



WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3

Special Board Meeting

Wednesday, October 30, 2024 – 1:30 pm

119 N. Wahsatch Avenue
Colorado Springs, Colorado 80903

- and -

<https://video.cloudoffice.avaya.com/join/048510349>

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

Access Code: 048-510-349

Woodmen Heights Metropolitan District No. 1 & No. 3

Board of Director	Title	Term
Les Krohnfeldt	President	May 2025
Randle W Case II	Vice-President/ Treasurer	May 2027
Jim Morley	Secretary	May 2027 (appointment to May 2025)
VACANT	Assistant Secretary	May 2025
Jack Amberg	Assistant Secretary	May 2027 (appointment to May 2025)

Woodmen Heights Metropolitan District No. 2

Board of Director	Title	Term
Les Krohnfeldt	President	May 2025
Randle W Case II	Vice-President/ Treasurer	May 2027
VACANT	Secretary	May 2027
Jack Amberg	Assistant Secretary	May 2025
Jim Morley	Assistant Secretary	May 2027 (appointment to May 2025)

AGENDA

1. Call to order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of the September 4, 2024, Joint Meeting Minutes (enclosure)
5. Financial Matters
 - a. Consider Approval of Unaudited Financial Statements as of July 31, 2024 (enclosure)
 - b. Ratify and consider Approval of Payables through September 4, 2024 (enclosure)
 - c. Public Hearing on 2024 Budget Amendment and 2025 Budget Adoption
 - i. Consider adoption of District No. 1 Resolution Amending the 2024 Budget (enclosed)
 - ii. Consider adoption of District No. 2 Resolution Amending the 2024 Budget (enclosed)
 - iii. Consider adoption of District No. 1, No. 2, and No. 3 Resolution to adopt the 2025 Budget and Certifying Mill Levies (enclosed)
6. District Manager Report
 - a. Opt-out Properties (Authentix at Wolf Ranch, Brass Oliver, Neagle Butcher)
 - b. Discuss Tutt Boulevard Townhomes Inclusion and Exclusion
 - c. D-20 School site discussion

- d. Update on Underdrain Maintenance
- 7. Aspen Meadows Park Update and Review
- 8. Development Updates
 - a. 15 pending commercial projects, 1 platted SF Development going to collection (Tutt Boulevard Townhomes), 4 pending single-family, and 3 pending annexation
- 9. Public Comment (for items not already on the agenda)
- 10. Legal
 - a. Review and consider approval of Snow Removal Contracts (under separate cover)
 - b. Ratify approval for Kimley-Horn Aspen Meadows Park contract (under separate cover)
 - c. Review and consider approval of Memorandum of agreement with City for Electric Easement to Quail Brush Creek Tracts and Permanent Easement (under separate cover)
 - d. Status of City Consent for District No. 1 Dissolution
 - e. Discuss and Approve the Regular Board Meeting Schedule for 2024
 - f. Consider Approval of 2025 Annual Administrative Resolution (enclosed)
 - g. Consider Approval of Resolution Adopting Digital Accessibility Policy (enclosed)
 - h. Review and consider approval of Resolution Calling the May 6, 2025, Election (enclosure)
 - i. Review and Consider Approval of WSDM – District Managers Engagement Letter (enclosed)
 - j. Review and Consider Approval of District 2 BiggsKofford 2023 Audit Engagement Letter (enclosed)
 - k. Review and Consider Approval of District 3 BiggsKofford 2023 Audit Engagement Letter (enclosed)
- 11. Adjourn:
 - a. Next Meeting Date – December 4, 2024 at 1:00pm





**MINUTES OF A JOINT CONTINUED MEETING
OF THE BOARDS OF DIRECTORS OF THE
WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 AND 3
SEPTEMBER 4, 2024, AT 1:00 P.M.**

Pursuant to posted notice, the joint continued meeting of the Boards of Directors of the Woodmen Heights Metropolitan District Nos. 1, 2 and 3 was held on Wednesday, July 30, 2024, at 1:00 p.m., at 119 Wahsatch Avenue, Colorado Springs, Colorado 80903, and via video teleconference.

In attendance were Directors:

Les Krohnfeldt, President
James Morley, Secretary
Randle W. Case II, Vice President/Treasurer
Jack Amberg, Asst. Secretary

Also in attendance were:

Rebecca Harris, WSDM
Beth Diana, WSDM

Combined Meeting:

The Boards of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order: The meeting was called to order at 1:12 p.m. by President Krohnfeldt.
2. Declaration of Quorum/Director Qualifications/Disclosure Matters: President Krohnfeldt indicated that a quorum of the Boards was present and stated that each Director has been qualified as an eligible elector of the Districts pursuant to Colorado law. The Directors confirmed their qualification. Mr. Allen advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Harris reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Allen inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Boards determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

3. Approval of the Agenda: Director Case II moved to approve the Agenda as presented; seconded by President Krohnfeldt. Motion passed unanimously.
4. Approval of the July 30, 2024, Joint Meeting Minutes: After review, Director Amberg moved to approve the July 30, 2024 Joint Meeting Minutes; seconded by Director Case II. Motion passed unanimously.
5. Financial Matters
 - a. Consider Approval of Unaudited Financial Statements as of June 30, 2024: Ms. Harris presented the Unaudited Financial Statements as of July 31, 2024. After review, Director Case II moved to approve the Unaudited Financial Statements as presented; seconded by Director Amberg. Motion passed unanimously.
 - b. Consider approval of Payables through September 4, 2024: Ms. Harris presented the Payables through September 4, 2024. Director Case II moved to approve; seconded by Director Amberg. Motion passed unanimously.
 - c. Consider approval payment for Aspen Meadows Park Deposit: Ms. Harris presented this invoice. Mr. DeGrant, noted that deposit is still required for the governmental entity. After Board discussion on paying the deposit prior to work being completed Director Case II moved to approve paying the deposit; seconded by Director Amberg. Motion passed unanimously.
 - d. Consider approval to pay CSU tap fee: Ms. Harris presented the tap fee cost for the irrigation at Aspen Meadows Park. After discussion Director Amberg moved to approve the tap fee payment; seconded by Director Case II. Motion passed unanimously.
 - e. Review and consider approval for Tree replacement proposal: Ms. Harris presented the tree replacement cost for the entirety of the Woodmen Heights Metropolitan District and recommended the Board move forward with replacement in at least Shiloh Mesa subdivision this year and budget for another in the coming year. After discussion the board directed to budget for bigger replacement in spring of next year.
6. District Manager Report
 - a. Opt-out Properties (Authentix at Wolf Ranch, Brass Oliver, Neagle Butcher): Ms. Harris discussed there has been no movement on these.
 - b. Discuss Tutt Boulevard Townhomes Inclusion and Exclusion: Ms. Harris discussed that she is working with DR Horton and Legal counsel to prepare an exclusion out of District 3 and inclusion in District 2 for their development of townhomes.
 - c. D-20 School site discussion: Ms. Harris reported there is no new movement. Director Amberg noted that the youth Rugby Club is interested in this parcel being a park to practice on.
 - d. Update on Underdrain Maintenance: There were no updates.
7. Aspen Meadows Park Update and Review: Ms. Harris provided an update on the Aspen Meadows Park, that the turf installation and playground equipment are being installed and is projected to be completed end of October to mid November.
8. Development Updates

- a. Ms. Harris provided an update on development: 15 pending commercial projects, 1 platted SF Development going to collection (Tutt Boulevard Townhomes), 4 pending single-family, and 3 pending annexations.

9. Public Comment: There was no public comment.

10. Legal Matters

- a. Status of City Consent for District No. 1 Dissolution: Ms. Harris discussed that she is going to send a communication to City Council regarding dissolution before next meeting.

11. Adjourn: Ms. Harris discussed the next scheduled Board meeting and needing to plan for the Budget Hearing and Town Hall. After Discussion the board agreed to cancel the October 2, 2024 meeting and November 6, 2024 meeting. The Budget Hearing and Town Hall meeting is scheduled for October 30, 2024 at 1:30 pm.

President Krohnfeldt moved to adjourn the meeting at 1:47 p.m.; seconded by Director Case II. Motion passed unanimously.

Respectfully Submitted,

By: Recording Secretary



Woodmen Heights Metropolitan District #1

Balance Sheet

As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
Eastern Colorado Bank Checking	1,289,984.16
Total Checking/Savings	1,289,984.16
Total Current Assets	1,289,984.16
Fixed Assets	
1300 · Construction in Progress	
1329 · 51-29 Black Forest Park	428,567.04
1337 · 51-37 Landscape/Fence/Park 5.6	1,386,773.17
1340 · 51-40 Landscape/Fence/StreetW	910,647.47
1341 · 51-41 Landscape/Pocket Parks	165,522.00
Total 1300 · Construction in Progress	2,891,509.68
1540 · Accumulated Depreciation	-2,043,478.00
Total Fixed Assets	848,031.68
TOTAL ASSETS	2,138,015.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	2,253.48
Total Accounts Payable	2,253.48
Total Current Liabilities	2,253.48
Long Term Liabilities	
Due to Other Governments	289,547.00
Total Long Term Liabilities	289,547.00
Total Liabilities	291,800.48
Equity	
3000 · Opening Balance Equity	712,448.11
3910 · Retained Earnings	1,429,224.03
Net Income	-295,456.78
Total Equity	1,846,215.36
TOTAL LIABILITIES & EQUITY	2,138,015.84

Woodmen Heights Metropolitan District #1

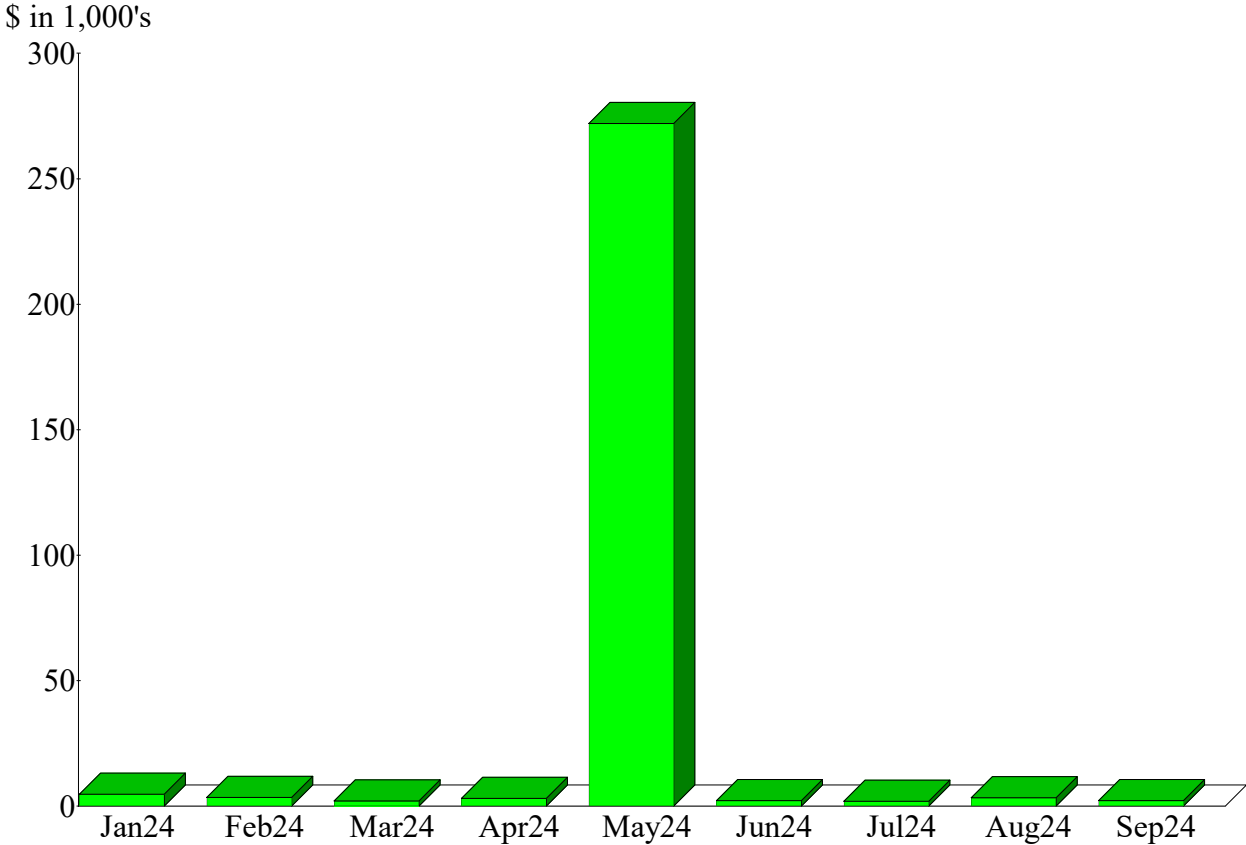
Profit & Loss Budget vs. Actual

January through September 2024

	TOTAL				
	Sep 24	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Expense					
Copies & Postage	0.00	66.60			
Fees Due					
Bridge Fees	0.00	269,609.50			
Total Fees Due	0.00	269,609.50			
6160 · Dues and Subscriptions	0.00	250.50	500.00	-249.50	50.1%
6180 · Insurance	0.00	0.00	1,500.00	-1,500.00	0.0%
6570 · Professional Fees					
District Management	1,250.00	11,259.16			
6572 · Legal Fees	1,003.48	14,271.02	15,000.00	-728.98	95.14%
Total 6570 · Professional Fees	2,253.48	25,530.18	15,000.00	10,530.18	170.2%
Total Expense	2,253.48	295,456.78	17,000.00	278,456.78	1,737.98%
Net Ordinary Income	-2,253.48	-295,456.78	-17,000.00	-278,456.78	1,737.98%
Net Income	-2,253.48	-295,456.78	-17,000.00	-278,456.78	1,737.98%

