



CHEROKEE METROPOLITAN DISTRICT
6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842
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October 20, 2026 Board Meeting Packet

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CHEROKEE METROPOLITAN DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS

MINUTES – SEPTEMBER 11, 2026

The Special Meeting of the Board of Directors of the Cherokee Metropolitan District was held on Friday, September 11, 2026 at 4:00 p.m., remotely via Zoom:

<https://zoom.us/j/96422002711?pwd=CUZedE5zq7uNb0F9n1lTbSNOQsgROK.1>

Meeting ID: 964 2200 2711; Passcode: 386159

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

Absence Excused: Jeff Bandy

CMD Staff Present: Kevin Brown, General Manager

Others Present: Joan Fritsche, Fritsche Law LLC

ITEM 1: Call to Order

The meeting was called to order by Director Wall at 5:30 p.m. Those in attendance were asked to stand and cite the Pledge of Allegiance. Those in attendance also observed a moment of silence in honor of the September 11, 2001 victims.

A quorum of the Directors was present and there were no changes to Directors' qualifications or disclosures.

ITEM 2: Review and Approval of the Agenda

A. Addendums/Amendments to Agenda

The agenda was reviewed for any changes.

**MOTION: FOLLOWING DISCUSSION, THE BOARD APPROVED THE AGENDA AS PRESENTED.
ALL IN FAVOR.**

ITEM 3: Public Comment

None.

ITEM 4: Study Session

- A. Presentation on Cherokee Draft Inclusion Application Process
- B. Discussion of Cherokee Draft Inclusion Application Process

Mr. Brown provided a comprehensive presentation and review of the District's water rights position with and without the Replacement Plan, existing boundary development, potential expansion and considerations, the proposed framework and timeline for inclusion into the District's boundaries and expansion of water and wastewater services, and recommendations. Discussion followed.

ITEM 5. Adjournment

No Board action was taken. There being no further business to come before the Board, the meeting adjourned at 5:15 p.m.

Acting Secretary

CHEROKEE METROPOLITAN DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS

MINUTES – SEPTEMBER 17, 2026

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

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

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

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

ITEM 1: Call to Order

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

ITEM 2: Review and Approval of the Agenda

A. Addendums/Amendments to Agenda

The Board reviewed the agenda.

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

ITEM 3: Public Comment

None.

ITEM 4: Consent Agenda

Items on the Consent Agenda:

A. August 18, 2026 Regular Meeting Minutes

MOTION: DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR LETRIZ, TO APPROVE ITEM A ON THE CONSENT AGENDA. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

ITEM 5: Financial Report

A. August 2026 Financial Report

Ms. Wells reviewed the August 2026 Financial Report. The Board had no additional questions on the Financial Report. Mr. Brown and Ms. Wells reviewed the District's accounts with COLOTRUST and noted there are currently four accounts designated for capital projects, but the accounts have never been used. Mr. Brown discussed consolidating the accounts into one account designated for the Water Treatment Facility capital project, so funds do not have to be transferred between the various accounts and to eliminate the unnecessary accounts. Mr. Brown also discussed utilizing COLOTRUST's Certificate of Deposit Program that would allow the District to set aside funds for a set period of time and earn a higher interest rate. Based on Board feedback, a resolution to consolidate four of the District's COLOTRUST accounts into one Water Treatment Facility Capital Project account will be brought before the Board at its next meeting.

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

ITEM 6: Unfinished Business

A. CMD Parks Survey Discussion

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

MOTION: DIRECTOR WALL MOVED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT AND SCOPE OF WORK WITH COLORADO COMMUNITY RESEARCH. MOTION FAILED 4 TO 1.

Discussion continued regarding options for District staff to send a short survey to District customers. The Board directed Mr. Brown to prepare a draft email survey to send to District customers who have provided an email address. Mr. Brown will provide an update at the next Board meeting.

B. Resolution 2026-09: Extending Water Service Area Expansion Moratorium

Mr. Brown reviewed the history of the Water Service Area Expansion Moratorium, the status of finalizing the District's inclusion criteria, and the need for an additional extension on the Moratorium. Discussion followed.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO APPROVE RESOLUTION NO. 2026-09 - RESOLUTION EXTENDING THE DISTRICT'S TEMPORARY MORATORIUM ON WATER SERVICE AREA EXPANSIONS AND EXTERNAL CONTRACTUAL WATER COMMITMENTS UNTIL DECEMBER 31, 2026. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

MOTION: DIRECTOR WALL MOVED, SECONDED BY DIRECTOR ATKINSON, TO AMEND THE AGENDA TO ADD ITEM 9(C) TO THE EXECUTIVE SESSION TO DISCUSS LEGAL ISSUES RELATED TO THE WATER SERVICE AREA EXPANSION MORATORIUM AND THE DISTRICT’S INCLUSION CRITERIA. MOTION PASSED UNANIMOUSLY.

ITEM 7: New Business

A. Pinyon Environmental General Services Agreement Ratification

Mr. Brown reviewed the Agreement for Services with Pinyon Environmental, the firm that is performing a Phase 1 environmental due diligence assessment on the parcels the District is under contract to purchase from Cimarron Hills Fire Protection District.

MOTION: DIRECTOR ATKINSON MOVED, SECONDED BY DIRECTOR BANDY, TO APPROVE AND RATIFY THE AGREEMENT FOR SERVICES BETWEEN THE DISTRICT AND PINYON ENVIRONMENTAL, LLC. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

B. Sage Intacct Statement of Work and Support Agreement – Accounting Software

Mr. Brown noted staff has worked to identify new accounting software for the District. After evaluating three options, staff recommends Sage Intacct. Sage Intacct’s pricing was more competitive and the product is better targeted for smaller organizations. This software will modernize the District’s processes with digital receipt management, improved reports, and current day to day visibility on spending, rather than just end of month.

MOTION: DIRECTOR BANDY MOVED, SECONDED BY DIRECTOR LETRIZ, TO APPROVE THE STATEMENT OF WORK TO THE MASTER SERVICE AGREEMENT BETWEEN THE DISTRICT AND CLIFTON LARSON ALLEN, LLP FOR IMPLEMENTATION AND ONGOING SUBSCRIPTION OF SAGE INTACCT ONLINE ACCOUNTING SOFTWARE. ALL IN FAVOR. MOTION PASSED UNANIMOUSLY.

C. Five Year Capital Projects Financial Plan Update with PFAS Treatment Plant

Mr. Brown provided an update on the District’s Five-Year Capital Projects Financial Plan. The Five Year Plan has changed due to the higher than anticipated cost of the PFAS Water Treatment Plant project, and the loss of future revenue from sale of the Sundance Pipeline because the Loop Water Authority has dissolved. Mr. Brown noted the necessity of a debt issuance in 2027, either through issuing bonds, a subsidized loan, or combination of options. The amount to be financed will depend on how much grant funding the District receives of the \$18 million the District is eligible for. Additional information will be provided during the October budget study session. Discussion followed.

D. Parks Financial Plan Scenarios

Mr. Brown reviewed a presentation on Parks Financial Plan Scenarios and how changes in the amount

of the Parks Maintenance Fee could increase available funds for parks capital projects and support increased park maintenance costs, since the Parks Maintenance Fee has not been increased in over ten years. Discussion followed.

ITEM 8: Staff Reports

Mr. Brown presented his Manager's Report. He updated the Board on the 2027 Budget process and timing. A draft budget will be provided to the Board prior to October 15th. Mr. Brown and the Board discussed timing for holding a Budget Study Session. The Board consensus was to hold the Study Session on October 22, 2026 at 4:30 p.m.

Mr. Brown updated the Board on August water use. August set a monthly production record for the last ten years; however, August 2007 and August 2014 were higher than August 2026. This summer has stressed the water system but has proven that theoretical maximum flows can be maintained long-term. District staff is closely monitoring aquifer water levels for long-term impacts from higher withdrawals and lower recharge this year.

Mr. Brown updated the Board on capital projects. District staff is exploring value engineering to reduce the cost of the PFAS Water Treatment Plant. The Tank 5 project received City Planning Commission approval this month and is slated for final City Council approval at the beginning of October. The Tank 5 easement access gate relocation was approved and construction is expected to begin in October. The schedule has shifted to site work this fall and winter, followed by tank construction in 2027. The intersection valve replacement project has been fully completed. The bioreactor covers project had its first delay due to delays in the manufacturer's delivery. Substantial completion has moved to November and no monetary change orders are expected.

There were no additional questions from the Board.

ITEM 9. Public Comment

District resident Kristin Carlson addressed the Board regarding her District water bill and options for helping customers pay their utility bills.

ITEM 10. Executive Session

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

- A. Ellicott Pipeline Easement Acquisition Update
- B. CHFD Headquarters Building Status Update
- C. Inclusion and Expansion of Service Criteria and Moratorium Discussion

The Executive Session convened at 7:25 p.m., after a short break. 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 8:08 P.M. MOTION UNANIMOUSLY PASSED.

ITEM 11. Adjournment

There being no further business to come before the Board, the meeting adjourned at 8:09 p.m.

Jeff Bandy, Secretary

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

Joan M. Fritsche, Esq.

PERMANENT NON-EXCLUSIVE WATERLINE EASEMENT

This PERMANENT NON-EXCLUSIVE WATERLINE EASEMENT (the Easement") is entered into this 2 day of October 2026 by and between: Clarence E. Balser, an individual, and The Phyllis M. Washington Revocable Trust, a trust with an address of 14375 Highway 94 Colorado Springs CO, 80929 ("Grantor") and the **Cherokee Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6250 Palmer Park Boulevard, Colorado Springs, CO 80915 (the "District"), grantee.

WHEREAS, the District needs to acquire a Permanent Non-Exclusive Waterline Easement across certain real property owned by Grantor described and depicted in **Exhibit A**, attached hereto and incorporated herein (the "Easement Property") for the purposes and as a necessary part of constructing public improvements specified herein.

WHEREAS, Grantor is willing to grant, and the District is willing to accept, an easement within the Easement Property for the purposes stated above, subject to the terms and provisions herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the District agree as follows:

1. Grant of Easement.

A. Grantor expressly grants and conveys to the District and its officers, agents, employees, designees, contractors, guests, and invitees, a perpetual nonexclusive easement of varying width, generally thirty (30) feet wide, over, under, across and through the Easement Property to access, install, construct, enlarge, use, operate, maintain, replace, repair, reconstruct, improve, relocate, inspect, survey, test, and remove waterline(s), manholes, fixtures, water and distribution lines, and related appurtenances and attachments ("Improvements"), together with the right of ingress and egress to and from said Easement over and across the Easement Property and adjacent lands of the Grantor in the exercising of the rights granted herein.

