



CHEROKEE METROPOLITAN DISTRICT
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April 21, 2026 Board Meeting Packet

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CHEROKEE METROPOLITAN DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS

MINUTES – MARCH 17, 2026

The Regular Meeting of the Board of Directors of the Cherokee Metropolitan District was held on Tuesday, March 17, 2026 at 5:30 p.m. at 6250 Palmer Park Blvd., Colorado Springs, Colorado.

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

Absence Excused: Jeff Bandy

CMD Staff Present: Kevin Brown, General Manager; Julie Wells, Accountant; Joshua Watkins, Wastewater Supervisor/ORC; Brandon Zembles, Water Resource Engineer

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

ITEM 1: Call to Order

The meeting was called to order by Director Wall at 5:32 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 recite the Pledge of Allegiance.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO EXCUSE THE ABSENCE OF DIRECTOR BANDY. MOTION UNANIMOUSLY PASSED.

ITEM 2: Review and Approval of the Agenda

A. Addendums/Amendments to Agenda

The agenda was reviewed for any changes. Board discussion followed.

MOTION: DIRECTOR HALE MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE THE AGENDA AS AMENDED TO MOVE ITEM 6(A) – “DIRECTOR VACANCY” TO ITEM 2(B); AND TO ADD AN ADDITIONAL EXECUTIVE SESSION AS ITEM 2(C). ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

B. Director Vacancy

President Wall introduced District resident Migdalia “Dolly” Letriz, who is a qualified candidate for the Board vacancy.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO APPOINT MIGDALIA LETRIZ TO A TERM ENDING MAY 2027. MOTION PASSED UNANIMOUSLY.

Oath of Office

Director Wall administered the Oath of Office to Ms. Letriz. Ms. Fritsche noted that Director Letriz will not be able to take action at this meeting because her Oath must first be filed with the El Paso County Clerk and Recorder.

C. Executive Session

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO GO INTO EXECUTIVE SESSION AT 5:38 P.M. 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. NO FORMAL ACTION OR VOTING WILL TAKE PLACE IN THE EXECUTIVE SESSION.

A. Tank 5 Construction Contract Bid Review

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 5:54 P.M. MOTION UNANIMOUSLY PASSED.

ITEM 3: Public Comment

None.

ITEM 4: Consent Agenda

Items on the Consent Agenda:

- A. February 17, 2026 Regular Meeting Minutes
- B. Emergency Systems Compliance Services MSA (Generator Repair)

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE ITEMS A THROUGH B ON THE CONSENT AGENDA. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

ITEM 5: Financial Report

- A. January 2026 Financial Report
- B. February 2026 Financial Report

Ms. Wells reviewed the February 2026 Financial Report and noted the District has not yet received invoices from Mountain View Electrical Association (MVEA). Ms. Wells gave an update on the progress of the 2025 audit, stating District staff is providing all requested information to the auditors and field work is expected to begin in April. The Board had no additional questions.

Mr. Brown noted the January Financial Report had not been accepted during the February Board meeting and requested the Board approve those along with the February Financial Report.

MOTION: DIRECTOR HALE MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE THE JANUARY AND FEBRUARY FINANCIAL REPORTS AS PRESENTED. ALL IN FAVOR. MOTION UNANIMOUSLY PASSED.

ITEM 6: Unfinished Business

- A. Consider Revised PFAS Treatment Site Purchase and Sale Agreement

Mr. Brown provided an overview of the Purchase and Sale Agreement with Arete Commons, LLC. The Board approved the Agreement during the February 17th Board meeting, subject to non-material changes. Mr. Brown reviewed a few minor revisions. The price per acre was made consistent for both parcels, which changed the share of funds in escrow and the share paid directly to the seller. The total contract price has remained the same.

MOTION: DIRECTOR HALE MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE THE REVISED PURCHASE AND SALE AGREEMENT WITH ARETE COMMONS, LLC. ALL IN FAVOR. MOTION UNANIMOUSLY PASSED.

ITEM 7: New Business

- A. Alderman Bernstein Engagement Letter

Mr. Brown presented the engagement letter from Alderman Bernstein LLC. The firm will serve as special counsel for any condemnation actions the District may need to bring in order to secure easement rights along approximately 17 miles for the proposed Ellicott Pipeline. Staff recommends consulting with Alderman Bernstein prior to initiating any condemnation proceedings.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE THE ENGAGEMENT LETTER WITH ALDERMAN BERNSTEIN LLC. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

- B. Filanc Solids Handling Project Change Order 3

Mr. Brown presented Change Order No. 3 from Filanc Construction in the amount of \$16,822 and request for an extension of contractual dates due to delays in equipment deliveries. This Change Order addresses the remaining contractual issues to close out the contract.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$16,822.00. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

C. Tank 5 Construction Contract

Mr. Brown noted staff interviewed two finalists for the Tank 5 site development construction contract and is recommending the Board award the contract to Glacier Construction Co., Inc. Although Glacier's bid was higher, staff considered Glacier's prior work experience with DN Tanks. An established relationship with the DN Tanks is important factor due to the tight frame for the Tank installation and collaboration needed between the contractors. In addition, Glacier provided limited substantive changes to the District's standard contract, allowing for minimal negotiations to reach an agreement on the contract terms and impact on the tight project schedule. Board discussion followed.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO AWARD THE CONTRACT FOR CONSTRUCTION OF TANK 5 SITE DEVELOPMENT TO GLACIER CONSTRUCTION CO., INC., IN THE AMOUNT OF \$3,134,356.21. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

ITEM 8: Staff Reports

Mr. Brown presented his Manager's Report. Mr. Brown provided an update on the PFAS Treatment Grant funding. On March 12th, CDPHE informed the District that it recommended the grant application for \$299,868 for the PFAS treatment facility design be fully funded. The District is also eligible to apply for another design grant up to \$300,000 in July and up to \$10 million of 2027 construction funds if the project design can reach 60% by July.

Mr. Brown provided an update on parks projects. The two major parks capital projects approved by the Board in February are under way. The ballfields will be closed for the month of April to allow Timberline to complete their work. The Plower Court project will be completed on a similar schedule though the sidewalk may take some additional time to cure. Mr. Brown noted the Timberline team has been great to work with so far.

Mr. Brown updated the Board on the possible need to review the District's watering restriction levels due to the warm and dry winter and spring seasons. Mr. Brown noted the District's existing policies may need to be reviewed and updated. Currently, the District allows outdoor sprinkler irrigation three days per week under normal conditions and hand irrigation anytime. The next levels restrict outdoor irrigation to two days per week, then one, then hand watering only. Mr. Brown noted the District may want to consider updating its regulations to match the City of Colorado Springs. He also recommended the District provide education and outreach this summer on how to prevent high water bills. This matter will be added to the April meeting agenda for further review and discussion.

There were no additional questions from the Board.

ITEM 9. Executive Session

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, 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. Meridian Service Metropolitan District Intergovernmental Agreement Discussion
- B. Cherokee Water LLC Discussion
- C. Neighboring Property Acquisition Discussion

There was a short break from 6:21 - 6:30 p.m. before the Executive Session convened. The Directors, Mr. Brown and Ms. Fritsche attended the Executive Session. Attorney Pete Johnson attended for a portion of the Executive Session.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR HALE, TO COME OUT OF EXECUTIVE SESSION AT 7:01 P.M. MOTION UNANIMOUSLY PASSED.

ITEM 10. Adjournment

There being no further business to come before the Board, the meeting adjourned at 7:03 p.m.

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.

Joan M. Fritsche, Esq.



CHEROKEE METROPOLITAN DISTRICT

Financial Statements

March 2026

UNAUDITED

CASH POSITION

CHEROKEE METROPOLITAN DISTRICT

Cash Position Schedule

March 31, 2026

Account	Beginning Balance 2/28/2026	Transfers In/(Out)	Interest/ Dividends Earned	Bond/ Loan Payments	Cash In	Cash Out	Ending Balance 3/31/2026
<u>ColoTrust-WW Enterprise Savings (7024)</u>	\$ 3,208,745	\$ (156,481)	\$ 9,845	\$ -	\$ -	\$ -	\$ 3,062,109
<u>ColoTrust WWTF Reserve (7026)**</u>	\$ 1,986,019	\$ -	\$ 6,353	\$ -	\$ -	\$ -	\$ 1,992,372
<u>ColoTrust Project Construction 5% Fund (7028)**</u>	\$ 2,958,213	\$ 24,227	\$ 9,527	\$ -	\$ -	\$ -	\$ 2,991,967
<u>ColoTrust Parks/CTF Funds (7029)**</u>	\$ 1,514	\$ -	\$ 100	\$ -	\$ 45,970	\$ -	\$ 47,583
<u>ColoTrust 7% Capital Reserve (7030)**</u>	\$ 3,421,795	\$ 33,917	\$ 11,036	\$ -	\$ -	\$ -	\$ 3,466,748
<u>ColoTrust Water Capital (7031)**</u>	\$ 1,081,002	\$ -	\$ 3,548	\$ -	\$ -	\$ -	\$ 1,084,550
<u>ColoTrust TDS Surcharges (7032)**</u>	\$ 1,799,737	\$ 98,337	\$ 6,020	\$ -	\$ -	\$ -	\$ 1,904,094
<u>ColoTrust 2020 Bonds-TDS Project (7033)**</u>	\$ 2,040,088	\$ -	\$ 6,526	\$ -	\$ -	\$ -	\$ 2,046,614
<u>Wells Fargo Sweep (Investments Account)</u>	\$ 42,353,018	\$ (355,504)	\$ 113,241	\$ -	\$ -	\$ -	\$ 42,110,755
<u>Wells Fargo Water/Wastewater Operating*</u>	\$ (67,572)	\$ 66,032	\$ -	\$ -	\$ 38,995	\$ (1,623,471)	\$ (1,586,016)
<u>Wells Fargo Golf Course Operating*</u>	\$ 157,552	\$ (85,194)	\$ -	\$ -	\$ 206,290	\$ (139,375)	\$ 139,274
<u>Wells Fargo Payroll Account*</u>	\$ -	\$ 374,666	\$ -	\$ -	\$ -	\$ (374,666)	\$ -
Total Cash - All Funds	\$ 58,940,111	\$ -	\$ 166,195	\$ -	\$ 291,255	\$ (2,137,511)	\$ 57,260,051

Transfers In/(Out) Detail

ColoTrust-General (WW Enterprise Savings)

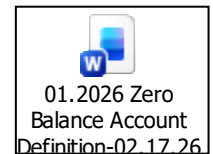
Transfer Out to ColoTrust 5% Fund	\$ (24,227)
Transfer Out to ColoTrust 7% Fund	\$ (33,917)
Transfer Out to ColoTrust TDS Surcharges	\$ (98,337)
	<u>\$ (156,481)</u>

Wells Fargo Sweep (Investments Account)

Transfer Out to Wells Fargo WW Operating Account*	\$ (66,032)
Transfer In from Wells Fargo Golf Course Checking*	\$ 85,194
Transfer Out to Wells Fargo Payroll Account*	\$ (374,666)
	<u>\$ (355,504)</u>

Additional Comments

ColoTrust Parks/CTF Funds (7029) received Q1 2026 CTF Distribution



*Zero Balance Accounts (ZBAs) attached to the main Sweep/Investments account. These account structures are explained in the Word Document link (double click to open).