Income and Expense by Month
January through September 2024

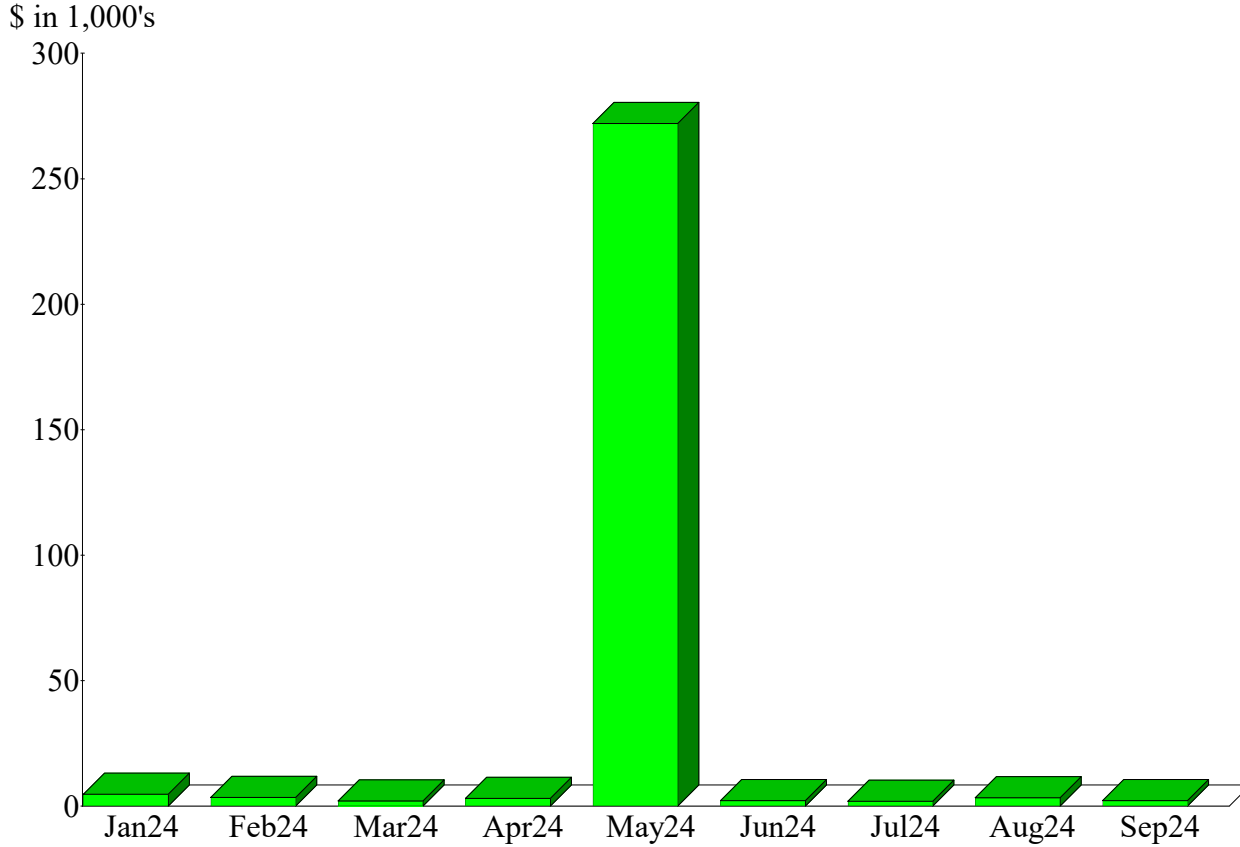
Expense



NO TRANSACTIONS MATCHING GRAPH

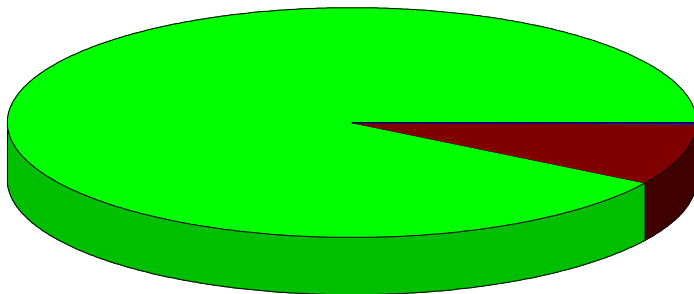
Income and Expense by Month
January through September 2024

Expense



Expense Summary
January through September 2024

Fees Due	91.25%
6570 · Professional Fees	8.64
6160 · Dues and Subscriptions	0.08
Copies & Postage	0.02
Total	\$295,456.78



By Account

Woodmen Heights Metropolitan District #2

Balance Sheet

10/24/24

As of September 30, 2024

Accrual Basis

	<u>Sep 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
UMB 2020B-2 Bond Fund 395.1	2,148,073.09
ECB - Operating	1,692,378.32
1112 · PNC Bank Reserve 9339	1,193,924.67
1111 · PNC Bank Loan 9048	1,284,876.16
UMB 2020B-1 Bond 394.1	2,139,809.91
UMB 2020B-1 Reserve 394.2	759,893.70
UMB 2020B-1 Surplus 394.3	746,033.01
Total Checking/Savings	<u>9,964,988.86</u>
Accounts Receivable	
1210 · Accounts Receivable	192,750.13
Total Accounts Receivable	<u>192,750.13</u>
Other Current Assets	
Due From District No. 3	42,899.58
Total Other Current Assets	<u>42,899.58</u>
Total Current Assets	<u>10,200,638.57</u>
Fixed Assets	
Construction in Process	2,383,483.00
Total Fixed Assets	<u>2,383,483.00</u>
Other Assets	
1921 · AA - Def Bal On Adv Ref Bonds	-523,494.00
1920 · Def Bal om Adv Refunding Bonds	2,503,308.00
Total Other Assets	<u>1,979,814.00</u>
TOTAL ASSETS	<u><u>14,563,935.57</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	569,544.51
Total Accounts Payable	<u>569,544.51</u>
Other Current Liabilities	
2031 · Interest Payable - 2020B1	273,601.00
2032 · Interest Payable - 2020B2	1,713,854.00
Total Other Current Liabilities	<u>1,987,455.00</u>
Total Current Liabilities	<u>2,556,999.51</u>
Long Term Liabilities	
2650 · Series 2020A Loan	32,100,001.00
2640 · Series 2020B-2 Bond	6,714,000.00
2630 · Series 2020B-1 Bond	7,045,000.00
Total Long Term Liabilities	<u>45,859,001.00</u>
Total Liabilities	<u>48,416,000.51</u>
Equity	
3910 · Retained Earnings	-36,713,804.89
Net Income	2,861,739.95
Total Equity	<u>-33,852,064.94</u>
TOTAL LIABILITIES & EQUITY	<u><u>14,563,935.57</u></u>

Woodmen Heights Metropolitan District #2

Profit & Loss Budget vs. Actual

January through September 2024

	TOTAL				
	Sep 24	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
4100 - Recovery Refund	0.00	110,258.33			
Due From District 3 - Taxes	2,652.61	360,595.32			
Fees					
Facility Fees					
Bridge Fee	0.00	10,910.18	5,000.00	5,910.18	218.2%
East Park Fee	0.00	37,094.61	20,000.00	17,094.61	185.47%
Multi Family	0.00	90,764.19			
Single Family	13,752.12	160,441.40			
Facility Fees - Other	0.00	29,774.80			
Total Facility Fees	<u>13,752.12</u>	<u>328,985.18</u>	<u>25,000.00</u>	<u>303,985.18</u>	<u>1,315.94%</u>
Impact Fees					
Impact Fees Res Multi	0.00	0.00	137,522.00	-137,522.00	0.0%
Impact Fees Resiential	0.00	0.00	229,202.00	-229,202.00	0.0%
Total Impact Fees	<u>0.00</u>	<u>0.00</u>	<u>366,724.00</u>	<u>-366,724.00</u>	<u>0.0%</u>
Platting Fees					
Rivers Park Fee	0.00	10,910.18			
Tiers Fee	0.00	109,101.80			
Platting Fees - Other	0.00	74,437.00			
Total Platting Fees	<u>0.00</u>	<u>194,448.98</u>			
Taxes					
Current Year - O&M	5,349.69	915,435.15	905,211.00	10,224.15	101.13%
Spec Own Tax - O&M	7,613.74	55,662.83	63,365.00	-7,702.17	87.85%
Delinquent Int - O&M	213.98	458.03			
Current Year - Debt	14,860.25	2,542,875.52	2,514,475.00	28,400.52	101.13%
Spec Own Tax - Debt	21,149.28	154,618.98	176,013.00	-21,394.02	87.85%
Delinquent Int - Debt	594.40	1,272.34			
Total Taxes	<u>49,781.34</u>	<u>3,670,322.85</u>	<u>3,659,064.00</u>	<u>11,258.85</u>	<u>100.31%</u>
Fees - Other	<u>1,279.60</u>	<u>2,399.25</u>			
Total Fees	<u>64,813.06</u>	<u>4,196,156.26</u>	<u>4,050,788.00</u>	<u>145,368.26</u>	<u>103.59%</u>
Reimbursements	<u>0.00</u>	<u>2,719.15</u>			
Total Income	<u>67,465.67</u>	<u>4,669,729.06</u>	<u>4,050,788.00</u>	<u>618,941.06</u>	<u>115.28%</u>
Expense					
Advertising	0.00	202.57			
Contingency	0.00	0.00	50,000.00	-50,000.00	0.0%
Copies & Postage	20.19	337.19	250.00	87.19	134.88%
Directors Fees	0.00	2,200.00	6,000.00	-3,800.00	36.67%
Dues and Subscriptions	0.00	1,237.50	1,500.00	-262.50	82.5%
Fees Due					
Storm Water	2,827.35	35,691.63	45,000.00	-9,308.37	79.32%
Fees Due - Other	0.00	277.00			
Total Fees Due	<u>2,827.35</u>	<u>35,968.63</u>	<u>45,000.00</u>	<u>-9,031.37</u>	<u>79.93%</u>