B. Grantee has the right to improve and maintain a suitable slope or grade as necessary to access, install, construct, enlarge, use, operate, maintain, replace, repair, reconstruct, improve, relocate, inspect, survey, test, and remove the Improvements.

C. Grantee has the right of motorized and non-motorized vehicular and pedestrian ingress and egress, and the passage, temporary storage, and temporary parking of construction and other related vehicles, supplies, and materials related to the construction or maintenance of the Improvements.

D. Grantee has the right to mark the location of the Easement Property by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations that do not interfere with Grantor's reasonable use of the Easement Property.

E. Subject to Paragraph 4.B. below, Grantee has the right, after providing written notice to Grantor and a reasonable opportunity to cure, to remove any building or other structure that is placed on, over, under, or in the Easement Property without the specific written permission of the District, without liability for damages arising therefrom. The District shall also have the right, without liability for damages, to cut, trim, control, and remove trees, brush, and other obstructions within or outside the Easement Property that injure or interfere with the District's use and enjoyment of the Easement.

2. Property Restoration. Upon completion of installation, maintenance, repair, replacement and/or removal activities, the District shall restore the Easement Property to the condition it was in immediately prior to District activity, except as necessarily modified to accommodate the Improvements.

3. Grantor's Covenants.

A. Grantor covenants and agrees that during the term of this Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the District's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the District, except that Grantor may install roadways, sidewalks, curbs, gutters, and trails on the Easement Property, without written permission, provided Grantor shall be responsible for repairing or replacing any its private improvements damaged by the District's permitted activities within the Easement Property, including payment of the costs thereof.

B. To the fullest extent permitted by applicable law:

i. Grantor hereby warrants title to the Easement Property and agrees to defend the title of the District to the Easement Property from and against all persons; and

ii. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances, except as identified in the Consent and Subordination Agreement, if any, attached hereto;

C. Any other utilities constructed within the Easement Property (i.e., natural gas, telephone, cable, etc.) shall only be constructed with the District's prior written consent, which consent shall not be unreasonably withheld or delayed, subject to the following conditions: (1) installation of new utilities or improvements within ten (10) feet of the District's Improvements must adhere to the then current District Standards and the Colorado Springs Utilities Line Extension and Service Standards (CSU LESS) on the date of installation; and (2) the District's prior written approval of improvement design plans, construction inspections, and the specific terms of the utility easement shall be required.

D. Grantor warrants and guarantees that it has the power and authority to grant the easement created by this Agreement.

4. Retained Rights of Grantor.

A. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to the District pursuant to this Agreement or interfere with District's use of the Easement Property. The District's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to the District and subject to Grantor's Covenants above.

B. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property or the violation of any of the warranties made by Grantor herein necessitates the relocation and/or encasement of the Improvements, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the Improvements and shall provide a replacement easement for the relocation, if necessary, subject to the District's specifications. In the event Grantor does not relocate, encase the Improvements, and/or provide a new easement as required by this Subsection B within a reasonable period of time, not to exceed ninety (90) days after notice thereof from the District, then the District may do so, at Grantor's expense.

5. Indemnification of the District by Grantor. Grantor agrees, and hereby does, to the fullest extent permitted by law, indemnify and hold harmless the District, any directors, officers, employees and agents of the District, and any successors or assigns of the District, from any costs, expenses, damages, claims or demands incurred or asserted against the District as a result of, or arising out of, the exercise of Grantee's rights, or Grantor's warranties or covenants as set forth herein.

6. Governmental Immunity. Nothing contained in this Easement Agreement shall be construed to constitute a waiver by the District of the protections, defenses, and immunities, afforded under the Colorado Governmental Immunity Act or any statute superseding the Act, or the protections, defenses and immunities of the Colorado Constitution.

7. Miscellaneous.

A. Subjacent and Lateral Support. Grantor and the District shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor the District shall take any action that would impair the lateral or subjacent support for the Easement Property.

B. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Property and are to run with the land.

C. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, and exclusive jurisdiction

and venue for any action relating to this Agreement shall be with the District Court of El Paso County, Colorado.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both parties.

E. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Assignment. The District may assign or license all or a portion of its rights hereunder to another political subdivision of the State of Colorado, provided any assignee shall be bound by all terms and conditions set forth herein.

G. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

H. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

I. No Third-Party Beneficiary. The parties enter into this Agreement for the sole benefit of the parties, to the exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Agreement.

J. Recording. This Agreement shall be recorded by the District in the official records of the El Paso County Clerk and Recorder upon full execution.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date and year first above set forth.

GRANTOR:
Clarence E. Balser

By: Clarence E. Balser
Print Name: Clarence E. Balser

STATE OF COLORADO)
COUNTY OF El Paso)ss.

The foregoing instrument was acknowledged before me this 2 day October of 2026, by Clarence E. Balser.

Witness my hand and official seal.

My commission expires: Dec. 08, 2028

Joseph M. Robinson
Notary Public



GRANTOR:

The Phyllis M. Washington Revocable Trust

By: Phyllis M. Washington

Print Name and Title: Phyllis M. Washington Trustee

STATE OF COLORADO)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 2 day October of 2026, by Phyllis Washington, as Trustee of The Phyllis M. Washington Revocable Trust.

Witness my hand and official seal.

My commission expires: Dec. 08, 2029

Joseph M. Robinson
Notary Public



DISTRICT:

By: _____
Print Name and Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

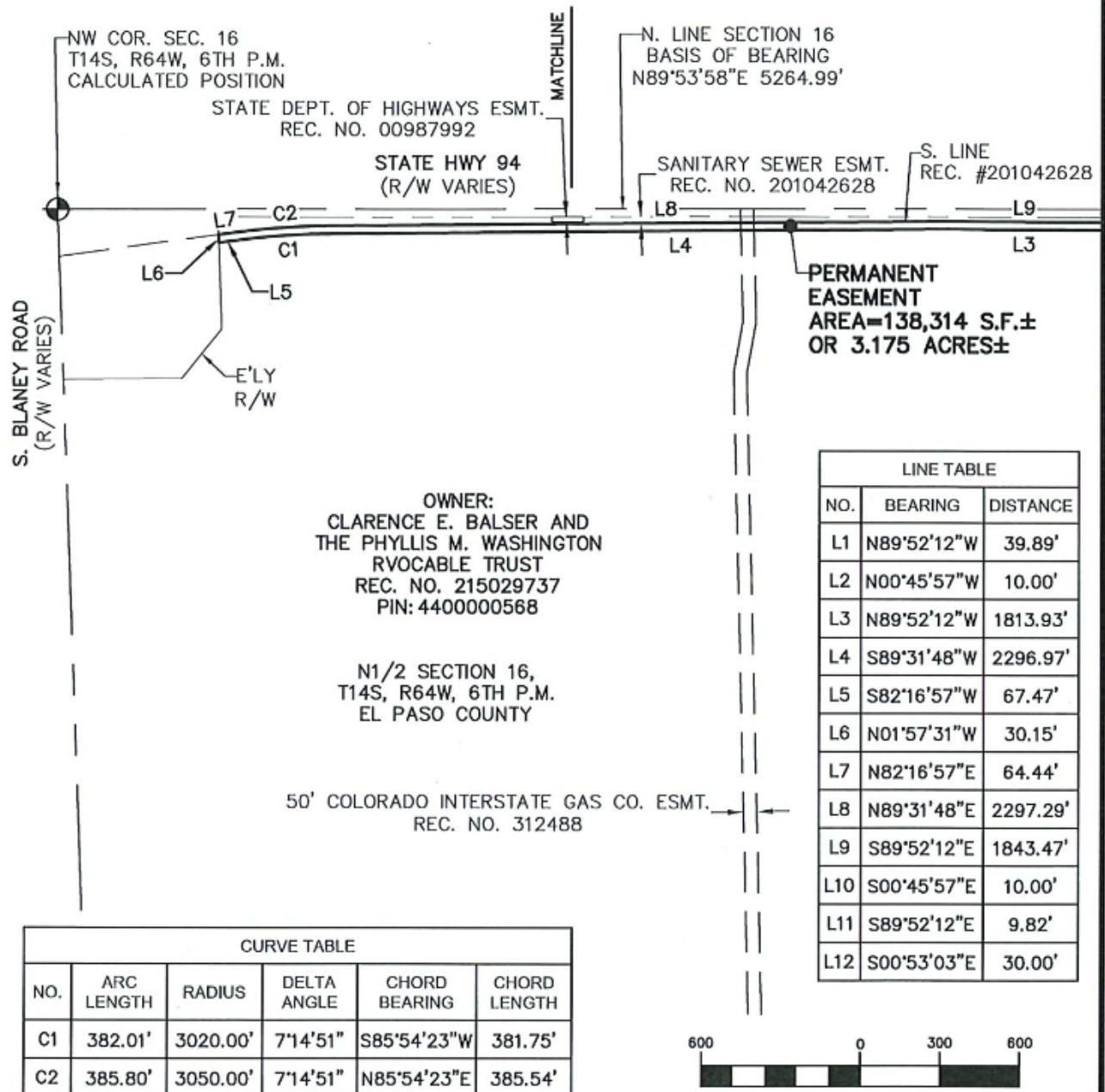
The foregoing instrument was acknowledged before me this ____ day _____ of
20____, by _____, as _____ of Cherokee
Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

