

# LIBERTY RANCH METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 800-741-3254  
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## NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration</u>
Blake Carlson	President	2022/May 2022
Brian P. Jumps	Treasurer	2023/May 2023
Jeffrey Mark	Assistant Secretary	2022/May 2022
Stephanie Reed	Assistant Secretary	2022/May 2022
<b>VACANT</b>		2023/May 2022

**DATE:**        **August 18, 2021**

**TIME:**        **10:00 a.m.**

**PLACE:**        DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

Join Zoom Meeting

<https://us02web.zoom.us/j/89590423059?pwd=RVP5UUEREkdVRXB2K3FpN1NoQTEvdz09>

Meeting ID: 895 9042 3059

Passcode: 075572

Dial-In: 1-253-215-8782

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Confirm quorum, approve Agenda and confirm location of the meeting and posting of meeting notices and designate 24 hour posting location.

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C. Public Comment.

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- D. Acknowledge the Resignation of Judy Leyshon as Secretary to the Board of Directors and consider appointment of Matt Cohrs as Secretary to the Board.
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- E. Discuss Board vacancy.
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- F. Review and approve Minutes of the November 19, 2020 special meeting (enclosure).
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II. FINANCIAL

- A. Review and ratify approval of the payment of claims as follows (enclosures):

Fund	Period Ending Dec. 9, 2020	Period Ending Jan. 13, 2021	Period Ending Feb.8, 2020	Period Ending March 23, 2021
General	\$ 4,226.10	\$ 5,408.30	\$ 3,280.06	\$ 5,826.42
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 4,226.10</b>	<b>\$ 5,408.30</b>	<b>\$ 3,280.06</b>	<b>\$ 5,826.42</b>

Fund	Period Ending April 23, 2021	Period Ending May 25, 2021	Period Ending June 22, 2021	Period Ending July 22, 2021
General	\$ 1,183.66	\$ 997.83	\$ 2,858.29	\$ 468.30
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 1,183.66</b>	<b>\$ 997.83</b>	<b>\$ 2,585.29</b>	<b>\$ 468.30</b>

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- B. Discuss status of TIF collection.
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- C. Review and accept the unaudited financial statements for the period ending June 30, 2021 (enclosure).
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- D. Discuss status of the 2020 Audit.
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III. LEGAL MATTERS

A. Discuss proposed 2021 Bond refinancing.

1. Review and consider approval of Engagement Letter by and between the District and CliftonLarsonAllen LLP for preparation of Financial Forecast (enclosure).

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  2. Review and consider approval of Engagement Letter by and between the District and Kline Alvarado Veio PC as District Bond Counsel and Special Disclosure Counsel (enclosure).

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  3. Review and consider approval of Engagement Letter by and between the District and Tierra Financial Advisors, LLC as District Municipal Advisor (enclosures).

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  4. Acknowledge correspondence from Tierra Financial Advisors, LLC regarding MSRB Rule G-42 Disclosures (enclosure).

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  5. Review and consider approval of Proposal for Professional Planning and Economic Services (Residential and Commercial Market Analysis) by and between the District and King & Associates Inc. (enclosure).

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  6. Review and consider approval of Engagement Letter by and between the District and Wells Fargo Securities, LLC for District Underwriting Services (enclosure).

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  7. Review and consider approval of Continuation of Engagement Letter by and between the District and Ryder Scott Company, L.P. (enclosure).

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- B. Review and consider approval of Second Amendment to Resolution No. 2013-10-04; Regarding Colorado Open Records Act Requests (enclosure).

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IV. OTHER MATTERS

- A. Discuss schedule for potential special meetings related to the proposed 2021 Bond refinancing.
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- V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 18, 2021.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE LIBERTY RANCH METROPOLITAN DISTRICT HELD NOVEMBER 19, 2020

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Liberty Ranch Metropolitan District (referred to hereafter as the "District") was convened on Thursday, the 19<sup>th</sup> day of November, 2020, at 1:00 P.M. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call. The meeting was open to the public via conference call.

#### ATTENDANCE

#### Directors In Attendance Were:

Blake Carlson  
Brian P. Jumps  
Stephanie Reed  
Jeffrey Mark

#### Also In Attendance Were:

Judy Leyshon; Special District Management Services, Inc.

Elisabeth Cortese, Esq.; McGeady Becher P.C.

Carrie Bartow; CliftonLarsonAllen LLP

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Ms. Leyshon noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute.

#### ADMINISTRATIVE MATTERS

Agenda: Ms. Leyshon distributed for the Board's review and approval a proposed Agenda for the District's special meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Carlson, seconded by Director Reed and, upon vote, unanimously carried, the Agenda was approved.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. It was noted that due to concerns regarding the spread of the COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, the District meeting was held and properly noticed to be held via conference call, without any individuals (neither District representatives nor the general public) attending in person. The Board further noted that notice providing the telephone conference information was duly posted and that they have not received any objections or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

**Public Comment:** There was no public comment.

**Results of May 5, 2020 Regular Election:** Ms. Leyshon discussed with the Board the results of the May 5, 2020 Regular Election for Directors ("Election"). It was noted the Election had been cancelled, as allowed under the statute, as there were not more candidates than seats available on the Board. Director Jumps was deemed elected to a three-year term ending in 2023.

**Board Vacancy:** The Board discussed the current vacancy on the Board and noted that neither the Board nor the District Manager have been made aware of any currently qualified individuals that are interested in filling the vacancy.

**Appointment of Officers:** The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the following officers were appointed:

President:	Blake Carlson
Treasurer:	Brian Jumps
Secretary:	Jeffrey Mark
Assistant Secretary:	Stephanie Reed

**Minutes:** The Board reviewed the Minutes of the November 19, 2019 special meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Carlson, seconded by Director Reed and, upon vote, unanimously carried, the Board approved the Minutes of the November 19, 2019 special meeting, as presented.

**Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations, Establishing District Website and Designating Location for Posting of 24-Hour Notice:** Ms. Leyshon reviewed the business to be conducted in 2021 to meet the statutory compliance requirements. The Board determined to meet on November 18, 2021, at 1:00 P.M.

Following discussion, upon motion duly made by Director Jumps, seconded by Director Carlson and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-01 of the Board of Directors of the District Establishing Regular Meeting Dates, Time and Location, Establishing District Website and Designating Location for posting 24-Hour Notice. A copy of the Resolution is attached hereto and incorporated herein.

**§32-1-809, C.R.S. Reporting Requirements (Transparency Notice):** Ms. Leyshon discussed with the Board §32-1-809, C.R.S. reporting requirements (Transparency Notice) and mode of eligible elector notification.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote unanimously carried, the Board determined to post the Transparency Notice on the Special District Association Website to satisfy the statutory requirement and also on the District's website (once the District website has been established).

**McGeady Becher P. C. Record Retention Policy:** Attorney Cortese presented an update on the McGeady Becher P. C. Record Retention Policy.

The Board approved the update and directed a copy of the approved the McGeady Becher P.C. Records Retention Policy be attached to the Minutes for this meeting.

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### **FINANCIAL MATTERS**

**Claims:** The Board considered ratifying approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Nov. 14, 2019	Period Ending Dec. 12, 2019	Period Ending Jan.8, 2020	Period Ending Feb. 11, 2020
General	\$ 4,503.67	\$ 6,481.40	\$ 6,069.41	\$ 4,447.60
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 4,503.67</b>	<b>\$ 6,481.40</b>	<b>\$ 6,069.41</b>	<b>\$ 4,447.60</b>

## RECORD OF PROCEEDINGS

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Fund	Period Ending March 19, 2020	Period Ending April 14, 2020	Period Ending May 14, 2020	Period Ending June 17, 2020
General	\$ 1,361.03	\$ 682.65	\$ 2,294.07	\$ 4,943.85
Debt	\$ 5,500.00	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 6,861.03</b>	<b>\$ 682.65</b>	<b>\$ 2,294.07</b>	<b>\$ 4,943.85</b>

Fund	Period Ending July 9, 2020	Period Ending Aug. 10, 2020	Period Ending Sept. 11, 2020	Period Ending Oct. 13, 2020
General	\$ 407.55	\$ 2,814.51	\$ 1,528.63	\$ 4,973.53
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 407.55</b>	<b>\$ 2,814.51</b>	<b>\$ 1,528.63</b>	<b>\$ 4,973.53</b>

Fund	Period Ending Nov. 6, 2020
General	\$ 3,494.56
Debt	\$ -0-
Capital Projects	\$ -0-
<b>Total</b>	<b>\$ 3,494.56</b>

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

**TIF Collections:** Ms. Bartow advised the Board that the District's TIF revenue, as indicated in the Tax Increment Finance Breakdown for Weld County, had been received.

**Unaudited Financial Statements:** Ms. Bartow reviewed with the Board the unaudited financial statements for the period ending September 30, 2020.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending September 30, 2020.

**2019 Audit Engagement Letter:** The Board reviewed the engagement letter from WipFli LLP to perform the 2019 Audit.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Board ratified approval of engagement of WipFli LLP to perform the 2019 Audit.