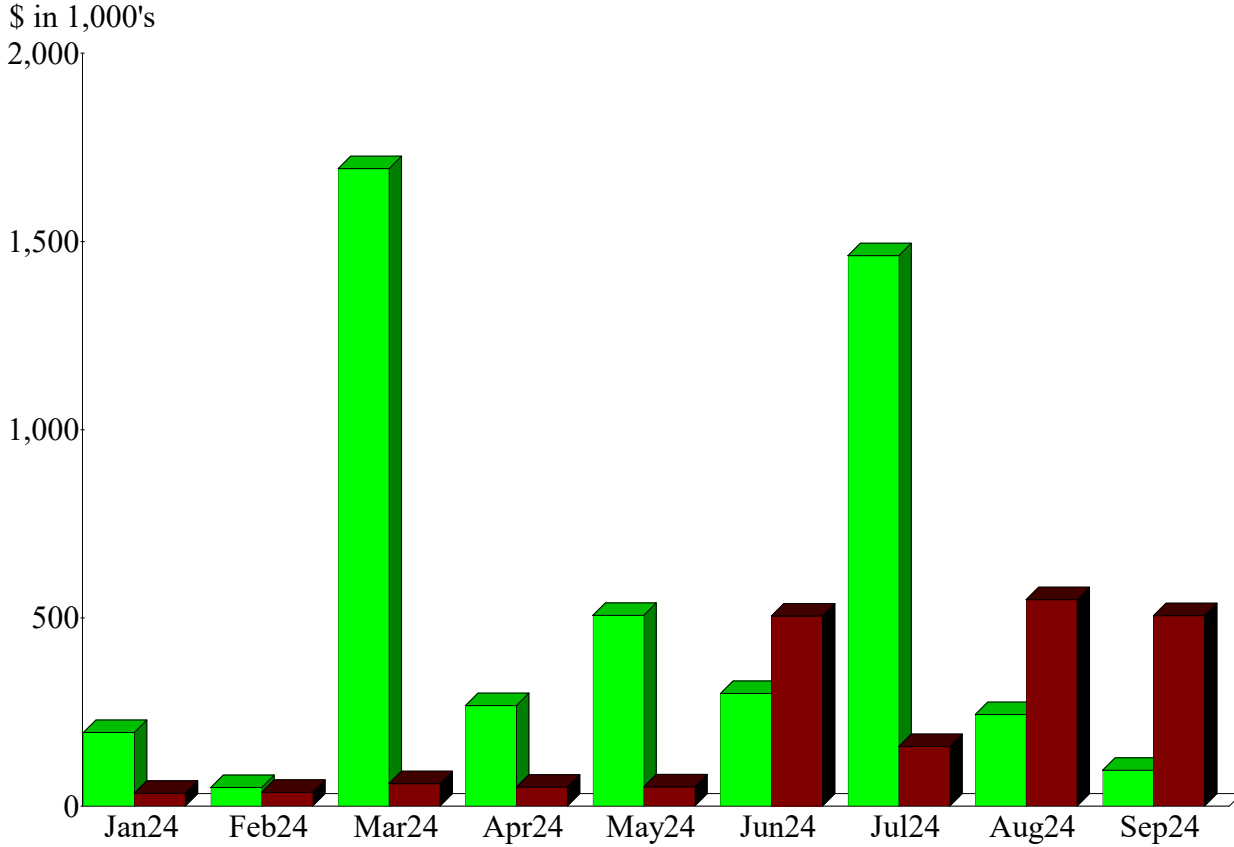
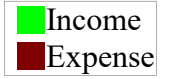
Woodmen Heights Metropolitan District #2

Profit & Loss Budget vs. Actual

January through September 2024

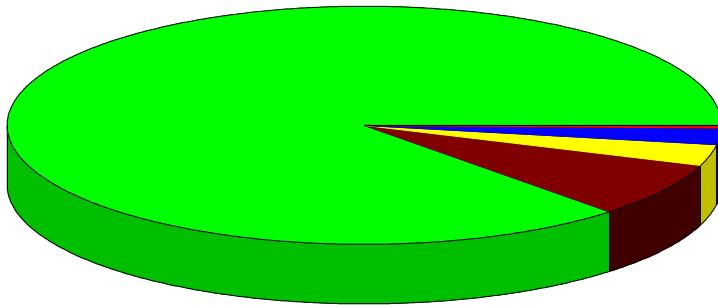
	TOTAL				
	Sep 24	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
Insurance	0.00	0.00	22,000.00	-22,000.00	0.0%
Interest Expense					
Loan Interest	0.00	379,850.00			
Interest Expense - Other	0.00	0.00	1,958,479.00	-1,958,479.00	0.0%
Total Interest Expense	0.00	379,850.00	1,958,479.00	-1,578,629.00	19.4%
Parks					
Aspen Meadows	38,317.84	178,771.69			
Parks - Other	394,453.20	898,635.38	2,135,000.00	-1,236,364.62	42.09%
Total Parks	432,771.04	1,077,407.07	2,135,000.00	-1,057,592.93	50.46%
Professional Fees					
Audit	0.00	12,100.00	9,605.00	2,495.00	125.98%
District Management	11,000.00	99,000.00	132,000.00	-33,000.00	75.0%
Landscaping Maintenance	57,149.14	275,258.18	450,000.00	-174,741.82	61.17%
Legal Fees	1,340.70	15,118.80	25,000.00	-9,881.20	60.48%
Total Professional Fees	69,489.84	401,476.98	616,605.00	-215,128.02	65.11%
Repairs	1,062.70	1,912.70	50,000.00	-48,087.30	3.83%
Treasurer Collection Fee Debt	231.82	38,162.16	37,717.00	445.16	101.18%
Treasurer Collection Fee O&M	83.46	13,738.38	13,578.00	160.38	101.18%
Utilities - Water	73.44	134.58			
Total Expense	506,559.84	1,952,627.76	4,936,129.00	-2,983,501.24	39.56%
Net Ordinary Income	-439,094.17	2,717,101.30	-885,341.00	3,602,442.30	-306.9%
Other Income/Expense					
Other Income					
Interest Income	27,916.91	144,638.65			
Total Other Income	27,916.91	144,638.65			
Net Other Income	27,916.91	144,638.65			
Net Income	-411,177.26	2,861,739.95	-885,341.00	3,747,080.95	-323.24%

Income and Expense by Month
January through September 2024



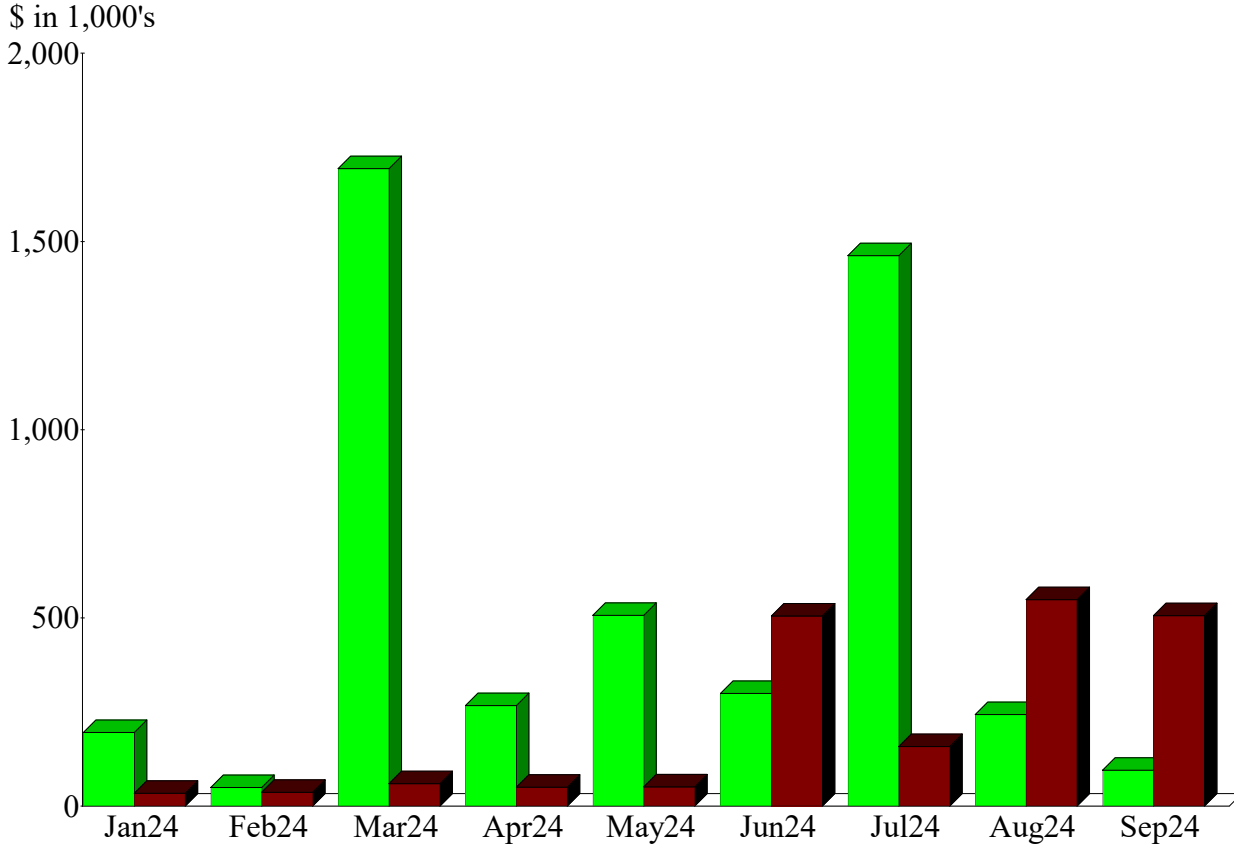
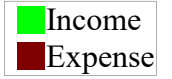
Income Summary
January through September 2024

Fees	87.13%
Due From District 3 - Taxes	7.49
Interest Income	3.00
4100 · Recovery Refund	2.29
Reimbursements	0.06
Other Income	0.03
Total	\$4,814,367.71



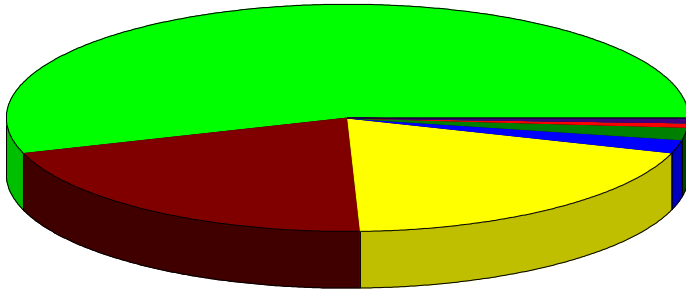
By Account

Income and Expense by Month
January through September 2024



Expense Summary
January through September 2024

Parks	55.18%
Professional Fees	20.56
Interest Expense	19.45
Treasurer Collection Fee Debt	1.95
Fees Due	1.84
Treasurer Collection Fee O&M	0.70
Directors Fees	0.11
Repairs	0.10
Dues and Subscriptions	0.06
Copies & Postage	0.02
Other	0.02
Total	\$1,952,627.76



By Account

Woodmen Heights Metropolitan District #3

Balance Sheet

As of September 30, 2024

	<u>Sep 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
ECB - Operating	136,937.04
Total Checking/Savings	<u>136,937.04</u>
Accounts Receivable	
1210 · Accounts Receivable	1,045.00
1235 · Property Taxes Receivable	3,581.88
Total Accounts Receivable	<u>4,626.88</u>
Total Current Assets	<u>141,563.92</u>
TOTAL ASSETS	<u>141,563.92</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	6,281.70
Total Accounts Payable	<u>6,281.70</u>
Other Current Liabilities	
Due to Discript No. 2	42,899.58
2025 · Deferred Property Tax Rev	3,581.88
Total Other Current Liabilities	<u>46,481.46</u>
Total Current Liabilities	<u>52,763.16</u>
Total Liabilities	52,763.16
Equity	
3910 · Retained Earnings	52,841.18
Net Income	35,959.58
Total Equity	<u>88,800.76</u>
TOTAL LIABILITIES & EQUITY	<u>141,563.92</u>