**Accounts designated/restricted for Capital/CTF expenditures

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 three months ended March 31, 2026

UNAUDITED

	<u>2026 Budget</u>	<u>Year to Date</u>	<u>Percent of Budget (YTD 25%)</u>
REVENUE			
Fees	\$ 149,200	\$ 36,856	25%
Total Revenue	<u>\$ 149,200</u>	<u>\$ 36,856</u>	<u>25%</u>
EXPENDITURES			
Lighting-Streets*	\$ 164,800	\$ 24,736	15%
Total Expenditures	<u>\$ 164,800</u>	<u>\$ 24,736</u>	<u>15%</u>
EXCESS REVENUE OVER (UNDER)			
EXPENDITURES	<u>\$ (15,600)</u>	<u>\$ 12,121</u>	
FUND BALANCE - BEGINNING OF YEAR-Estimated	<u>\$ 175,543</u>	<u>\$ 175,543</u>	
FUND BALANCE - End of Reporting Period-Estimated	<u><u>\$ 159,943</u></u>	<u><u>\$ 187,664</u></u>	

*Not all electric bills have been received as of the date of printing

CHEROKEE METROPOLITAN DISTRICT

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

PARKS FUND - SUMMARY

For the three months ended March 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 25%)
REVENUE			
Fees	\$ 228,000	\$ 61,525	27%
Conservation Trust funds	150,000	45,970	31%
Interest/Miscellaneous income	15,200	1,659	11%
Total Revenue	<u>\$ 393,200</u>	<u>\$ 109,154</u>	<u>28%</u>
EXPENDITURES			
Parks, Landscape and Open Space	\$ 372,180	\$ 58,188	16%
Capital Outlay	130,000	-	0%
Total Expenditures	<u>\$ 502,180</u>	<u>\$ 58,188</u>	<u>12%</u>
EXCESS REVENUE OVER (UNDER) EXPENDITURES	<u>(108,980)</u>	<u>\$ 50,966</u>	
FUND BALANCE - BEGINNING OF YEAR-Estimated	<u>\$ 378,017</u>	<u>\$ 378,017</u>	
FUND BALANCE - End of Reporting Period-Estimated	<u>\$ 269,037</u>	<u>\$ 428,983</u>	

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 three months ended March 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 25%)
REVENUE			
Sale of Water	\$ 8,641,500	\$ 963,937	11%
Sale of Sewer Services	6,420,000	1,515,890	24%
Other Operating Revenue	1,907,740	652,414	34%
Capital Revenue (inc. Water/Wastewater Tap Fees)	4,616,000	292,698	6%
Interest Income	1,250,000	471,275	38%
Miscellaneous Income	185,000	71,329	39%
Total Revenue	<u>\$ 23,020,240</u>	<u>\$ 3,967,542</u>	<u>17%</u>
EXPENDITURES			
Water System			
Purchased Water	\$ 25,000	\$ -	0%
Pumping	930,100	134,851	14%
Treatment	219,000	56,729	26%
Transmission and Distribution	592,500	175,351	30%
Employee Benefits and Training	1,566,200	426,194	27%
Total Water System	<u>\$ 3,332,800</u>	<u>\$ 793,125</u>	<u>24%</u>
Wastewater System			
Treatment	\$ 1,514,900	\$ 364,925	24%
Collections	575,000	95,926	17%
Employee Benefits and Training	1,811,000	406,344	22%
Total Wastewater system	<u>\$ 3,900,900</u>	<u>\$ 867,195</u>	<u>22%</u>
Support Services			
Engineering	\$ 20,000	\$ 17,247	86%
Safety and Technical Services	247,000	43,184	17%
Employee Benefits and Training	1,128,900	223,488	20%
Total Support Services	<u>\$ 1,395,900</u>	<u>\$ 283,919</u>	<u>20%</u>
Other			
General and Professional	\$ 2,106,470	\$ 441,980	21%
Capital Expenditures	22,091,400	1,265,999	6%
Debt Principal Payments	1,804,000	521,708	29%
Interest and Bond Fees	1,292,000	-	0%
Total Other	<u>\$ 27,293,870</u>	<u>\$ 2,229,687</u>	<u>8%</u>
Total Expenditures	<u>\$ 35,923,470</u>	<u>\$ 4,173,926</u>	<u>12%</u>
EXCESS OF REVENUE OVER (UNDER)			
EXPENDITURES	<u>\$ (12,903,230)</u>	<u>(206,384)</u>	
FUND BALANCE - BEGINNING OF YEAR-Estimated	<u>\$ 46,387,764</u>	<u>\$ 46,387,764</u>	
FUND BALANCE - End of Reporting Period-Estimated	<u>\$ 33,484,534</u>	<u>\$ 46,181,380</u>	

CHEROKEE METROPOLITAN DISTRICT

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

GOLF COURSE FUND - SUMMARY

For the three months ended March 31, 2026

UNAUDITED

	2026 Budget	Year to Date	Percent of Budget (YTD 25%)
REVENUE			
Operating Revenue	\$ 1,466,000	\$ 285,201	19%
Resale	405,000	59,647	15%
Other	34,200	14,493	42%
Total Revenue	<u>\$ 1,905,200</u>	<u>\$ 359,341</u>	<u>19%</u>
EXPENDITURES			
Pro Shop/Grill	\$ 44,000	\$ 12,985	30%
Employee Benefits and Training-Pro Shop/Grill	404,500	72,471	18%
Course Maintenance	219,000	42,677	19%
Employee Benefits and Training-Maintenance	339,950	61,403	18%
Resale Expense	271,000	101,314	37%
General and Administrative	303,137	63,266	21%
Capital Expenditures	63,000	-	0%
Total Expenditures	<u>\$ 1,644,587</u>	<u>\$ 354,116</u>	<u>22%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 260,613</u>	<u>\$ 5,225</u>	
FUND BALANCE - BEGINNING OF YEAR-Estimated	<u>\$ 2,051,502</u>	<u>\$ 2,051,502</u>	
FUND BALANCE - End of Reporting Period-Estimated	<u>\$ 2,312,115</u>	<u>\$ 2,056,727</u>	

CAPITAL SCHEDULE - ALL FUNDS

CHEROKEE METROPOLITAN DISTRICT

2026 CAPITAL SCHEDULE - ALL FUNDS

FUND/DEPARTMENT	2026 Budget	Previous Months' Costs	March Costs	2026 Costs to Date	Over/(Under) Budget
PARKS FUND:					
Parks/Ballfield Improvements	\$ 85,000	\$ -	\$ -	\$ -	\$ (85,000)
Plower Court Erosion Mitigation	\$ 40,000	\$ -	\$ -	\$ -	\$ (40,000)
Total - PARKS FUND	\$ 125,000	\$ -	\$ -	\$ -	\$ (125,000)
GOLF COURSE FUND:					
Pro Shop Expansion	\$ 50,000	\$ -	\$ -	\$ -	\$ (50,000)
Tee Line Improvements	\$ 13,000	\$ -	\$ -	\$ -	\$ (13,000)
Total - GOLF COURSE FUND	\$ 63,000	\$ -	\$ -	\$ -	\$ (63,000)
WATER/WASTEWATER FUND					
WATER DIVISION:					
Tamlin Tank 5 Site Development	\$ 6,000,000	\$ 8,904	\$ 13,474	\$ 22,378	\$ (5,977,622)
Possible Land Acquisition	\$ 2,750,000	\$ -	\$ 15,400	\$ 15,400	\$ (2,734,600)
Replacement Plan	\$ 2,400,000	\$ -	\$ 1,754	\$ 1,754	\$ (2,398,246)
PfAs Treatment Facility Design	\$ 2,200,000	\$ 130,663	\$ 79,366	\$ 210,029	\$ (1,989,971)
Poleson Well Final Closing	\$ 1,000,000	\$ -	\$ -	\$ -	\$ (1,000,000)
Ellicott 30" Land Acquisition/Peterson Casing	\$ 952,000	\$ -	\$ 43,509	\$ 43,509	\$ (908,491)
Ellicott Highway Lowering	\$ 820,000	\$ 753,786	\$ -	\$ 753,786	\$ (66,214)
Pipeline Connection-PfAs Facility	\$ 500,000	\$ -	\$ -	\$ -	\$ (500,000)
Distribution System Valve Replacements	\$ 290,200	\$ -	\$ -	\$ -	\$ (290,200)
Fleet Vehicle Replacements	\$ 150,000	\$ -	\$ -	\$ -	\$ (150,000)
Well Rehab Phase 3	\$ 150,000	\$ -	\$ 572	\$ 572	\$ (149,428)
Omaha Rd Water Line Replacement	\$ 120,000	\$ 7,380	\$ -	\$ 7,380	\$ (112,620)
Pressure-sustaining Valves-North Well Field	\$ 120,000	\$ 6,876	\$ 7,215	\$ 14,091	\$ (105,909)
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)	\$ -	\$ 21,611	\$ 35,188	\$ 56,799	\$ 56,799
El Paso County Permits & Fees related to capital projects	\$ -	\$ 89	\$ 9,490	\$ 9,579	\$ 9,579
Total - WATER DIVISION	\$ 17,486,400	\$ 945,809	\$ 205,967	\$ 1,151,776	\$ (16,334,624)
WASTEWATER RECLAMATION FACILITY (WRF):					
Bioreactor Covers	\$ 3,500,000	\$ 98,750	\$ -	\$ 98,750	\$ (3,401,250)
Additional RIBS Trenches	\$ 400,000	\$ 4,044	\$ 6,133	\$ 10,176	\$ (389,824)
RIBs Control Upgrades	\$ 150,000	\$ -	\$ -	\$ -	\$ (150,000)
EQ Basin Closing	\$ 120,000	\$ -	\$ -	\$ -	\$ (120,000)
Bioreactor Floating Scum Skimmers	\$ 80,000	\$ -	\$ -	\$ -	\$ (80,000)
Truck 107 Replacement	\$ 45,000	\$ -	\$ -	\$ -	\$ (45,000)
Solids Handling-Screw Press (2025 Project)	\$ -	\$ 3,796	\$ 1,500	\$ 5,296	\$ 5,296
Total - WRF	\$ 4,295,000	\$ 106,590	\$ 7,633	\$ 114,222	\$ (4,180,778)
COLLECTIONS:					
Terminal Lift Station Alternatives Analysis	\$ 100,000	\$ -	\$ -	\$ -	\$ (100,000)
LS1 Headworks Gate Valves & Actuators	\$ 60,000	\$ -	\$ -	\$ -	\$ (60,000)
Total - COLLECTIONS	\$ 160,000	\$ -	\$ -	\$ -	\$ (160,000)
ADMIN/FINANCE					
Accounting Software Setup	\$ 90,000	\$ -	\$ -	\$ -	\$ (90,000)
Board Room Renovation	\$ 30,000	\$ -	\$ -	\$ -	\$ (30,000)
Engineering/Office Pool Vehicle	\$ 30,000	\$ -	\$ -	\$ -	\$ (30,000)
Total - ADMIN/FINANCE	\$ 150,000	\$ -	\$ -	\$ -	\$ (150,000)
Total - WATER/WASTEWATER FUND	\$ 22,091,400	\$ 1,052,399	\$ 213,600	\$ 1,265,999	\$ (20,825,401)
TOTAL DISTRICT CAPITAL - ALL FUNDS	\$ 22,279,400	\$ 1,052,399	\$ 213,600	\$ 1,265,999	\$ (21,013,401)

LONG-TERM OBLIGATIONS SCHEDULE

CHEROKEE METROPOLITAN DISTRICT

LONG-TERM OBLIGATIONS SCHEDULE

	Principal Balance at January 1, 2026	Additions	Deductions	Principal Balance at March 31, 2026	Remaining Principal Amounts Due 2026
Business-Type Activities:					
2006 CWRPDA Note	\$ 1,917,626	\$ -	\$ 456,444	\$ 1,461,182	\$ 461,949
2012 CWRPDA Note	1,126,318	-	65,264	1,061,054	65,917
Total CWRPDA Notes	<u>\$ 3,043,944</u>	<u>\$ -</u>	<u>\$ 521,708</u>	<u>\$ 2,522,236</u>	<u>\$ 527,866</u>
2020 Revenue Bonds	\$ 38,755,000	\$ -	\$ -	\$ 38,755,000	\$ -
2021A Revenue Bonds	6,070,000	-	-	6,070,000	315,000
2021B Revenue Bonds	6,410,000	-	-	6,410,000	430,000
Total Revenue Bonds	<u>\$ 51,235,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 51,235,000</u>	<u>\$ 745,000</u>
Total - Business-type activities long-term liabilities	<u>\$ 54,278,944</u>	<u>\$ -</u>	<u>\$ 521,708</u>	<u>\$ 53,757,236</u>	<u>\$ 1,272,866</u>



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842

Telephone: (719) 597-5080 Fax: (719) 597-5145

April 21, 2026

Board of Directors
Cherokee Metropolitan District

RE: BID ANALYSIS FOR 2026 VALVE REPLACEMENT PROJECT (VARIOUS LOCATIONS)

Dear Board of Directors:

District staff publicly advertised and received bids for the 2026 Valve Replacement Project. The District received 6 bids for the Project on March 30, 2026.

