactors at the end of September.
        - There was some spalling in the pre anoxic zone of Bio 2. Moltz is fixing that.
        - Moltz had a company core a sump in the post anoxic zone of Bio 2.

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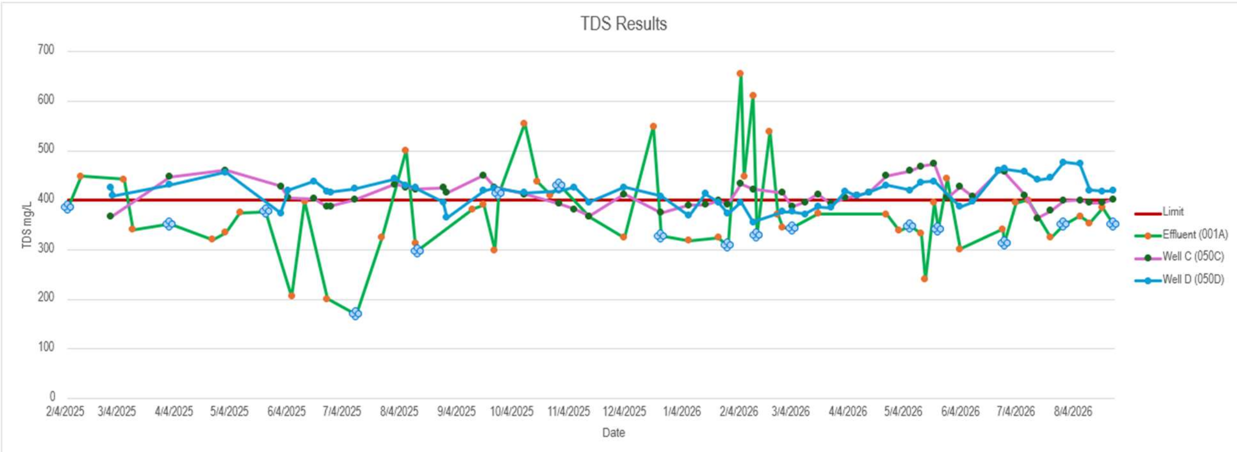
- **Rapid Infiltration Basins**

    - RIB 7 is back online.
    - RIB 1 has been cleaned out. DWIRE is starting to install trenches in it.
    - We continue to pump into the demo trenches to make room.

- **Industrial Pretreatment**
    - Continuing to work on quarterly and annual inspections.
    - Annual sampling completed in August.

- **Collections**

    - 75,560 feet of sewer main have been inspected in 2026.
        - The camera van reel needed to be replaced due to some cable damage.
    - 103,312 feet of sewer main have been cleaned in 2026.



TDS Results
700
600
500
400
300
200
100
0
TDS mg/L
2/4/2025
3/4/2025
4/4/2025
5/4/2025
6/4/2025
7/4/2025
8/4/2025
9/4/2025
10/4/2025
11/4/2025
12/4/2025
1/4/2026
2/4/2026
3/4/2026
4/4/2026
5/4/2026
6/4/2026
7/4/2026
8/4/2026
Date
Limit
Effluent (001A)
Well C (050C)
Well D (050D)

September 2026 Engineer's Board Report

System Improvement Projects

Water Supply

- PFAS Treatment Facility Design / CMAR – Progressing to 60% design and incorporating selected VE items from CMAR. Evaluating 1041 requirements and response to County. Planning for Tier 2 CDPHE funding (construction support) early next year.
  - CMAR has provided 30% cost estimate and potential Value Engineering items for District evaluation.
- Pipeline Design for Connection to PFAS – Design is progressing. Right of entry for some parcels is needed before survey and environmental work can proceed.
- Replacement Plan Wells – Draft request for proposal of design and permitting is completed. RFP is planned to post on BidNet by October 2026 pending Meridian Metro District comments. Construction of first phase replacement wells anticipated to be Fall of 2027, possibly beginning of 2028 pending permitting process.
- Well 22, Albrecht –Legal descriptions for updated easements has been received.
- Poleson Well Purchase and On-boarding – Water decree for water right has been approved. 72 AFY brought into CMD water portfolio. Export and release of lein on the water right have been approved. A new well will need to be constructed for this water right.