**2019 Audit:** Ms. Bartow review the 2019 Audit with the Board.



## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Board ratified approval of the 2019 Audit and execution of the Representations Letter.

**Preparation of 2020 Audit:** The Board reviewed the engagement letter from Wipfli LLP to perform the 2020 Audit.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Reed and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to perform the 2020 Audit, for an amount not to exceed \$4,100.00.

**2020 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time, and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received and the public hearing was closed.

Following review and discussion, Director Carlson moved to adopt the Resolution 20-11-02 to Amend 2020 Budget, Director Jumps seconded the motion and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2020 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2021 Budget Hearing:** The President opened the public hearing to consider the proposed 2021 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received and the public hearing was closed.

Ms. Bartow reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2020-11-03 to Adopt the 2021 Budget and Appropriate Sums of Money and Resolution

## RECORD OF PROCEEDINGS

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No. 2020-11-04 to Set Mill Levies (General Fund at 8.743 mills and the Debt Service Fund at 54.642 mills, for a total mill levy of 63.385 mills). Upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Resolutions were adopted, and execution of the Certification of Budget and Certification of Mill Levies were authorized, subject to receipt of final Certification of Assessed Valuation from the County and final review by Counsel. Ms. Leyshon was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Weld County, not later than December 15, 2020. Ms. Leyshon was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2021. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

**Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3:** The Board reviewed Resolution No. 2020-11-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.

Following discussion, upon motion duly made by Director Jumps, seconded by Director Carlson and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-11-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**DLG-70 Mill Levy Certification:** Ms. Leyshon discussed with the Board the DLG-70 Mill Levy Certification form.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

**2022 Budget Preparation:** The Board entered into discussion regarding appointment of the District Accountant to prepare the 2022 Budget.

Following discussion, upon motion duly made by Director Carlson, seconded by Director Jumps and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget.

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### **LEGAL MATTERS**

None

## RECORD OF PROCEEDINGS

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### **OTHER MATTERS**

There were no other matters.  
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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made, seconded and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1582</b>						
12/09/2020	CliftonLarsonAllen LLP	2672027	Accounting	1-7000	2,363.91	<u>2,363.91</u>
Total 1582:						<u>2,363.91</u>
<b>1583</b>						
12/09/2020	McGeady Becher P.C.	793C 10/2020	Legal Services	1-7460	110.00	<u>110.00</u>
Total 1583:						<u>110.00</u>
<b>1584</b>						
12/09/2020	Prairie Mountain Media	0000255364	Miscellaneous	1-7480	26.10	<u>26.10</u>
Total 1584:						<u>26.10</u>
<b>1585</b>						
12/09/2020	Special Dist Mgmt Srvs	11/2020	District Manage	1-7440	1,726.09	<u>1,726.09</u>
Total 1585:						<u>1,726.09</u>
Grand Totals:						<u><u>4,226.10</u></u>

**Liberty Ranch Metropolitan District  
December-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 4,226.10	\$ -	\$ -	\$ 4,226.10
		-	-	-
	-	-	-	-
<hr/>				
<b>Total Disbursements from Checking Acct</b>	<b>\$ 4,226.10</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,226.10</b>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1586</b>						
01/13/2021	CliftonLarsonAllen LLP	2693271	Accounting	1-7000	2,327.06	<u>2,327.06</u>
	Total 1586:					<u>2,327.06</u>
<b>1587</b>						
01/13/2021	McGeady Becher P.C.	793C 11/2020	Legal Services	1-7460	2,205.00	<u>2,205.00</u>
	Total 1587:					<u>2,205.00</u>
<b>1588</b>						
01/13/2021	Special Dist Mgmt Svcs	12/2020	District Manage	1-7440	876.24	<u>876.24</u>
	Total 1588:					<u>876.24</u>
	Grand Totals:					<u><u>5,408.30</u></u>

**Liberty Ranch Metropolitan District  
January-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 5,408.30	\$ -	\$ -	\$ 5,408.30
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<b>\$ 5,408.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,408.30</b>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1589</b>						
02/08/2021	CliftonLarsonAllen LLP	2719433	Accounting	1-7000	971.78	971.78
Total 1589:						971.78
<b>1590</b>						
02/08/2021	McGeady Becher P.C.	793C 12/2020	Legal Services	1-7460	426.33	426.33
Total 1590:						426.33
<b>1591</b>						
02/08/2021	Special Dist Mgmt Svcs	01/2021	District Manage	1-7440	1,561.79	1,561.79
Total 1591:						1,561.79
<b>1592</b>						
02/08/2021	Special District Associati	2021 DUES	Insurance and B	1-7360	320.16	320.16
Total 1592:						320.16
Grand Totals:						3,280.06



Liberty Ranch Metropolitan District  
February-21

	General	Debt	Capital	Totals
Disbursements	\$ 3,280.06	\$ -	\$ -	\$ 3,280.06
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<b>\$ 3,280.06</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,280.06</b>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1593</b>						
03/23/2021	CliftonLarsonAllen LLP	2744877	Accounting	1-7000	870.47	870.47
Total 1593:						870.47
<b>1594</b>						
03/23/2021	McGeady Becher P.C.	793C 01/2021	Legal Services	1-7460	250.00	250.00
Total 1594:						250.00
<b>1595</b>						
03/23/2021	Special Dist Mgmt Srvs	02/2021	District Manage	1-7440	855.95	855.95
Total 1595:						855.95
<b>1596</b>						
03/23/2021	Wipfli, LLP	1670449	Audit Fees	1-7020	3,850.00	3,850.00
Total 1596:						3,850.00
Grand Totals:						5,826.42

**Liberty Ranch Metropolitan District  
March-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 5,826.42	\$ -	\$ -	\$ 5,826.42
		-	-	-
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<u>\$ 5,826.42</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,826.42</u>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1597</b>						
04/23/2021	CliftonLarsonAllen LLP	2773095	Accounting	1-7000	504.53	504.53
Total 1597:						504.53
<b>1598</b>						
04/23/2021	McGeady Becher P.C.	793C 02/2021	Legal Services	1-7460	60.00	60.00
Total 1598:						60.00
<b>1599</b>						
04/23/2021	Special Dist Mgmt Srvs	03/2021	District Manage	1-7440	619.13	619.13
Total 1599:						619.13
Grand Totals:						1,183.66

**Liberty Ranch Metropolitan District**  
**April-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 1,183.66	\$ -	\$ -	\$ 1,183.66
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<b>\$ 1,183.66</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,183.66</b>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1600</b>						
05/25/2021	CliftonLarsonAllen LLP	2817402	Accounting	1-7000	278.25	278.25
Total 1600:						278.25
<b>1601</b>						
05/25/2021	McGeady Becher P.C.	793C 03/2021	Legal Services	1-7460	132.50	132.50
Total 1601:						132.50
<b>1602</b>						
05/25/2021	Special Dist Mgmt Svcs	04/2021	District Manage	1-7440	586.63	586.63
Total 1602:						586.63
Grand Totals:						997.38

Liberty Ranch Metropolitan District  
May-21

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 997.38	\$ -	\$ -	\$ 997.38
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<u>\$ 997.38</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 997.38</u>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1603</b>						
06/22/2021	CliftonLarsonAllen LLP	2866929	Accounting	1-7000	1,150.93	1,150.93
06/22/2021	CliftonLarsonAllen LLP	2911722	Accounting	1-7000	506.89	506.89
Total 1603:						<u>1,657.82</u>
<b>1604</b>						
06/22/2021	McGeady Becher P.C.	793C 04/2021	Legal Services	1-7460	240.00	240.00
06/22/2021	McGeady Becher P.C.	793C 05/2021	Legal Services	1-7460	540.00	540.00
Total 1604:						<u>780.00</u>
<b>1605</b>						
06/22/2021	Special Dist Mgmt Srvs	05/2021	District Manage	1-7440	420.47	420.47
Total 1605:						<u>420.47</u>
Grand Totals:						<u><u>2,858.29</u></u>



**Liberty Ranch Metropolitan District  
June-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 2,858.29	\$ -	\$ -	\$ 2,858.29
	-	-	-	-
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<b>\$ 2,858.29</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,858.29</b>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1606</b>						
07/22/2021	CliftonLarsonAllen LLP	2942887	Accounting	1-7000	170.63	<u>170.63</u>
Total 1606:						<u>170.63</u>
<b>1607</b>						
07/22/2021	Special Dist Mgmt Svcs	06/2021	District Manage	1-7440	297.67	<u>297.67</u>
Total 1607:						<u>297.67</u>
Grand Totals:						<u><u>468.30</u></u>

**Liberty Ranch Metropolitan District  
July-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 468.30	\$ -	\$ -	\$ 468.30
	-	-	-	-
<b>Total Disbursements from Checking Acct</b>	<b>\$ 468.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 468.30</b>

LIBERTY RANCH METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2021

DRAFT - SUBJECT TO REVISION

LIBERTY RANCH METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
JUNE 30, 2021