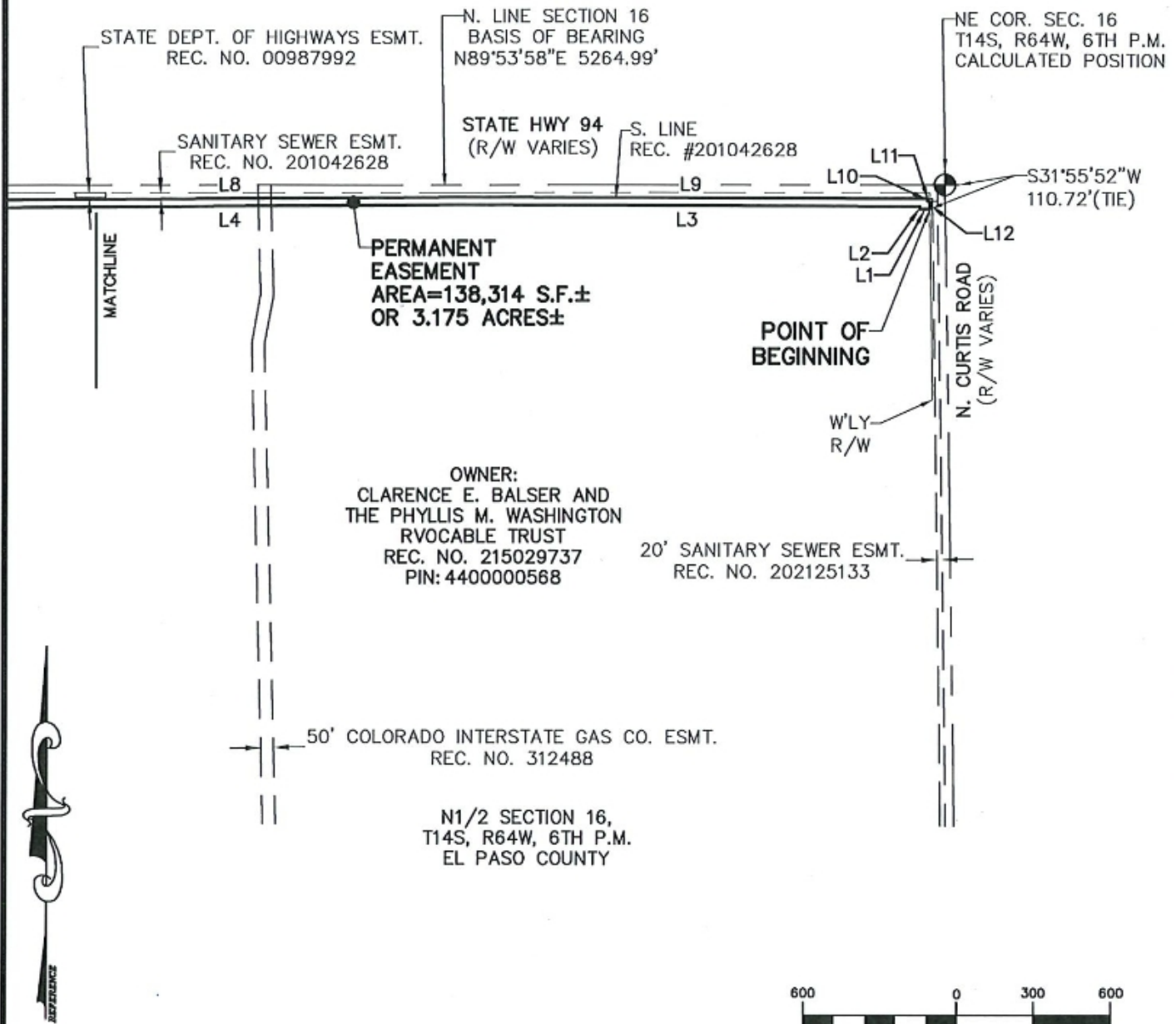
PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.N.
DATE: 09/02/26
SCALE: 1" = 600'

FILE: R13929
SHEET: 1 OF 3
W/O #:

**PERMANENT
EASEMENT**

EXHIBIT "A"



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.N.
DATE: 09/02/26
SCALE: 1" = 600'

FILE: R13929
SHEET: 2 OF 3
W/O #:

**PERMANENT
EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 215029737, FILED IN THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SECTION 16, ASSUMED TO BEAR N89°53'58"E A DISTANCE OF 5264.99 FEET FROM A CALCULATED POSITION AT THE NORTHWEST CORNER OF SAID SECTION 16 TO A CALCULATED POSITION AT THE NORTHEAST CORNER OF SAID SECTION 16;

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF N. CURTIS ROAD, SAID POINT BEARS S31°55'52"W A DISTANCE OF 110.72 FEET FROM SAID NORTHEAST CORNER;

THENCE N89°52'12"W A DISTANCE OF 39.89 FEET; THENCE N00°45'57"W A DISTANCE OF 10.00 FEET; THENCE N89°52'12"W A DISTANCE OF 1,813.93 FEET; THENCE S89°31'48"W A DISTANCE OF 2,296.97 FEET; THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 382.01 FEET, HAVING A RADIUS OF 3,020.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'51" AND A CHORD WHICH BEARS S85°54'23"W A DISTANCE OF 381.75 FEET; THENCE S82°16'57"W A DISTANCE OF 67.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF S. BLANEY ROAD; THENCE N01°57'31"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 30.15 FEET TO THE SOUTH LINE OF A SANITARY SEWER EASEMENT DESCRIBED AT RECEPTION NO. 201042628, FILED IN SAID CLERK AND RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES: 1.) THENCE N82°16'57"E A DISTANCE OF 64.44 FEET; 2.) THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 385.80 FEET, HAVING A RADIUS OF 3,050.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'51" AND A CHORD WHICH BEARS N85°54'23"E A DISTANCE OF 385.54 FEET; 3.) THENCE N89°31'48"E A DISTANCE OF 2,297.29 FEET; 4.) THENCE S89°52'12"E A DISTANCE OF 1,843.47 FEET TO THE WEST SIDE OF A SANITARY SEWER EASEMENT DESCRIBED AT RECEPTION NO. 202125133, FILED IN SAID CLERK AND RECORDER'S OFFICE; THENCE S00°45'57"E ALONG SAID WEST SIDE A DISTANCE OF 10.00 FEET TO THE SOUTH LINE OF SAID SANITARY SEWER EASEMENT; THENCE S89°52'12"E ALONG SAID SOUTH LINE A DISTANCE OF 9.82 FEET TO SAID WESTERLY RIGHT-OF-WAY; THENCE S00°53'03"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N89°04'03"W A DISTANCE OF 5207.11 FEET.

SAID PARCEL CONTAINS 138,314 SQUARE FEET OR 3.175 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


Christopher P. Juliana
NUMBER 31158
DATE 09/02/26
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
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DATE: 09/02/26
SCALE: 1" = 600'

FILE: R13929
SHEET: 3 OF 3
W/O #:

**PERMANENT
EASEMENT**

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is entered into this 2 day of October 2026 by and between: Clarence E. Balser, an individual, and The Phyllis M. Washington Revocable Trust, a trust with an address of 14375 Highway 94 Colorado Springs CO, 80929 ("Grantor") and the **Cherokee Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6250 Palmer Park Boulevard, Colorado Springs, CO 80915 (the "District"), grantee.

WHEREAS, the District needs to acquire a Temporary Construction Easement across certain real property owned by Grantor described and depicted in Exhibit A attached hereto and incorporated herein (the "TCE Area") for the purposes and as a necessary part of constructing public improvements as specified herein.

WHEREAS, Grantor is willing to grant, and the District is willing to accept a Temporary Construction Easement within the TCE Area for the purposes stated above, subject to the terms and provisions herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the District agree as follows:

1. Grantor hereby sells, grants and conveys to the District, its successors and assigns, and its officers, agents, employees, designees, contractors, guests, and invitees, and all those acting by or on behalf of the District, a Temporary Construction Easement in, on, over, under, across and through the TCE Area for the purpose of surveying, testing, sampling, grading, installing, constructing, reconstructing, replacing and/or removing water pipelines, manholes, fixtures, water and distribution lines, slope and related improvements and appurtenances (collectively the "Improvements") on Grantor's real property located in El Paso County, Colorado.
2. The District, its agents, contractors, successors, and permitted assigns, shall have and exercise the right of ingress and egress in, on, to, through, over, under, and across the TCE Area, and so much of Grantor's other adjacent property as may reasonably be necessary to access the TCE Area, for any purpose necessary for the construction of the Improvements.
3. The term of the Easement shall commence when the District, or its agent, gives written notice to Grantor at the address set forth above of the District's intent to commence construction ("Commencement Date") and shall continue for a term of twelve (12) months from the date of said written notice. In the event that the District requires additional time to complete the Improvements, the District may give notice to Grantor thirty (30) days prior to the expiration of the term that the District is extending the term of the Easement up to an additional six (6) months.

4. Upon completion of its activities, the District shall restore the TCE Area to as near a condition as it was in prior to the commencement of the District's activities as is reasonably practicable.
5. Grantor, for itself and its successors and assigns, reserves the right to use the TCE Area for any purpose which does not impair the District's rights granted herein. Notwithstanding the foregoing, Grantor, after execution of the Easement and throughout the term of the Easement, shall not construct, erect, place, install or permit any building, structure, or other above or below-ground improvement that may in any way interfere with the District's rights as set forth herein. In the event Grantor violates the provisions of the Easement, Grantor shall correct such violation immediately upon the receipt of written notice of such violation from the District and, in the event Grantor fails or refuses to correct such violation, the District may do so immediately at the sole expense of Grantor.
6. The parties hereto agree that neither has made nor authorized any agreement with respect to the TCE Area other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. Each party shall be entitled to all remedies at law or in equity for the enforcement of the Easement.
8. The benefits and burdens of the Easement are covenants that touch, concern, and run with the land and shall inure to the benefit of, and be binding on, the respective heirs, representatives, successors, and assigns of the Grantor and the District for the term of the Easement.
9. The Grantor warrants that it is the owner of the subject property in fee simple and has the authority to grant the Easement to the District.
10. The Easement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same Temporary Construction Easement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and the District have executed the Easement as of the date and year first above set forth.

GRANTOR:

Clarence E. Balser

By: Clarence E. Balser
Print Name: Clarence E. Balser

STATE OF COLORADO)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 2 day of october
2026, by Clarence E. Balser.

Witness my hand and official seal.
My commission expires: Dec. 08, 2029

Joseph M. Robinson
Notary Public



GRANTOR:

The Phyllis M. Washington Revocable Trust

By: Phyllis M. Washington
Print Name and Title: Phyllis M. Washington Trustee

STATE OF COLORADO)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 2 day of October
2026, by Phyllis Washington, as Trustee of The Phyllis M. Washington
Revocable Trust.

Witness my hand and official seal.