Water Distribution

- Ellicott 30" Pipeline- Notice of Intents going to landowners in phased groups through October 16th. This will trigger 90-day period where Landowners can appraise their land at District reimbursement. All Landowners who do not settle on price after the mandated 90 days will be postured to go into condemnation proceedings in 2027.
- Omaha Water Main – Design Request for proposal completed. RFP on hold until budget for 2027 is set to determine if this project will be constructed in 2027.
- Tank 5 (2nd Tamlin tank) – Access Road easement to be finalized by Woodmen Hills. Current schedule has us performing the access road work starting the week of 19 October. Construction of tank to be performed in April 2027. Anticipated substantial completion to be achieved by end of May 2027.
- N. Well Field PRV study– Hydraulic model has been delivered to CMD in the form of EPANET program. Technical manual draft received 13July, CMD review and notes back to H&S on 20July. PRV replacement may be pushed to Fall of 2027.
- Peterson/Galley Sewer and Water Relocation – El Paso County's culvert emplacement project. Benesch & CO (County's contractor) will acquire new easements and perform line relocation. Timeline of actual relocation work pending, CMD is reaching out for a planning timeline.
- Palmer Park Blvd Reconstruction Sewer and Water Relocation –Design for affected CMD lines is complete. Timeline of actual relocation work pending, CMD is reaching out for a planning timeline.

Wastewater Collections

- Lift Station 1 Additions (LS1B) – Contractor is preparing final invoice.

- Terminal Lift Station – Kinley-Horn received field data on Tuesday, June 9th. KH has delivered CMD a draft alternatives analysis to review. Work shop for draft set for September 14th .

Wastewater Treatment

- Water Reclamation Facility (WRF) Ultra Filtration/Reverse Osmosis (UF/RO) System Addition - Resolving remaining warranty issues and modification of original design of brine pump system. Holding final payment until revised pump system installed, tested, and O&M manuals received.
- RIB maintenance to optimize infiltration rate – Evaluating proposals for basin analysis and suggestions to improve performance.
- WRF Screwpress for Solids handling – Startup completed.
- WRF Bioreactor cover – Structural components are being installed in the south basin. Deduct change order for removing HVAC from project has been prepared for Board approval.

SCADA

- RIB Control Upgrade- Pilot of possible upgrades to RIB valve and basin control system to be installed in house. Controls met with Joshua Watkins to go over the scope of the project. Looking at what remaining parts need to be ordered to complete the pilot project.
- Safety Audit for Electrical Panels – The Controls Department has started the electrical safety audit to reduce electrical hazards in CMD's Industrial Control Panels. About half of the wells have been audited. Waiting on the official electrical safety policy to understand what the official requirements will be for the audits.
- Electrical Safety Policy – Controls has been acting as the subject matter expert for the safety department in the creation of the electrical safety policy. Talks have been ongoing with the safety department
- Cybersecurity – Controls Department has been in contact with Schriever Space Force Base as well as the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) to schedule a cybersecurity audit of the network. Graymatter has finished doing the network mapping, we are just waiting on the AutoCAD file. Once we have this map we can move forward with audit processes.
- Rajant InstaMesh- Controls is looking to move the SCADA network to an encrypted mesh network. This would give redundant internet to every site, and would also allow for cameras at every well. We received a budgetary estimate which was submitted to the CIRES funding working group. They are working on finding funding for the project. I am moving forward with an official quote. We will most likely need to have Graymatter come do a feasibility study.
- Schriever Space Force Base On Signal Project- Controls Department is in contact with the engineering team at SSFB as well as with Siemens, the Base's controls integrator. SSFB to provide the CMD PLC with an on signal when water is requested. This way no access will be required to the restricted area at SSFB. Siemens recently reached out to get electrical prints for this
- VFD & Electrical Rehab for Well 11/12 - Pending Open Work Order with Electric Service of Colorado. Electric Service of Colorado informed us that the permits for this project are in place, and the projects will be completed around October. Trying to nail down firm dates.
- Wells 1 and 2 Utility Feed Work- Mountain View Electric changed the service feed from an ungrounded delta system to a star system. We are waiting on quotes to do the service feed back to the well houses.