	General	Debt Service	Capital Projects	Total
<b>ASSETS</b>				
Cash - Checking	\$ 33,293	\$ -	\$ -	\$ 33,293
CSAFE	82,731	81,697	-	164,428
UMB Bond Fund - Series 2017A	-	192,262	-	192,262
UMB Surplus Fund - Series 2017A	-	25,303	-	25,303
UMB Project Fund - Series 2017A	-	-	44	44
Receivable from County Treasurer	24,076	150,468	-	174,544
<b>TOTAL ASSETS</b>	<b>\$ 140,100</b>	<b>\$ 449,730</b>	<b>\$ 44</b>	<b>\$ 589,874</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 468	\$ -	\$ -	\$ 468
Total Liabilities	468	-	-	468
<b>FUND BALANCES</b>				
Total Fund Balances	139,632	449,730	44	589,406
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 140,100</b>	<b>\$ 449,730</b>	<b>\$ 44</b>	<b>\$ 589,874</b>

DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

LIBERTY RANCH METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE SIX MONTHS ENDED JUNE 30, 2021

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property Taxes	\$ 59,159	\$ 58,663	\$ (496)
Property Tax - URA	3,303	-	(3,303)
Specific Ownership Tax	3,123	1,508	(1,615)
Interest Income	1,750	38	(1,712)
<b>TOTAL REVENUES</b>	<u>67,335</u>	<u>60,209</u>	<u>(7,126)</u>
<b>EXPENDITURES</b>			
Accounting	20,000	3,482	16,518
Audit	4,050	-	4,050
County Treasurer's Fee	887	880	7
Dues	550	320	230
Insurance	3,500	2,993	507
District Management	10,000	4,342	5,658
Legal	20,000	1,223	18,777
Miscellaneous	1,263	104	1,159
Election	1,250	-	1,250
<b>TOTAL EXPENDITURES</b>	<u>61,500</u>	<u>13,344</u>	<u>48,156</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	5,835	46,865	41,030
<b>OTHER FINANCING SOURCES (USES)</b>			
Repay Developer Advance	(10,000)	-	10,000
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(10,000)</u>	<u>-</u>	<u>10,000</u>
<b>NET CHANGE IN FUND BALANCES</b>	(4,165)	46,865	51,030
<b>FUND BALANCES - BEGINNING</b>	<u>87,714</u>	<u>92,767</u>	<u>5,053</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 83,549</u>	<u>\$ 139,632</u>	<u>\$ 56,083</u>

DRAFT - SUBJECT TO REVISION

## SUPPLEMENTARY INFORMATION

DRAFT - SUBJECT TO REVISION

LIBERTY RANCH METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE SIX MONTHS ENDED JUNE 30, 2021

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property Taxes	\$ 369,730	\$ 366,630	\$ (3,100)
Property Tax - URA	20,645	-	(20,645)
Specific Ownership Tax	19,519	9,423	(10,096)
Interest Income	1,576	108	(1,468)
<b>TOTAL REVENUES</b>	<u>411,470</u>	<u>376,161</u>	<u>(35,309)</u>
<b>EXPENDITURES</b>			
County Treasurer's Fee	5,546	5,501	45
Paying Agent Fees	5,500	-	5,500
Bond Interest - Series 2017A	254,500	127,250	127,250
Bond Interest - Series 2017B	76,000	-	76,000
Bond Principal - Series 2017A	65,000	-	65,000
Contingency	8,504	-	8,504
<b>TOTAL EXPENDITURES</b>	<u>415,050</u>	<u>132,751</u>	<u>282,299</u>
<b>NET CHANGE IN FUND BALANCES</b>	(3,580)	243,410	246,990
<b>FUND BALANCES - BEGINNING</b>	<u>208,330</u>	<u>206,320</u>	<u>(2,010)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 204,750</u>	<u>\$ 449,730</u>	<u>\$ 244,980</u>

DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.



LIBERTY RANCH METROPOLITAN DISTRICT  
 SCHEDULE OF REVENUES, EXPENDITURES AND  
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 FOR THE SIX MONTHS ENDED JUNE 30, 2021

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
TOTAL EXPENDITURES			
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	44	44
FUND BALANCES - ENDING	\$ -	\$ 44	\$ 44

DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**LIBERTY RANCH METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Liberty Ranch Metropolitan District (District), a quasi-municipal corporation located entirely in Weld County, Colorado, was organized on December 23, 2005, and is governed pursuant to provisions of the Colorado Special District Act. The District was established to provide for construction and financing for street, safety protection, water, sanitation and mosquito control facilities and improvements. The street and safety control improvements will be dedicated to and maintained by the Town of Mead. Water and sanitation improvements will be dedicated to and maintained by the Longs Peak Water District and St. Vrain Sanitation District, respectively.

On November 1, 2005, the District's voters authorized total indebtedness of \$36,100,000 for the above listed facilities and \$500,000 for operations and maintenance. Additionally the District's voters authorized a total indebtedness of \$36,100,000 each for debt refunding and intergovernmental contracts. The election also approved an annual increase in property taxes of \$500,000 without limitation of rate, to pay the District's operation and maintenance costs.

Pursuant to the District's Service Plan, the District is limited to issuing a total of \$18,500,000 in bonds. The District is also limited to a maximum debt service mill levy of 50.000 mills, as adjusted for changes in the ratio of actual value to assessed value of property within the District, pursuant to the Service Plan.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting and in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary Information page of the Budget.

**LIBERTY RANCH METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected by both the General Fund and the Debt Service Fund. The budget assumes that specific ownership taxes allocable to property taxes collected by the Debt Service Fund will be pledged to debt service on the bonds during the term bonds are outstanding.

**Interest Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.5%.

**Property Taxes – URA**

A portion of the District is located in an urban renewal area. The District mill levy applied to the tax increment portion of the final certified assessed value will be remitted to the District as levied, net treasurer fees.

**Expenditures**

**Administrative and Operating Expenditures**

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, and banking fees.

**Debt and Leases**

On February 22, 2017, the District issued its \$5,225,000 General Obligation Refunding and Improvement Bonds, Series 2017A (2017A Bonds), its \$2,517,000 Subordinate Limited Tax General Obligation Improvement Bonds, Series 2017B (2017B Bonds) and its \$3,485,000 Junior Subordinate Cash Flow Bonds (2017C Bonds, and collectively with the 2017A Bonds and 2017B Bonds, the "2017 Bonds"). The proceeds from the sale of the 2017A Bonds were applied to refunding the 2006 Bonds of the District, reimbursing Developer advances related to public improvements for the District, paying the costs of issuing the 2017 Bonds, and the District's \$3,485,000 Junior Subordinate Cash Flow Bonds, Series 2017C (2017C Bonds). The proceeds from the sale of the 2017B Bonds will be applied to reimbursing Developer advances related to public improvements for the District and paying certain costs of issuing the 2017B Bonds. The proceeds from the sale of the 2017C Bonds were used to reimburse Developer advances related to public improvements for the District and paying certain costs of issuing the 2017C Bonds.

**LIBERTY RANCH METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

The 2017A Bonds bear interest at 5.00%, payable semi-annually on June 1 and December 1, beginning on June 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2017. The 2017A Bonds mature on December 1, 2046.

The 2017B Bonds bear interest at 8.125% per annum, are payable annually from Subordinate Pledged Revenue, if any, on December 15, beginning on December 15, 2017, and mature on December 15, 2046. The 2017B Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal prior to the final maturity date. Unpaid interest on the 2017B Bonds compounds annually on each December 15. All of the 2017B Bonds and interest thereon will be deemed to be paid, satisfied and discharged on December 16, 2054, regardless of the amount of principal and interest paid on the 2017B Bonds prior to such Subordinate Termination Date.

The 2017C Bonds bear interest at the rate of 8.125% per annum, and are payable annually from Junior Subordinate Pledged Revenue, if any available, on each December 15, commencing on the first December 15 occurring after the 2017B Bonds have been paid in full or are no longer outstanding, and mature on December 15, 2056. The 2017C Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal prior to the final maturity date. Unpaid interest on the 2017C Bonds compounds annually on each December 15. All of the 2017C Bonds and interest thereon will be deemed to be paid, satisfied and discharged on December 16, 2057, regardless of the amount of principal and interest paid on the 2017C Bonds prior to such Termination Date.

The District has no operating or capital leases.

The District has outstanding developer advances. Anticipated activity is as follows:

	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020
Developer Advance	\$ 215,642	\$ -	\$ -	\$ 215,642
Accrued Interest - Developer Advance	107,196	17,298	15,000	109,494
<b>Total Developer Advances</b>	<b>\$ 322,838</b>	<b>\$ 17,298</b>	<b>\$ 15,000</b>	<b>\$ 325,136</b>

	Balance at December 31, 2020	Additions	Reductions	Balance at December 31, 2021
Developer Advance	\$ 215,642	\$ -	\$ -	\$ 215,642
Accrued Interest - Developer Advance	109,494	17,251	10,000	116,745
<b>Total Developer Advances</b>	<b>\$ 325,136</b>	<b>\$ 17,251</b>	<b>\$ 10,000</b>	<b>\$ 332,387</b>

**LIBERTY RANCH METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserve Funds**

**Emergency Reserve**

The District has provided for an Emergency Reserve equal to at least 3% of the fiscal year spending, defined under TABOR.