My commission expires: Dec. 08, 2029

Joseph M. Robinson
Notary Public



DISTRICT:

By: _____

Print Name and Title: _____

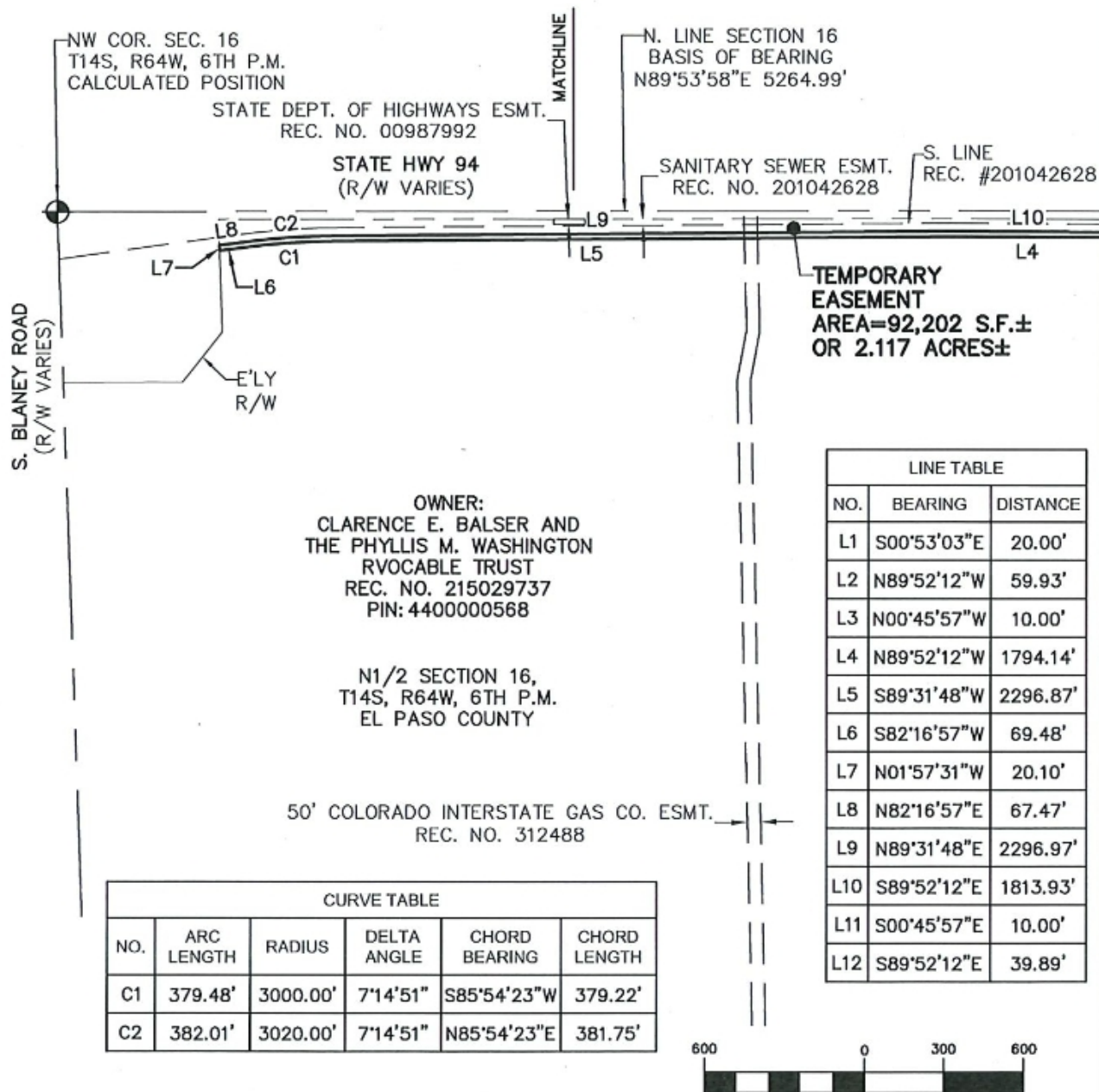
STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____, as _____ of Cherokee Metropolitan
District.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT "B"



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

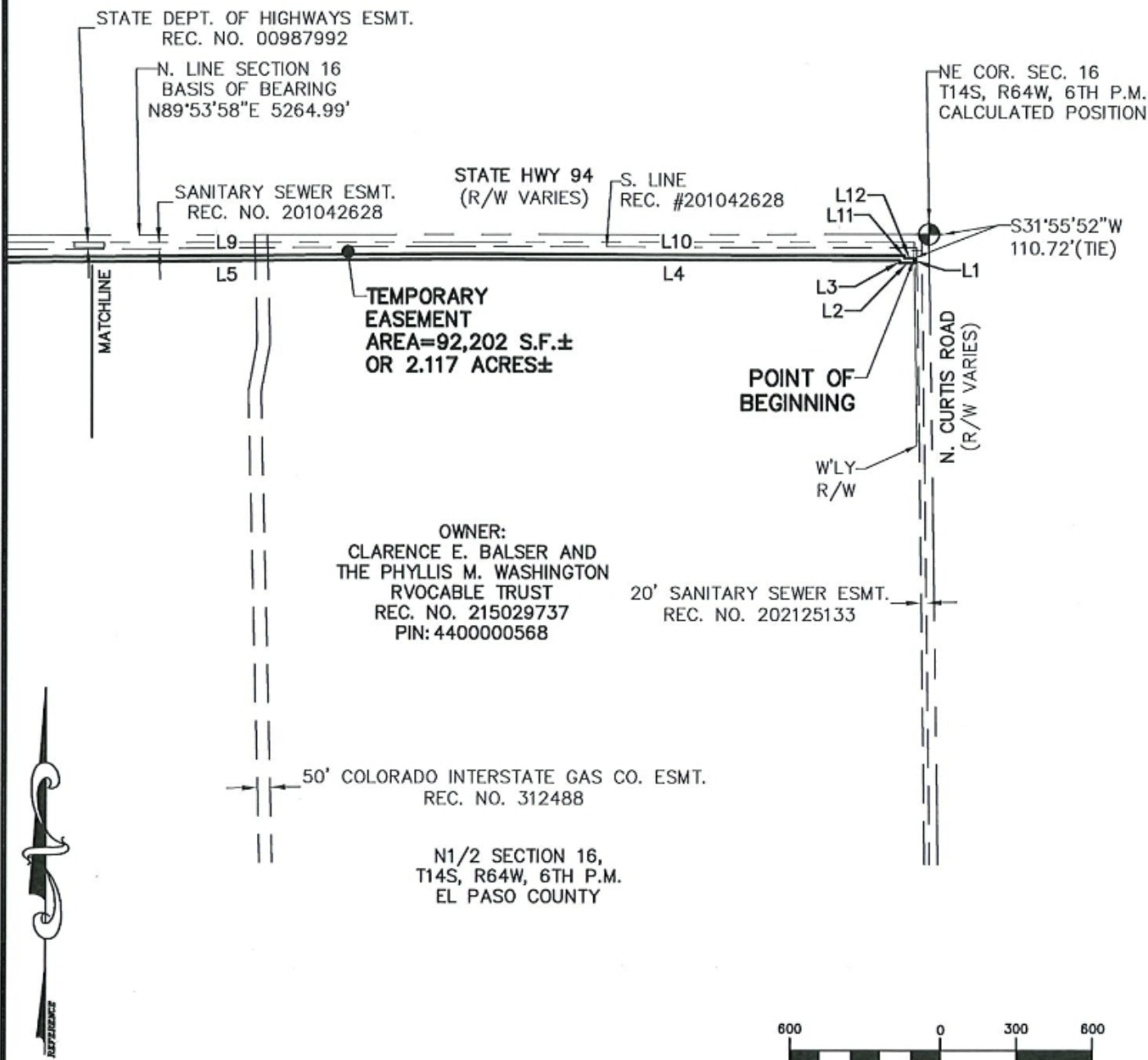
PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.N.
DATE: 09/02/26
SCALE: 1" = 600'

FILE: R13929
SHEET: 1 OF 3
W/O #:

**TEMPORARY
EASEMENT**

EXHIBIT "B"



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.N.

DATE: 09/02/26

SCALE: 1" = 600'

FILE: R13929

SHEET: 2 OF 3

W/O #:

**TEMPORARY
EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 215029737, FILED IN THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SECTION 16, ASSUMED TO BEAR N89°53'58"E A DISTANCE OF 5264.99 FEET FROM A CALCULATED POSITION AT THE NORTHWEST CORNER OF SAID SECTION 16 TO A CALCULATED POSITION AT THE NORTHEAST CORNER OF SAID SECTION 16;

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF N. CURTIS ROAD, SAID POINT BEARS S31°55'52"W A DISTANCE OF 110.72 FEET FROM SAID NORTHEAST CORNER;

THENCE S00°53'03"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE N89°52'12"W A DISTANCE OF 59.93 FEET; THENCE N00°45'57"W A DISTANCE OF 10.00 FEET; THENCE N89°52'12"W A DISTANCE OF 1,794.14 FEET; THENCE S89°31'48"W A DISTANCE OF 2,296.87 FEET; THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 379.48 FEET, HAVING A RADIUS OF 3,000.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'51" AND A CHORD WHICH BEARS S85°54'23"W A DISTANCE OF 379.22 FEET; THENCE S82°16'57"W A DISTANCE OF 69.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF S. BLANEY ROAD; THENCE N01°57'31"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 20.10 FEET; THENCE N82°16'57"E A DISTANCE OF 67.47 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 382.01 FEET, HAVING A RADIUS OF 3,020.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'51" AND A CHORD WHICH BEARS N85°54'23"E A DISTANCE OF 381.75 FEET; THENCE N89°31'48"E A DISTANCE OF 2,296.97 FEET; THENCE S89°52'12"E A DISTANCE OF 1,813.93 FEET; THENCE S00°45'57"E A DISTANCE OF 10.00 FEET; THENCE S89°52'12"E A DISTANCE OF 39.89 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N89°04'03"W A DISTANCE OF 5207.11 FEET.

SAID PARCEL CONTAINS 92,202 SQUARE FEET OR 2.117 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



CHRISTOPHER P. JULIAN, L.S. 31158 DATE 09/02/26
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.N.
DATE: 09/02/26
SCALE: 1" = 600'

FILE: R13929
SHEET: 3 OF 3
W/O #:

**TEMPORARY
EASEMENT**

WATER RIGHTS & ENTITLEMENTS AGREEMENT

THIS WATER RIGHTS & ENTITLEMENTS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between Harbor Lights Church, a Colorado nonprofit corporation ("Harbor Lights"), and the Cherokee Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, including by and through its Water Utility Enterprise ("Cherokee"). Harbor Lights and Cherokee are referenced in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS

A. Cherokee is a Colorado special district that provides water, sanitary sewer, and park and recreation facilities and services to properties within its boundaries and contractual service areas, including the Harbor Lights Property, as defined herein.