Woodmen Heights Metropolitan District #3

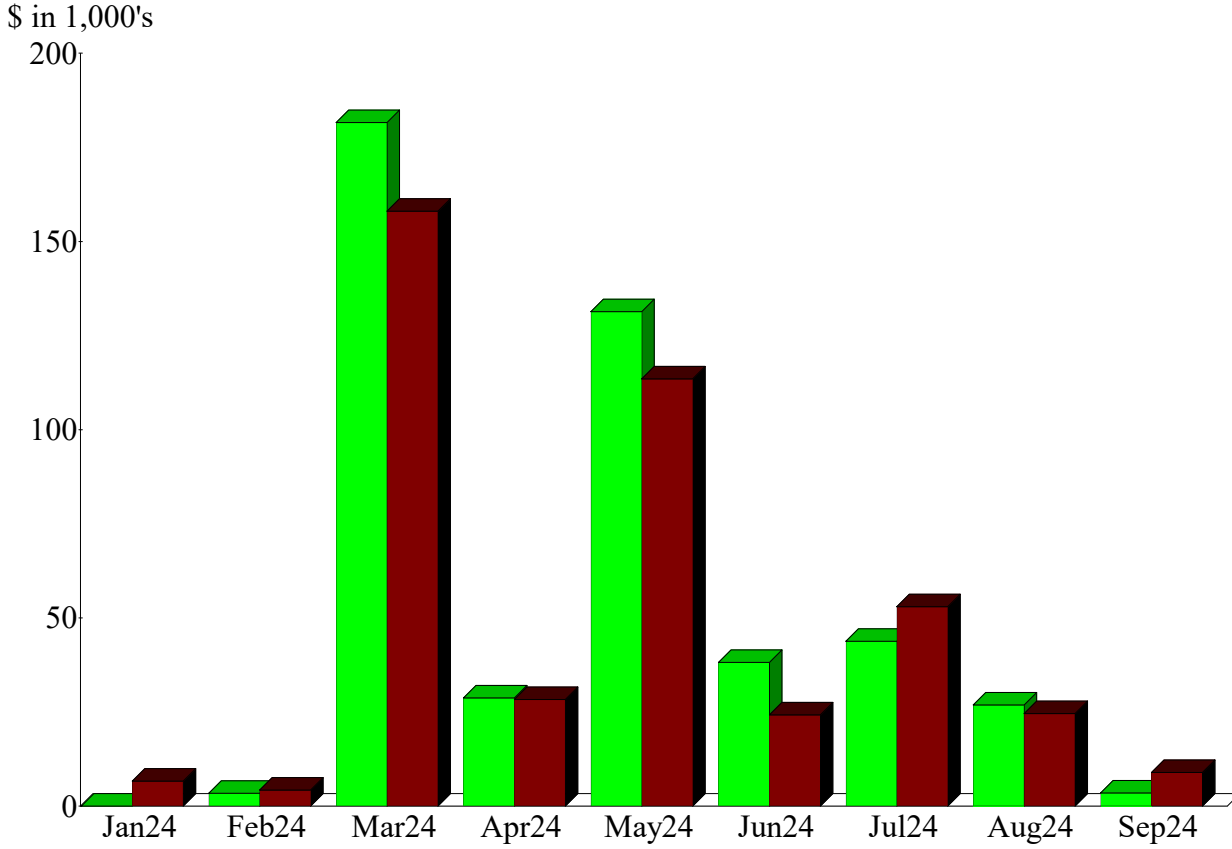
Profit & Loss Budget vs. Actual

January through September 2024

	TOTAL				
	Sep 24	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Fees					
Facility Fees					
Bridge Fee	0.00	0.00	5,000.00	-5,000.00	0.0%
East Park Fee	0.00	0.00	30,000.00	-30,000.00	0.0%
Facility Fees - Other	0.00	2,090.00	58,000.00	-55,910.00	3.6%
Total Facility Fees	<u>0.00</u>	<u>2,090.00</u>	<u>93,000.00</u>	<u>-90,910.00</u>	<u>2.25%</u>
Taxes					
Prior Year	0.00	206.70			
Delinquent Int	0.00	124.55			
Current Year - O&M	0.00	70,002.38	70,607.00	-604.62	99.14%
Spec Own Tax - O&M	593.88	4,341.77	4,943.00	-601.23	87.84%
Current Year - Debt	0.00	344,411.74	347,389.00	-2,977.26	99.14%
Spec Own Tax - Debt	2,921.90	21,361.53	24,317.00	-2,955.47	87.85%
Delinquent Interest - DS	0.00	612.80			
Total Taxes	<u>3,515.78</u>	<u>441,061.47</u>	<u>447,256.00</u>	<u>-6,194.53</u>	<u>98.62%</u>
Fees - Other	<u>0.00</u>	<u>14,478.31</u>			
Total Fees	<u>3,515.78</u>	<u>457,629.78</u>	<u>540,256.00</u>	<u>-82,626.22</u>	<u>84.71%</u>
Total Income	<u>3,515.78</u>	<u>457,629.78</u>	<u>540,256.00</u>	<u>-82,626.22</u>	<u>84.71%</u>
Gross Profit	3,515.78	457,629.78	540,256.00	-82,626.22	84.71%
Expense					
Audit	0.00	11,850.00	9,347.00	2,503.00	126.78%
Contingency	0.00	0.00	20,000.00	-20,000.00	0.0%
Dues and Subscriptions	0.00	367.65	500.00	-132.35	73.53%
Due to District 2 - Taxes	2,652.61	360,595.32			
Insurance	1,941.00	3,882.00	5,000.00	-1,118.00	77.64%
Professional Fees					
District Management	3,000.00	27,000.00	36,000.00	-9,000.00	75.0%
Legal Fees	1,340.70	11,776.86	15,000.00	-3,223.14	78.51%
Total Professional Fees	<u>4,340.70</u>	<u>38,776.86</u>	<u>51,000.00</u>	<u>-12,223.14</u>	<u>76.03%</u>
Postage and Delivery	0.00	0.00	250.00	-250.00	0.0%
Stormwater & Facilities Maint	0.00	0.00	35,000.00	-35,000.00	0.0%
Treasurer's Collection Fee-O&M	0.00	1,052.42	1,059.00	-6.58	99.38%
Treasurers Collection Fee-Debt	0.00	5,177.95	5,211.00	-33.05	99.37%
Total Expense	<u>8,934.31</u>	<u>421,702.20</u>	<u>127,367.00</u>	<u>294,335.20</u>	<u>331.09%</u>
Net Ordinary Income	<u>-5,418.53</u>	<u>35,927.58</u>	<u>412,889.00</u>	<u>-376,961.42</u>	<u>8.7%</u>
Other Income					
Other Income	0.00	32.00			
Total Other Income	<u>0.00</u>	<u>32.00</u>			
Net Income	<u><u>-5,418.53</u></u>	<u><u>35,959.58</u></u>	<u><u>412,889.00</u></u>	<u><u>-376,929.42</u></u>	<u><u>8.71%</u></u>

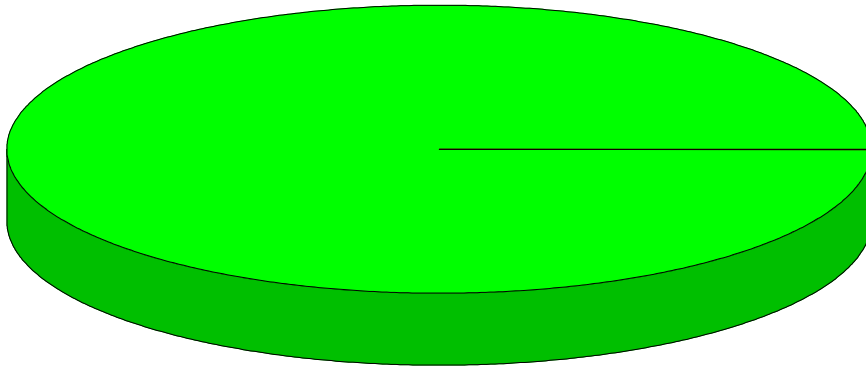
Income and Expense by Month
January through September 2024

Income
Expense



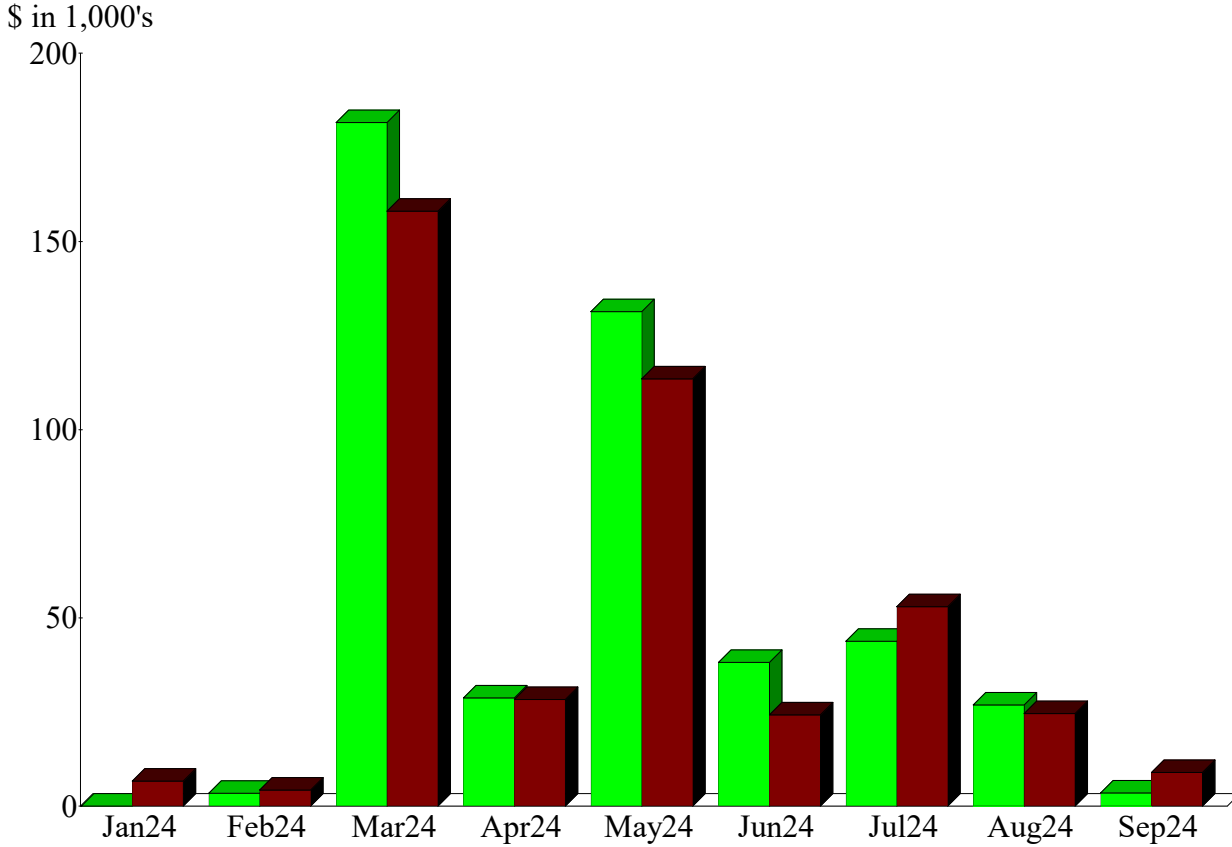
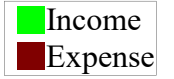
Income Summary
January through September 2024

Fees	99.99%
Other Income	0.01
Total	\$457,661.78



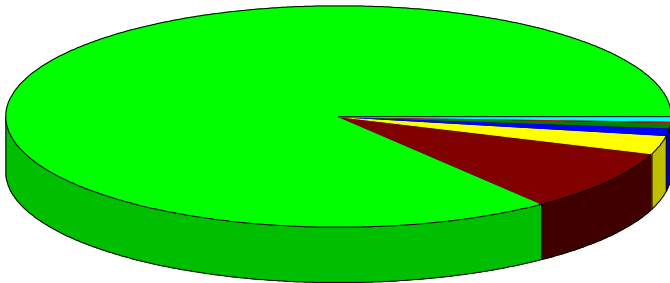
By Account

Income and Expense by Month
January through September 2024



Expense Summary
January through September 2024

Due to District 2 - Taxes	85.51%
Professional Fees	9.20
Audit	2.81
Treasurers Collection Fee-Debt	1.23
Insurance	0.92
Treasurer's Collection Fee-O&M	0.25
Dues and Subscriptions	0.09
Total	\$421,702.20



By Account



Woodmen Heights Metropolitan District #1
GENERAL FUND ACCOUNT
10/15/2024

Company	Invoice	Date	Amount	Comments
White Bear Ankele Tanka Waldron	36940	9/30/2024	\$ 1,003.48	
WSDM District Managers	428	9/30/2024	\$ 1,250.00	
			<u>\$ 2,253.48</u>	

Woodmen Heights Metropolitan District, Director

Eastern Colorado Before Payables	\$ 1,289,984.16
Payables for this month	\$ <u>(2,253.48)</u>
Easter Colorado After Payables	\$ 1,287,730.68

Woodmen Heights Metropolitan District #2
GENERAL FUND ACCOUNT
10/15/2024

Company	Invoice	Date	Amount	Comments
CCSVariou	90124	9/1/2024	\$ 1,347.30	
CCSVariou	100124	10/1/2024	\$ 1,333.35	
Colorado Springs Utilities	5933617457	10/7/2024	\$ 43,676.00	Set Up for Autopay
DeGrant Development Strategies	301	9/27/2024	\$ 38,317.84	
Hammers Construction	2024-SW-023.3	9/25/2024	\$ 300.00	
Hammers Construction	2024-SW-077.3	9/25/2024	\$ 300.00	
Hammers Construction	2024-SW-078.3	9/25/2024	\$ 300.00	
Holladay Grace Roofing, LLC	1158-4729	9/17/2024	\$ 1,062.70	
Kimley Horn	196013000-0824	8/31/2024	\$ 11,575.06	
Weisburg Landscape Maintenance	56828	9/30/2024	\$ 9,321.00	
Weisburg Landscape Maintenance	56829	9/30/2024	\$ 2,010.00	
Weisburg Landscape Maintenance	56945	9/19/2024	\$ 103.00	
Weisburg Landscape Maintenance	56963	9/19/2024	\$ 347.50	
Weisburg Landscape Maintenance	57033	9/25/2024	\$ 306.00	
Weisburg Landscape Maintenance	57072	9/30/2024	\$ 226.00	
Weisburg Landscape Maintenance	57104	10/7/2024	\$ 1,149.98	
Weisburg Landscape Maintenance	57133	10/14/2024	\$ 568.00	
Weisburg Landscape Maintenance	57148	10/14/2024	\$ 163.00	
Weisburg Landscape Maintenance	57175	10/31/2024	\$ 9,321.00	
Weisburg Landscape Maintenance	57176	10/31/2024	\$ 2,010.00	
White Bear Ankele Tanka Waldron	36973	9/30/2024	\$ 1,340.70	
WSDM District Managers	429	9/30/2024	\$ 11,020.19	
TOTAL			\$ 136,098.62	