DRAFT - SUBJECT TO REVISION

**LIBERTY RANCH METROPOLITAN DISTRICT  
DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$5,225,000 General Obligation  
Refunding and Improvement Bonds Series 2017A  
Issue date February 22, 2017  
Principal Due Annually December 1  
Interest at 5.00%  
Due June 1 and December 1**

<b>Year Ending December 31,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2021	\$ 65,000	\$ 254,500	\$ 319,500
2022	75,000	251,250	326,250
2023	80,000	247,500	327,500
2024	90,000	243,500	333,500
2025	95,000	239,000	334,000
2026	105,000	234,250	339,250
2027	110,000	229,000	339,000
2028	120,000	223,500	343,500
2029	125,000	217,500	342,500
2030	140,000	211,250	351,250
2031	150,000	204,250	354,250
2032	160,000	196,750	356,750
2033	170,000	188,750	358,750
2034	185,000	180,250	365,250
2035	195,000	171,000	366,000
2036	210,000	161,250	371,250
2037	220,000	150,750	370,750
2038	240,000	139,750	379,750
2039	255,000	127,750	382,750
2040	275,000	115,000	390,000
2041	285,000	101,250	386,250
2042	310,000	87,000	397,000
2043	325,000	71,500	396,500
2044	350,000	55,250	405,250
2045	365,000	37,750	402,750
2046	390,000	19,500	409,500
	<u>\$ 5,090,000</u>	<u>\$ 4,359,000</u>	<u>\$ 9,449,000</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**LIBERTY RANCH METROPOLITAN DISTRICT  
SCHEDULE OF CASH POSITION  
June 30, 2021  
Updated as of August 12, 2021**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>Wells Fargo Bank - Checking Account</u></b>				
Balance as of 6/30/21	\$ 33,293.48	\$ -	\$ -	\$ 33,293.48
Subsequent activities:				
07/12/21 Bank Fees	(165.14)			(165.14)
07/22/21 Check # 1606-1607	(468.30)	-	-	(468.30)
<i>Anticipated Balance</i>	<u>32,660.04</u>	<u>-</u>	<u>-</u>	<u>32,660.04</u>
<b><u>CSAFE</u></b>				
Balance as of 6/30/21	82,731.38	81,697.48	-	164,428.86
Subsequent activities:				
07/10/21 Weld County taxes	24,075.86	150,467.58	-	174,543.44
07/30/21 Interest Income	4.25			4.25
08/10/21 Weld County taxes	291.54	1,822.17	-	2,113.71
<i>Anticipated Balance</i>	<u>107,103.03</u>	<u>233,987.23</u>	<u>-</u>	<u>341,090.26</u>
<b><u>UMB - Series 2017A Bond Fund</u></b>				
Balance as of 6/30/21	-	192,262.67	-	192,262.67
Subsequent activities:				
07/01/21 Interest income	-	2.98	-	2.98
<i>Anticipated Balance</i>	<u>-</u>	<u>192,265.65</u>	<u>-</u>	<u>192,265.65</u>
<b><u>UMB - Series 2017A Surplus Fund</u></b>				
Balance as of 6/30/21	-	25,302.17	-	25,302.17
Subsequent activities:				
07/01/21 Interest income	-	0.31	-	0.31
<i>Anticipated Balance</i>	<u>-</u>	<u>25,302.48</u>	<u>-</u>	<u>25,302.48</u>
<b><u>UMB - Series 2017A Project Fund</u></b>				
Balance as of 6/30/21	-	-	44.39	44.39
Subsequent activities:				
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>44.39</u>	<u>44.39</u>
<b><u>UMB - Series 2017B Bond Fund</u></b>				
Balance as of 6/30/21	-	0.04	-	0.04
Subsequent activities:				
<i>Anticipated Balance</i>	<u>-</u>	<u>0.04</u>	<u>-</u>	<u>0.04</u>
<b><i>Anticipated Balances</i></b>	<u>\$ 139,763.07</u>	<u>\$ 451,555.40</u>	<u>\$ 44.39</u>	<u>\$ 591,362.86</u>

**Yield information as of 06/30/21:**

CSAFE: 0.02%

UMB: 0.02%

**LIBERTY RANCH METROPOLITAN DISTRICT**  
**Property Tax Reconciliation**  
**2021**

	2021								2020				
	Property Tax	Delinquent Tax, Rebates and Abatements		Specific Ownership Tax	Interest	Treasurer's Fees	Due to/from County	Net Amount Received	% of Levied Property Tax Received		Net Tax Received	% of Levied Property Tax Received	
		TIF Reduction								Monthly		Y-T-D	Monthly
January	\$ 3,721.03	\$ -	\$ -	\$ 1,785.32	\$ -	\$ (55.82)	\$ -	\$ 5,450.53	0.87%	0.87%	\$ 7,319.62	1.12%	1.12%
February	158,939.36	-	(118.60)	1,746.35	-	(2,382.30)	-	158,184.81	37.06%	37.93%	176,255.82	38.66%	39.78%
March	56,881.27	-	(12,036.71)	2,143.40	9.45	(672.81)	-	46,324.60	13.26%	51.19%	15,175.32	3.02%	42.80%
April	22,072.62	-	-	1,841.00	18.60	(331.36)	-	23,600.86	5.15%	56.34%	23,729.71	4.93%	47.74%
May	20,303.84	-	-	1,767.47	36.40	(305.11)	-	21,802.60	4.74%	61.08%	17,235.40	3.51%	51.24%
June	187,684.97	-	(12,155.32)	1,646.73	-	(2,632.94)	-	174,543.44	43.76%	104.84%	155,506.20	34.05%	85.29%
July	-	-	-	-	-	-	-	-	0.00%	104.84%	3,732.55	0.30%	85.59%
August	-	-	-	-	-	-	-	-	0.00%	104.84%	4,766.00	0.57%	86.17%
September	-	-	-	-	-	-	-	-	0.00%	104.84%	65,126.33	21.82%	107.99%
October	-	-	-	-	-	-	-	-	0.00%	104.84%	2,206.06	0.00%	107.99%
November	-	-	-	-	-	-	-	-	0.00%	104.84%	2,007.88	0.00%	107.99%
December	-	-	-	-	-	-	-	-	0.00%	104.84%	1,799.02	0.00%	107.99%
<b>TOTAL</b>	<b>\$ 449,603.09</b>	<b>\$ -</b>	<b>\$ (24,310.63)</b>	<b>\$ 10,930.27</b>	<b>\$ 64.45</b>	<b>\$ (6,380.34)</b>	<b>\$ -</b>	<b>\$ 429,906.84</b>	<b>104.84%</b>	<b>104.84%</b>	<b>\$ 474,859.91</b>	<b>107.99%</b>	<b>107.99%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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**Property Tax**

General Fund	\$ 59,159.00	13.79%	\$ 58,662.91	99.16%
Debt Service	369,730.00	86.21%	366,629.55	99.16%
	<u>\$ 428,889.00</u>	<u>100.00%</u>	<u>\$ 425,292.46</u>	<u>99.16%</u>

**Specific Ownership Tax**

General Fund	\$ 3,123.00	13.79%	\$ 1,507.61	48.27%
Debt Service	19,519.00	86.21%	9,422.66	48.27%
	<u>\$ 22,642.00</u>	<u>100.00%</u>	<u>\$ 10,930.27</u>	<u>48.27%</u>

**Treasurer's and Other Fees**

General Fund	\$ 887.00	13.79%	\$ 879.74	99.18%
Debt Service	5,546.00	86.21%	5,500.60	99.18%
	<u>\$ 6,433.00</u>	<u>100.00%</u>	<u>\$ 6,380.34</u>	<u>99.18%</u>

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July 30, 2021

The Board of Directors of  
Liberty Ranch Metropolitan District  
Weld County, Colorado

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Carrie Bartow will be the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We will compile, in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants, from information provided by the members of the Board of Directors of Liberty Ranch Metropolitan District (the "District") (collectively, "Management"), the forecasted surplus cash balances and cash receipts and disbursements and the summary of significant forecast assumptions and accounting policies of the District for the General Fund and the Debt Service Fund for the calendar years ending 2021 through 2051. A compilation is limited to presenting, in the form of a financial forecast, information that is the representation of Management. We will not examine the financial forecast and therefore will not express any form of assurance on the achievability of the forecast or the reasonableness of the underlying assumptions. We are not independent with respect to the District.

A compilation of a financial forecast involves assembling the forecast based on Management's assumptions and performing certain other procedures with respect to the forecast without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete our compilation of your financial forecast, we will not issue a report on it as a result of this engagement.

A financial forecast presents, to the best of Management's knowledge and belief, the District's expected surplus cash balances and cash receipts and disbursements for the forecast period. It is based on Management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Management is responsible for representations about the District's plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

At the conclusion of the engagement, Management agrees to supply us with a signed representation letter that, among other things, will confirm Management's responsibility for the underlying assumptions and the appropriateness of the financial forecast and its presentation.