B. Harbor Lights formerly operated a nonprofit church and assembly, located at 2525 and 2535 Canada Drive, Colorado Springs, CO 80922, with a legal description of Lot 2, Living Waters Subdivision (the "Harbor Lights Property")

C. In approximately 2008, Cherokee was the subject of an adverse court ruling finding that Cherokee had a deficit of water rights available to serve current customers, and that any additional water secured by Cherokee must be utilized to cure such deficit prior to supporting future development or service.

D. Cherokee, along with certain landowners seeking to develop property within Cherokee's boundaries formed Cherokee Water, LLC, a limited liability company managed by Cherokee, but owned by its member developers, as a mechanism to secure water which could support additional development, paid for by such developers, but so as not to surrender such water to the court-identified deficit, to the developers' detriment.

E. In 2008, Harbor Lights, anticipating a commercial subdivision on a portion of the Harbor Lights Property, invested in Cherokee Water, LLC to secure water rights to support such development. Harbor Lights invested \$177,072.00 in Cherokee Water, LLC to acquire 10.5 annual acre feet of water supply through the Kane No. 1 water right (the "Harbor Lights Interest"), evidenced by Harbor Lights' Certificate of Ownership in Cherokee Water, LLC, a copy of which is attached hereto as **Exhibit A**.

F. Due to economic hardships for the developers, and significant improvements in Cherokee's financial and water portfolio condition, Cherokee worked with the membership of Cherokee Water, LLC to dissolve Cherokee Water, LLC and transfer ownership of the water owned by Cherokee Water LLC to Cherokee in approximately 2021. However, the Harbor Lights Interest was not addressed as part of the dissolution process because Cherokee at such time had no record of Harbor Lights' membership.

G. Harbor Lights sold a portion of the Harbor Lights Property to the James Irwin Elementary School, and sold the remaining portion containing a single family home to another purchaser. The Harbor Lights Interest purchased are no longer needed and cannot be utilized by Harbor Lights on the Harbor Lights Property.

H. Developers seeking water entitlements within Cherokee must either (1) bring Cherokee water and water rights satisfactory to Cherokee in the quantities necessary to support development; or (2) pay the current in-lieu-of-water fee (a/k/a "Water Development Fee") in the amount of \$6,300 for each 0.75 inch residential water tap, an equivalent of approximately \$21,000 per acre foot of anticipated demand, as a condition of service.

I. Cherokee and Harbor Lights seek to resolve the disposition of the Harbor Lights Interest, by facilitating Harbor Lights' transfer of such interest to other developers and water users within Cherokee who may require such interest, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Cherokee agrees that the Harbor Lights Interest is no longer tied to the Harbor Lights Property, and the Harbor Lights Interest may be sold to other developers seeking to develop within Cherokee, subject to approval by Cherokee in Cherokee's sole discretion, which approval shall not be unreasonably withheld.

2. The Harbor Lights Interest, representing 10.5 acre feet of development entitlements, shall be made available in the form of a Water Development Fee offset(s) for purchase by developers who would otherwise be required to pay a Water Development Fee to Cherokee. Harbor Lights shall not sell the Harbor Lights Interest at a rate exceeding \$17,850 per acre foot, which is equivalent to 85% of Cherokee's currently-applicable Water Development Fee. Accordingly, the total Harbor Lights' Interest that may be sold to developers will be in Water Development Fee offsets in the total amount of \$187,425 (\$17,850 per acre-foot x 10.5 acre-feet). Harbor Lights may sell the Harbor Lights Interest in whole or in part to one or more developers, subject to the terms and conditions of this Agreement.

3. The Harbor Lights Interest may only be sold for use on properties currently within Cherokee's included boundaries, or such properties which Cherokee may elect to include, or in Cherokee's reasonable discretion and with Cherokee's prior written approval, properties which may obtain Cherokee water services through an outside services agreement. Cherokee shall in no instance have any responsibility for design, engineering, construction or financing of any infrastructure necessary to provide water service to any property(ies) whose developers seek to acquire the Harbor Lights Interest. The eligibility of any non-included property to purchase all or

a portion of the Harbor Lights Interest shall be within Cherokee's reasonable discretion and subject to Cherokee's prior approval.

4. Harbor Lights' sale of the Harbor Lights Interest shall occur within five (5) years of the date of this Agreement. Cherokee shall extend this deadline if a project using the Harbor Lights Interest has started construction within the 5-year deadline, but has not fully used the Water Development Fee offsets. An extension shall be commensurate with the reasonable timeframe to finish using the Water Development Fee offsets for said project, as determined in the sole discretion of Cherokee. Absent any such extension, or otherwise at the expiration of said extension, the Harbor Lights Interest shall terminate automatically without any further action by either Party.

5. Cherokee shall cooperate with Harbor Lights in good faith to direct developer(s) seeking entitlements for water service from Cherokee to Harbor Lights for potential purchase of all or a portion of the Harbor Lights Interest until such time as all of the Harbor Lights Interest has been sold, or this Agreement expires of its own terms, whichever shall occur earliest. Cherokee and Harbor Lights shall cooperate in good faith on an agreement with said developer(s) as to the procedure for redemption and remittance of Harbor Lights Interest so purchased.

6. Harbor Lights and Cherokee shall cooperate in documenting the sale(s) of the Harbor Lights Interest, and portions thereof, in the manner Cherokee may reasonably specify until such time as all of the Harbor Lights Interest has been sold by Harbor Lights, or this Agreement expires of its own terms, whichever shall occur earliest.

7. Default and Remedies. A Party shall be in default of this Agreement upon failure to comply with any provisions of this Agreement without cure of such failure within ten (10) days after written notice thereof. In the case of a breach which cannot be cured within a period of thirty (30) days, the nonperforming Party shall have such additional time, not to exceed sixty (60) days, to cure the same, provided that the nonperforming Party proceeds promptly and with diligence to cure such breach after receipt of said notice. In the event of an uncured default, the non-defaulting Party shall be entitled to proceed with the remedies available to it under Colorado law.

8. Cooperation. The Parties agree to cooperate with each other in good faith in the performance of their other obligations and requirements under this Agreement and to fulfill the intent and purposes of this Agreement.

9. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter covered herein and the Harbor Lights Interest. All negotiations, considerations, representations, agreements and understandings between the Parties are incorporated and merged herein. This Agreement may be modified or altered only by the Parties' written agreement.

10. Full Satisfaction, Release and Waiver. Harbor Lights agrees that the Harbor Lights

Interest and the rights provided herein represent a full and complete satisfaction of any and all interests Harbor Lights may claim, and Harbor Lights therefore fully releases, waives and discharges Cherokee and Cherokee Water, LLC and their respective agents, employees, employers, successors, assigns, principals, subsidiaries, members, officers, and directors, from all claims, known and unknown, in law and in equity, that could have been brought in any legal action related to prior rights and/or agreements, including, but not limited to, all claims for relief, damages, attorney fees, costs, relating in any way to Cherokee Water, LLC or the Kane No. 1 water right.

10. Assignability. This Agreement may not be assigned by Harbor Lights without Cherokee's prior written consent, which consent may be withheld in Cherokee's reasonable discretion.

11. Authority. All Parties represent and warrant that they have the full power and authority to enter into and perform this Agreement, that such execution and performance is not a breach of any agreement to which they are a party, and that this Agreement constitutes their valid and binding obligations enforceable in accordance with its terms.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Proper venue for any action regarding this Agreement shall be in El Paso County, Colorado.

13. No Waiver of Governmental Immunity. This Agreement and all provisions hereof shall not be construed as a waiver by Cherokee of any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*.

14. Severability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement so long as the primary purpose(s) of this Agreement remain effectuated thereby.

15. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties hereto as well as their respective personal representatives, employees, agents, elected officials, heirs, successors, and assigns.

This Agreement is executed as of the date and year set forth above.

CHEROKEE METROPOLITAN DISTRICT

HARBOR LIGHTS CHURCH

By: _____
Daniel Wall, President

Tina Serfoss, Manager

EXHIBIT A
Harbor Lights' Certificate of Ownership
attached

**CHEROKEE METROPOLITAN DISTRICT
RESOLUTION 2026-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CHEROKEE
METROPOLITAN DISTRICT CONSOLIDATING COLOTRUST ACCOUNTS**

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

WHEREAS, Section 32-1-1001(h), C.R.S., empowers the Board of Directors of the District (the “Board”) to manage, control and supervise the business and affairs of the District; and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, it is necessary for the District to manage its funds through appropriate accounts with banking institutions; and

WHEREAS, the District currently utilizes COLOTRUST, a statutory trust organized and existing under the laws of the state of Colorado intended solely for use by Colorado local governments. COLOTRUST provides local governments with a convenient method for investing in high-quality, short to medium term securities chosen to provide for safety and liquidity while prioritizing interest earnings; and

WHEREAS, the District currently has eight accounts with COLOTRUST; and

WHEREAS, four of the COLOTRUST accounts were created by previous Boards, apparently to fund specific capital projects and are identified as follows:

- a. ColoTrust WWTF Reserve (7026) (Opened before December 2011)
 - b. ColoTrust 5% Construction Fund (7026) (Opened before December 2011)
 - c. ColoTrust 7% Capital Reserve (7030) (Opened February 2018)
 - d. ColoTrust Water Capital (7031) (Opened October 2019)
- (collectively, the “Board-Designated Accounts”); and

WHEREAS, the Board-Designated Accounts have not been used for any project in the last 10 years and have continued to accumulate funds; and

WHEREAS, the Board desires to consolidate the Board-Designated Accounts into one COLOTRUST account.

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

1. COLOTRUST Accounts. The District currently maintains the appropriate and necessary investment accounts with COLOTRUST, Colorado.

2. Account Consolidation. The Board hereby directs that the Board-Designated Accounts be consolidated into one unrestricted COLOTRUST account entitled “Water Treatment Facility Account” to be used for the District’s water treatment facility capital project.

3. Cancellation of Automatic Transfers. All automatic transfers currently in place with the Board-Designated Accounts are directed to be cancelled immediately.

4. Short Term Certificates of Deposit. The Board directs staff to utilize COLOTRUST’s short term Certificates of Deposit program to maximize the amount of interest earned on funds being held in the Water Treatment Facility Account until needed.