Bid Results March 30, 2026			
Cherokee Metropolitan District			
2026 Valve Replacement Project (Various Locations)			
Contractor	Total Cost	Complete Scope	Bid Bond
BT Construction	\$975,908.00	Y	Y
CGRS Inc	\$642,976.00	Y	Y
Lando Excavation	\$227,000.00	Y	Y
QP Services	\$429,631.00	Y	Y
RJ Gleeson	\$301,975.00	Y	Y
Timberline Building	\$378,332.00	Y	Y

District staff reviewed the bids for completeness and clarifications were made with bidders as needed. Contractor qualifications and past work were checked to ensure the bidders were acceptable candidates to complete the proposed scope of work. Based on its review of the bids submitted and additional considerations, Staff has determined that all contractors have demonstrated sufficient past work experience and competence to complete the work required for this Project.

Recommendation

After a review of the original bids, clarification question responses, qualifications, schedules, and additional relevant information, it is the recommendation of District Staff to award the contract for the 2026 Valve Replacement Project (Various Locations) in the amount of \$301,975.00 to RJ Gleeson.

Respectfully Submitted,

Kevin Brown, General Manager

Reviewer's Ranking

Contractor	Dist Engineer	Engineering	GM	Water 1	Water 2	Average Rank
BT Construction	6	6	6	6	6	6.00
CGRS Inc	4	5	4	5	5	4.60
Iron Woman Construction	5	3	5	4	4	4.20
Lando Excavation	2	2	2	1	3	2.00
RJ Gleeson Construction	1	4	1	1	1	1.60
Timberline Building Systems	3	1	3	3	2	2.40



This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and Cherokee Ridge Golf Club ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's Golf Courses and/or Off-Course Facilities (each, a "Property" or collectively, "Properties") listed below.

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	Cherokee Ridge Golf Club
	Client's Mailing Address:	1850 Tuskegee Pl Colorado Springs, CO 80915 USA
	Client's Golf Courses:	Cherokee Ridge Golf Club - Par 3 Cherokee Ridge Golf Club - Regulation 9 holes

Prepared By:	Zach Waxler	Client's Contact Name:	Paul Young
Phone:	(407) 340-4844	Client's Contact Phone:	(719) 597-2637
Email:	zach.waxler@golfnow.com	Client's Email:	pyoung@cherokeemetro.org

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire Three (3) Years thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Property	Product
Cherokee Ridge Golf Club - Par 3	Platform - TeeOff
Cherokee Ridge Golf Club - Par 3	Platform - GolfNow
Cherokee Ridge Golf Club - Par 3	Booking Engine GolfNow
Cherokee Ridge Golf Club - Regulation 9 holes	Platform - TeeOff
Cherokee Ridge Golf Club - Regulation 9 holes	Platform - GolfNow
Cherokee Ridge Golf Club - Regulation 9 holes	GolfNow Pro Full System
Cherokee Ridge Golf Club - Regulation 9 holes	Call Center EZ24Pro
Cherokee Ridge Golf Club - Regulation 9 holes	Payments
Cherokee Ridge Golf Club - Regulation 9 holes	Booking Engine GolfNow



HARDWARE

Property	Hardware Package	Quantity
Cherokee Ridge Golf Club - Regulation 9 holes	HWP-1021: PRO - Payments - iPad with Case and Moby 5500 Bluetooth Device	2
Cherokee Ridge Golf Club - Regulation 9 holes	HWP-1190: PRO - Payments - Lane 3600 Wired Pin Pad	2
Cherokee Ridge Golf Club - Regulation 9 holes	HWP-1124: PRO - iPad with Case	1
Cherokee Ridge Golf Club - Regulation 9 holes	HWP-1160: PRO - Epson Kitchen Printer	1
Cherokee Ridge Golf Club - Regulation 9 holes	HWP-1017: PRO - F&B – iPad with Stand, Lane 3600, Receipt Printer, Cash Drawer	1

See Exhibit A for Items included in each Hardware Package

TOTAL PAYMENT(S)

Trade Payment Terms

Payment Number: PD2-75790/CAP-92712 Cherokee Ridge Golf Club - Par 3 Trade Provided: All Days Trade Load Time: 10:30 AM 9 Holes Walking Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 7
Payment Number: PD2-78629/CAP-95761 Cherokee Ridge Golf Club - Par 3 Trade Provided: All Days Trade Load Time: 11:30 AM 9 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 7 Trade Time shall start posting on January 1, 2027
Payment Number: PD2-76916/CAP-94026 Cherokee Ridge Golf Club - Regulation 9 holes Trade Provided: All Days Trade Load Time: 10:30 AM 9 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 7



Trade Payment Terms

Payment Number: PD2-76918/CAP-94027 Cherokee Ridge Golf Club - Regulation 9 holes Trade Provided: All Days Trade Load Time: 11:30 AM 9 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 7 Trade Time shall start posting on January 1, 2027
---	---

Transaction Fee Terms

Property	Days of Week	Transaction Fee Details
Cherokee Ridge Golf Club - Regulation 9 holes	All Days	\$2.49 USD per round sold and Client Share of Transaction Fee is 50% Transaction Fee applies to rounds booked via: Booking Engine
Cherokee Ridge Golf Club - Par 3	All Days	\$2.49 USD per round sold and Client Share of Transaction Fee is 50% Transaction Fee applies to rounds booked via: Booking Engine

Merchant Processing Fees for GolfNow Payments

Property	Card Present Rate	Card Not Present Rate	ACH Rate	Chargeback Fee
Cherokee Ridge Golf Club - Regulation 9 holes R-53813	2.79% + \$0.10 per transaction	2.95% + \$0.30 per transaction	0% + \$1.00 per transaction	\$10.00 per representment

GOLFNOW BOOKING ENGINE	ACKNOWLEDGED
Client shall be required to use a booking engine powered by GolfNow.	Yes
ONLINE MARKETING	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client?	Yes
MILITARY TEE TIMES	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?	No



AGREED TO AND ACCEPTED

This Order Form is subject to the following terms and conditions ("Terms and Conditions"):

- GolfNow for Business Standard Terms and Conditions and any applicable Additional Terms located here: <https://golfnowbusiness.com/about/terms-and-conditions/>

This Order Form, the Terms and Conditions above (which are subject to change by GolfNow from time to time), and any attached addenda (collectively, the Agreement) shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.

_____ Initial Here to confirm you have read the Terms and Conditions

Client Signature: _____ *Printed Name:* _____ *Date:* _____

GolfNow Signature: _____ *Printed Name:* _____ *Date:* _____

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt

EXHIBIT A**Hardware Items included in each Hardware Package**

Product	Included in Hardware Package	Mfg Model Number
APG Cash Drawer Cable	HWP-1017	CD-101A
APG Heavy Duty Cash Drawer (No Cable Included)	HWP-1017	T320-BL1616
Apple iPad A16 Wi-Fi + Cellular 256 GB	HWP-1017	MD7K4LL/A
Epson OmniLink TM-T88VII	HWP-1017	C31CJ57012
Ethernet Cable - 3'	HWP-1017	BEL-A3L781-03-BLK
Ethernet Cable 10'	HWP-1017	15199
Ethernet Switch	HWP-1017	GS105NA
Lane 3600 Pin Pad	HWP-1017	139135
Lane 3600/7000 Ethernet Cable	HWP-1017	123619
Lane 3600/7000 PWR	HWP-1017	129959
WindFall Heckler PivotTable	HWP-1017	T222
WINDFALL STAND FOR IPAD 10.9/11	HWP-1017	H750X-BG
Apple iPad A16 Wi-Fi + Cellular 256 GB	HWP-1021	MD7K4LL/A
Moby 5500 Bluetooth CL3	HWP-1021	ING-138197
UAG iPad 10.9/11 Case	HWP-1021	12339LB14040
Apple iPad A16 Wi-Fi + Cellular 256 GB	HWP-1124	MD7K4LL/A
UAG iPad 10.9/11 Case	HWP-1124	12339LB14040
EPSON TM-U220B Kitchen Printer	HWP-1160	C31C514767
Lane 3600 Pin Pad	HWP-1190	139135
Lane 3600/7000 Ethernet Cable	HWP-1190	123619
Lane 3600/7000 PWR	HWP-1190	129959



Addendum A – Amendment to Terms and Conditions

As of the date of the last signature written below (the “Amendment Effective Date”), GolfNow and Client (as defined in the attached Order Form), hereby agree to amend the Terms and Conditions as set forth below. Except as specifically amended below, the Terms and Conditions shall continue in full force and effect and shall govern Agreement as if repeated herein in full. It is understood and agreed that in the event there are any conflicting or omitted provisions or variations between the terms, conditions, rights or remedies in the Agreement and the terms of this Amendment, the terms of this Amendment shall control. Any capitalized terms not defined herein shall have the same meaning as set forth in Terms and Conditions and/or the Agreement.

THEREFORE, the Parties agree as follows:

1. Amendment to Section 20 (Indemnification): The Parties agree to amend Section 20 of the Standard Terms and Conditions by deleting it in its entirety and inserting the following in lieu thereof:

20. Indemnification.

(i) By Client. ~~Reserved. Client shall indemnify, defend, and hold harmless GolfNow, LLC and its parents, affiliates, officers, directors, employees, contractors, vendors, agents, and representatives, (collectively, the “GolfNow Indemnified Parties”), from any and all claims, demands, actions, suits, investigations, proceedings, damages, losses and liabilities, including reasonable attorney’s fees and expenses (collectively, “Losses”) as incurred, arising from or related to any third-party claim (a) that any materials provided to GolfNow by Client, or utilized by Client in its use of the GolfNow Services infringe, misappropriate, or otherwise violate or conflict with applicable law or any third-party’s intellectual property rights or rights of privacy or publicity; or (b) to the extent arising from or relating to (i) the breach of Client’s obligations, representations, or warranties under this Agreement, including any third-party claim alleging any act, omission, or fact that constitutes a breach; (ii) any death, personal injury, bodily injury to persons, or damage to property caused by Client or occurring at Client’s Golf Course(s); (iii) any dispute between Client and a customer/golfer, including in connection with the customer/golfer’s experience at Client’s Golf Course(s), without regard for the basis of such claim; (iv) any negligence or willful misconduct of Client or Client’s employees, vendors, agents or other personnel; and (v) the Client Data and/or Client’s Websites & Apps (as defined in Section 15), to the extent such Losses are not a result of GolfNow’s negligence.~~

(ii) By GolfNow. To the extent allowed by law, GolfNow agrees to defend, indemnify, and hold harmless Client, its parents, affiliates, officers, directors, partners, employees, contractors, vendors, guests, volunteers, agents, and representatives from and against all Losses arising out of or resulting from any act undertaken or committed by GolfNow, or any contractors hired or engaged by GolfNow, in connection with the performance of GolfNow’s obligations under this Agreement. GolfNow also agrees to defend, indemnify, and hold harmless Client from any liability resulting from any claim, action or cause of action which may be asserted by third-parties arising out of the performance of the GolfNow’s obligations pursuant to this Agreement, except those actions or liabilities which are due to the misconduct or negligence of Client.

2. Amendment to Section 21 (Insurance): The Parties agree to amend Section 21 of the Standard Terms and Conditions by deleting it in its entirety and inserting the following in lieu thereof:

21. Insurance. Client acknowledges and agrees that it will at all times during the Term and at its own expense, keep in full force and effect ~~the following~~ insurance coverages in amounts as required by Colorado law for political subdivisions of the state, including workers’ compensation, comprehensive general and automotive liability, and employers liability insurance. : ~~(i) commercial general liability insurance for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker’s compensation insurance in compliance with applicable law; (iii) employers’ liability insurance with a limit not less than One Million Dollars (\$1,000,000.00); and (iv) property insurance on an “all risk” basis with replacement cost coverage for property and equipment in care, custody, and control of the insured.~~ GolfNow, LLC must be listed as an “additional insured” on the policies described above. Promptly after signing this Agreement, Client will deliver to GolfNow certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best’s Property Casualty Key Rating Guide and will provide thirty (30) days’ written notice of cancellation or non-renewal, which notice shall be provided in accordance with these Terms. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GolfNow. Failure to request evidence of insurance is not a waiver of Client’s obligation to obtain the required insurance.



Addendum A – Amendment to Terms and Conditions

3. Amendment to Section 22 (Dispute Resolution): The Parties agree to amend Section 22 of the Standard Terms and Conditions by deleting it in its entirety and inserting the following in lieu thereof:

22. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of ~~Florida~~Colorado without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a “Dispute”) between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the ~~Orlando, Florida~~State of Colorado, metropolitan area. The arbitrator shall have the power to award reasonable attorneys’ fees and costs to the prevailing Party in any arbitration, and either Party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable Party.