Management understands that the forecast must include disclosure of the summary of significant assumptions and that financial projections, if any are included, must identify the hypothetical assumptions and include a description of the limitations on the usefulness of the presentation. In order for us to complete the engagement, Management must provide assumptions that are appropriate for the forecast. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement and, accordingly, we will not issue a report on the forecast.

It is our understanding that the primary intent of engaging our professional services is for the benefit of the District. Our services are not intended to benefit or influence any other person or entity.

If Management intends to reproduce and publish the forecast and our report thereon, they must be reproduced in their entirety and both the first and subsequent corrected drafts of the document containing the forecast and any accompanying material must be submitted to us for approval.

Our fee for these services will be based on the actual time spent at our standard hourly rates plus other costs incurred and will be billed to you monthly as the work progresses. We will also add a Technology and Client Support Fee of five percent (5%) of all professional fees billed. Bills for services are due when submitted. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our hourly rates currently in effect for these services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

You hereby agree that if any statement is not paid within 30 days from its date, that the balance remaining from time-to-time unpaid shall draw interest at the monthly rate of 1½%, which is an annual percentage rate of 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

This engagement is limited to that described in this letter. As such, you understand and agree that we are acting solely as accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you.

CliftonLarsonAllen LLP certifies that as of the date of this letter, it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. We have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. The District may terminate this Agreement if we do not comply with the provisions of C.R.S. 8-17.5 – 102(2) and we shall be liable for actual and consequential damages to the District.

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102(5).

The working papers for our engagement are the sole and exclusive property of CliftonLarsonAllen LLP and constitute confidential and proprietary information. We do not provide access to our work papers to you or anyone else in the normal course of business. Should we be ordered by a valid subpoena or other appropriate court order to provide access to or copies of our work papers, you agree to reimburse us for the time and out-of-pocket expense necessary to comply with such order.

We do not anticipate any difficulties in meeting the expectations recited in this letter. However, in the unlikely event that there are disagreements regarding our services, any claims against CliftonLarsonAllen LLP as a result of the engagement must be brought within two years from the date of our report, or if a report is not issued, within two years from the date of the acceptance of this letter. Any damages will be limited to the amount of fees paid to CliftonLarsonAllen LLP.

We believe this letter accurately summarizes the significant terms of our engagement. If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,

CliftonLarsonAllen LLP



Carrie Bartow, CPA  
Principal, Outsourcing Team  
(719) 635-0330  
carrie.bartow@CLAconnect.com

This letter correctly sets forth the understanding of the Board of Directors of Liberty Ranch Metropolitan District.

Liberty Ranch Metropolitan District

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Director's Signature

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Title

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Date



July 29, 2021

Mr. Blake Carlson, President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, Esq., McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203

Re: Engagement as Bond Counsel and Special Disclosure Counsel in connection with the issuance by the District of Limited Tax General Obligation Bonds, Series 2021A and Subordinate Limited Tax General Obligation Bonds, Series 2021B

Dear Mr. Carlson:

You have asked Kline Alvarado Veio, P.C., to serve as Bond Counsel and Special Disclosure Counsel to Liberty Ranch Metropolitan District, Weld County, Colorado (the "District"), in connection with the proposed issuance by the District of the captioned bonds (the "Bonds"). The purpose of this engagement letter is to set forth certain matters concerning the services that we will perform as Bond Counsel and Special Disclosure Counsel and to agree in general terms upon our fees for such services. We understand that the Bonds will be issued for the purpose of financing and refinancing public improvements for the benefit of the District and paying costs of issuance of the Bonds, that the Bonds will be authorized by a resolution (the "Authorizing Resolution") to be adopted by the Board of Directors of the District (the "Board") and issued pursuant to an Indenture of Trust (Senior) and Indenture of Trust (Subordinate) (collectively, the "Indentures") to be entered into between the District and a commercial bank having trust powers, and that the Bonds will be payable from and secured by a pledge of certain revenues of the District, including the limited ad valorem taxing power of the District. We further understand that the Bonds will be publicly offered for and on behalf of the District by Wells Fargo Securities, LLC (the "Underwriter").

### **Scope of Engagement and Duties to be Performed**

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Assuming that no legal impediments to the issuance of the Bonds become apparent, we contemplate furnishing to the District and the Underwriter our approving opinion ("Bond Opinion") as to the validity and binding effect of the Bonds, the source of payment and security for the Bonds and the excludibility of the interest on the Bonds from gross income for federal and Colorado income tax purposes, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). Upon delivery of the Bond Opinion, our responsibilities as Bond Counsel will be concluded with respect to the Bonds.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We will also assume continuing compliance by the District with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the District to provide us with complete, accurate and timely information pertaining to the Bonds and their security. We understand that in this regard we will have full and timely cooperation of the members of the Board, District officers and staff, other appropriate public officials, the District's accountants and auditors and the District's general counsel. Our Bond Opinion will be based on the facts and law existing as of the date of Closing as well as information that the District provides. In rendering our Bond Opinion, we may also expressly rely upon the general counsel to the District and other parties to the transaction, such as the Underwriter and its counsel, if any, as to certain matters where appropriate.

In addition to rendering our Bond Opinion, we expect to perform the following duties:

- Prepare and review all legal documents required for authorization, securing, issuance and a public offering of the Bonds. These documents will include the Authorizing Resolution, the Indentures, and all related District proceedings, resolutions and documents that might be required, including all necessary filings with the Internal Revenue Service subject to the limitations contained in this engagement letter.
- Review enabling legislation and legal issues relating to the structure of the bond issue and the authorization and issuance of the Bonds.
- Prepare or furnish the closing documents and various certificates to be signed by the District and other participants in the transaction.
- Consult with the District and the District's general counsel, if necessary, concerning Colorado law matters pertaining to the District and the Bonds.
- Assist the District, upon request, in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds.

As Special Disclosure Counsel to the District, we expect to perform the following duties:

- Assist the District in preparing an offering document relating to the Bonds and, subject to satisfactory completion of our review, provide to the District written advice that, in the course of our participation in the preparation of such document no information has come to our attention which leads us to believe that such document, as of its date (except for customary exceptions and limitations) contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements in such offering document in the light of the circumstances under which they were made, not misleading.
- Prepare a continuing disclosure undertaking if the Bonds are subject to Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the

Securities Exchange Act of 1934, as amended, or if such a continuing disclosure undertaking is otherwise requested by the purchasers of the Bonds.

Our duties as Bond Counsel and Special Disclosure Counsel in this engagement are limited to those expressly set forth above. Among other things, our duties as Bond Counsel or Special Disclosure Counsel will not include the following:

- Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- Preparing Blue Sky or investment surveys with respect to the Bonds.
- Drafting state constitutional or legislative amendments.
- Pursuing test cases or other litigation, such as contested validation proceedings.
- Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure (1) that interest paid on the Bonds will continue to be excludible from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds, although we will perform such calculations pursuant to a separate engagement) or (2) compliance with any continuing disclosure undertaking related to the Bonds; provided, however, that from time to time the District may require advice or other legal services in connection with municipal finance matters that do not result in the issuance of Bonds, and it is intended that this engagement shall cover any such additional representation to the extent reasonably requested by the District.
- Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Although we ordinarily draft suggested forms for authorizing and closing documents, we do not assume responsibility for verifying the truth or completeness of facts certified as true and complete by others, nor, except as necessary to our Bond Opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine. We do not review the financial condition of the District or the adequacy of the security provided for the Bonds.

As noted above, our chief function as Bond Counsel is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. We customarily do not negotiate the terms of the transaction on behalf of the District but will advise the District as to the impact of such terms on our ability to render our Bond Opinion. We assume that other parties to the financing will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

We assume that we will have the full cooperation of appropriate officials of the District, the District's general counsel, the Underwriter and any others necessary to successfully complete this financing. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Under present law and regulations and our current understanding of the structure of the financing, we anticipate that the Bonds will be exempt from registration pursuant to the Securities Act of 1933, as amended, and that the Authorizing Resolution and Indentures will be exempt from qualification under the Trust Indenture Act of 1939, as amended. Thus, no filings with the Securities and Exchange Commission will be necessary. However, the Bonds may be subject to registration or qualification in certain states. Our Bond Opinion will not make reference to any state law registration or qualification requirements for any jurisdiction in which the Bonds are to be sold, and we will undertake no Blue Sky survey or investment survey with respect to the Bonds in issuing our Bond Opinion and other opinions that may be required at Closing.

### **Compensation and Reimbursement**

Based upon our current understanding of the proposed terms, structure, size and schedule of the financing, the proposed duties and responsibilities that we propose to undertake with respect thereto as outlined herein and the time that we anticipate will be required to carry out such duties and responsibilities, our fee for the services as Bond Counsel as described in this letter will be in the range of \$65,000-\$70,000, and our fee for the services as Disclosure Counsel as described in this letter will be in the range of \$65,000-70,000. These fee estimates are based on preliminary information concerning the proposed terms of the issue and ultimately will be determined by the final size and structure of the financing and upon consultation and agreement with the District.