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

ADOPTED this 20th day of October, 2026.

CHEROKEE METROPOLITAN DISTRICT

By: _____
Danial Wall, President

ATTEST

Jeff Bandy, Secretary

Moltz Construction, Inc.



PROPOSED CHANGE ORDER	003	ROUTING	DATE SENT	DATE RECEIVED
OWNER: Cherokee Metro District		Contractor/ Owner	10/15/206	
PROJECT: Bioreactor Covers Design Build Project		Engineer/ Owner		
CONTRACTOR / SUBCONTRACTOR: Moltz Construction		REQUESTED RESPONSE DATE	October 26, 2026	
Construction Package or Proposal #: n/a				

CONTRACTOR REQUEST

The following changes to the contract are being considered:

This change order is to change the contract substantial completion date from November, 2nd 2026 to December, 18th 2026.

☒ This change is associated with a Work Change Directive (WCD), Proposal Request (PR) or Change Order (CO)
☐ Have submitted quotation for performing change
☐ Other: _____

Requested Change Value: _____

Requested Additional Contract Time _____ days

	Costs (Dollars)	Time (Days)
☒ Add	\$0.00	46
☐ Deduct	_____	_____

Submitted by: _____

Approved by: _____

Date: _____

Date: _____

NOTES:



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-1721

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

General Manager's Report

October 16, 2026

Prepared for the CMD October 20, 2026 Board Meeting

Table of Contents

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Major Policy Changes	9

Summary

The start of autumn brought lower temperatures, some moisture, and a steep drop in water demand. Though it will be a few more weeks until sprinklers are blown out in the parks and on the golf course, the lower temperatures and evaporation have given the teams and equipment a much-needed break. It is also budget season and I delivered the draft budget on October 15. The budget represents a worst case scenario where the entire PFAS treatment facility must be funded through CMD-issued debt. Overall cost escalation is slightly higher than the 2026 vs 2025 budgets but remains close to historic norms.

Unfortunately October also brought the departure of two key personnel. Joshua Watkins is departing from Cherokee after more than five years as the wastewater manager. In his tenure he oversaw the construction and commissioning of the TDS treatment upgrades, construction of the new lift station 1, major improvements to the treatment process, and a complete overhaul of CMD's processes. Most importantly, he developed the WRF team into a deep group of talented operators who successfully operate the most advanced wastewater treatment plant in Colorado. He leaves huge shoes to fill but Adam Keeney, collections lead, has stepped up to run the wastewater department in the interim.

Andrew Jones, Cherokee's controls engineer left after eleven months to work for a consulting firm in Douglas County. He picked up a number of difficult projects from CMD's

previous control engineer, Noah Vogel and saw them to completion. He also helped improve coordination on electrical and controls projects and answered many after hours calls. He also coordinated with our partners at the Colorado National Guard to develop a mesh network solution to the chronic SCADA radio connectivity issues in the wellfield which may be eligible for Federal funding. He left before a replacement could be found but between a contracted support team, our controls technician, and experience on the operations team, the system will continue to function.

PFAS Treatment Facility Financing

In this month's Board meeting, I will present the current thinking regarding PFAS treatment facility financing options. Though the budget shows all of the funding coming from CMD debt, this is the worst-case scenario. There are grants and low-interest loans available which may cover some or all the cost but they are both competitive and not guaranteed.

The first type of grant is Emerging Contaminants for Small and Disadvantaged Communities (EC-SDC) program which was the initial reason the project was federalized during planning. CMD is already receiving design funds from this EPA-funded program administered by Colorado but applications for \$9 million in construction funding close in January with results in April. This funding can be applied for again in 2028 for another up to \$9 million. While CMD is well-placed to be awarded these grants, they depend on continued federal investment into PFAS treatment across the country.

The next category of grants are a family of grants from the Department of War for improving infrastructure that feeds military installations. The focus for these grants and CMD has been on the Ellicott Pipeline but improvements to the treatment system upstream from Schriever may be eligible for consideration. Awards from these programs are far less likely than the EC-SDC grants but caps are higher and there are multiple opportunities to pursue.

The final federal grant category is congressional direct spending. This is funding added to a federal appropriations bill by a local congressman or senator. This is the most uncertain federal funding avenue but I hope that the combination of serving a military base and providing construction jobs for an innovative project can convince lawmakers to consider this project.

Regardless of final grant awards, the CMD team is pursuing statewide revolving fund loans. These loans are issued by the Colorado Water and Power Development Authority (CWRPDA) and are often carry interest rates 1.5 to 2 percentage points lower than bonds CMD can issue on its own. These loans have a lengthy approval process but the savings can add up to millions of dollars over the life of the loan. CWRPDA only has a limited

amount of money to offer each year and disadvantaged communities always have the highest priority. They are prioritizing PFAS treatment projects but the final amount of low-interest financing available isn't known until after the application process.

Regardless of how many federal grants and loans the project receives, CMD will have to rely on some amount of CMD-issued bonds. This is the most expensive financing option but it doesn't depend on application approvals and has no cap aside from Cherokee's total debt capacity. At an A+ debt rating, there is significant capacity available but excessive debt may reduce CMD's overall credit rating. The bond market is having record volatility at the moment but 10-year A+ municipal bond rates are hovering around 4.5% and 30-year rates are just above 5.5% as of writing. Even if market conditions improve, avoiding as much CMD-issued debt as possible will reduce long-term bond payments and leave more debt capacity available to respond to future needs.

Electrical Safety Program

I've discussed Cherokee's safety program in a few reports but this month I wanted to speak a bit to the electrical safety program. Electrical work is the most dangerous work CMD operators regularly do and in the past few years the District has made significant improvements in electrical safety.

The greatest improvement was instituting a formal qualified electrical worker program. This program only allows operators who have taken electrical training to troubleshoot or diagnose electrical problems. This program authorizes a larger number of operators to perform light electrical work on deenergized systems with only a few classes. It also designates a smaller group who have undergone more training and have more PPE to work on energized systems. Both groups must report any electrical work to the controls engineer and safety coordinator.

Following an electrical incident last year, it was discovered that Well 1 and Well 2 were wired in a "delta" configuration instead of the modern "Y" configuration. Both wells were disconnected from utility power until the upgrades could be made by an outside electrician. Well 1 was only reactivated in September of this year.

These have been important steps but there is always room to improve. Perhaps the most urgent is an arc-flash labelling study for the water side of the system. The wastewater side of the system had this study completed in 2024 but the water side still needs to be completed. Past control engineers have sought bids but a comprehensive system study has not been scoped. This is a high priority for the safety coordinator and future controls engineer.

The current qualified electrical worker program was only started recently and still needs refinement. As more operators take the training to become qualified, the types of tasks that require a tier 1 and tier 2 worker, as well as those that require prior authorization will become better defined. The objective will always be to provide the training and tools to ensure that CMD staff can safely work on electrical equipment to keep the water and wastewater systems functioning.

CHFD Headquarters Building Acquisition

October 16 marks the end of Cherokee's due diligence activities in the Cimarron Hills Fire Department headquarters property purchase contract. The title review did not reveal any concerns with the properties. The building inspection didn't yield any major concerns with the structure but there were some cosmetic and ADA issues that can be repaired without major time and expense. The environmental assessment was completed last and did not find any issues with the site.

Based on the findings of these reviews, CMD has not raised any concerns with due diligence and the closing will proceed as planned. The CHFD requested the closing date be pushed back within the limits of the contract and the parties agreed to set the closing on November 24th. If the closing date is pushed past November 30th, it will require the approval of both Boards.

2027 Election

It's hard to believe that we are only seven months away from the next CMD Board election. Directors Wall, Letriz, and Atkinson will be up for re-election. The former two will be running for four year terms and Director Atkinson will be running for the final two years of his term. The election will be on May 4, 2027 and the deadline for self-nomination forms is February 26, 2027.

Despite his new job with the City of Colorado Springs, Wayne Williams is interested in administering CMD's next election and provided a cost estimate for the budget. He will attend the November or December Board meeting to provide an overview of the mail ballot election process.

Drought and Water Usage Update

The record high water use observed for most of the summer dropped significantly in September. Consumption was still above the 10-year average but lower than any month since April. Well management has been based on the assumption that all months would set records so lower water use means there is greater flexibility to manage wells through the end of the year.

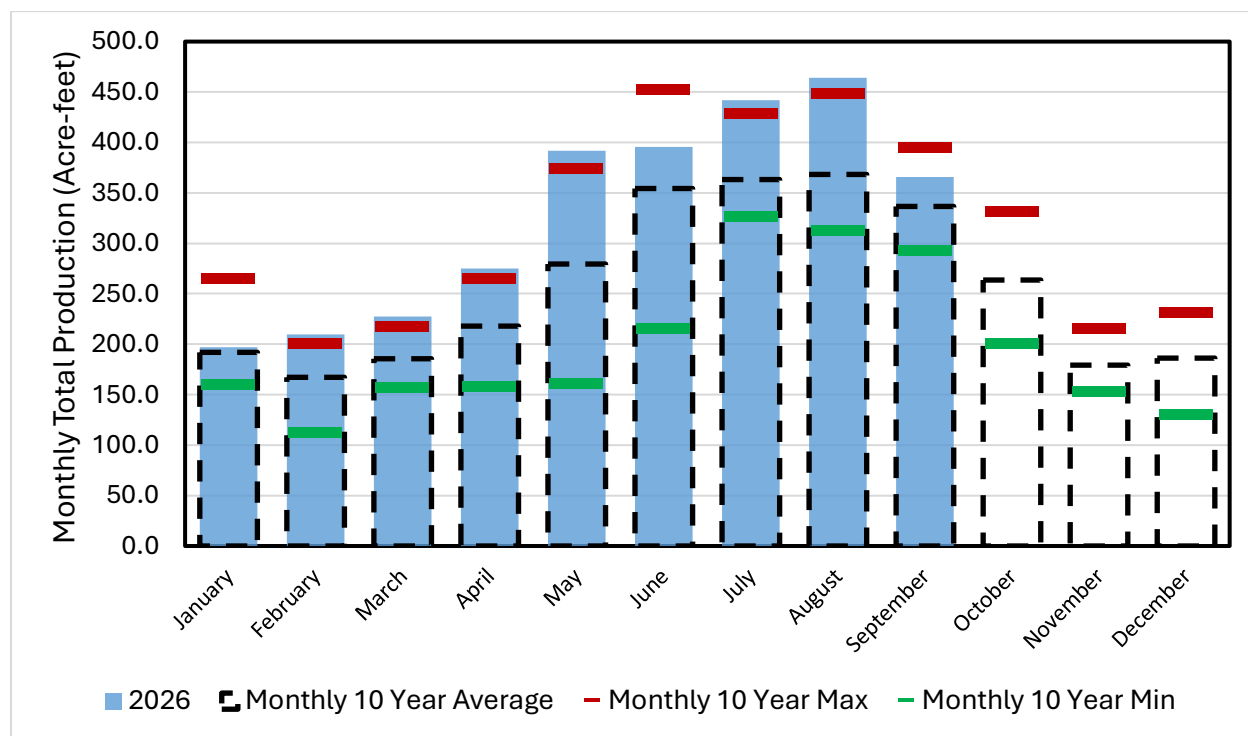


Figure 1: 2026 monthly water production compared to 10-year average (2016-2025), maximum, and minimum production.