4. Amendment to Section 27 (Miscellaneous): The Parties agree to amend Section 27 of the Standard Terms and Conditions by deleting it in its entirety and inserting the following in lieu thereof:

27. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto between Client and GolfNow. Additionally, this Agreement shall terminate and supersede any and all prior Order Form(s) entered into between Client and GolfNow regarding the Golf Course(s) and Products/Services listed herein. For the avoidance of doubt, this Agreement shall not terminate and/or supersede any non-Order Form agreements between Client and GolfNow or any prior Order Form(s) or other agreement(s) between Client and GolfNow relating to golf courses not listed in this Agreement. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter, and not in reliance upon any representations or promises made by any Party, its attorneys, or its agents. The Parties hereby acknowledge and agree that GolfNow is an independent contractor and not an employee, agent, joint venturer or partner of Client or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. None of the Parties shall have any power to obligate or right to bind any other Party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices of either Party as required herein shall be sent to the addresses provided in the attached Order Form.

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

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

5. Amendment to Section II.F.7 (Miscellaneous): The Parties agree to amend Section 7 of the GolfNow Payments Merchant Services Agreement for Sub-Merchants by deleting it in its entirety and inserting the following in lieu thereof:

7. Miscellaneous.

This Sub-Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Maryland for Acquirer and its Member Bank, and Maryland for Provider, without regard to conflicts of law provisions. This Sub-Merchant Agreement may not be assigned by Sub-merchant without the prior written consent of both Acquirers and Provider. This Sub-Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Acquirers and/or Provider may amend this Sub-Merchant Agreement upon notice to Sub-merchant. If any provision of this Sub-Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-Merchant Agreement will be construed as if such provision is not contained in the Sub-Merchant Agreement. “Member Bank” as used in this Sub-Merchant Agreement shall



Addendum A – Amendment to Terms and Conditions

mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-Merchant Agreement. As of the commencement of this Sub-Merchant Agreement, Member Banks shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Banks are party to this Sub-Merchant Agreement. The Member Banks may be changed, and their rights and obligations assigned to another party by Acquirers at any time without notice to Sub-merchant.

If Sub-merchant is a governmental entity that is expressly precluded by its applicable state’s law from consenting to any provisions of this Agreement, such provision shall be enforceable against Sub-merchant to the greatest extent permitted under such applicable state law.

AGREED TO AND ACCEPTED		
Client Signature: _____	Printed Name: _____	Date: _____
GolfNow Signature: _____	Printed Name: _____	Date: _____

TASK SERIES 100 – PROJECT MANAGEMENT

Task 101 – Weekly Project Management and Contract Administration

This task is amended to include an additional six months of project management and contract administration through June 2026. Ten (10) hours per month are assumed to be required.

TASK SERIES 500 – EASEMENT ACQUISITION SERVICES

Task 502 - Early Landowner Engagement, Right of Entry (ROE), and Title Reviews:

This task is amended to include the following tasks for an additional thirteen (13) parcels:

1. Draft and send 13 project notifications and ROEs.
2. Research landowner contact information and perform initial outreach to obtain signed ROEs.
3. Research county assessor information to review initial land ownership.
4. Order and review 13 title reports to confirm land ownership and identify existing liens.
5. Pull 13 vesting deeds from El Paso County online records.

Task 503 - Obtain CMD-Approved Agreements, and Legal Descriptions:

This task is amended to include:

1. Draft and review an additional thirteen (13) easement offer packages for the east extension prior to sending to landowners.
2. Work with Precision to obtain an additional twenty-six (26) legal descriptions and parcel boundary surveys for the east extension.
3. Work with Precision to obtain thirty-one (31) legal descriptions along original project route including west of Marksheffel Road.

Task 504 - Easement Negotiations:

This task is amended to:

1. Negotiate an additional thirteen (13) 30-foot-wide permanent easements and thirteen (13) 20-foot-wide temporary easements.
2. Maintain daily log notes of contacts and attempted contacts with landowners.
3. Update the Master Landowner Tracker (MLT) previously developed for this project.

Task 508a – Biweekly Project Meetings - Acquisitions

This task includes biweekly, virtual progress meetings to be attended by two (2) ROW specialists and the Project Manager. Meetings are assumed to be half an hour and extend through June, 2026 for a total of twelve (12) meetings.

Task 509 – Easement Staking

Burns & McDonnell's subcontractor, Precisions Surveying and Mapping, will physically stake with wooden survey stakes up to 5.5 miles of permanent easement along the permanent easement centerline.

Assumptions:

- District will provide approved templates for all acquisition tasks.
- Surveying to be provided by Precision Surveying and Mapping. Easement acquisition price includes presurvey conference, property boundary records search, title information binder, control survey, and preparation of legal descriptions and exhibits. Fee excludes detailed topographical survey.
- Voluntary easement acquisition and signed ROEs are not guaranteed.
- Easement acquisition fee does not include eminent domain.
- Fee assumes District will pay for all compensation to landowners related to easement acquisition.
- Temporary easements for construction will be identified and included within the permanent easement agreements where possible.
- No land use or construction permitting support is assumed.
- Boundary survey is complete for the thirty-one (31) legal descriptions along original project route including west of Marksheffel Road.



Cherokee Metro District

New Ellicott Pipeline Easement Acquisition - Amendment #4

Task Series 100	
Task 101	Weekly Project Management and Contract Administration
Task Subtotal	
Task Series 500	
Task 502	Early Landowner Engagement, Right of Entry (ROE), and Title Reviews
Task 503	Obtain CMD-Approved Agreements, and Legal Descriptions
Task 504	Easement Negotiations
Task 508a	Biweekly Project Meetings - Acquisitions
Task 509	Easement Staking
Task Subtotal	

Project Total

Project Manager	ROW Leads	ROW Specialists
Ryan Brong, PE	Brittany Keating Russell Kerle	Dusty Madison David Bouaphakeo

Project Manager	ROW Leads	ROW Specialists
60		
60	0	0
	28	40
	60	140
24	160	100
6	12	
4	4	
34	264	280

94	264	280
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Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
60	\$ 17,520	\$ 526	\$ -	\$ 18,046
60	\$ 17,520	\$ 526	\$ -	\$ 18,046
68	\$ 19,600	\$ 10,988	\$ -	\$ 30,588
200	\$ 56,516	\$ 1,695	\$ 49,478	\$ 107,689
284	\$ 84,628	\$ 2,539	\$ -	\$ 87,167
18	\$ 5,568	\$ 167	\$ -	\$ 5,735
8	\$ 2,440	\$ 73	\$ 11,330	\$ 13,843
578	\$ 168,752	\$ 15,463	\$ 60,808	\$ 245,023
638	\$ 186,272	\$ 15,989	\$ 60,808	\$ 263,069

Cherokee Metropolitan District Proposed Employee Handbook Changes

April 17, 2026

For consideration at the April 21, 2026 Regular Board Meeting

Redlines are provided below for sections undergoing major changes. A full, redlined or clean copy of the handbook will be provided upon request. The changes are in sections:

- 4.09 – Separation of Employment
- 5.02 – Vacation Leave
- 5.03 – Sick Leave
- 7.04 – Use of Vehicles

Section 7.04 fully replaces the existing Section 7.04 and is presented without redlines.

Section 4.09 – Separation of Employment and Pay

An employee who is dismissed shall receive a final paycheck within the time period prescribed by law.

Any expenses related to employment with Cherokee during an employee's tenure may require repayment or prorated payment back to the District. This may result in miscellaneous deductions on an employee's final paycheck.

~~**Vacation:** An employee who departs the company that has used all, or part of their unearned vacation time must reimburse the District for those paid/unearned hours used through payroll. The amount withheld will be based on that employee's accrual rate using the posted time in service calculation. All reimbursements will be administered through payroll deductions and disbursed on the employee's last paycheck in the amount equal to any unearned hours used. The deductions will be listed as "miscellaneous" on the employee's pay stub until paid in full.~~

- ~~1. If an employee in good standing retires, or voluntarily leaves the District's employment, they will be paid for any hours of unused vacation leave earned up to a maximum of 280 hours, at the employee's current rate of pay.~~
- ~~2. If an employee in good standing dies, the employee's estate will be paid for any hours of unused vacation leave earned up to a maximum of 280 hours, at the employee's current rate of pay.~~

~~**Sick Leave:** An employee who departs the company that has used all, or part of their unearned sick time must reimburse the District for those paid/unearned hours used through payroll. The amount withheld will be based on 3.0769 hours earned per pay period while actively employed. All reimbursements will be administered through payroll deductions and disbursed on the employee's last paycheck in the amount equal to any unearned hours used. The deductions will be listed as "miscellaneous" on the employee's pay stub until paid in full.~~

- ~~1. If an employee in good standing dies, the employee's estate will be paid for any hours of sick leave earned up to a maximum of 160 hours, at the employee's current rate of pay.~~
- ~~2. If an employee employed prior to Jan. 1, 2010 in good standing retires, or voluntarily leaves the District's employment, they will be paid for any hours of sick leave earned up to a maximum of 160 hours, at the employee's current rate of pay AND they will be paid for 50% of any hours of sick leave earned in excess of 160 hours up to a maximum of 480 hours, at the employee's current rate of pay.~~
- ~~3. If an employee employed prior to Jan. 1, 2010 in good standing dies, the employee's estate will be paid for any hours of sick leave earned up to a maximum of 160 hours, at the employee's current rate of pay AND the employee's estate will be paid for 100% of any hours of sick leave earned in excess of 160 hours up to a maximum of 480 hours,~~

~~at the employee's rate of pay at the time of death. If no beneficiary is established with the district, the benefit will be forfeited.~~

~~4. If any employee is terminated for unsatisfactory performance or for cause for any other reason as determined at the sole discretion of District management, they will not receive any payment for unused, accumulated sick leave.~~

~~**Holiday:** If an employee in good standing retires, or voluntarily leaves the District's employment and their last pay period includes a holiday as their last day of work, they will only be paid for that holiday if they are working physically both the workday before and the workday after a holiday. (For example, if an employee terminates the day of a holiday or the day prior, their last day of pay will be the day prior since they would not be an active, physically working employee, the day after the holiday.)~~

Expenses: If an employee makes any purchases expensed to the District (i.e.: shoes/boots) that cannot be returned or reused and the employee separates from the District within 12 months of purchase, the reimbursement will be prorated based on time used and amount of purchase.

Section 5.02 – Vacation Leave.

Paid vacation leave will be granted only to regular full-time employees. Vacation leave will be ~~granted~~ accrued based on time in service and increased on the employee's anniversary date on each threshold year. New employees will ~~be granted~~ begin accrual of vacation leave after 90 days of employment. The amount of time ~~currently provided by the District~~ accrued each pay period is based on years in service as follows:

<u>Year</u>	<u>Accrued per</u>	<u>Threshold</u>	
<u>In Service</u>	<u>Total Annual Hours</u>	<u>Pay Period</u>	<u>CAP</u>
0 - 4 years	2 weeks/80 hrs.	3.39 hours	160
5 - 9 years	3 weeks/120 hrs.	4.93 hours	200
10 – 14 years	4 weeks/160 hrs.	6.47 hours	240
15+ years	5 weeks/200 hrs.	8.00 hours	280

~~0 - 4 years: 2 weeks (80 hrs.) 3.08 hours per pay period~~
~~5 - 9 years: 3 weeks (120 hrs.) 4.62 hours per pay period~~
~~10 - 14 years: 4 weeks (160 hrs.) 6.15 hours per pay period~~
~~15+ years: 5 weeks (200 hrs.) 7.69 hours per pay period~~

Vacation ~~days-hours~~ will be ~~granted~~ accrued bi-weekly at the end of each pay cycle ~~on the employee's anniversary date~~. The employee's vacation "bank" will indicate the amount of time earned, used, ~~pending~~ and available for use. Employees may not accumulate more than the cap of their threshold allowance. Once an employee has reached their cap, based on their years in service, their accrual will stop until time has been taken to bring their balance below the cap. Only when the balance is less than the cap will accruals start up again. ~~280 hours of vacation leave at any point in time. Any earned hours in excess of 80 on an employee's anniversary date will be subject to the General Managers approval to be paid out 100% at the employee's current rate of pay (ie: if an employee earns 120 hours per anniversary date, and they have a balance of 100 earned vacation hours on their anniversary date, they will be paid out for 20 hours of this time only with approval by the General Manager.~~

Should any employee take vacation time and then leave the company for any reason, the employee will be paid out only for vacation time banked up to their cap at the employee's current rate of pay. ~~responsible for reimbursing the District any unearned, used company paid vacation time through payroll deductions according to the Employee Handbook under Section 4.09—Employee Termination and Separation Pay.~~

Should an employee have an emergency requiring time away from work, they may be allowed to "borrow" against unaccrued vacation time up to but not more than 24 hours. This deficit will be reimbursed to the district through additional payroll accruals once instated on the employee's account.