BOND FUND ACCOUNT

Company	Date	Amount	Comments
PNC			
El Paso County Taxes: DISTRICT 2	10/10/2024	\$ 23,019.56	Sept Pledged Revenue
El Paso County Taxes: DISTRICT 3	10/10/2024	\$ 2,225.13	Sept Pledged Revenue
TOTAL		\$ 25,244.69	

\$ 161,343.31

Woodmen Heights Metropolitan District, Director

Eastern Colorado Before Payables	\$	2,148,073.09
Payables	\$	(161,343.31)
Eastern Colorado After Payables	\$	1,986,729.78

Woodmen Heights Metropolitan District #3
GENERAL FUND ACCOUNT
10/15/2024

Company	Invoice	Date	Amount	Comments
Colorado Special Districts Prop & Liab Pool	25PL-60569-1175	9/25/2024	\$ 1,941.00	
White Bear Ankele Tanka Waldron	36974	9/30/2024	\$ 1,340.70	
WSDM District Managers	430	9/30/2024	\$ 3,000.00	
TOTAL			\$ 6,281.70	

Woodmen Heights Metropolitan District, Director

\$ 6,281.70

The Eastern Colorado Bank	\$ 139,575.39
Payable	\$ (6,281.70)
The Eastern Colorado Bank After Payable	<u>\$ 133,293.69</u>



**WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1
RESOLUTION TO AMEND 2024 BUDGET**

WHEREAS, the Board of Directors of Woodmen Heights Metropolitan District No. 1 (the “District”) certifies that at a regular meeting of the Board of Directors of the District held October 30, 2024, a public hearing was held regarding the 2024 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2024 as follows:

General Fund	\$17,000
--------------	----------

and;

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2024; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2024 as follows:

General Fund	\$31,817
--------------	----------

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

[Remainder of Page Intentionally Left Blank]

ADOPTED OCTOBER 30, 2024.

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Wednesday, October 30, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of October, 2024.

Signature

**WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2
RESOLUTION TO AMEND 2024 BUDGET**

WHEREAS, the Board of Directors of Woodmen Heights Metropolitan District No. 2 (the “District”) certifies that at a regular meeting of the Board of Directors of the District held October 30, 2024, a public hearing was held regarding the 2024 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2024 as follows:

Debt Service Fund	\$2,951,196
-------------------	-------------

and;

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2024; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2024 as follows:

Debt Service Fund	\$2,951,409
-------------------	-------------

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

[Remainder of Page Intentionally Left Blank]

ADOPTED OCTOBER 30, 2024.

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2 , a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Wednesday, October 30, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of October, 2024.

Signature



**WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2
RESOLUTION TO AMEND 2024 BUDGET**

WHEREAS, the Board of Directors of Woodmen Heights Metropolitan District No. 2 (the “District”) certifies that at a regular meeting of the Board of Directors of the District held October 30, 2024, a public hearing was held regarding the 2024 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2024 as follows:

Debt Service Fund	\$2,951,196
-------------------	-------------

and;

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2024; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2024 as follows:

Debt Service Fund	\$2,951,409
-------------------	-------------

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

[Remainder of Page Intentionally Left Blank]

ADOPTED OCTOBER 30, 2024.

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2 , a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Wednesday, October 30, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of October, 2024.

Signature

RESOLUTION
ADOPTING BUDGET, APPROPRIATING SUMS OF MONEY AND CERTIFYING
MILL LEVIES FOR THE CALENDAR YEAR 2025

The Board of Directors of Woodmen Heights Metropolitan District No. 1 (the “**Board**”), City of Colorado Springs, El Paso County, Colorado (the “**District**”), held a regular meeting, via teleconference on October 30, 2024, at the hour of 1:30 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank]

NOTICE AS TO PROPOSED 2025 BUDGET

WHEREAS, the Board has appointed its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was available for inspection by the public at a designated place, a public hearing was held and interested electors of the District were provided a public comment period and given the opportunity to file any objections to the proposed budget prior to the final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2025. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy of Property Taxes. The Board does hereby certify the levy of property taxes for collection in 2025 as more specifically set out in the budget attached hereto.

Section 3. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut, or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 4. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant, or other designee to certify to the Board of County Commissioners of El Paso County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 5. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated from the revenue of each fund for the purposes stated.

Section 6. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager, or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 7. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of Page Intentionally Left Blank]

ADOPTED OCTOBER 30, 2024.

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1 , a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held at via teleconference on Wednesday, October 30, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of October, 2024.

Signature

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

**WOODMEN HEIGHTS METROPOLITAN DISTRICT
2025 BUDGET
DISTRICT 1 - GENERAL FUND**

	2023 ACTUAL	2024 ACTUAL	2024 AMENDED	2024 BUDGET	2025 BUDGET
			9/9/2024		
GENERAL FUND BEGINNING BALANCE	\$ 1,669,964	\$ 1,583,188	\$ 1,583,188	\$ 17,000	\$ 1,551,371
REVENUES					
PLATTING FEES					
O&M MILL LEVY					
COST RECOVERIES					
DRAINAGE CREDITS- SOLD					
TIER DEBT TRANSFERRED IN FROM DISTRICT #2 & #3					
BRIDGE FEES TRANSFERRED IN FROM DISTRICTS #2 & #3					
PARK FEES TRANSFERRED IN FROM DISTRICTS #2 & #3					
OTHER INCOME	\$ 0			\$ -	
INTEREST INCOME	\$ 581			\$ -	
TOTAL REVENUES	\$ 581	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE & FUND BALANCE	\$ 1,670,546	\$ 1,583,188	\$ 1,583,188	\$ 17,000	\$ 1,551,371
EXPENDITURES					
AUDIT	\$ 9,325			\$ -	
BANK SERVICE CHARGES	\$ 833			\$ -	
BOARD OF DIRECTORS FEE				\$ -	
CONTINGENCY		\$ 269,610	\$ -		0
DISTRICT MANAGEMENT/ACCOUNTING	\$ 15,000	\$ 8,759	\$ 15,000		
ELECTIONS	\$ 3,983				
GENERAL LIABILITY INSURANCE	\$ 6,234		\$ 1,500	\$ 1,500	1500
INTERGOVERNMENTAL EXPENDISTURES	\$ -				
LANDSCAPING					
STORM WATER FEES	\$ 3,398				
TREASURER'S FEES					
LEGAL	\$ 14,428	\$ 11,136	\$ 15,000	\$ 15,000	15000
MISCELLANEOUS/ENGINEERING	\$ 36			\$ -	
OFFICE/POSTAGE	\$ 49	\$ 67	\$ 67	\$ -	
RIVER PARK	\$ 33,609			\$ -	
SDA DUES	\$ 462	\$ 250	\$ 250	\$ 500	300
TOTAL EXPENDITURES	\$ 87,358	\$ 289,822	\$ 31,817	\$ 17,000	\$ 16,800
TRANSFER BETWEEN FUNDS					
TRANSFER OUT TO DISTRICT #2					\$ 1,534,571
ENDING FUND BALANCE	\$ 1,583,188	\$ 1,293,366	\$ 1,551,371	\$ -	\$ 0
3% EMERGENGY RESERVE	2,621	8,695	955	510	504

DRAFT

BUDGET MESSAGE
(Pursuant to § 29-1-103(1) (e), C.R.S.)

Woodmen Heights Metropolitan District No. 1

The attached 2025 Budget for Woodmen Heights Metropolitan District No. 1 includes these important features:

- No source of Revenue to be coming in
- Transfer of General Fund money to be transferred in 2024, respectively into District No. 2 and District No. 3, to close out the District No. 1 funds
- Transfer payment of debt service obligations

The Budgetary basis of accounting timing measurement method used is:

- Cash basis
- Modified accrual basis
- Encumbrance basis
- Accrual basis

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the district's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The services to be provided/ delivered during the budget year are the following:

- Contracted legal and management services including state required reporting, financial and accounting reports, billing and other services.

RESOLUTION
ADOPTING BUDGET, APPROPRIATING SUMS OF MONEY AND CERTIFYING
MILL LEVIES FOR THE CALENDAR YEAR 2025

The Board of Directors of Woodmen Heights Metropolitan District No. 2 (the “**Board**”), City of Colorado Springs, El Paso County, Colorado (the “**District**”), held a regular meeting, via teleconference on October 30, 2024, at the hour of 1:30 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank]

NOTICE AS TO PROPOSED 2025 BUDGET

WHEREAS, the Board has appointed its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was available for inspection by the public at a designated place, a public hearing was held and interested electors of the District were provided a public comment period and given the opportunity to file any objections to the proposed budget prior to the final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2025. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy of Property Taxes. The Board does hereby certify the levy of property taxes for collection in 2025 as more specifically set out in the budget attached hereto.

Section 3. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut, or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 4. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant, or other designee to certify to the Board of County Commissioners of El Paso County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 5. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated from the revenue of each fund for the purposes stated.

Section 6. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager, or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 7. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of Page Intentionally Left Blank]

ADOPTED OCTOBER 30, 2024.

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2 , a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held at via teleconference on Wednesday, October 30, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of October, 2024.

Signature

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

**WOODMEN HEIGHTS METROPOLITAN DISTRICT
2025 BUDGET
DISTRICT 2 - GENERAL FUND**

	2023	2024	2024	2025
	ACTUAL	ACTUAL	BUDGET	BUDGET
GENERAL FUND BEGINNING BALANCE	\$ 2,221,253	\$ 2,439,934	\$ 2,562,490	\$ 2,129,487
<i>9/9/2024</i>				
REVENUES				
FACILITY FEES	\$ -			
PARK FEES - (\$5,000 + 500 + \$1,700/ acre Platt)	\$ 37,145	\$ 254,552	\$ 20,000	\$ 20,000
BRIDGE FEES - (\$500/ acre Platt)	\$ 2,856	\$ 17,677	\$ 5,000	\$ -
TIER FEES - (reallocated to Park)	\$ 46,417			
O&M PROPERTY TAXES	\$ 836,719	\$ 910,085	\$ 905,211	\$ 923,526
SPECIFIC OWNERSHIP TAXES	\$ 87,595	\$ 48,049	\$ 63,365	\$ 64,647
DELINQUENT TAX AND INTEREST	\$ 582	\$ 2,444	\$ -	
D2- COURT ORDER JUDGEMENT TAXES (2 MILLS)				
INSURANCE CLAIM REIMBURSEMENT/RECOVERY REFUND	\$ -	\$ 110,258	\$ -	
OTHER INCOME		\$ 2,719		
TOTAL REVENUES	\$ 1,011,314	\$ 1,345,784	\$ 993,576	\$ 1,008,173
TOTAL REVENUE & FUND BALANCE	\$ 3,232,567	\$ 3,785,718	\$ 3,556,066	\$ 3,137,660
EXPENDITURES				
AUDIT	\$ 9,325	\$ 12,100	\$ 9,605	\$ 10,550
BOARD OF DIRECTORS FEE	\$ 1,800	\$ 2,200	\$ 6,000	\$ 6,000
CAPITAL FACILITIES				
BOARD OF DIRECTORS FEE	\$ 3,600			
COUNTY TREASURER'S FEE	\$ 12,560	\$ 13,655	\$ 13,578	\$ 13,853
DISTRICT MANAGEMENT/ACCOUNTING	\$ 120,000	\$ 77,033	\$ 132,000	\$ 132,000
ELECTION	\$ 1,767		\$ -	\$ 10,000
GENERAL LIABILITY INSURANCE	\$ 28,075		\$ 22,000	\$ 22,000
LANDSCAPING (utilities, snow removal)	\$ 330,999	\$ 203,917	\$ 450,000	\$ 450,000
LEGAL	\$ 19,153	\$ 12,819	\$ 25,000	\$ 25,000
OFFICE/POSTAGE		\$ 244	\$ 250	\$ 300
PARK CAPITAL CONSTRUCTION (EAST 9 acre)	\$ 203,970	\$ 1,028,411	\$ 2,135,000	\$ 1,038,267
PROFESSIONAL FEES	\$ -			
REPAIRS & MAINTENANCE	\$ 21,831	\$ 850	\$ 50,000	\$ 50,000
MISCELLANEOUS	\$ 2,000	\$ 203		
REPAY DEVELOPER ADVANCE / OLD VENDERS			\$ -	
SDA DUES	\$ 1,238	\$ 1,515	\$ 1,500	\$ 1,500
STORM WATER	\$ 36,315	\$ 32,864	\$ 45,000	\$ 50,000
CONTINGENCY			\$ 50,000	\$ 50,000
TOTAL EXPENDITURES	\$ 792,633	\$ 1,385,811	\$ 2,939,933	\$ 1,859,470
TRANSFER TO DISTRICT 1 GENERAL FUND				
ENDING FUND BALANCE	\$ 2,439,934	\$ 2,399,907	\$ 616,133	\$ 1,278,190
3% EMERGENCY RESERVE	\$ 23,779	\$ 41,574	\$ 88,198	\$ 55,784
ASSESSED VALUATION DISTRICT 2	\$ 75,148,990	\$ 100,578,980	\$ 100,578,980	\$ 102,614,040
MILL LEVY	11.132	9.000	9.000	9.000
MILL LEVY				