Major External Meetings

Flying Horse Development

On October 5th, I met with the Flying Horse team to discuss future water service and the Ellicott water line easement across Flying Horse East property. I discussed that water service would be a competitive application process to begin when the water service expansion moratorium is lifted. While the criteria are still in development, I disclosed that the focus of the criteria would be low long-term costs and minimizing impact on existing customers.

The Flying Horse team received the final offer for the Ellicott pipeline easements on their property. Negotiations are still ongoing and must be kept separate from inclusion discussions. The Flying Horse East team intends to apply for inclusion once the request for applications is issued and understands that their project may be somewhat smaller than initially planned.

One LaPlata/Karman Line

On October 8th, I met with representatives from Karman Line to provide a similar update to the Flying Horse Team. The Karman Line project is still ongoing and similarly is waiting on water availability before proceeding further. They intend to apply once the process is open and similar to FHE understand that the project may be smaller than they initially envisioned.

Major Projects

PFAS Treatment Project

The AE2S team delivered the PFAS Treatment Facility 60% design drawings and a review meeting is scheduled for October 20th. This will be the first review meeting the CMAR Contractor team has been fully involved in and they are already working on comments and value engineering ideas. The 90% drawings are scheduled for December but there may be some early procurement of long lead time items before then. Mountain View Electric has confirmed that they can meet the load demands at the site and they may be ready to sign an agreement to construct their components of the project before the rest of it gets underway.

The pipeline side of the project is progressing as well and the first pipe crossing under Highway 94 may be ready for construction as soon as next spring even if the rest of the pipeline needs more time for easements and subsurface utility investigation. This would allow startup and testing of the facility to begin at any time even if the pipeline from the facility to the rest of the District is still under construction.

This week the AE2S team submitted the 1041 application to El Paso County. Even with abbreviated requirements, this was a major undertaking and will start multiple rounds of County review. The AE2S team also submitted the project needs assessment to CDPHE as part of the requirements of the current design grant. This submittal and subsequent review will be important for future grant applications as well.

Tank 5

Construction on Tank 5 has finally begun. City council granted final approval and the easement documents are in place. The general contractor will begin site piping and grading over the winter with tank construction next spring. Substantial completion is scheduled for May 2027 with final completion following a few months later. The regulatory delays have been costly but once the new tank is online, tank 3 will be available for a drained, comprehensive inspection. Hopefully it only needs sandblasting and recoating to extend life by decades but if structural rehabilitation is needed, there will be time to plan for it in the coming years without worrying about losing flow with the tank offline.

Rate Study

The rate study team has received all requested data and are processing it. We hope to have their initial results in the next month and a discussion with the Board at the November meeting.

Bioreactor Covers

The cover manufacturer delivery delays discussed last month have continued. This and a misplaced beam have led to a no cost contract extension into December. Even with these delays, bioreactor 1's covers are complete and function as intended.

Rapid Infiltration Basins (RIBs)

DWIRE is preparing to place trenches in RIB 1 which will make it the last RIB to have trenches added to improve infiltration. This capital item has consumed time, energy, and funds since 2022 but major modifications should be complete for the at least the next few years. DWIRE or another earthmoving company will need to continue scraping the top layers of the basins and adding fresh material each year. This maintenance has been moved to the O&M line items for future years rather than capital.

Major Policy Changes

Succession

The most significant policy change this month was the naming of an interim Operator in Responsible Charge and Wastewater Manager to replace Joshua Watkins. Adam Keeney has served as the collections lead for the past few years and holds the licenses necessary to manage Cherokee's wastewater system. He has huge shoes to fill but he has grown tremendously since starting at Cherokee and I'm excited to see him step up and develop his leadership skills.

There isn't an immediate replacement for the controls system engineer. The controls system technician will be invaluable to keeping systems running until we can hire a new engineer but we've also brought on InflexionPoint, a contractor, to provide on-call SCADA services. Several of their key personnel have worked with CMD systems before and if their performance during this period is good, they could be retained for some on-call services to reduce the load on the SCADA team.



CHEROKEE METROPOLITAN DISTRICT
6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842
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Water and Systems Specialists Report for October

October 15, 2026

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

- **PFAS Design** – We are progressing along the schedule nicely. At this point in the process, Operations' role is data collection, performing system tests, and providing advisory feedback to the AE2S and PCL teams.
- **PFAS Pipeline Redirection** – We are operating in a support role to Engineering at this point in the process.
- **Tamlin Tank overflow** – On October 3rd around 9:30am, we received a call about water 'escaping the tank on Marksheffle.' The high-level alarm system did not catch the tank being full and the water was leaving the tank through the engineered overflow system as designed. My on-call operator and I stopped the overflow and over the next several days we coordinated with the City and Kraemer Construction (the company working on Marsheffle improvements) to remediate the mud flushed onto Marksheffle in the process. Our controls team identified the alarm issue, corrected it, and implemented the correction across all of our storage tanks as a precaution. The State did not have further actions for us to take, and at this time the issue and root causes have been resolved. We estimate a maximum discharge of 264,000 gallons from the tank.
- **Well 1 and 2 electrical upgrades** – After the Well 1 arc flash incident on December 12, 2025, one of the identified vulnerabilities was the outdated electrical configuration inside some of our oldest wells. Bringing them to code required reengineering of the electrical systems. On October 9th, we completed the required upgrades of Wells 1 and 2, which are now back in production and working well.
- **Well 11 and 12 VFD upgrades** – As part of our ongoing initiative to improve our options to deliver water to the district, we planned the upgrading of wells 11 and 12 from 'soft start' systems to Variable Frequency Drive (VFD) systems in the FY26 capital budget. A soft start well will only run at a set rate, but a VFD allows us more precise control over the flow rate. This allows us to more closely match the demand from the District and prolongs the number of days with can run each well throughout the year. With the hottest part of 2026 over, we have begun this upgrade and anticipate completion by the end of the year.
- **Qualified Electrical Worker Training** – Another identified vulnerability of the Well 1 arc flash incident was a lack of formal electrical training program for our employees who routinely work with such a critical and dangerous part of the system. In coordination with our Safety Officer, a curriculum was developed and we partnered with third-party trainers to make sure our operators had the tools and training they need. As I'm writing this, our last major training just completed. Across Water, Wastewater, Controls, and the System Specialists, we will be able to increase the number of qualified workers from four to ten. The larger number of qualified specialists helps spread the workload per specialist, reducing fatigue/stress and the likelihood of incidents/accidents. It's a big win for the District.

Line Breaks

- On October 5th at 8am, the curb valve at 6817 Mission broke. While normally an easy repair using our line freeze kit, the kit failed resulting in a brief outage of a dozen homes along Mission. Service was restored by noon.
- On October 6th at 2:20pm, we had the service line at 1247 Cree break. The team deployed swiftly and completed the repair at 6pm. Two four-plexes were affected.
- On October 7th at 12:30am, we had a main break at 1120 Hathaway. This was a hard to locate break, compounded by early morning traffic near Hathaway and Galley. Ten homes were without water service and for the safety of the team we had to close Hathaway from Atoka to Galley. Service was restored at 12:54pm.

Thank you,

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



October 2026 Engineer's Board Report

System Improvement Projects

Water Supply

- PFAS Treatment Facility Design / CMAR –60% design review workshop set for October 22nd. Finalizing 1041 documentation and submitting to County.
 - CMAR to provide 60% cost estimate and updated Value Engineering options for District evaluation.
- Pipeline Design for Connection to PFAS – Design is progressing. Right of entry for some parcels is needed before survey and environmental work can be completed. Traffic control for open cut option across SH94 being evaluated as a cost saving option.
- Replacement Plan Wells – Draft request for proposal of design and permitting is completed. RFP is planned to post on BidNet by end of year pending Meridian Metro District comments. Construction of first phase replacement wells anticipated to be Fall of 2027, possibly beginning of 2028 pending permitting process.
- Well 22, Albrecht –Legal descriptions for updated easements have been received.
- Poleson Well Purchase and On-boarding – Water decree for water right has been approved. 72 AFY brought into CMD water portfolio. Export and release of lien on the water right have been approved. A new well will need to be constructed for this water right.

Water Distribution

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

Wastewater Collections

- Lift Station 1 Additions (LS1B) – Contractor is preparing final invoice and updated CO for cost sharing.
- Terminal Lift Station – Review workshop held. Kinley-Horn making updates.

October 2026 Engineer's Board Report

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 – South basin nearing completing and work shifting to north basin. No cost time extension submitted for board approval to account for delays from manufacturer.