CHEROKEE METROPOLITAN DISTRICT

MEMORANDUM

To: Cherokee Metropolitan District Board of Directors

From: Lecil Ross, Parks Supervisor & Gabriella Rivera, Parks Lead

Cc: Kevin Brown, General Manager

Re: Monthly Parks Report

Date: September 2026

Dear Board of Directors,
Parks activity for the month of August

Parks Personnel
Lecil Ross, Gabriella Rivera, Aiden Kondly, Kenneth Ritchie

- General Park Maintenance (e.g. mowing, trimming, trash policing)
- Ball field and Pavillion reservations as scheduled
- Pavillion bathroom floors were painted, weatherstrip around doors replaced, and caulked around plumbing fixtures (Gabby and Aiden)
- Kubota Z-Turn bearings on left blade assembly replaced
- Certified Playground Safety Inspector Course attended in Widefield and CPSI exam subsequently taken (Lecil)
- Eastridge Park Irrigation Main Repaired and Isolation valve installed
- Dead Pine tree removed on Constitution Dr
- Springside Dr/ Constitution Dr Claremont Ranch entrance
    - Due to freeze Pressure regulating valve was replaced

- Copper line and Meter replaced by Water dept due to freeze damage
- East of Springside Dr 15 ft of 2 inch main and 20 ft of 1 inch lateral replaced due to freeze damage
- Valve installed on main to isolate irrigation on west side of entrance
- New backflow was fitted, soldered and installed
- Heavy brass padlock for backflow cage was purchased and installed
- Project progressed into September

CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd, Colorado Springs, CO 80915-1721
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August Billing and Customer Service

New customers:

Owners: 85
Renters: 37
Vacant: 16

Total: 138

Collected Fees:

Connection Fees: $375

NSF Fees: $480

Reconnect Fees: $1,885

Trip Fees: $300

Late Fees: $6,357

Net Fees Collected: $9,397

Leak Credits Given:

Total: $2,623.73

InvoiceCloud Update:

Paperless Customers: 4,668
AutoPay Customers: 3,229

Heather Goldsberry
Billing Supervisor

Greetings Team!

Below are the totals for the month of August, as well as our year to date totals. **During the month of August this year, we were up $23,616.35 versus last August**. We did see several categories where the totals were below last August (such as range, green fees and cart fees). I believe some of this can be attributed to the hot weather, and people having golfed enough earlier in the year. Despite this, other categories such as merchandise and the grill were above last August.

For our annual **year to date totals, we are currently up $180,520.70 in revenue compared to last year at this time**. This is amazing to see - although we did have quite a good early start to the year and great weather, we can also attribute this to the fact that we are doing things right.