Vacation leave must have prior approval of the immediate supervisor so as to minimize disruption of the work. Scheduling should be done as early as possible in the year to avoid conflicts; however, when conflicts arise, first come, first serve shall prevail. Vacation time may be taken in increments of no less than one hour per ~~occurrence~~ occurrence. Any increments greater than two consecutive weeks must be approved in writing by the division leader and

General Manager.

We require all employees to use all their earned vacation each year. Employees will be allowed to carry over up to 80 accrued vacation hours to the following year's anniversary date, provided such carry over does not exceed the cap based on an employee's threshold and years in service. ~~the maximum allowable based on an employee's tenure. At no time will vacation hours be advanced to the employee.~~

~~If an employee does not take the required number of vacation hours, and only with General Manager approval, any unused vacation hours above the set carryover limit will be paid out to the employee on their anniversary date/carryover date.~~

Options for managing vacation leave. When an employee works extra hours in a work week and was also absent for vacation time during that week, there are two ways they may manage their vacation time.

- The employee may use vacation time and be paid for the extra hours worked at their regular rate of pay,
- Or the employee can offset the vacation time that would have been used by the extra hours worked. The second option conserves the employees' available vacation time.

It is the employee's responsibility to indicate to their supervisor and to the payroll department how to handle-manage their time off.

Vacation and Personal Leave. An employee may not use unpaid time off any time if the employee has benefit hours available. This includes vacation and sick leave. ~~without pay for vacation or personal time.~~ Any requests for exceptions to this for extraordinary circumstances must be presented to the employee's supervisor and the General Manager.

~~Personal time may be taken in increments of no less than one hour per occurrence.~~

~~At the time of termination or resignation, employees will be paid for all vacation time earned, but not taken, paid at the employee's then current rate of pay. For used, unearned vacation time, refer to Section 4.09 Employee Termination and Separation Pay.~~

Section 5.03 – Sick Leave

Regular full-time employees of the District, beginning the first day of work, will be ~~granted~~ ~~accrue~~ sick leave of 80 hours per year or 3.0769 hours per bi-weekly pay period, only when being compensated for full 40-hour workweeks. Annual accrual is limited to 80 hours (10 days). At no time may an employee go beyond a 10-hour negative balance.

A. Part-time and Seasonal Employees

Part-time and seasonal employees of the District, beginning the first day of work, will accrue sick leave of 1.0 hour for every 30 hours worked up to a maximum of 48 hours in a calendar year. In no event shall any part-time or seasonal employee's maximum accrual exceed 48 hours. Part-time and seasonal employees are not allowed to carry a negative balance. Accruals will cease after the cap of 48 hours is reached until the balance is brought down below the cap. At no time will an employee be allowed to use more than 48 hours of sick leave in any calendar year.

Part-time and seasonal employees may only use sick leave for any of the reasons stated below and only for a scheduled workday.

B. Full-time Employees

For employees who have been employed by the District for more than 10 years as of January 1, 2020, those employees will have a maximum accrual amount of 480 hours for so long as they remain employed by the District. In no event shall any other employee exceed a maximum of 160 hours of accrued sick leave hours.

An employee may carry over up to 80 hours of sick leave, provided such carryover does not cause the employee to exceed either the maximum of 160 hours or the employee's individual maximum, as applicable.

Use of Sick Leave: Use of accrued sick leave shall be limited to the following purposes:

- Personal health condition of employee preventing them from performing their job.
- Health condition of a member of the employee's immediate family when required by physician's statement to attend to the family member (the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.
- Quarantine of the employee in accordance with community health regulations.
- Medical appointments.

Employees shall notify their supervisor by phone, email, text, or by voice message if the supervisor is not available as soon as practicable prior to their absence if they are unable to report to work due to illness or injury. The supervisor must also be contacted on each additional day of absence. Records of sick leave used shall be maintained by payroll software. If an employee notices a discrepancy in their benefit hours, they should contact the payroll department immediately.

Sick leave may be taken in increments of no less than one hour per occurrence.

An employee may not use time off without pay for sick leave without prior written permission

from his/her supervisor. An employee must use any/all available benefit time before being considered for time off without pay. If an employee experiences a hardship, defined as needing sick time off before accruing the needed time, the supervisor may consider temporary and non-continuous adjustment of working hours to accommodate sick leave needs. If any employee exhausts all sick time and begins excessive usage of taking time off without pay, disciplinary action could arise. All requirements for documentation from a physician remain applicable for any absence of more than 3 consecutive days. Management reserves the right by law to request certain documentation in the event of repeated or continuous absences from work for reported sick leave, regardless of whether the repeated time out is consecutive.

PANDEMIC/EMERGENCY SICK LEAVE:

Should the Federal or Colorado State government declare a pandemic illness, 80 hours of emergency sick leave will be added to all employee's banks under the PHE code. This will be in addition to any regular sick hours an employee has accrued. This time is given as one-time lump sum during a declared pandemic and only available for such declaration.

Absence from work for an extended period of time, not covered by other provisions, such as FMLA, may be addressed as follows:

- Sick Leave of seven (7) days will be used initially. In the event that a sufficient amount of sick leave is not available to cover the 7-day period, earned vacation time will be used. If no sick leave or vacation time is available, leave shall be without pay.
- Short-Term Disability (STD) benefits for up to 180 days following the date of injury or illness, subject to the terms and conditions of the STD program.
- Long-Term Disability (LTD) benefits following expiration of STD benefits, subject to the terms and conditions of the LTD program.

Sick leave may be taken to supplement income received under Worker's Compensation, or Short- or Long-Term Disability programs; total pay is not to exceed 100% of regular pay.

Medical Verification: Employees taking sick leave shall submit medical verification when such leave is for more than three (3) consecutive days. The District may require such evidence when the leave is for less than three (3) sick days, is used excessively, or use of sick leave has occurred more than three (3) times in a one-year period, at the discretion of the General Manager.

Abuse of Sick Leave: Abuse of sick leave may be grounds for disciplinary action up to and including termination of employment. Supervisors shall investigate incidents of abuse or alleged abuse and report the same to the General Manager.

Options for managing sick leave. When an employee works extra hours in a work week and was also absent for sick leave during that week, there are 2 ways they may manage their sick leave. The employee may use sick leave and also be paid for the extra hours worked, or the employee can offset the sick leave that would have been used by the extra hours worked. The second option conserves the employees' available sick leave. It is the employee's responsibility to indicate to their supervisor and to the payroll department how to handle this situation.

Please see the Human Resource Administrator for additional information or if you have any questions on Sick Leave, Vacation Leave, Holidays, STD or LTD benefits.

Section 7.04 – Use Of Vehicles

Driving an assigned vehicle for the District is a privilege and an important part of employees' job duties. The same applies if employees use their personal vehicle on District business: such driving carries serious responsibilities. An employee's safe performance in this important duty will be measured like other aspects of their job performance.

All employees who operate District vehicles must hold a valid driver's license authorizing them to operate the relevant vehicle. All employees must provide a copy of their valid driver's license to the District's Human Resources Manager.

District personnel are provided District vehicles for work-related duties only. They are responsible for locking vehicles and securing tools at the end of the workday.

When using District vehicles, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees must notify their supervisor and the fleet manager if any vehicles are damaged, malfunctioning, in need of repair, or otherwise unsafe.

The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, traffic and parking violations, or the unauthorized use of a District vehicle may result in disciplinary action, up to and including termination. If an employee's negligence causes damage to District vehicles or property, the employee may be required to reimburse the District for repair/replacement cost of the equipment, vehicles, or other property.

Employees are responsible for all infractions, fines, or tolls incurred while operating a District Vehicle. If a toll is unavoidable while operating a District Vehicle, an employee must receive prior authorization from their supervisor.

Seat Belts: All employees are required to wear seatbelts when operating or riding in any District vehicle. Violations of this rule are subject to disciplinary action.

Cell Phones: Use of cell phones while operating District vehicles is strictly prohibited. If an employee must use the phone while in a truck, they should safely pull off to the side of the road, answer/make the call, and once finished, continue to their destination.

Vehicles-ORC/On-Call Policy

Certain Cherokee employees are permitted to take a Cherokee vehicle home so that they can respond quickly to after-hours emergencies. Under normal operations, the water on-call operator, wastewater on-call operator, water ORC, and wastewater ORC are allowed to use their Cherokee vehicles in this way. Under no circumstances are these vehicles to be

used for personal errands, passengers, or transport for profit. Only certain personnel, such as ORCs and scheduled on-call employees, will be permitted to drive vehicles to and from work to home and back on a regular basis. Violation of this policy without the General Manager's prior approval may result in disciplinary action, up to and including termination.

As per the on-call policy, it is expected that the on-call operator will stay close enough to the district to meet the approximate 30-minute response window that is required when on-call. ORCs are expected to adhere to this policy for District vehicle use as well but are not held to the 30-minute response window.

If an employee authorized to take a District vehicle home goes on vacation lasting more than 3 business days, the vehicle is expected to be left at the district office during the entirety of the employee's absence. This includes District holidays.

If an employee must travel out of town for training, a District vehicle should be used with written permission granted by the General Manager. This must include reason for attendance, duration that District vehicle will be used, and expected mileage.



CHEROKEE METROPOLITAN DISTRICT

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Watering Restrictions Review

April 16, 2025

Prepared for the CMD April 21, 2026 Board Meeting by Kevin Brown, General Manager

Summary

The purpose of this report is to provide the Board with a summary of Colorado Springs Utilities' drought response plan and watering restrictions as a first step toward Cherokee updating its watering restrictions. The City's framework is broadly similar to Cherokee's most recent version from 2007 and is in line with many other major Front Range water utilities.

Current Colorado Springs Water Shortage Ordinance

The Colorado Springs Utilities Ordinance has five stages of watering restrictions that can be imposed long-term by their Board or short-term by staff. The Board-level restrictions are intended for long-term hydrologic limitations like low reservoir levels or snowpack and the short-term restrictions are intended for response to short term events like major infrastructure failure. Cherokee could follow a similar structure but the metrics for hydrologic limitations would be aquifer levels and high water consumption.

The baseline condition and four tiers relevant to Cherokee are summarized below:

Year-round Baseline Restrictions (Almost identical to CMD's current rules)

- No watering 10AM-6PM
- Watering limited to three days per week
- No hosing hard surfaces
- No irrigation runoff – water cannot pool on streets or flow into storm drains
- Vehicle washing only with positive shutoff nozzle
- Irrigation system leaks must be repaired within 10 days

Stage 1 – Watch (Not in Cherokee’s current rules)

- All baseline restrictions remain in effect
- No changes to outdoor watering schedule
- Increased public awareness and conservation outreach

Stage 2 A and B- Warning (Largely similar to Cherokee’s current stage 2)

- Stage 2A: Two days per week outdoor watering
- Stage 2B: One day per week outdoor watering
- Sprinklers limited to daily time limits
 - Fixed Spray: 20 minutes
 - Rotor: 45 minutes
 - Rotary Nozzle: 60 minutes
 - Hose-end sprinkler: 3 hours
- Nonrecirculating water features and ponds turned off
- Outdoor vehicle washing discouraged

Stage 3 – Severe (Largely similar to Cherokee’s stage 3)

- All outdoor irrigation aside from trees and shrubs prohibited
- Existing trees and shrubs may be hand watered one day per week
- Indoor commercial and industrial use limited
- Air conditioning must be set to 78 degrees or higher
- Outdoor vehicle washing prohibited
- All outdoor water feature filling prohibited including pools and hot tubs
- Power washing restricted

Stage 4 – Critical (Largely similar to Cherokee’s stage 4)

- Existing shrubs and trees may be hand watered one day per month
- Indoor industrial and commercial use must be cut by at least 20%
- No new connections to the system allowed

The objective of these limits is to reduce water use and extend supplies during drought. The City hasn't moved beyond Stage 1 since these rules were updated in 2019 so the water reduction from imposing these limits is unknown. Moving from three days of watering per week to two wouldn't necessarily reduce watering by one third since people would likely water more on the two allowed days than they might otherwise.