SCADA

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



CHEROKEE METROPOLITAN DISTRICT

MEMORANDUM

To: Cherokee Metropolitan District Board of Directors

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

Cc: Kevin Brown, General Manager

Re: Monthly Parks Report

Date: October 2026

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

Parks Personnel

Lecil Ross, Gabriella Rivera, Aiden Kondly, Kenneth Ritchie

- General Park Maintenance (e.g. mowing, trimming, trash policing)
- Ball field and Pavilion reservations as scheduled
- Springside entrance at Claremont ranch irrigation restored and adjusted/replaced heads for maximum coverage
- Eastridge Pavilion gutter downspout replaced due to vandalism
- Paint over graffiti at Eastridge Pavilion
- Playground mulch added at Fredericksburg Park around playset
- Camera access at Eastridge Pavilion and south parking lot
- Two repairs to irrigation main line at Eastridge Park
- Kubota Z-turn mower: Replaced V-Belt for PTO/Mower deck and Side chute
- Replaced broken split rail post at south Eastridge parking lot

- Clear overgrown fenceline at Westridge park of brush and Virginia creeper and cut down two elms on fenceline
- Signs replaced (Gabby R, Aiden K)
 - Dogs must be on leash, it's the law: Eastridge Ballfield
 - No motorized vehicles: Disc Golf
 - No motorized vehicles, No dumping: Capital/Bucolo long easement
 - Eastridge Park (Main Sign): Eastridge (corner of Shawnee dr. and Palmer Park blvd)



CHEROKEE METROPOLITAN DISTRICT

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September Billing and Customer Service

New customers:

Owners: 81

Renters: 48

Vacant: 16

Total: 145

Collected Fees:

Connection Fees: \$450

NSF Fees: \$800

Reconnect Fees: \$2,570

Trip Fees: \$500

Late Fees: \$7,050

Net Fees Collected: \$11,370

Leak Credits Given:

Total: \$8,967.74

InvoiceCloud Update:

Paperless Customers: 4,672

AutoPay Customers: 3,304

Heather Goldsberry
Billing Supervisor



Greetings Team!

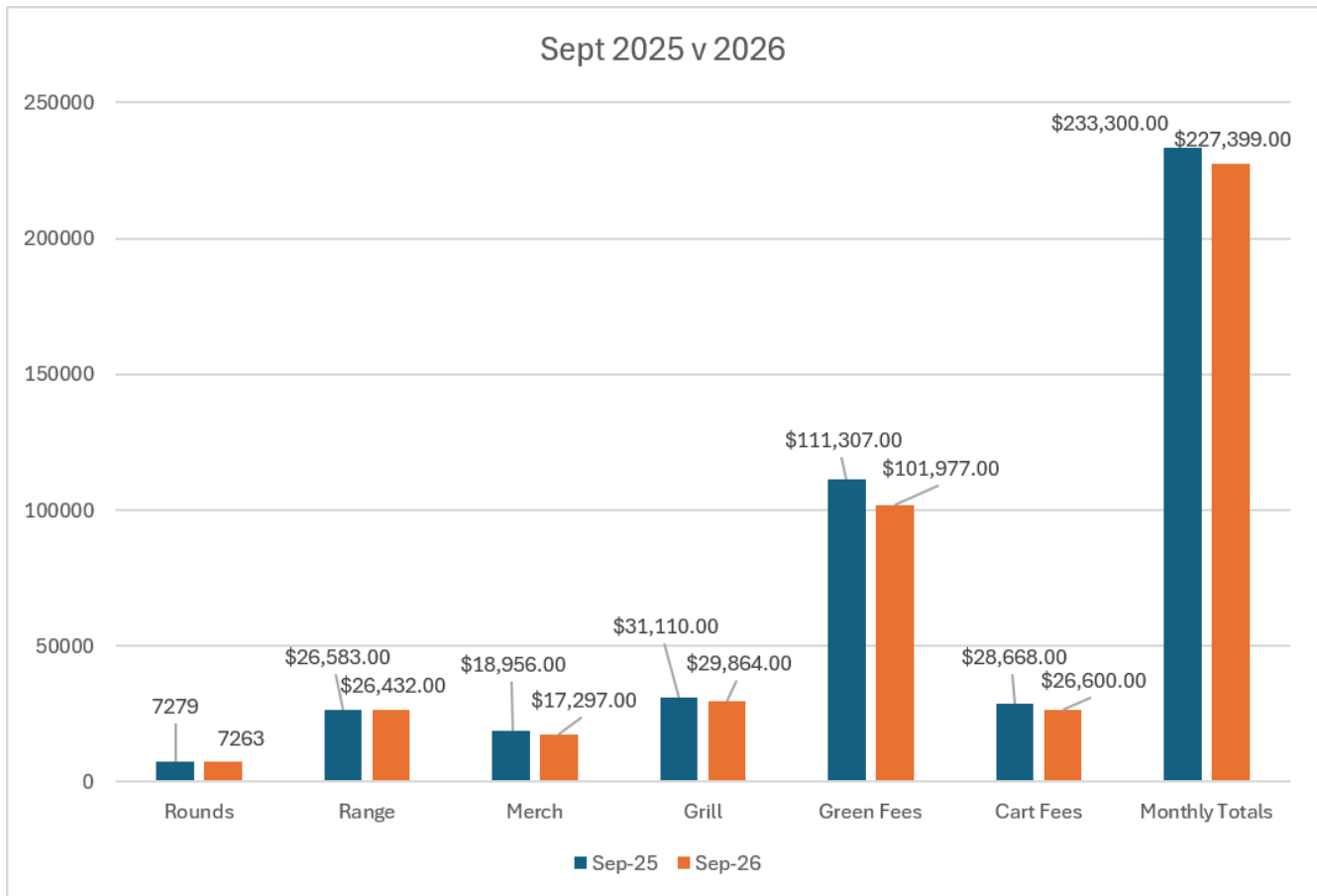
Below are the monthly totals for September 2026, as well as Year to Date Totals. Overall we had a strong month, although most categories showed lower revenue totals than last September. However, we are still currently beating almost every category Year to Date, and are **currently up \$145,102 over last year**.

The lower revenue totals in most categories can be attributed to two things. First, we had an amazing start to this year with the unprecedented warm weather. As the months have gone, I believe that many people were already golfed out. Secondly, this past month we've had much more high school play and practice than years past, including more high school matches and tournaments. This would help to explain lower green fee, cart and range revenue. **This season alone, our high school tabs have totaled \$15,721.** These invoices will be paid this month, so our October revenue will likely exceed average.

We're still on track to have an exceptional year, and we're looking forward to finishing out the year strong. Thanks everyone for your hard work!

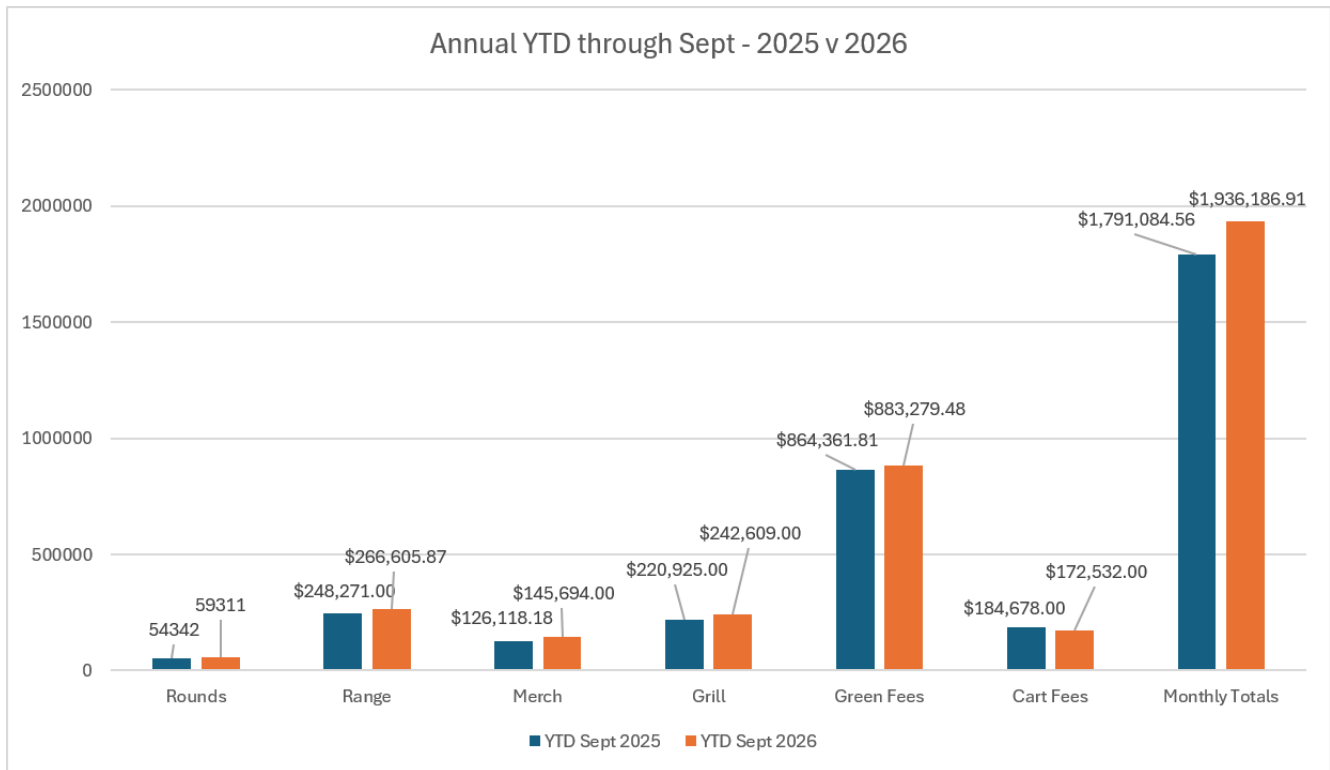
	Sep-25	Sep-26	Monthly Comparison
Rounds	7279	7263	-16
Range	\$ 26,583.00	\$ 26,432.00	\$ (151.00)
Merch	\$ 18,956.00	\$ 17,297.00	\$ (1,659.00)
Grill	\$ 31,110.00	\$ 29,864.00	\$ (1,246.00)
Green Fees	\$ 111,307.00	\$ 101,977.00	\$ (9,330.00)
Cart Fees	\$ 28,668.00	\$ 26,600.00	\$ (2,068.00)
Monthly Totals*	\$ 233,300.00	\$ 227,399.00	\$ (5,901.00)

**monthly totals include additional revenue categories not listed in this chart*



	YTD Sept 2025	YTD Sept 2026	YTD Annual Comparison
Rounds	54342	59311	4969
Range	\$ 248,271.00	\$ 266,605.87	\$ 18,334.87
Merch	\$ 126,118.18	\$ 145,694.00	\$ 19,575.82
Grill	\$ 220,925.00	\$ 242,609.00	\$ 21,684.00
Green Fees	\$ 864,361.81	\$ 883,279.48	\$ 18,917.67
Cart Fees	\$ 184,678.00	\$ 172,532.00	\$ (12,146.00)
Monthly Totals*	\$ 1,791,084.56	\$ 1,936,186.91	\$ 145,102.35

**monthly totals include additional revenue categories not listed in this chart*



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PGA