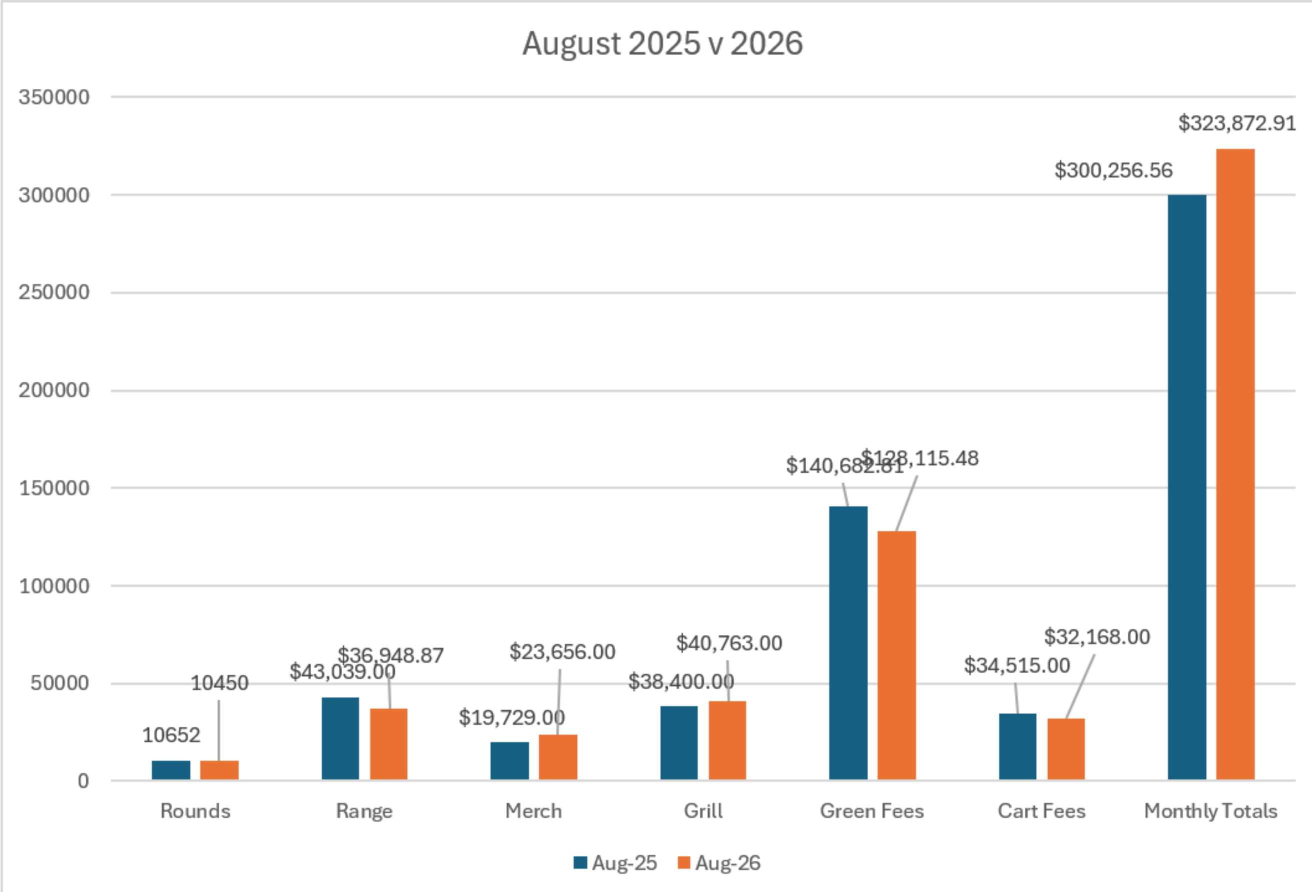
Lastly, our annual memberships and passes are worth pointing out as well. **Compared to last year, we have 20 more passholders/members, and we are up $10.995.75** in pass revenue. Our goal would be to continue to grow this category, and start adding more benefits and perks to the membership options (such as longer booking in advance windows, and discounts on merchandise/grill, etc).

Please see below for the detailed report, and let me know if you have any questions on any of this.