In addition to fees for providing legal services, we are customarily reimbursed for certain extraordinary out-of-pocket expenses associated with the financing, including, for example, courier services, express delivery services, cost of reports provided by governmental entities such as the Weld County Assessor's office, regulatory filing fees, travel outside of the Denver metropolitan area and transcript preparation charges. We estimate that such out-of-pocket expenses will not exceed \$1,500.

We understand and agree that payment of our fees is contingent upon and payable at Closing, and that if the Bonds are not issued, for whatever reason, such fees will not be paid.

### **Conflicts**

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the District, one or more of our present or future clients will have transactions with the District. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will not be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this engagement letter will signify the District's consent to our representation of others consistent with the circumstances described in this paragraph.

### **Miscellaneous**

Our willingness to undertake the functions described herein with respect to the Bonds will be based upon the facts available to us at that time. We will commence our function with respect to the

Bonds after determining that nothing has come to our attention at that time which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds that would, in our opinion, cast doubt upon the legality of the transaction, we will not be obligated to render our Bond Opinion.

At your request, papers and property furnished by you will be returned promptly. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. We will not dispose of any documents or materials without first notifying the District of our intent to so dispose and allowing the District to retrieve the records if desired.

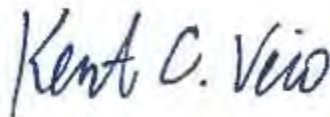
As previously stated, representation during Internal Revenue Service random and directed audits or Securities and Exchange Commission investigations regarding the Bonds is beyond the scope of this engagement letter. However, in the event of a random or directed audit of the Bonds by the Internal Revenue Service or questions raised regarding the Bonds by the Securities and Exchange Commission, assuming the absence of any conflict of interest, we would represent you, if you request, during the audit or investigation, subject to a supplemental engagement letter and at our standard hourly rates. You would also have the option to retain separate counsel to represent you during such an audit or investigation; assistance we might be called upon to render to such separate counsel would also be charged at our standard hourly rates.

Upon execution of this engagement letter, the District will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the District, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel and Special Disclosure Counsel are limited to those contracted for in this letter, and the execution of this engagement letter by the District will constitute an acknowledgment of those limitations. However, our representation of the District will not affect our responsibility to render an objective Bond Opinion.

Our representation of the District, and the attorney-client relationship created by this engagement letter, will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you on this matter.

**KLINE ALVARADO VEIO, P.C.**



By: \_\_\_\_\_  
Kent C. Veio



Liberty Ranch Metropolitan District

July 29, 2021

Page 6

This Engagement Letter is accepted and approved as of July \_\_, 2021.

**LIBERTY RANCH METROPOLITAN DISTRICT,  
WELD COUNTY, COLORADO**

By: \_\_\_\_\_

Name: Blake Carlson

Title: President



Tierra Financial Advisors, LLC  
1341 Horton Circle  
Arlington, Texas 76011  
(817) 390-8372

July 28, 2021

Mr. Blake Carlson  
Board President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, McGeady Becher  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203

RE: Municipal Advisory Services Agreement

Mr. Carlson:

1. **Retention of Tierra Financial Advisors, LLC.** Tierra Financial Advisors, LLC (“Tierra Financial Advisors”) appreciates the opportunity to serve as municipal advisor to Liberty Ranch Metropolitan District (the “Client,” “Issuer,” or “You”) in association with the proposed issuance of obligations evidencing indebtedness to finance public improvements related to the Development or the refunding of such obligations and the cost of services related to the issuance of such obligations (the “Obligations”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the “Effective Date”).
2. **Scope of Services for Municipal Securities.** Upon being engaged by the Client, Tierra Financial Advisors as its municipal advisor will provide the services set forth below (the “Scope of Services”) regarding the Obligations:
  - a. Analyze the financing and structuring alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
  - b. Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations (e.g. current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, private placement or negotiated sale, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (11) such other usual and customary financial advisory services as may be requested by the client.
  - c. Advise Client on current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.

- d. Organize and coordinate the financing team selected by Client. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by Client. In a negotiated offering, we will assist in the preparation of soliciting underwriter proposals upon request and provide assistance to Client for the hiring of the underwriter(s).
- e. Work with counsel on the transaction, including bond counsel whom the Client retains, who will be recognized municipal bond attorneys, whose fees will be paid by Client, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an opinion (in a form standard for the particular type of financing) opining to the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, work with bond counsel, disclosure counsel or underwriter's counsel, as applicable who may issue the appropriate opinion(s) regarding certain federal securities aspects of the disclosure document related to the Obligations. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.
- f. As applicable, assist in the Client's preparation of the preliminary limited offering memorandum and the final limited offering memorandum or equivalent disclosure document as the particular transaction may require (such as an official statement).
- g. Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- h. Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- i. Attend meetings of governing bodies of the Client, its consultants, representatives or committees as requested.
- j. Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner, including preparation of closing memorandum(s) and/or settlement statement(s).
- k. If requested, and necessary per the District's Service Plan, we will review and sign a "Financial Advisor" or "Pricing Certificate" as part of closing documentation for the proposed Obligations.
- l. After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- m. Advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:

- i. Unless otherwise provided in the Scope of Services described herein, Tierra Financial Advisors is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Tierra Financial Advisors provided by Tierra Financial Advisors for inclusion in such documents.
- ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.
- iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.
- iv. If the Client designates Tierra Financial Advisors as its independent registered municipal advisor (“IRMA”) pursuant to the Municipal Advisor Rule (the “MA Rule”) of the Securities and Exchange Commission (the “SEC”) with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to Tierra Financial Advisors the existence of any such IRMA designations. Any reference to Tierra Financial Advisors, its personnel and its role as IRMA in the written representation of the Client contemplated under the MA Rule is subject to prior approval by Tierra Financial Advisors. Tierra Financial Advisors is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

**3. Scope of Services for Loans with Bank or Governmental Agency/Authority.**

- a. As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority loan versus the issuance of municipal securities via the public debt markets.
- b. Recommend a plan for the structure of the loan, including: (1) the debt repayment structure (e.g., current interest, capital appreciation, etc.) and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4), payment dates and early redemption dates, if applicable; (5) security provisions; and (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client’s needs.
- c. Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for the Client’s review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.
- d. Analyze and negotiate the term sheets obtained and advise the Client and recommend the terms that meet the Clients financial objectives.

- e. If requested, and necessary per the District's Service Plan, we will review and sign a "Financial Advisor" or "Pricing Certificate" as part of closing documentation for the proposed loan.

**4. Amendment to Scope of Services.**

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein which is executed by the parties hereto. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

**5. Tierra Financial Advisors' Regulatory Duties When Servicing the Client under MSRB Rule G-42.**

Tierra Financial Advisors must make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action, or that form the basis for any advice provided by Tierra Financial Advisors to the Client. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 also requires that Tierra Financial Advisors undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Tierra Financial Advisors is also required to use reasonable diligence to know the essential facts concerning the Client and concerning the authority of each person acting on the Client's behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of the Agreement, Tierra Financial Advisors must determine based on information obtained through reasonable diligence, whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising the Client with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the Securities and Exchange Commission and MSRB may not apply to the activities of Tierra Financial Advisors.

The Client agrees to assist Tierra Financial Advisors in carrying out these regulatory duties, including providing to Tierra Financial Advisors accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify Tierra Financial Advisors if the Client requests that Tierra Financial Advisors review any recommendation of a third party.

**6. Term of this Engagement.**

The term of this Agreement begins on the Effective Date (the date this information is electronically transmitted to the Developer). This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. However, Tierra Financial Advisors may not be terminated during a pending bond issue once the Client has authorized the execution and delivery of the bond purchase agreement relating to the sale of such bonds and until the delivery of such bonds. If the Client terminates this Agreement, it shall, upon such termination pay to Tierra Financial Advisors any reasonable out-of-pocket expenses incurred which are the responsibility of the Client in accordance with this Agreement.

**7. Compensation.**

In a negotiated offering, Tierra Financial Advisors does not charge a fee to the Developer for services related to assisting in the preparation of soliciting underwriter proposals upon request and providing assistance in the hiring of the underwriter(s).

The fees due to Tierra Financial Advisors hereunder shall be as set forth in Appendix A hereto. In addition, Tierra Financial Advisors shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A.

**8. Required Disclosures.**

MSRB Rule G-42 requires that Tierra Financial Advisors provide the Client with disclosures of potential and actual conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Tierra Financial Advisors' Disclosure Statement delivered to the Client together with this Agreement.

**9. Miscellaneous.**

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be binding upon and inure to the benefit of Client and Tierra Financial Advisors, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein. This Agreement and the Scope of Services provided hereunder may not be amended, supplemented or modified except by means of a written instrument executed by both parties hereto. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**10. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of Colorado.