Similarly, Cherokee won't know the true effect of these restrictions until they are actually imposed. Currently Cherokee customers use between 2 and 2.5 times as much water in summer months as winter months and a stage four restriction would bring water use down to winter levels, reducing water consumption by about half in summer months and total annual usage by about a third. If Cherokee plans well for long term sustainability, this highest level of watering restriction would be reserved for infrastructure failure that prevents water from reaching the District. This could extend the time available to repair facilities by at least several days.

Watering Restriction Violations

Mandatory watering restriction policies only work if they are enforced. The standards do not list how Colorado Springs would enforce restrictions but it would likely require that their customer service or field technicians patrol neighborhoods for water use. Cherokee would have to set up their own plans but it is critical that enforcement be uniform across the District. The penalties from Colorado Springs Utilities are laid out below. I would recommend that Cherokee adopt the restriction standards with few changes however the Board should consider whether CSU's penalties would make sense for Cherokee's long-term policy.

Violation	1st Offense	2nd or Subsequent Offense*
Baseline	Written Warning	\$100
Stages 1 & 2A	Written Warning	\$300
Stage 2B	Written Warning	\$500
Stages 3 & 4	Written Warning	\$1,000

*Monetary penalty for residential violation, commercial is doubled.

These penalties are assessed on monthly bills and failure to pay could result in disconnection. The goal of summarizing these watering restrictions is for the Board to provide feedback to help update Cherokee's restrictions. Harmonizing the quantity restrictions with CSU would also be required if Cherokee ever used water from their system though the penalties could be different.



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General Manager's Report

April 16, 2025

Prepared for the CMD April 21, 2026 Board Meeting

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General Manager's Note

This month's general manager's note will be relatively short since background for most of the major issues up for consideration this month are being provided as separate documents in the Board packet. A summary of a proposed watering restriction policy and a framework for evaluating new service area expansions are presented separately in the packet. A high-level review of Q1 spending by line item will be provided on Monday and discussed at the meeting.

As a brief update, the full arrival of spring means the parks team has been very busy getting irrigation systems up and running. On top of this work, they've also been supervising three major parks projects that all happened to start in April which are explained in greater detail below.

This spring has been unusually warm and dry but demand has not increased as quickly as it feared. I am recommending that we wait until June to examine April and May water usage and decide if any watering restrictions may be necessary this year. At this point I am cautiously optimistic that Cherokee's system can provide sufficient water even in the event of a record hot and dry summer but we'll be tracking usage carefully to ensure that if restrictions are needed, we have sufficient warning.

The warm spring has continued to push people to Cherokee Ridge Golf Course and the course has recorded another record-breaking month. The last two tournaments have sold out, a first for the course. The golf team's efforts are setting up the course for a great summer season.

PFAS Treatment Facility Settlement Funds

This month Cherokee received settlements from PFAS manufacturers Tyco and BASF totaling approximately \$200,000. Unlike the 3M and Dupont settlements which are paid out over a decade, this is a one-time payment. There are 17 defendants in the case which have not yet settled with the biggest names including Carrier and United Technologies Corporation. There isn't a set timeline on how long it will take these defendants to settle and the remaining settlements will likely be smaller than those CMD has received so far. As these parties settle, Cherokee will continue to allocate those funds to constructing the PFAS treatment facility.

S&P Ratings Review

As sent earlier this month by email, Cherokee's existing water and wastewater bonds were upgraded from an "A" rating to an "A+" by S&P. This is a minor step but reflects the ratings agency's opinion that Cherokee's governance, finances, and long-term planning have improved since the last rating review in November 2024. Importantly, S&P left Cherokee on a "positive outlook" which means that Cherokee is eligible for an upgrade in the next review. This is by no means guaranteed but it means that an upgrade is possible without having to be deemed "positive" again.

After talking with Cherokee's bond underwriter and CFO, there are a few steps the District can take to improve the chances of an improved review. The most impactful would be to establish a minimum cash reserve via board resolution. All planning scenarios in the most recent five year plan assumed a cash reserve equal to one year of operating expenses or about \$15 million. It would also be helpful for Cherokee to complete a rate study and set a five year rate plan to ensure sufficient revenues to cover rising expenses. A rate study is already planned for 2026 but the details of any planned rate increases will depend on grant funding and bond interest rates over the next year as the PFAS treatment project invoices start coming in.

The S&P team specifically noted increased transparency and improved governance since the last review and said that they were hoping that trend would continue. The next review

will be in 12 to 18 months and will only affect interest rates on new Cherokee debt. If Cherokee issues debt before that date, that would trigger a review for that new set of bonds.

MVEA Power Rates

Mountain View Electric Association (MVEA) has been considering rate increases in line with recent Colorado Springs Utilities electric rate increases for at least the last six months. MVEA is Cherokee's largest electric provider and any change in their rate structure would significantly increase CMD's expenses. Conversely, Cherokee is MVEA's second largest single customer so they have historically kept the CMD team in the loop as they consider rate changes.

MVEA was initially considering a time-of-day rate which would increase electricity prices by a significant margin during specific times of day while lowering them during lower demand periods. Cherokee could strategically time water pumping during certain times of day to save money even if average rates went up. However, Mountain View imposed a 9% flat rate hike to all existing rates at the beginning of 2026 and it now appears that they may not move to a time-of-day structure. Their staff are presenting the rate case to their Board on April 21st and aren't anticipating making major changes until late 2026 regardless of the outcome.

The Cherokee team has been working on ways to shift electric demand to less expensive times of day and the Mountain View team has floated the idea of a unique load-shedding agreement that could provide savings to Cherokee even if most customers do not have time of day rates. However, this would have to wait until their Board approves the current rate case. In the meantime, Cherokee will be paying higher electric rates and moving demand won't save the District on power bills.

Parks Projects

This has been an extraordinarily busy month for the parks team. The Plower Court project is under way and the Eastridge Ballfields project started last week. The Plower sidewalk is curing and the base of the retaining wall has been laid out. Material has been staged at Eastridge but most of the substantive work will begin in the coming weeks.

The Fredericksburg Slide replacement was finally finished last week after months of delays. The Board approved the contract in summer 2025 and the slide manufacturer and installer, Churchich Recreation, was very slow to start work. They delivered a slide several months

after the contract but then discovered it didn't fit the playground. This year, they came out to install a correct slide, then broke it during installation. Last week, they finally brought the correct slide and installed it successfully. To their credit, they only charged Cherokee for the original scope of work and the installation including new footers and supports was completed professionally. They are the original manufacturer of the playground so we are forced to work with them for spare parts and major maintenance. However, we hope that their experience with this project will improve their future work.

Major External Meetings

Schriever Space Force Base & Colorado Information Analysis Center

On April 8th, Cherokee's Operational Technology (OT) Engineer and I attended a long-anticipated meeting with Schriever Space Force Base staff and a wide array of state and local emergency management leaders. The meeting was very productive and Cherokee will be collaborating with the Space Force, Colorado National Guard, and El Paso County to strengthen our cyberdefense and preparation for natural (and other) disasters. I can't share any details on cybersecurity coordination publicly but Cherokee is well ahead of most water utilities of our size. However, there is always more work to do to protect our critical systems from cyber threats.

In the coming months, we will be collaborating with the groups mentioned above as well as Northern Water to integrate our emergency planning with statewide efforts. This will help the state government and space force better understand our system and develop opportunities to make us more resilient. There are also a number of state and federal resources and grants we were not aware of that could help us improve our ability to respond to emergencies. This meeting was a great opportunity to meet key people in the region as well as some of the senior officers at Schriever we don't normally get to work with.

Major Projects

Poleson Well

Cherokee acquired an Upper Black Squirrel Creek water right and well known as the Poleson well in 2022 with the intent to change the use to municipal and connect it to the Cherokee system. This legal process has been proceeding slowly since then and this week the final export approval was granted by the Upper Black Squirrel Creek Groundwater

Management District (UBS), opening the way for Cherokee to add this water right to its portfolio and drill a well to withdraw the water.

The contract to purchase the well from Mr. Poleson was structured such that the final purchase price was dependent on the total volume of water approved in the final decree. With the decree and export approval finalized, Cherokee has 90 days to complete the second closing on the water right. Assuming there are no challenges, appeals, or clerical adjustments with the decree, this would put the deadline around July 13th. The contract allows Cherokee to deduct the total legal fees from the final price and Pete and his colleagues are calculating a final cost after three years of litigation. The maximum purchase price is allocated in the 2026 capital budget.

The final water decree allows Cherokee to extract and export 72 acre-feet per year from the well and no more than 15 acre-feet per month. This is Cherokee's smallest single water right but it is less than 100 feet from an existing Cherokee pipeline and a power line which means well development costs will be relatively low. The engineering team haven't started well development plans but they may be delayed until after the replacement plan wells are drilled. These wells will provide far more water and are more important to Cherokee's long-term plans and regional obligations than this water right. Regardless of when the water reaches the system, this is the culmination of a hard-fought process and sets some valuable precedent if Cherokee chooses to buy any other agricultural water rights in the future. Cherokee is not actively exploring any water acquisition opportunities in the UBS aquifer.

PFAS Treatment Project

The PFAS treatment facility design is proceeding more quickly now that the property is under contract. Geotechnical and survey work is under way and the AE2S team submitted revised site plans. The construction contractor request for proposals is live and there has been strong interest from the contractor community. The team hopes to present a contractor recommendation at the May meeting.

The design team met with the El Paso County planning department regarding 1041 requirements and the process will be more time-consuming and expensive than the team had anticipated. The County is requiring that Cherokee submit 44 unique documents for 1041 review ranging from routine Fire Department approvals to a bespoke noise study and roadway degradation analysis. The initial design scope specifically excluded 1041 work since the team wouldn't know the full scope until this stage of the project. AE2S has provided a scope and fee of just over \$100,000 to provide support through the 1041

requirements which Cherokee accepted. The County team indicated that there may be flexibility on some requirements which may keep final cost below the worst-case estimate.

The County is requiring that Cherokee host a neighborhood meeting before moving forward with the formal 1041 submittal. The team is still deciding when in the design process to host this neighborhood meeting but Board Members are more than welcome to attend.

Tank 5

Cherokee received conditional approval on grading and erosion control permits and the Glacier Construction expects to start work in the first week of May. There are still some outstanding permit items but the team expects these to be complete in time for the tank to go vertical in late July. It's been an intense race to get these permits completed but the city staff have been very helpful during the process. There is still possibility of weather delays this summer, especially due to wind but the team is optimistic that the project will be complete by the end of this year. This would allow a complete structural inspection of neighboring Tank 3 in 2027 which will determine the scope of the cleaning and rehabilitation of that tank.

Well 22 (Albrecht Well)

The Well 22 project is substantially complete. The CMD team needs to wrap up some controls work to allow the well to be ramped up and down remotely. It can be turned on and off and has already run for several days as part of testing. The well has monthly withdrawal limits and a high flowrate so the team is planning to utilize it for peaking flows during the hottest months this summer.

Bioreactor Covers

All permits are complete for this project and major material is on order. Major construction activities will start in the coming months and conclude in November.

Major Policy Changes

Employee Handbook Updates

As shown in the employee handbook edits in the board packet and mentioned briefly in the last General Manager's Board Report, Cherokee currently awards all vacation time on an employee's anniversary date rather than accruing it equally each pay period throughout the year. This is unusual for an employer and causes issues if an employee retires or takes parental leave during the year.

Cherokee previously used a normal accrual system but the current system was implemented in 2022. The reasons for this change aren't entirely clear but in order to preserve the ability for employees to take vacation time earlier after their anniversary date if needed, employees can hold a negative vacation time balance up to 24 hours (3 days) subject to supervisor approval.

This change would take effect on each employee's anniversary date as that is the only date each year that the old accrual method and new method will agree on available vacation hours. This will take a year to fully implement but will bring vacation time policy in line with most employers. This change will also eliminate the "personal day" awarded each year and replace it with an additional 8 hours of vacation time accrued based on the new policy.

Cherokee's HR Manager and Fleet Manager have been working on a stronger vehicle use policy which is also included. This mostly writes out some common sense responsibilities and strengthens rules already in place regarding driving Cherokee vehicles.

Pennies Phased Out

As you may be aware, the Mint is no longer producing pennies and Cherokee will soon be unable to get new pennies from Wells Fargo. The pennies Cherokee has on hand will likely last for a few more months but once they run out, they run out. Once this happens, the customer service team will start rounding down all cash transactions to the nearest 5 cents. Even if a rate increase is not requested for 2027, District staff will propose that all base fees and volumetric charges be rounded to the nearest five cents to eliminate this issue with cash payments.