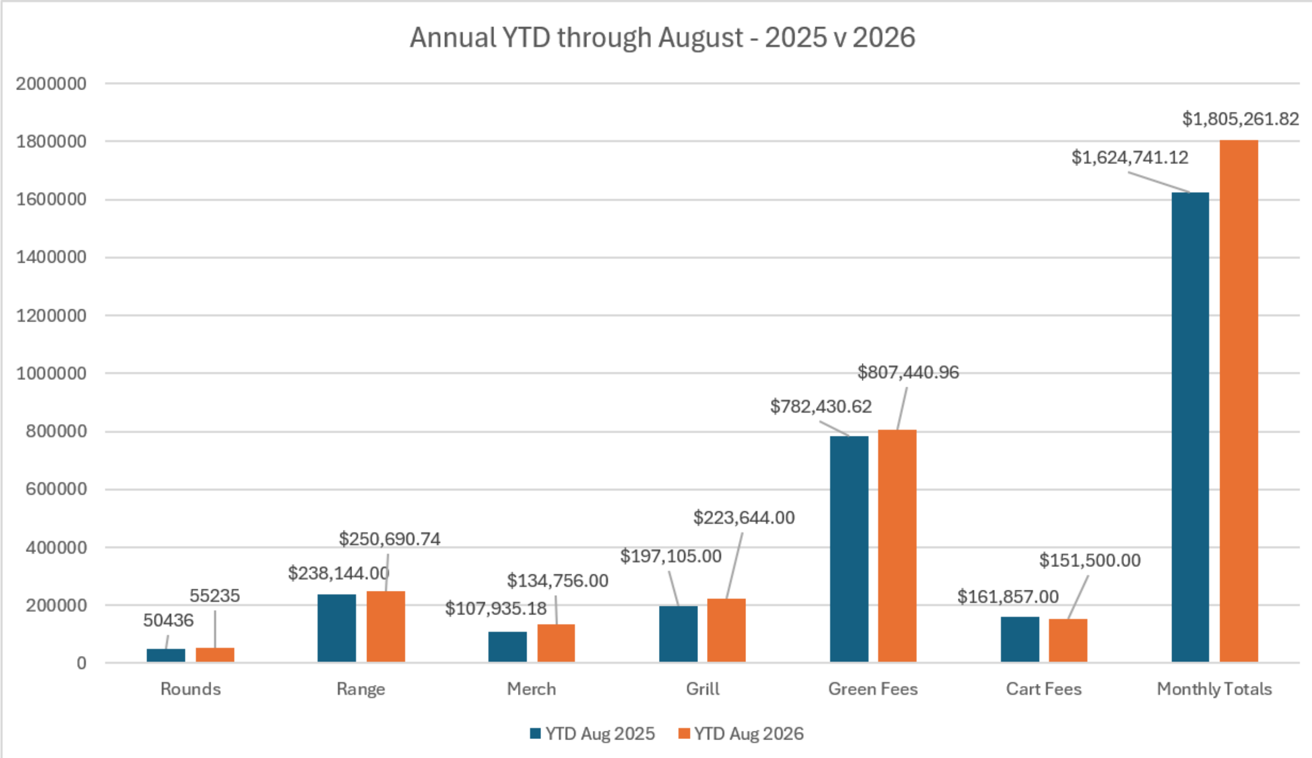
Thanks everyone, and let's keep up the great work!

Note: Monthly and YTD totals are gross receipts and include smaller line items not highlighted specifically in the table like tournament revenue, handicap fees, and the balance of gift card/punch card revenue.

	Aug-25	Aug-26	Monthly Comparison
Rounds	10652	10450	-202
Range	$ 43,039.00	$ 36,948.87	$ (6,090.13)
Merch	$ 19,729.00	$ 23,656.00	$ 3,927.00
Grill	$ 38,400.00	$ 40,763.00	$ 2,363.00
Green Fees	$ 140,682.81	$ 128,115.48	$ (12,567.33)
Cart Fees	$ 34,515.00	$ 32,168.00	$ (2,347.00)
Monthly Totals	$ 300,256.56	$ 323,872.91	$ 23,616.35



	YTD Aug 2025	YTD Aug 2026	YTD Annual Comparison
Rounds	50436	55235	4799
Range	$ 238,144.00	$ 250,690.74	$ 12,546.74
Merch	$ 107,935.18	$ 134,756.00	$ 26,820.82
Grill	$ 197,105.00	$ 223,644.00	$ 26,539.00
Green Fees	$ 782,430.62	$ 807,440.96	$ 25,010.34
Cart Fees	$ 161,857.00	$ 151,500.00	$ (10,357.00)
Monthly Totals	$ 1,624,741.12	$ 1,805,261.82	$ 180,520.70



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Annual Passes and Discount Cards

	YTD August 2025	YTD August 2026	YTD Annual Comparison
Player Discount	31	34	3
Resident Pass	12	20	8
Senior Discount	70	88	18
Unlimited	19	10	-9
Range Pass	225	225	0
Monthly Totals	357	377	20
Monthly Totals	$ 79,052.25	$ 90,048.00	$ 10,995.75

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