**11. Binding Effect: Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Client and Tierra Financial Advisors, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**12. Entire Agreement.**

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**13. Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**14. No Third-Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**15. Authority.**

The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct Tierra Financial Advisors' performance of its activities under this Agreement:

Evan D. Kist, Managing Director

**16. Counterparty.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Tierra Financial Advisors, LLC



Evan D. Kist, CFA  
Managing Director

**ACCEPTANCE**

ACCEPTED this [\_\_\_\_\_] day of [\_\_\_\_\_], 2021

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Appendix A

In consideration for the services rendered by Tierra Financial Advisors, LLC, the Issuer agrees that our fee for the services provided will be as follows:

### **1. Hourly Rates.**

Hourly rates will be charged for advice and services performed that are *not related to the issuance of a specific obligation*. Tierra Financial Advisors will charge an hourly rate of two hundred fifty dollars (\$250) per hour.

Such services might include, but are not limited to, (i) assisting in the development, revising or updating of the financial plan, as needed, (ii) certifying to the reasonableness of privately placed debt, (iii) provision of information to national rating services and/or municipal bond insurance providers, (iv) review of the Client's annual audit prior to its approval by the Board of Directors of the Client, (v) Scope of Services set forth in the foregoing Agreement and (vi) assistance in the preparation of materials and information pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission.

### **2. Municipal Advisory Services.**

For any issuance of new money, refunding, privately placed or short-term obligations, the fee shall be four tenths of one percent (0.400%) of such principal amount.

### **3. Billing for Obligations.**

Payment to Tierra Financial Advisors is due from the Issuer at completion of closing for each issue of Obligations. This billed amount will include the Municipal Advisory Fees due under this Agreement plus any out-of-pocket expenses<sup>1</sup> incurred on behalf of the Issuer. Payment for other municipal advisory services provided on an hourly basis shall be due within forty-five (45) days from the date on which the invoice is received by the Client.

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<sup>1</sup> Such expenses might include, but are not limited to, reasonable travel expenses, document reproduction, postage or delivery charges.





Tierra Financial Advisors, LLC  
1341 Horton Circle  
Arlington, Texas 76011  
(817) 390-2800

July 28, 2021

Mr. Blake Carlson  
Board President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, McGeady Becher  
450 E. 17th Avenue, Suite 400  
Denver, Colorado 80203

RE: MSRB Rule G-42 Disclosures

Mr. Carlson:

Municipal Securities Rulemaking Board (MSRB) Rules G-10 and G-42 require that Tierra Financial Advisors, LLC ("Tierra Financial Advisors") provide you with the following disclosures in connection with our agreement dated July 28, 2021 (the "Agreement") between Tierra Financial Advisors and Liberty Ranch Metropolitan District (the "Client") and to provide information regarding any actual or potential material conflicts of interest and legal events and disciplinary history to you, as an authorized representative of our Client.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under our agreement, together with explanations of how we will address or intend to mitigate each conflict. As general mitigation of the conflicts discussed below, Tierra Financial Advisors mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Tierra Financial Advisors to deal honestly and with utmost good faith with the Client and to act in the Client's best interests without regard to Tierra Financial Advisors or any affiliate's financial or other interests. The disclosures below describe, as applicable, any additional mitigation that may be relevant with respect to any specific conflict described below.

**(a) Required Disclosures.**

- i. Tierra Financial Advisors is registered with the Securities and Exchange Commission and the MSRB.
- ii. The website for the MSRB can be located at: <http://www.MSRB.org>.
- iii. On the homepage of the MSRB website, there is a link to an investor brochure that describes protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

**(b) Conflicts of Interest.**

- i. **Compensation-Based Conflicts.** A portion of the fees due under the Agreement and the payment of such fees shall be contingent upon the closing of the transaction. While this

form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Tierra Financial Advisors to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest will not impair Tierra Financial Advisors ability to render unbiased and competent advice or to fulfill its fiduciary duty to the client.

- ii. **Ordinary Course of Business - Other Municipal Advisor Clients.** Tierra Financial Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client such as seeking to access the new issue market with advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Tierra Financial Advisors' ability to fulfill its regulatory duties to the Client.
- iii. **Ownership and Unrelated Business Activities of Parent Corporation.** Tierra Financial Advisors is a wholly owned subsidiary of D.R. Horton, Inc. D.R. Horton, Inc. is a publicly traded corporation whose stock is listed on the New York Stock Exchange.

From time to time, D.R. Horton may engage broker-dealers, commercial banks, and/or other financial institutions while conducting regular business operations. D.R. Horton, Inc. is a national homebuilder that is primarily engaged in the acquisition and development of land and the construction and sale of residential homes. D.R. Horton, Inc. is not registered as a municipal advisor, and therefore does not engage in municipal advisory services.

- (c) **Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Tierra Financial Advisors sets out below required disclosures and related information in connection with such disclosures.

- i. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that Tierra Financial Advisors deems material to the Client's evaluation of Tierra Financial Advisors, or the integrity of Tierra Financial Advisors management or advisory personnel assigned to the Client.
- ii. **How to Access Form MA and Form MA-I.** The SEC requires Tierra Financial Advisors as a registered municipal advisor and its individual employees who are registered as municipal advisors to file certain items of information on the SEC's Form MA or MA-I. Tierra Financial Advisors most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000050916&type=&dateb=&owner=incl ude&count=40>.
- iii. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Tierra Financial Advisors has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

- (d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Tierra Financial Advisors. Tierra Financial Advisors will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,



Evan Kist, CFA  
Managing Director



## **PROPOSAL FOR PROFESSIONAL PLANNING AND ECONOMIC SERVICES**

**TO:** Blake Carlson  
President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, McGeady Becher

**FROM:** King & Associates, Inc.

**DATE:** July 28, 2021

**FOR:** Residential and commercial market analysis.

**OBJECTIVE:** To prepare a residential and commercial market analysis for the Liberty Ranch Metropolitan District located in the Town of Mead, Colorado.

**BACKGROUND:** The Liberty Ranch Metropolitan District is located in the Town of Mead, Weld County, Colorado and is planned to include commercial space and residential units. A market study addressing residential and commercial development potential within the District has been requested by the project underwriter.

### **SCOPE OF SERVICES**

#### **Task 1: Residential and Commercial Market Analysis**

King & Associates, Inc. will complete a real estate market analysis addressing residential and commercial land uses planned in the Liberty Ranch Metropolitan District, located in the Town of Mead, Weld County, Colorado. The analysis will address residential market supply and demand factors such as employment, demographics and development trends in the vicinity (trade area) of the project and will also address competitive residential development projects within the trade area. Commercial market trends will also be addressed with regard to type and scale of proposed development in the District. Location factors, market trends and competitive projects will be reviewed for the various commercial development components anticipated in the District. The market analysis will focus directly on project feasibility, likely absorption timing and values within the District.

#### **Timing, Budget and Work Product**

The work product for Task 1 will entail a market analysis report detailing the findings outlined within the work scope. The project budget is \$10,000. Project timing is 3 weeks once the District has signed this agreement and given notice to proceed with the project.



**AGREEMENT FOR PROFESSIONAL PLANNING AND ECONOMIC SERVICES**

**Between:** Blake Carlson  
President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, McGeady Becher

**And:** King & Associates, Inc.

**For:** Residential and commercial market analysis.

**Objective:** To prepare a residential and commercial market analysis for the Liberty Ranch Metropolitan District located in the Town of Mead, Weld County, Colorado.

**Budget:** Tasks 1: \$10,000.

**Advance:** \$1,000

**Hourly rates for King & Associates, Inc.:**

Bruce Martin \$150, Luke Kelly \$150, Associates \$35-\$100

**Direct Expenses:**

All other expenses for printing, reproduction, computer time, telephone, photocopying, travel, etc., are in addition to labor charges and are charged at actual cost plus 10%.

**Authorization to Proceed:**

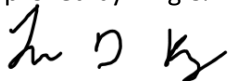
Services covered by this authorization shall be performed in accordance with provisions stated in the attached Exhibit A. Invoices will be submitted on a monthly basis and, beyond the Advance, are due and payable as indicated per each invoice.

This fee estimate is subject to revision if the project entails more time than estimated or if problems are encountered that are unforeseeable at the commencement of the project. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made.

Approved by Client:

\_\_\_\_\_ Date \_\_\_\_\_

Approved by King & Associates, Inc.

  
\_\_\_\_\_ Date July 28, 2021



## EXHIBIT A

### ATTACHED TO PROFESSIONAL PLANNING SERVICES AGREEMENT BY AND BETWEEN KING & ASSOCIATES, INC. AND CLIENT

The terms and conditions contained in this Exhibit are attached to the referenced Agreement and are incorporated therein.

**Payment:** Should the Agreement provide for an advance fee, it shall be payable upon the execution of the Agreement.

Invoices for services, rendered and for costs and expenses will be submitted on a monthly basis. Final payment for all services and for all costs and expenses shall be due upon completion of the work contemplated by the Agreement.

Advances received by King & Associates, Inc. will be deducted from the first billing.

Invoices are due and payable upon receipt. Should payment not be made within thirty (30) days of the invoice date, the amount unpaid shall bear service charges at the rate of 1% per month commencing thirty (30) days from the statement date. If payment is not made within thirty (30) days of the invoice date, work may be suspended until payment has been received.