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Finance Department Report – March 2026

CMD Regular Board Meeting – April 21, 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 March.

Monthly tasks, processes, etc.

- Reviewed and processed 396 invoices and generated 318 vendor checks/electronic payments for Water/Wastewater, Parks, and General Funds expenditures.
- Reviewed and processed 140 invoices and generated 67 vendor checks/electronic payments for Golf Course expenditures.
- Processed monthly billings for IGA agreements, 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.

Things to note:

- 2025 Audit Update
 - We met the first critical deadline by providing a report to the auditors on 4/10/2026.
 - Ashley is working on the draft audit which Carrie Bartow will review and indicate changes needed prior to going to the auditors by April 24th.
 - We plan to have the 2025 audit ready for presentation at the June Board meeting and filed with the State Auditor by July 31st, or earlier.



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Water and Systems Specialists Report for April

April 15, 2026

Since the last board report, several members of my team have accepted other positions in the district and some have assumed greater within the system. Preston Kidwell, my former Lead Operator, has moved to take over most of Brian's duties, particularly the cross-connection and fleet management programs. As such, Dan Meininger has assumed the role of my new Lead Operator. Dan is a 9-year Cherokee employee with an extensive knowledge of the District, and so his promotion is a major win for the team.

March and April have been warmer than I'd like, but in the lead up to 'construction season' this lull has given us time to train operators, expand our team's knowledge base, and really develop our team's ability to independently identify and troubleshoot issues. Every operator having this skill developed will be invaluable as we move into the PFAS facility design and construction. More eyes to identify problems early will be essential.

That said, I am pleased to report on the status of ongoing issues and outstanding projects being performed and monitored by the water department this month. The status of our outstanding projects is as follows:

Outstanding Water Projects

- **The 2026 Consumer Confidence Report** – We have completed the 2026 Consumer Confidence Report. It is on the District website and copies are available in the office foyer.
- **PFAS Design** – The project is on pace. We have frequent conversations with AE2S and have begun the process of vetting and selecting the construction manager for the project.
- **Well 22 Progress** – We are due for final walkthrough and "punch list" for this, after which the contractor will fix any identified problems, and we will complete this project.
- **Valve Turning Preparation** – My Distribution team is currently exercising street valves throughout the district, averaging 30-50 valves each day. Valves that are identified as damaged or defective are being put in a list to be considered for FY 27 infrastructure repair.
- **Valve Cluster Repair Preparation** – In the FY 26 Capital planning we included a section for replacing six valve clusters that have been in poor condition for years. Once approved, our recommended contractor can begin the process of bringing these into good working condition over the spring and summer of this year.

Line Breaks

- On April 4th around 9am, we had two customer services break at the intersection of Kachina and Seneca. Only the two customers were affected, and their service was restored at noon.

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) 683-3418

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

April 2026 Monthly Report

- **Operations**

March 2026 Effluent Results

	TSS	BOD	TIN (Total Inorganic Nitrogen)	Total Coliform
Permit Limit	30	30	10	Report
001A Effluent	0.4	0	1.469	0

- Overall, the facility treated 63.8 million gallons of wastewater in March.
- An average of 2.036 (MGD) million gallons per day of wastewater in March. That was an average of 4700 lbs of BOD (Biochemical Oxygen Demand) treated throughout March.
- TDS Levels:
 - Effluent = 359
 - Well C = 397
 - Well D = 380
- As a team, we continue to grow and support each other. We are currently looking to fill a current opening.
- We were lucky enough to visit Parker Water and Sanitation District for a tour of their north treatment facility. This was a great opportunity for our operations team. They were able to see a different process and what other utilities have.
- In March, I was voted as the Vice Chair for the PPACG Water Quality Management Board.

- **Process**
 - **MBR Process**
 - The treatment process is doing good. We are getting some amazing nutrient removal throughout the process.
 - MBR treatment processes are known to have foam. We are looking into ways to remove and minimize the foam that we have.
 - **RO Process**
 - IDE recommended that we do a Silica CIP, which was completed in January and February. We are waiting for replacement membranes to arrive, allowing us to send some of the existing membranes out for testing. This testing will give Cherokee an idea of how often we will have to replace membranes.

- IDE did some off-site research on different actuators for the brine system. These different actuators are electric and would allow Cherokee to remove the hydraulic ones that leak often. We are waiting to receive the test actuators.

- The new actuators are on-site. The electric actuators were installed on the week of the 20th of September 2025.
 - The electrical actuators were installed on RO Train 2. After a couple of issues that needed to be fixed, the electrical actuators are working well.
 - The electrical actuators that IDE supplied are working well. We are in the middle of the demo of these actuators. Once the electrical actuators prove to be better for the system, we will replace the remaining hydraulic actuators with the electrical actuators.
 - No issue on the electrical actuators as of now.
 - No Changes.
- The reevaluation of the Brine system has resulted in needing different pumps. The current pumps are unable to achieve the design to the furthest evaporation pond; a new type of pump has been ordered that should be able to.
 - The first new brine pump has been installed. We are waiting for WTG to come down and complete a start up on it.
 - The new brine pump works. The discharge piping needs to be upgraded to stainless steel due to how much pressure it is pushing. It has broken some SCH80 unions.
 - Garney will be installing the new pipe and supports in the middle of June.
 - Some additional piping changes need to be made, otherwise the pump is an upgrade. The 2nd brine pump was ordered.
 - The 2nd brine pump is scheduled to be delivered in October.
 - Additional discharge piping changes are needed.
 - The new brine pumps are being outfitted for seal water and then will be installed.
 - We will be having a company come out and jet the brine lines.
 - Garney has installed both new brine pumps. They are working better, allowing us to optimize the RO more.
 - Scratch that – Brine Pump 1 continues to have issues and had to be taken to Water Technology Groups shop for repair. WTG is replacing the seal.
 - We are looking into possible pressure issues on the discharge piping.
 - The brine system and pumps have been a hot topic recently.
 - We are looking at the following:
 - New discharge pressure gauges and transmitters – allowing all data to be trended on SCADA.
 - Additional programming to maximize pump operation
 - Possible discharge piping changes – which would give each pump its own discharge pipe.
 - Adding VFD's to the MCC panels – this allows use to let the pumps operate continuously; saving them from multiple starts and stops.

Other Project Updates:

- Screw Press Update:
 - Screw Press Project is pretty much complete. There are a couple of items on the warranty list to be finished.
 - Waiting to get the solids handling process on SCADA.
 - Change order 3 has some additional work for programming and pump control panels.
- Bioreactor Covers
 - The project is moving forward.
 - All permits have been approved.
 - Looking for completion in early fall 2026.

- New Non-Potable Water Skid
 - Non-pot water skid was installed and waiting for an IP address change and then an unfortunate event occurred, resulting in the Effluent building basement being flooded. WTG will be removing the pumps and baking them to remove the moisture. The control panel will be checked out, and any damaged parts will be replaced.
 - We are working with the insurance company on this issue.
 - Our insurance company has informed us that a majority of the project will be covered.

- Rapid Infiltration Basins – We are working on pumping RIB 1 out and utilizing the demonstration trenches. Once RIB 1 is empty, DWIRE will be back to complete the maintenance on it.
 - RIB 1 is being pumped and will be available for DWIRE to maintain soon.
 - A gate will be installed on the east side of the current property to allow us access to the land that was purchased back in 2024.
 - We plan to start working with LRE Water to review the RIB's. We are hoping to get additional insight from this study.
 - The kick-off meeting for this will start within the month.
 - Collecting the data that LRE has requested.
 - The requested data has been sent to LRE.
 - Samples have been sent in for analysis.
 - Waiting for results on the samples that were sent out.

- **Collections**
 - 15,383 feet of sewer main has been inspected.
 - 27,495 feet of sewer main has been cleaned.
 - The investigation into the liner that was an issue during the SSO in December will be cleaned and video inspected in the coming weeks.
 - LS1B Update:
 - In June of 2025, there was an issue that caused LS1B and LS2 to not work properly together. Since this issue, we have discussed some changes that will be made to ensure the pump station communicates properly in the future.
 - Once the work on the old EQ pond is done and the remaining material in the pond is dry, we will remove it.
 - Rice Lake West has been provided with the final punch list and is working on fixing these issues.
 - Rice Lake West has worked on the punch list and are trying to get this project closed.
 - Rice Lake West and the subs will be doing additional work to safeguard the new pumps at LS1B.
 - Rice Lake West is starting to see the parts arrive, needed to make these changes show up and will be planning to have them installed in March.
 - Rice Lake West and the subcontractors have made most of the repairs need. We are waiting to dial in some extra alarms.
 - Rice Lake West is finishing up these extra items.



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: April 2026

Dear Board of Directors,

Parks activity for the month of March

Parks Personnel

Lecil Ross, Gabriella Rivera

- Open pavilion for the season for early reservations.
- Turn on pavilion water, fixed pavilion plumbing, and test backflow.
- Repaint parking lot lines and handicap parking space at Eastridge park.
- Begin cleaning the medians of winter debris and trim bushes/trees.
- Fix split rail fences from vandalism at Eastridge park.
- Installed a dog waste station at Westridge on back trail of Eastridge.
- Replace worn tires on the dump trailer.
- Replace leaf spring on blue flat bed trailer
- Cleaned along disc golf fence line of debris and trimmed trees.
- Cleared trees from yard at 064.



April 2026 Engineer's Board Report

System Improvement Projects

Water Supply

- Water Treatment Facility (PFAS) Land acquisition –Survey, environmental, and other due diligence tasks in progress.
- PFAs Treatment Facility Design – Concept design received. The design is anticipated to be completed by the end of 2026 pending any schedule updates due to land acquisition delay. CMAR RFP published and in process. Presubmittal and proprietary meetings have been held. We anticipate proposals from 6 contractors.
- Pipeline Design for Connection to PFAS – RFP being finalized.
- Water Softening –Data acquisition complete. Treatment Proposals are completed. Land acquisition and site design of WTF is facilitating a softening contingent to be added onto process in future if directed.
- Replacement Plan Wells – Test wells that will be used as monitoring wells have been drilled and capped off. They remain in place for future production wells 6, 7 & 8 under the replacement plan. Consultant has prepared the monitoring wells' drill profile and produced report for wells. Design request for proposal will go out to bid in May.
- Well 22, Albrecht –Punch list walkthrough schedule for Thursday afternoon.
- Poleson Well Purchase and On-boarding – Water decree approved. 72 AFY has brought into the system annual capacity. Export hearings are scheduled to allow new water usage throughout District. A new well will need to be constructed for this water right.

Water Distribution

- Ellicott 30" Pipeline- Phase 1 easement acquisition from landowners East of Marksheffel ended; landowners who have not replied or have declined to give an easement will have a Notice of Intent letter sent to them by the end of January. Phase two easement procurement focus will now be on land west of Marksheffel (in-town land). NOI letter is notification that Cherokee will be proceeding with condemnation. Phase 2 acquisition will complete end of April 2026 and condemnation will begin.
- Peterson Casing – Work complete. The City will send an invoice from PPRTA for the CMD casing and installation costs.
- Omaha Water Main – Design selection to be made with a completion date of end of August. Bid package will be produced by end of September. General contractor selection made by end of November to include proposed start date for construction in 2027.
- Tank 5 (2nd Tamlin tank) – Permitting process ongoing. Project awarded to Glacier Construction.
- N. Well Field PRV study– Data request completed and returned. Initial Hydraulic model currently in production. In-person field testing required to finish model and will take place March 24th. End state is to identify high stress points and needed appurtenances on the northern line.
- North Ellicott Hwy Pipeline: Project completed on 10March. Line has been pressure tested and held well.
- 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. No notice of progress from county from last month.

April 2026 Engineer's Board Report

- Palmer Park Blvd Reconstruction Sewer and Water Relocation – HR Green has started design relocating storm drain to minimize conflicts with CMD infrastructure and resulting utility relocation costs. Design coordinating ongoing.

Wastewater Collections

- Lift Station 1 Additions (LS1B) - Contractor addressing Punch List items.
- Terminal Lift Station – Alternative Analysis work order sent to Kimley-Horn. Project kick off meeting and site walk occurring on March 13th.

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 – County approvals complete. Contractor working with suppliers for material deliveries.