DRAFT



**WOODMEN HEIGHTS METROPOLITAN DISTRICT
2025 BUDGET**

DISTRICT 2 - DEBT SERVICE FUND

	2023 ACTUAL	2024 ACTUAL	2024 AMENDED	2024 BUDGET	2025 BUDGET
DEBT SERVICE BEGINNING BALANCE	\$ 3,818,375	\$ 3,713,706	\$ 3,713,706	\$ 4,026,241	\$ 4,099,418
REVENUES					
BOND ISSUANCE					
PROPERTY TAXES	\$ 2,058,425	\$ 2,528,015	\$ 2,528,015	\$ 2,514,475	\$ 2,565,351
SPECIFIC OWNERSHIP TAXES	\$ 215,495	\$ 133,470	\$ 135,000	\$ 176,013	\$ 179,575
DELINQUENT TAX AND INTEREST	\$ 1,431	\$ 678	\$ 678	\$ -	\$ -
PY TAX ABATEMENT AND INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -
DUE FROM DISTRICT 3 - TAXES	\$ 230,463	\$ 337,723	\$ 337,723	\$ -	\$ 453,931
INTEREST INCOME	\$ 126,163	\$ 90,705	\$ 90,705	\$ -	\$ 50,000
PLATTING FEES	\$ -	\$ -	\$ -	\$ -	\$ -
IMPACT FEES RESIDENTIAL (\$4,813.24/unit) 50	\$ 200,825	\$ 146,689	\$ 150,000	\$ 229,202	\$ 240,662
IMPACT FEES RES MULTI (\$2,887.95/unit) 50	\$ 114,757	\$ 90,764	\$ 95,000	\$ 137,522	\$ 144,398
TOTAL REVENUES	\$ 2,947,559	\$ 3,328,044	\$ 3,337,121	\$ 3,057,211	\$ 3,633,916
EXPENDITURES					
2020A LOAN INTEREST	\$ 934,940	\$ 379,850	\$ 911,640	\$ 911,640	\$ 884,518
2020A LOAN PRINCIPAL	\$ 895,000	\$ -	\$ 955,000	\$ 955,000	\$ 985,000
2020B - 1 BOND INTEREST	\$ 1,041,390	\$ -	\$ 440,313	\$ 440,313	\$ 430,312
2020B - 1 BOND PRINCIPAL	\$ 150,000	\$ -	\$ -	\$ -	\$ 170,000
2020B - 2 BOND INTEREST	\$ -	\$ -	\$ 606,526	\$ 606,526	\$ 604,205
2020B - 2 BOND PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -
2012 - BOND INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -
CO TREASURER'S FEE	\$ 30,898	\$ 37,930	\$ 37,930	\$ 37,717	\$ 38,480
COST OF ISSUANCE	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,052,228	\$ 417,780	\$ 2,951,409	\$ 2,951,196	\$ 3,112,515
TRANSFER FROM DISTRICT 3 DEBT SERVICE FUND					
ENDING FUND BALANCE	\$ 3,713,706	\$ 6,623,970	\$ 4,099,418	\$ 4,132,256	\$ 4,620,819
ASSESSED VALUATION DISTRICT 2	\$ 75,148,990	\$ 100,578,980	\$ 100,578,980	\$ 100,578,980	\$ 102,614,040
MILL LEVY	27.386	25.000	25.000	25.000	25.000
TOTAL MILL LEVY	38.518	34.000	34.000	34.000	34.000

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BUDGET MESSAGE
(Pursuant to § 29-1-103(1) (e), C.R.S.)

Woodmen Heights Metropolitan District No. 2

The attached 2025 Budget for Woodmen Heights Metropolitan District No. 2 includes these important features:

- The primary sources of revenue for the district are tax revenues, building permit fees, and platting fees
- Development of a capital construction plan and construction of priority projects with the use of borrowed funds.
- Funding of landscape maintenance, including any possible repairs
- Payment of debt service obligations.

The Budgetary basis of accounting timing measurement method used is:

- Cash basis
- Modified accrual basis
- Encumbrance basis
- Accrual basis

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the district's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The services to be provided/ delivered during the budget year are the following:

- Contracted legal and management services including state required reporting, financial and accounting reports, billing and other services.
- Ongoing capital construction for a new 14 acre park and 4 acre dog park located at the intersection of Marksheffel and Cowpoke

RESOLUTION
ADOPTING BUDGET, APPROPRIATING SUMS OF MONEY AND CERTIFYING
MILL LEVIES FOR THE CALENDAR YEAR 2025

The Board of Directors of Woodmen Heights Metropolitan District No. 3 (the “**Board**”), City of Colorado Springs, El Paso County, Colorado (the “**District**”), held a regular meeting, via teleconference on October 30, 2024, at the hour of 1:30 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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NOTICE AS TO PROPOSED 2025 BUDGET

WHEREAS, the Board has appointed its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was available for inspection by the public at a designated place, a public hearing was held and interested electors of the District were provided a public comment period and given the opportunity to file any objections to the proposed budget prior to the final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2025. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy of Property Taxes. The Board does hereby certify the levy of property taxes for collection in 2025 as more specifically set out in the budget attached hereto.

Section 3. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut, or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 4. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant, or other designee to certify to the Board of County Commissioners of El Paso County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 5. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated from the revenue of each fund for the purposes stated.

Section 6. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager, or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 7. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

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ADOPTED OCTOBER 30, 2024.

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 3

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held at via teleconference on Wednesday, October 30, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of October, 2024.

Signature

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

WOODMEN HEIGHTS METROPOLITAN DISTRICT #3
2025 BUDGET
DISTRICT 3 - GENERAL FUND

	2023 ACTUAL	2024 ACTUAL	2024 BUDGET	2025 BUDGET
GENERAL FUND BEGINNING BALANCE	\$ 48,533	\$ 102,348	\$ 87,332	\$ 112,032
REVENUES				
PROPERTY TAXES (10 MILLS)	\$ 41,947	\$ 70,002	\$ 70,607	\$ 83,194
SPECIFIC OWNERSHIP TAXES	\$ 4,633	\$ 3,748	\$ 4,943	\$ 5,824
DELINQUENT TAX AND INTEREST	\$ 85	\$ 331		
TAX & INTEREST ABATEMENT	\$ -			
FACILITY FEES (\$1.16/ sq ft Commercial)	\$ 18,682	\$ 16,568	\$ 58,000	\$ 40,000
BRIDGE FEES - (\$500/ acre Platt)	\$ 1,786		\$ 5,000	\$ -
PARK FEES - (\$5,000 + 500 + \$1,700/ acre Platt)	\$ 7,857		\$ 30,000	\$ -
TIER FEES - (reallocated to Park)	\$ 17,857		\$ -	
TOTAL REVENUES	\$ 92,847	\$ 90,649	\$ 168,550	\$ 129,018
TOTAL REVENUE & FUND BALANCE	\$ 141,380	\$ 192,997	\$ 255,882	\$ 241,050
EXPENDITURES				
AUDIT	\$ 9,075	\$ 11,850	\$ 9,347	\$ 10,275
BOARD OF DIRECTORS FEE	\$ -			
CO TREASURER'S FEE	\$ 631	\$ 998	\$ 1,059	\$ 1,248
DISTRICT MANAGEMENT/ACCOUNTING	\$ 15,773	\$ 21,000	\$ 36,000	\$ 60,000
ELECTION	\$ 2,991		\$ -	\$ 5,000
GENERAL LIABILITY INSURANCE		\$ 1,941	\$ 5,000	\$ 5,000
LEGAL	\$ 10,233	\$ 9,387	\$ 15,000	\$ 15,000
OFFICE/POSTAGE	-		\$ 250	\$ 250
SDA DUES	\$ 328	\$ 367	\$ 500	\$ 500
STORMWATER & FACILITY MAINTENANCE			\$ 35,000	\$ 20,000
CONTINGENCY	\$ -		\$ 20,000	\$ 20,000
TOTAL EXPENDITURES	\$ 39,032	\$ 45,543	\$ 122,156	\$ 137,273
ENDING FUND BALANCE	\$ 102,348	\$ 147,454	\$ 133,726	\$ 103,777
ASSESSED VALUATION DISTRICT 3	\$ 8,846,690	\$ 14,121,490	\$ 14,121,490	16638850
MILL LEVY	5.000	5.000	5.000	5.000
MILL LEVY				

DRAFT

**WOODMEN HEIGHTS METROPOLITAN DISTRICT #3
2025 BUDGET**

DISTRICT 3 - DEBT SERVICE FUND

	2023 ACTUAL	2024 ACTUAL	2024 BUDGET	2025 BUDGET
DEBT SERVICE BEGINNING BALANCE	\$ (0)	\$ 0	\$ (0)	\$ 22,102
REVENUES				
PROPERTY TAXES	\$ 206,379	\$ 344,412	\$ 347,389	\$ 409,316
SPECIFIC OWNERSHIP TAXES	\$ 22,792	\$ 18,440	\$ 24,317	\$ 28,652
DELINQUENT TAX AND INTEREST	\$ 420	\$ 613		
D3-DELINQUENT INTEREST ABATEMENT				
D3-STATUTORY INTEREST ABATEMENT				
TAX AND INTEREST ABATEMENT	\$ -			
D3- IMPACT FEES COMMERCIAL (\$0.95/SF)40,000SF	\$ -			
TOTAL REVENUES	\$ 229,592	\$ 363,465	\$ 371,706	\$ 437,968
EXPENDITURES				
CO TREASURER'S FEE	\$ 3,102	\$ 4,909	\$ 5,211	\$ 6,140
CONTINGENCY				
MISCELLANEOUS				
TOTAL EXPENDITURES	\$ 3,102	\$ 4,909	\$ 5,211	\$ 6,140
TRANSFER TO DISTRICT 2 DEBT SERVICE FUND	\$ 226,489	\$ 337,723	\$ 366,495	\$ 453,931
ENDING FUND BALANCE	\$ 0	\$ 20,833	\$ (0)	\$ -
ASSESSED VALUATION DISTRICT 3	\$ 8,846,690	\$ 14,121,490	\$ 14,121,490	\$ 16638850
MILL LEVY	24.600	24.600	24.600	24.600
TOTAL MILL LEVY	29.600	29.600	29.600	29.600

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BUDGET MESSAGE
(Pursuant to § 29-1-103(1) (e), C.R.S.)

Woodmen Heights Metropolitan District No. 3

The attached 2025 Budget for Woodmen Heights Metropolitan District No. 3 includes these important features:

- The primary sources of revenue for the district are tax revenues, building permit fees, and platting fees

The Budgetary basis of accounting timing measurement method used is:

- Cash basis
- Modified accrual basis
- Encumbrance basis
- Accrual basis

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the district's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The services to be provided/ delivered during the budget year are the following:

- Contracted legal and management services including state required reporting, financial and accounting reports, billing and other services.
- Debt service mill levy collection to be paid towards the Woodmen Heights Metropolitan District No. 2 debt per the Joint Funding Agreement.



**JOINT RESOLUTION
OF THE BOARD OF DIRECTORS OF
WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1-3**

**ADOPTING A DIGITAL ACCESSIBILITY POLICY AND DESIGNATING A
COMPLIANCE OFFICER**

WHEREAS, the Woodmen Heights Metropolitan District Nos. 1-3 (collectively the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

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

WHEREAS, pursuant to § 24-85-103(2.5), C.R.S., the Chief Information Officer in the Office of Information Technology has adopted accessibility standards as specified in 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards (the “**Rules**”); and

WHEREAS, pursuant to § 24-85-103(3), C.R.S., on or before July 1, 2024, the District is required to take action to comply with the Rules; and

WHEREAS, the Board desires to adopt this Resolution to implement a digital accessibility policy and designate a compliance officer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption of Digital Accessibility Policy. The District hereby adopts the Digital Accessibility Policy (the “**Digital Accessibility Policy**”) set forth in **Exhibit A**, attached hereto and incorporated herein.
2. Appointment of Compliance Officer. The District hereby designates legal counsel/the district manager as the District’s Compliance Officer (the “**Compliance Officer**”).
3. Severability. If any part, section, subsection, sentence, clause, or phrase of this Joint Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
4. Effective Date. This Joint Resolution shall become effective as of October 30, 2024 shall be enforced immediately thereafter and shall supersede any previous policy related to website accessibility.
5. Ratification of Past Action. The Board hereby ratifies any actions taken in the furtherance of the District’s business related to website accessibility by legal counsel from the January 1, 2024, through the date of this resolution.