SCADA

- RIB Control Upgrade- Pilot of possible upgrades to RIB valve and basin control system to be installed in house.
- Server Upgrade for SCADA – New servers and hardware have arrived for hosting SCADA. Josh List will assist with the installation to ensure SCADA is up to date. Waiting for the response from Prime Controls to see when they can assist with the upgrade.
- Exor Industrial Controller Integration for SCADA – Review possible shift from current SCADA System to an Exor Industrial Headless HMI based system to mitigate recurring costs and points of failure. HOA Solutions has said they won't do the programming. Exploring other contractors such as Prime Controls and also exploring programming in-house.
- Safety Audit for Electrical Panels – The Controls Department has started the electrical safety audit to reduce electrical hazards in CMD's Industrial Control Panels. The Controls Department is starting with the wells and moving on to other electrical assets from there. An audit is being performed to identify issues with electrical assets that could be an electrical/fire hazard. Controls to fix electrical hazards as they are identified. 5 wells are currently fully audited including pictures of the panels. This project has been one of the main focuses of the Controls Department on a day-to-day basis.
- Electrical Safety Policy – The Controls Department has finished creating the Cherokee Metro Electrical Safety Policy. It has been presented to the team, and the team is reviewing the Policy. A meeting will be scheduled shortly to review redline suggestions and revisions to the draft policy.
- Tamlin Tank Solarbee Pump Replacement – New pump will be allocated to replace damaged tank agitator at Tamlin Tank. New agitator will be installed during tank rehab after the construction of Tank 5.
- New VFD for AR1 – Equipment has arrived at Sundance to replace the damaged VFD. Proceedings have started to select an electrical contractor for the installation. Dykman will assist with the startup. Precision Controls to assist with electrical and PLC integration.
- Solar Panel Upgrade (Bluffs) - Equipment is in stock to upgrade the solar powered battery backup system at the Bluffs radio tower. Old Motorola equipment will also be removed.



April 2026 Engineer's Board Report

- 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 to be onsite this month to finish installation of the Teneble software to monitor the OT network.
- 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.
- VFD & Electrical Rehab for Well 11/12 - Pending Open Work Order with Electric Service of Colorado. Work to be completed during the Fall due to scheduling issues.



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd, Colorado Springs, CO 80915-1721
Telephone: (719) 597-5080 FAX: (719) 597-5145

March Billing and Customer Service

New customers:

Owners: 73

Renters: 37

Vacant: 36

Total: 146

Collected Fees:

Connection Fees: \$325.00

NSF Fees: \$440.00

Reconnect Fees: \$2,960.00

Trip Fees: \$400.00

Late Fees: \$6,540.00

Net Fees Collected: \$10,665.00

Leak Credits Given:

Total: \$580.90

InvoiceCloud Update:

Paperless Customers: 4,737

AutoPay Customers: 2,837

Heather Goldsberry
Billing Supervisor



Greetings Team!

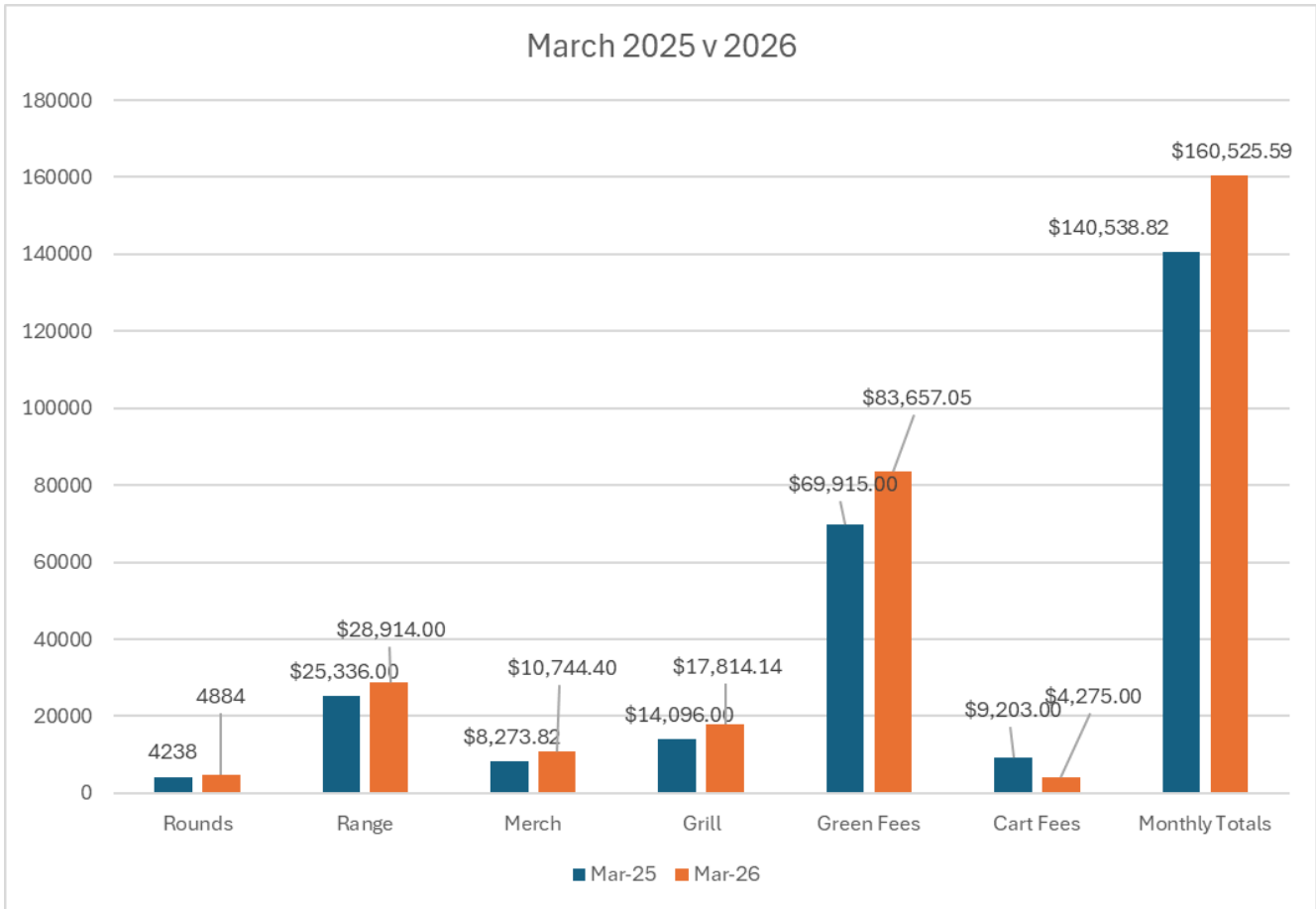
Below are the totals for the month of March, as well as YTD totals. Overall we had another solid month. We had 5 days of no play due to snow this March, which was the same number of no play days during March of 2025. Even though we were open the same number of days, we were able to have 646 more rounds, and we were up in revenue by \$19,986.77 for March alone. **YTD, we are up in revenue a total of \$105,157.**

Below are the total numbers. The most successful categories thus far are the total number of rounds, and the Grill revenue. We have also sold out for our first two tournaments of the year as well! Lastly, our memberships and passes are also in a strong position so far as well. We are currently up 23 passes, and \$14,971 in pass revenue.

Let's keep up the great work. Thanks everyone!

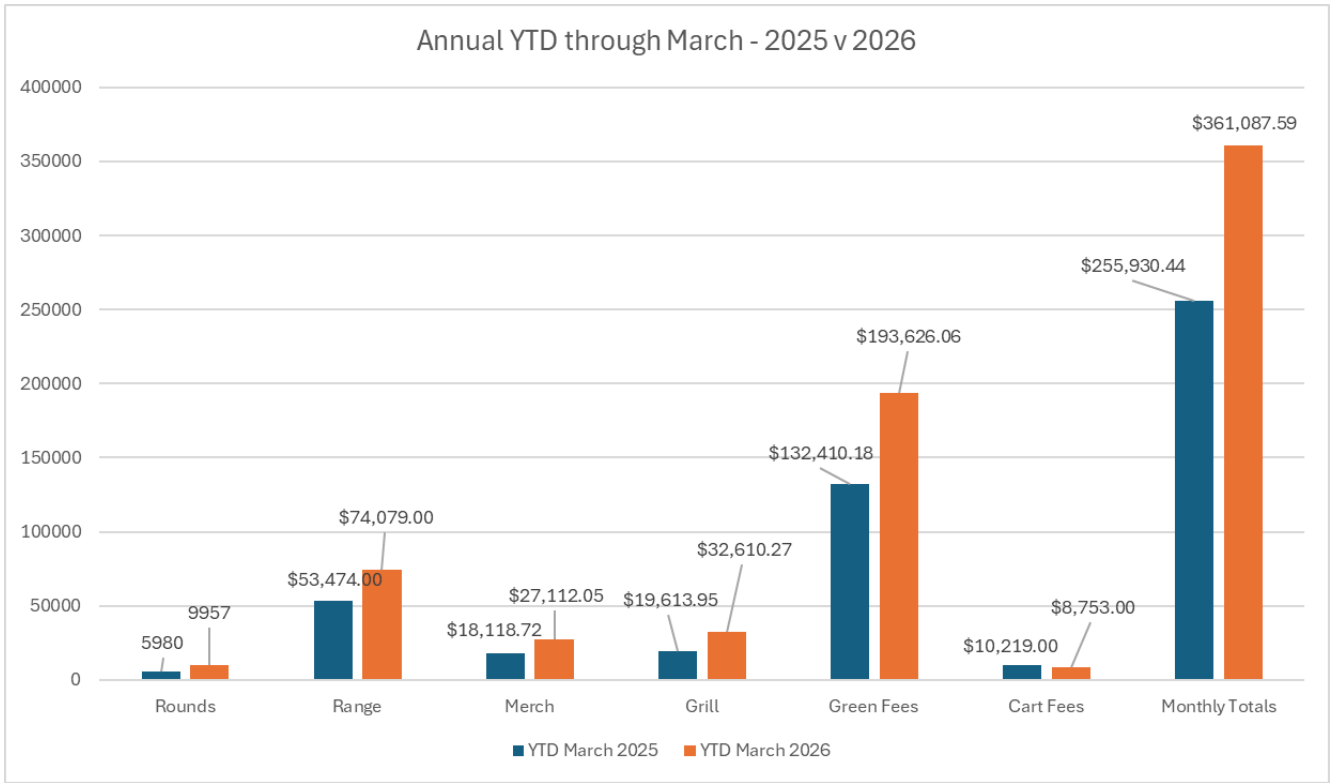
□

	Mar-25	Mar-26	Monthly Comparison
Rounds	4238	4884	646
Range	\$ 25,336.00	\$ 28,914.00	\$ 3,578.00
Merch	\$ 8,273.82	\$ 10,744.40	\$ 2,470.58
Grill	\$ 14,096.00	\$ 17,814.14	\$ 3,718.14
Green Fees	\$ 69,915.00	\$ 83,657.05	\$ 13,742.05
Cart Fees	\$ 9,203.00	\$ 4,275.00	\$ (4,928.00)
Monthly Totals	\$ 140,538.82	\$ 160,525.59	\$ 19,986.77



□

	YTD March 2025	YTD March 2026	YTD Annual Comparison
Rounds	5980	9957	3977
Range	\$ 53,474.00	\$ 74,079.00	\$ 20,605.00
Merch	\$ 18,118.72	\$ 27,112.05	\$ 8,993.33
Grill	\$ 19,613.95	\$ 32,610.27	\$ 12,996.32
Green Fees	\$ 132,410.18	\$ 193,626.06	\$ 61,215.88
Cart Fees	\$ 10,219.00	\$ 8,753.00	\$ (1,466.00)
Monthly Totals	\$ 255,930.44	\$ 361,087.59	\$ 105,157.15



Annual Passes and Discount Cards

Annual Passes and Discount Cards

	Mar-25	Mar-26	Monthly Comparison		YTD March 2025	YTD March 2026	YTD Annual Comparison
Player Discount	3	9	6	Player Discount	23	32	9
Resident Pass	1	1	0	Resident Pass	11	18	7
Senior Discount	18	15	-3	Senior Discount	50	58	8
Unlimited	1	2	1	Unlimited	10	9	-1
Range Pass	57	30	-27	Range Pass	225	225	0
Monthly Totals	80	57	-23	Monthly Totals	319	342	23
Monthly Totals	\$ 7,035.00	\$ 12,709.00	\$ 5,674.00	Monthly Totals	\$ 4,772.00	\$ 79,743.00	\$ 14,971.00

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PGA[™]
— ASSOCIATE —