ADOPTED OCTOBER 30, 2024

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1-3, each a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the Districts

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Districts

Signature Page to Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer

EXHIBIT A

DIGITAL ACCESSIBILITY POLICY

1. GENERAL

a. *Purpose.* The District is fully committed to providing accessible digital information to all members of the public. As part of this commitment, the District has adopted this Digital Accessibility Policy (the “**Policy**”) to ensure the District’s online services and digital communications comply with the Rules.

b. *Scope.* The District is committed to providing persons with disabilities equal access to digital information, including information made available through the District’s website and other digital content. This Policy has been developed to promote equal access to such digital information to persons with disabilities. This Policy applies to digital content produced by or under the control of the District, including the District’s official website. Accessibility requests may be submitted to the District in accordance with this Policy.

c. *Third Party Content.* The provisions of this Policy do not apply to third-party websites linked through the District’s website, such as state or federal agencies, or digital content not under control of the District. While the District is not responsible for ensuring the accessibility of third party-controlled content, the District is dedicated to assisting individuals experiencing accessibility issues when possible.

2. COMPLIANCE INFORMATION

a. *Compliance Officer.* The Compliance Officer will be the point of contact for accessibility-related accommodations for digital content. The Compliance Officer or its designee is responsible for responding to reports of inaccessible digital content and accessibility requests.

b. *Testing Tools and Techniques.* The District utilizes a variety of tools, techniques, methods, and procedures to identify accessibility barriers and meet existing and new assistive technology needs. The District has engaged Streamline (the “**Accessibility Vendor**”) to complete testing and remediation, ensuring the website and digital content contained therein are accessible and inclusive for users with disabilities in accordance with the Rules.

c. *Accessibility Reports.* The Accessibility Vendor will review the District’s website, user interfaces, and other digital content and summarize the same in a report provided to the District no less than annually (the “**Accessibility Report**”). The Accessibility Report will identify digital content that does not comply with the Rules. The Accessibility Vendor or the District, as appropriate, will take such steps as necessary to make such content compliant under the Rules. The District will maintain a record of the Accessibility Reports.

d. *District-Controlled Content.* The District will ensure that digital content under the control of the District produced, developed, maintained, modified, or used by the District on or after July 1, 2024, is compliant with the Rules.

e. Digital Accessibility Plan. The District will implement a digital accessibility plan (the “**Plan**”) to provide a long-term strategic approach for digital accessibility. The Plan will be updated annually thereafter to ensure ongoing compliance. If applicable, a progress-to-date report will be posted to the District’s website quarterly for the period July 1, 2024 through June 30, 2025. The Plan will be in a form substantially similar to **Exhibit A-1** attached hereto.

f. Digital Accessibility Statement. The District will post the following digital accessibility statement on its website prior to July 1, 2024:

Woodmen Heights Metropolitan District Nos. 1-3,
District Technology Accessibility Statement

Woodmen Heights Metropolitan District Nos. 1-3 (the District) are committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility effort works towards being in line with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. These guidelines not only help make technology accessible to users with sensory, cognitive and mobility disabilities, but ultimately to all users, regardless of ability.

Our efforts are just part of a meaningful change in making the District’s services inclusive and accessible. We welcome comments on how to improve our technology’s accessibility for users with disabilities and for requests for accommodations to any District services.

Feedback and support

We welcome your feedback about the accessibility of the District’s online services. Please let us know if you encounter accessibility barriers. The District is committed to responding within three (3) business days.

Email: kristina.k@wsdistricts.co

Phone: (719) 447-1777

Address: Woodmen Heights Metropolitan District Nos. 1-3
Attn: Compliance Officer
614 No. Tejon St.
Colorado Springs, CO 80903

3. REPORTING ACCESSIBILITY ISSUES

a. Reporting an Accessibility Issue. Individuals may report inaccessible content or requests for accommodations to the Compliance Officer using the contact information below. Such requests should identify the specific content that is being reported, the issue the individual is experiencing, and the name and contact information of the individual submitting the request. The Compliance Officer or their designee will confirm receipt of such requests within three (3) business days. The District is committed to resolving reports of inaccessible content and requests for accommodations within a reasonable period of time.

Woodmen Heights Metropolitan District Nos. 1-3
Attn: Compliance Officer
614 No. Tejon St.
Colorado Springs, CO 80903
Email: kristina.k@wsdistricts.co
Phone: (719) 447-1777

EXHIBIT A-1

WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1-3

Digital Accessibility Plan *Updated October 2024*

I. Accessibility Standards

In accordance with Colorado law, Woodmen Heights Metropolitan District Nos. 1-3 (the “District”) are committed to applying standard configurations for technologies and services, in accordance with the technical standards provided by:

- World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or higher;
- Section 508 of the U.S. Rehabilitation Act of 1973 Chapters 3,4,6; and
- Following C.R.S. 24-85-101 to 24-85-104, ARTICLE 85.

II. The District’s Efforts

The District is fully committed to providing accessible digital information to all members of the public. Our ongoing accessibility effort works towards the day when the District’s online services and digital communications are accessible to the public, including equal access for persons with disabilities. The District has a plan to prioritize, evaluate, remediate, and continuously improve its online services and digital communications. Below, you’ll find some of the measures that the District is undertaking.

III. Accessibility Maturity

The District is at the following maturity level for 2024:

Check One:

- Inactive: No awareness and recognition of need. At this stage organizations are inventorying their technology, have begun to make investments, etc.
- Launch: Recognized need organization-wide. Planning initiated, but activities not well organized.
- Integrate: Roadmap including timeline is in place, overall organizational approach defined and well organized.
- Optimize: Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

IV. Maturity Level Discussion

The District has encountered the following challenges:

- The District does not have the financial resources to fully remediate all of its digital content and website platform immediately.
- The District does not have the administrative or personnel resources to fully inventory all of its digital content immediately.

The District has enjoyed the following successes:

- The District has made progress towards full compliance with WCAG 2.1 Level AA despite the challenges above. The organizational measures below detail the District's measures taken up to the date of this plan.

V. Organizational Measures

The District has taken the following measures:

- Posted an accessibility statement to the website.
- Posted the current progress-to-date quarterly report and contact information for receiving accessibility feedback and requests for reasonable accommodations and modifications to the website.
- Identified a Compliance Officer to respond to reasonable accommodation and modification requests.
- Validated through testing front-facing webpage compliance with WCAG 2.1 Level AA.
- Created and implemented a plan for providing reasonable accommodations and modifications until the technology can be made accessible.

The District has designated its Compliance Officer to coordinate and implement the plan. The District's Compliance Officer's contact information is as follows:

Woodmen Heights Metropolitan District Nos. 1-3
Attn: Compliance Officer
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Email: kristina.k@wsdistricts.co
Phone: (719) 447-1777



**JOINT RESOLUTION OF BOARD OF DIRECTORS
CALLING ELECTION**

WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1-3

§§ 32-1-804, 1-1-111(2), 1-13.5-1101, and 1-13.5-513(1), C.R.S.

At a meeting of the Board of Directors of the Woodmen Heights Metropolitan District Nos. 1-3 (the “**District**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within El Paso County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 6, 2025, for the purpose of electing directors and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S.
2. The Board names Ashley B. Frisbie as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County.
3. Without limiting the foregoing, the following specific determinations also are made:

- a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
- b. The Board hereby determines that: in addition to emailing to each registered elector at the email address provided by the county (or if no email is provided, by mailing to the household of each registered elector), notice of the call for nominations will be provided by 1) publication; or 2) newsletter, annual report or other mailing to the eligible electors of the District; or 3) posting on the District's website; or, if applicable, 4) for Districts with fewer than 1,000 electors, contained within a county of less than 30,000 people, posting at 3 public places and in the office of the clerk and recorder.

4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.

5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.

6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.

7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

[Remainder of Page Intentionally Left Blank]

ADOPTED OCTOBER 30, 2024

DISTRICT:

WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1-3, each a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the Districts

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Districts

Signature Page to Resolution Calling Election



WSDM – District Managers
614 N Tejon St
Colorado Springs Colorado
Phone: (719) 447-1777
Fax: (719) 867-4013
Website: wsdistricts.co



WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

Re: Management Contract 2025

Dear sir/madame:

We are pleased to present this continued management services agreement for the Woodmen Heights Metropolitan District No. 2 “the District”. By signing below the District accepts this engagement for ongoing Management Services.

Scope of Services-

We will engage in the day-to-day management of the District at the direction of its board of directors. Specifically, we will undertake those areas of responsibility listed in “Exhibit A.” We will perform these services in the most professional and efficient manner possible, per the scope of services “Exhibit B”.

Service fee-

Based upon the scope or work for the District, we will provide all the applicable services for a fixed fee of \$11,000 per month. This sum represents our best estimate of the number of hours of work required for the management of the District.

Hourly Rates

Principal	\$ 225.00
Senior Manager	\$ 180.00
Senior Accountant	\$ 190.00
Assistant Manager	\$ 150.00
Bookkeeper	\$ 75.00
Administrative/ Supporting Staff	\$ 50.00
Website Administration	\$ 50.00

Renewal/ Termination

This agreement shall be for one year in duration effective on 01/01/2024. If either WSDM or the District wishes to terminate the management agreement, 30 days of notice shall be provided in writing. In the event that no notice is provided by either party this agreement shall renew automatically for 1 year. Should any adjustments be needed regarding any portion of this agreement, we will consult with you and formalize those changes in writing.

Thank you for the opportunity. Please contact us if you have any questions about our engagement.

Respectfully,

Approved:

Rebecca Harris, President/ CEO

Les Krohnfeldt, Board President

Date: _____

Date: _____

EXHIBIT - A

Designation of WSDM responsibilities

	WSDM	Legal	Other
<u>Board Meetings</u>			
Meeting Agenda	X		
Meeting Support Materials	X		
Board Meeting Posting/Notice	X		
Meeting Minutes	X		
Annual posting of Meetings	X		
Annual Set of Resolutions (Admin, notice, online, fees, budget, CORA, election, etc.)		X	
Filing Conflicts	X		
<u>Budgets</u>			
Budget Hearing Advertisement		X	
Draft Budget Distributed	X		
Annual State Reporting	X	X	
Mill Levy Certification	X	X	
<u>Legal Notices</u>			
Drafting		X	
Review/Approval		X	
Record		X	
Inclusions/Exclusions Process	X	X	
<u>Elections</u>			
		X	
<u>Reporting</u>			
Budget Development and Filing	X	X	
Debt notice	X		
Quinquennial Finding	X		
Annual Report – County/ City	X		
Annual Report - State	X		
Annual Map Filing	X		
Transparency Notice (SDA, etc.)	X		
Non-rated Public Securities Report	X		
Agent Address/Notification	X		
Unclaimed Property Report	X		
<u>Insurance</u>			
Renewal	X		

Finance/ Bookkeeping

General Accounting Services	X		
Budget Reporting and Management	X		
Accounts Payable/Receivable	X		
Audit/Audit Exemption	X		
Monthly Financial Reporting	X		
Bond issue support	X	X	
Bank Relationships	X		
Bond Continuing Disclosure Report	X	X	

Billing Services

Regular Billing	NA		
Collections	X		
Maintain/publish Fees and charges	X	X	

Covenant Enforcement

Enforcement of Violations	NA		
Customer Service	NA		
Collections	NA		
Reviews of plans	NA		

Customer Service

Point of Contact	X		
Website Management	X		

EXHIBIT - B

SCOPE OF SERVICES:

Management Services

1. Meeting and Reporting Services – WSDM will provide the following services:
 - a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - b. Ensure meeting notices are properly and timely posted.
 - c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
 - d. Meeting packets will be distributed by U.S. Mail and/or email, as determined by the Board
 - e. Prepare for and attend regular and special meetings of the Board.
 - f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
 - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
 - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
 - i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
 - j. Set up and maintain the official records of the District and service as official custodian for same pursuant to the Colorado Open Records Act.
 - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
 - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.
2. Elections – Service as a Designated Election Official (DEO) for district elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR")
3. Construction Oversight – we may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.
4. Website Administration – extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or hosting the district website under www.wsdistricts.co.
5. Employee management – management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services
6. Covenant enforcement and CCR Management – WSDM will provide the following services:
 - a. Management of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings and preparation of meetings.
 - b. Community inspections and review of proposed improvements or architectural requests.
 - c. Provide enforcement of the recorded CCRs (Covenant, Conditions, and Restrictions) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.

7. Insurance – WSDM will be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, to coordinate any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

Accounting and bookkeeping

1. Standard Service – WSDM will provide the following services (with a Certified Public Accountant):
 - a. Accounting:
 - i. Prepare monthly, quarterly and annual financial statements for the monthly meeting packets.
 - ii. Reconcile bank statements and trustee statements on a monthly basis.
 - iii. Coordinate bank account setup and maintenance of signature cards.
 - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
 - v. Coordinate capital project draws and requisitions.
 - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
 - vii. Monthly review email of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
 - b. Accounts Payable:
 - i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
 - ii. Prepare issuance of checks (or virtual checks) to be paid by the Board for monthly disbursement.
 - iii. Prepare funding requests, if required.
 - iv. Release checks to vendors when all approvals and funding have been received.
 - c. Accounts Receivable:
 - i. Process deposit of revenues
 - ii. Process bank charges and other miscellaneous accounts receivable matters.
 - d. Financial Projections:
 - i. Provide multi-year forecasting on Board request
 - ii. Provide a Utility consumption versus rate analysis, and possible water loss calculations
 - iii. Provide commercial billing and rate structure analysis.
 - e. Budgets:
 - i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
 - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
 - f. Conservation Trust Fund (Greater outdoor of Colorado - GoCo Funds) Management and associated compliance reporting.
 - g. Audits:
 - i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
 - iv. Help present the Annual Audit for approval by the Board to be filed in compliance with State, local, and federal requirements.
 - v. Submit application to state requesting exemption from audit.
 - h. Bonds:
 - i. Monitor and comply with Bond documents, State Statute, and Auditing requirements
 - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable
 - iii. Coordinate principal and interest payments as required by the governing documents.
 - iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors

- v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- i. Developer Reimbursements/ Advances:
 - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
 - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements
 - iii. Coordinate principal and interest payments required by the Reimbursement agreement

Billing and Collections

1. Standard Services—WSDM may implement billing with either of two potential billing software systems for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
 - a. CUSI system is compatible with the Automatic Meter Reading (AMR), Badger Beacon systems as well as state of the art integration with direct payment options (Customer Web Portals, ACH, and Credit Card).
 - b. CINC system is compatible with direct payment options, customer account tracking, violation processing, and bank access.
2. Additional Standard Services will include:
 - a. Provide resolution of re-reads for meter reads, if necessary.
 - b. Customize billing system to download meter readings directly into accounting software to allow for automatic updates to customer accounts.
 - c. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.
 - d. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
 - e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms allowing the District to initiate an ACH withdrawal of the customer bill directly from their checking or savings account. Initiate ACH batches using dual controls.
 - f. Coordinate and provide correspondence regarding terminations, delinquencies, payment plans and shut-off notices in compliance with the District's collection policies and in coordination with the District's legal counsel.
 - g. Process payoff requests from title company for closings and set up new ownership information.
 - h. Collect transfer fee due upon the transfer of an account or property.
 - i. Process payment arrangements for customers facing economic hardship at the direction of the Board.
 - j. Process and transmit delinquent notices.
 - k. Process shutoff notices and direct the District's operator to proceed with shutoff.
 - l. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.
 - m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as accounts are paid current.
 - n. Respond to customer calls and inquiries in a timely and professional manner.
 - o. Track tap fee payments and coordinate with the Water Operator to provide installation of a new Tap for water utility.

Customer Service

1. WSDM may provide customer service support by phone, email, social media, text messaging, and fax to help all customers with their inquiries, questions, or request for information.
2. WSDM will provide access to a 24-hour emergency number at 719-447-4840.
3. WSDM will collaborate with security teams and monitor any security camera's as needed.
4. All customer inquiries will have a response to them within 1 hour during regular business hours or immediately the following business day, if not an emergency.

WSDM - District Managers
614 N Tejon St
Colorado Springs Colorado
Phone: (719) 447-1777
Fax: (719) 867-4013
Website: wsdistricts.co



WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

Re: Management Contract 2025

Dear sir/madame:

We are pleased to present this continued management services agreement for the Woodmen Heights Metropolitan District No. 2 “the District”. By signing below the District accepts this engagement for ongoing Management Services.

Scope of Services-

We will engage in the day-to-day management of the District at the direction of its board of directors. Specifically, we will undertake those areas of responsibility listed in “Exhibit A.” We will perform these services in the most professional and efficient manner possible, per the scope of services “Exhibit B”.

Service fee-

Based upon the scope or work for the District, we will provide all the applicable services for a fixed fee of \$5,000 per month. This sum represents our best estimate of the number of hours of work required for the management of the District.

Hourly Rates

Principal	\$ 225.00
Senior Manager	\$ 180.00
Senior Accountant	\$ 190.00
Assistant Manager	\$ 150.00
Bookkeeper	\$ 75.00
Administrative/ Supporting Staff	\$ 50.00
Website Administration	\$ 50.00

Renewal/ Termination

This agreement shall be for one year in duration effective on 01/01/2024. If either WSDM or the District wishes to terminate the management agreement, 30 days of notice shall be provided in writing. In the event that no notice is provided by either party this agreement shall renew automatically for 1 year. Should any adjustments be needed regarding any portion of this agreement, we will consult with you and formalize those changes in writing.

Thank you for the opportunity. Please contact us if you have any questions about our engagement.

Respectfully,

Approved:

Rebecca Harris, President/ CEO

Les Krohnfeldt, Board President

Date: _____

Date: _____

EXHIBIT - A

Designation of WSDM responsibilities

	WSDM	Legal	Other
<u>Board Meetings</u>			
Meeting Agenda	X		
Meeting Support Materials	X		
Board Meeting Posting/Notice	X		
Meeting Minutes	X		
Annual posting of Meetings	X		
Annual Set of Resolutions (Admin, notice, online, fees, budget, CORA, election, etc.)		X	
Filing Conflicts	X		
<u>Budgets</u>			
Budget Hearing Advertisement		X	
Draft Budget Distributed	X		
Annual State Reporting	X	X	
Mill Levy Certification	X	X	
<u>Legal Notices</u>			
Drafting		X	
Review/Approval		X	
Record		X	
Inclusions/Exclusions Process	X	X	
<u>Elections</u>			
		X	
<u>Reporting</u>			
Budget Development and Filing	X	X	
Debt notice	X		
Quinquennial Finding	X		
Annual Report – County/ City	X		
Annual Report - State	X		
Annual Map Filing	X		
Transparency Notice (SDA, etc.)	X		
Non-rated Public Securities Report	X		
Agent Address/Notification	X		
Unclaimed Property Report	X		
<u>Insurance</u>			
Renewal	X		

Finance/ Bookkeeping

General Accounting Services	X		
Budget Reporting and Management	X		
Accounts Payable/Receivable	X		
Audit/Audit Exemption	X		
Monthly Financial Reporting	X		
Bond issue support	X	X	
Bank Relationships	X		
Bond Continuing Disclosure Report	X	X	

Billing Services

Regular Billing	NA		
Collections	X		
Maintain/publish Fees and charges	X	X	

Covenant Enforcement

Enforcement of Violations	NA		
Customer Service	NA		
Collections	NA		
Reviews of plans	NA		

Customer Service

Point of Contact	X		
Website Management	X		

EXHIBIT - B

SCOPE OF SERVICES:

Management Services

1. Meeting and Reporting Services – WSDM will provide the following services:
 - a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - b. Ensure meeting notices are properly and timely posted.
 - c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
 - d. Meeting packets will be distributed by U.S. Mail and/or email, as determined by the Board
 - e. Prepare for and attend regular and special meetings of the Board.
 - f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
 - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
 - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
 - i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
 - j. Set up and maintain the official records of the District and service as official custodian for same pursuant to the Colorado Open Records Act.
 - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
 - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.
2. Elections – Service as a Designated Election Official (DEO) for district elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR")
3. Construction Oversight – we may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.
4. Website Administration – extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or hosting the district website under www.wsdistricts.co.
5. Employee management – management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services
6. Covenant enforcement and CCR Management – WSDM will provide the following services:
 - a. Management of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings and preparation of meetings.
 - b. Community inspections and review of proposed improvements or architectural requests.
 - c. Provide enforcement of the recorded CCRs (Covenant, Conditions, and Restrictions) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.

7. Insurance – WSDM will be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, to coordinate any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

Accounting and bookkeeping

1. Standard Service – WSDM will provide the following services (with a Certified Public Accountant):
 - a. Accounting:
 - i. Prepare monthly, quarterly and annual financial statements for the monthly meeting packets.
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 - v. Coordinate capital project draws and requisitions.
 - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
 - vii. Monthly review email of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
 - b. Accounts Payable:
 - i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
 - ii. Prepare issuance of checks (or virtual checks) to be paid by the Board for monthly disbursement.
 - iii. Prepare funding requests, if required.
 - iv. Release checks to vendors when all approvals and funding have been received.
 - c. Accounts Receivable:
 - i. Process deposit of revenues
 - ii. Process bank charges and other miscellaneous accounts receivable matters.
 - d. Financial Projections:
 - i. Provide multi-year forecasting on Board request
 - ii. Provide a Utility consumption versus rate analysis, and possible water loss calculations
 - iii. Provide commercial billing and rate structure analysis.
 - e. Budgets:
 - i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
 - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
 - f. Conservation Trust Fund (Greater outdoor of Colorado - GoCo Funds) Management and associated compliance reporting.
 - g. Audits:
 - i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
 - iv. Help present the Annual Audit for approval by the Board to be filed in compliance with State, local, and federal requirements.
 - v. Submit application to state requesting exemption from audit.
 - h. Bonds:
 - i. Monitor and comply with Bond documents, State Statute, and Auditing requirements
 - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable
 - iii. Coordinate principal and interest payments as required by the governing documents.
 - iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors

- v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- i. Developer Reimbursements/ Advances:
 - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
 - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements
 - iii. Coordinate principal and interest payments required by the Reimbursement agreement

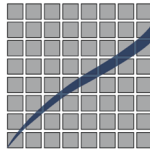
Billing and Collections

1. Standard Services—WSDM may implement billing with either of two potential billing software systems for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
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 - b. CINC system is compatible with direct payment options, customer account tracking, violation processing, and bank access.
2. Additional Standard Services will include:
 - a. Provide resolution of re-reads for meter reads, if necessary.
 - b. Customize billing system to download meter readings directly into accounting software to allow for automatic updates to customer accounts.
 - c. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.
 - d. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
 - e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms allowing the District to initiate an ACH withdrawal of the customer bill directly from their checking or savings account. Initiate ACH batches using dual controls.
 - f. Coordinate and provide correspondence regarding terminations, delinquencies, payment plans and shut-off notices in compliance with the District's collection policies and in coordination with the District's legal counsel.
 - g. Process payoff requests from title company for closings and set up new ownership information.
 - h. Collect transfer fee due upon the transfer of an account or property.
 - i. Process payment arrangements for customers facing economic hardship at the direction of the Board.
 - j. Process and transmit delinquent notices.
 - k. Process shutoff notices and direct the District's operator to proceed with shutoff.
 - l. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.
 - m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as accounts are paid current.
 - n. Respond to customer calls and inquiries in a timely and professional manner.
 - o. Track tap fee payments and coordinate with the Water Operator to provide installation of a new Tap for water utility.

Customer Service

1. WSDM may provide customer service support by phone, email, social media, text messaging, and fax to help all customers with their inquiries, questions, or request for information.
2. WSDM will provide access to a 24-hour emergency number at 719-447-4840.
3. WSDM will collaborate with security teams and monitor any security camera's as needed.
4. All customer inquiries will have a response to them within 1 hour during regular business hours or immediately the following business day, if not an emergency.





BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

October 17, 2024

Board of Directors

Woodmen Heights Metropolitan District No. 2

El Paso County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Woodmen Heights Metropolitan District No. 2 ("District") as of and for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US

GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and El Paso County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the entity in conformity with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform

these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Chris Jorgensen is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$10,550. You will also be billed for any travel or other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered when we begin final field work, and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination. This engagement letter was drafted under the assumption that WSDM District Managers is the manager for the District. In the event this is not the case, the terms of this engagement letter are subject to revision. This engagement letter is valid for 30 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

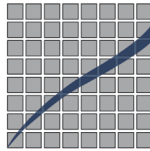
BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Woodmen Heights Metropolitan District No. 2.

Officer signature: _____ Title: _____ Date: _____



BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

October 17, 2024

Board of Directors

Woodmen Heights Metropolitan District No. 3

El Paso County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Woodmen Heights Metropolitan District No. 3 ("District") as of and for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US

GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and El Paso County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the entity in conformity with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

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You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform

these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Chris Jorgensen is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$10,275. You will also be billed for any travel or other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered when we begin final field work, and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination. This engagement letter was drafted under the assumption that WSDM District Managers is the manager for the District. In the event this is not the case, the terms of this engagement letter are subject to revision. This engagement letter is valid for 30 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Woodmen Heights Metropolitan District No. 3.

Officer signature: _____ Title: _____ Date: _____