**Arbitration:** In the event of any dispute arising under the terms of this Agreement or in the event of nonpayment and the matter is turned over to another party for collection, the party prevailing in such dispute or action shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees and court costs from the other party. Fees shall be awarded and paid whether such dispute is settled through litigation, arbitration, or through amicable settlement.

**Termination:** This Agreement may be terminated without cause by either party by written notice from one party to the other at least seven (7) days prior to termination. Upon termination, payment will be made to King & Associates, Inc. as covered above for all services authorized and performed, plus reimbursable expenses up to the date of termination.

**Limitation of Liability:** The Client agrees to limit King & Associates, Inc.'s liability for any cause or combination of causes in aggregate, to an amount no greater than the fee earned.

July 21, 2022

Blake Carlson  
President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, McGeady Becher

Re: Underwriting Services to Liberty Ranch Metropolitan District

Dear Blake:

It is our understanding that Liberty Ranch Metropolitan District (the “District”) intends to issue its Series 2021A and Series 2021B Bonds (collectively, the “Bonds”) for the purpose of refunding certain outstanding obligations of the District and engages Wells Fargo Securities<sup>1</sup> as the underwriter for the Bonds.

The District is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities.

1. General Scope of Services of Wells Fargo Securities: Wells Fargo Securities shall perform services that are customary of an underwriter of municipal securities and activities integrally related to the underwriting of such municipal securities. Such services may include, but are not limited to, the following:

- Analyze the credit quality of the proposed Bonds;
- Provide regular updates regarding capital market conditions, interest rates, call provisions relating to the proposed Bonds;
- Evaluate structuring alternatives and bond sizing options;
- Work with working group to develop the bond documents, including legal provisions and offering document;
- Coordinate bond issuance schedule;
- In the event of a public sale: market the Bonds to investors and assist with structuring the Bonds;
- Price the Bonds; and
- In the event of a private placement (if not public sale): assist with structuring terms and interest rates with the District and potential purchasers.

2. Efforts Required of the District: The District’s duties shall include, but are not limited to, the following:

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<sup>1</sup> Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC (“WFSLLC”), member NYSE, FINRA, NFA, and SIPC.

- a) Fund upfront the cost of certain non-contingent services that will be required for the issuance of Bonds which may include, but are not limited to, appraisals, legal services, insurance, and other services);
- b) Enter into a continuing disclosure agreement wherein you agree to provide such information to such parties as required by SEC Rule 15c2-12;
- c) Directly provide or give access to the information that will be needed to prepare offering documents for the Bonds or otherwise required to issue the Bonds;  
and
- d) Provide other assistance that may be necessary.

3. Price. The public offering price of the Bonds will be determined by Wells Fargo Securities immediately prior to the start of the order period for such Bonds based on market conditions then prevailing. A final pricing commitment will then be made in the form of the bond purchase agreement.

4. Underwriter's Discount. Wells Fargo Securities' fee for serving as underwriter in the distribution of the Bonds shall include a takedown (broken out below by transaction type) plus customary underwriter's expenses discussed in Section 6 below:

- a) Takedown of \$15.00 /\$1,000 bond for senior lien bonds
- b) Takedown of \$20.00/\$1,000 bond for subordinate lien bonds

5. Bond Purchase. The obligations of Wells Fargo Securities and those of the District will be subject to approval by our internal approval committees, the satisfactory completion of due diligence and to the execution of a bond purchase agreement satisfactory in form and substance to Wells Fargo Securities and its counsel, containing customary representations, warranties, covenants, conditions, indemnities, termination provisions and other provisions generally used in connection with the offering of Bonds for this type of financing.

6. Expenses. The District shall immediately upon request, reimburse Wells Fargo Securities for all reasonable out-of-pocket expenses, including travel costs, if any. In addition, all expenses relating to the issuance of the Bonds, including (but not limited to) all printing expenses, all filing fees and all expenses for qualification under blue sky laws designated by Wells Fargo Securities (including fees and disbursements of underwriter's counsel, who will have the responsibility for such qualification), but not including the MSRB new issue fee, are intended to be paid from proceeds of the Bonds. The District will be responsible for the fees and expenses of their counsel and accountants and their travel expenses. The District shall pay for any expenses (included in the expense component of the underwriter's discount) incurred by Wells Fargo Securities on behalf of the District in connection with the marketing, issuance and delivery of the Bonds, including, but not limited to, meals, transportation, lodging, and entertainment (if any) of the District's employees and representatives.

7. Assumptions. The proposed terms and statements of intention set forth in this letter



agreement are based on information currently available to Wells Fargo Securities about the District, the Bonds, and the securities markets and assumes:

- a) the District's financial condition and history shall be substantially as furnished to Wells Fargo Securities;
- b) no adverse developments shall occur which materially and adversely affect the business, financial condition, assets, results of operations or prospects of the District;
- c) the offering document will comply with all applicable laws and regulations; and
- d) all conditions to the obligations of Wells Fargo Securities to underwrite the Bonds as stated in the bond purchase agreement for the Bonds shall be satisfied and no events giving Wells Fargo Securities the right to terminate the bond purchase agreement shall have occurred.

8. Information. With respect to the Bonds, the District agrees to reasonably and actively assist Wells Fargo Securities in achieving an underwriting that is satisfactory to Wells Fargo Securities and the District. To assist Wells Fargo Securities in the underwriting effort, the District will (a) provide and cause the District's advisors to provide Wells Fargo Securities upon request with all information reasonably deemed necessary by Wells Fargo Securities to complete the underwriting, including but not limited to information and evaluations prepared by the District, and its advisor and (b) otherwise assist Wells Fargo Securities in its underwriting efforts.

Except as required by applicable law, this letter agreement and the contents hereof shall not be disclosed by the District to any third party without the prior written consent of Wells Fargo Securities, other than to the District's attorney(s), financial advisor(s) and accountants, in each case only to the extent necessary in the District's reasonable judgment.

In connection with Wells Fargo Securities' review of the business and affairs of the District, Wells Fargo Securities, its counsel, and any accounting experts it deems necessary will have the right to examine the audits and working papers of the District, to meet with the District's internal and independent accountants and to have reasonable access to the District's files and records. The District will use their best efforts to cause their accountants to be responsive to any inquiries Wells Fargo Securities may make about the audit procedures and accounting principles used in connection with the District's respective financial statements or the proposed offerings, although it is understood that the District's accountants are independent of the District and the District has no direct control or authority over said accountants.

9. Term of Engagement. Wells Fargo Securities' engagement will be on an exclusive basis unless terminated earlier in writing by the District or Wells Fargo Securities. Wells Fargo Securities' engagement hereunder may be terminated by either the District or Wells Fargo Securities at any time upon written notice to that effect to the other party.

10. No Finders. The District represents that it has not incurred any liability, direct or indirect, for finders' or similar fees on behalf of or payable by the District or Wells Fargo Securities in

connection with this or any other transaction involving the District and Wells Fargo Securities. The District agrees to indemnify Wells Fargo Securities from and against any damage or loss arising out of any inaccuracy in the foregoing representation.

11. Miscellaneous. Except for paragraphs 6, 8, 10, and 11, no liability or obligation is created by this letter agreement. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment underwriting of any securities by Wells Fargo Securities or its affiliates. Any such commitment shall only be made as part of a bond purchase agreement at the time of sale of the Bonds. The letter agreement is subject to Wells Fargo Securities obtaining all internal approvals to perform the services contemplated herein.

The District acknowledges that its rights and obligations, and the rights and obligations of their affiliates, under any credit or other agreement with Wells Fargo Securities or any of its affiliates that currently or hereafter may exist are, and shall forever be, separate and distinct from the rights and obligations of the parties pursuant to this letter agreement, and that none of such rights and obligations under such other agreements shall be affected by Wells Fargo Securities' performance or lack of performance of services hereunder. The term "affiliate" as used herein means, with respect to any party, any entity directly or indirectly controlled by, controlling or under common control with such party.

The District acknowledges and agrees that: (i) the transaction contemplated by this letter agreement is an arm's length, commercial transaction between the District and Wells Fargo Securities, LLC, in which Wells Fargo Securities, LLC is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District; (ii) Wells Fargo Securities, LLC has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Wells Fargo Securities, LLC or its affiliates have provided other services or is currently providing other services to the District on other matters); (iii) the only obligations Wells Fargo Securities, LLC has to the District with respect to the transaction contemplated hereby expressly are set forth in this letter agreement; and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The engagement contemplated hereby and this letter agreement are solely for the benefit of the District, Wells Fargo Securities and the Indemnified Parties (hereafter defined), and their respective successors, assigns and representatives, and no other person or entity shall acquire or have any right under or by virtue hereof.

This letter agreement contains the entire understanding of the parties relating to the agreement set forth herein and the transactions contemplated hereby as of the date hereof, supersedes all prior agreements, understandings and negotiations with respect thereto, and shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of the conflict of laws. This letter agreement may be executed in counterparts, each of

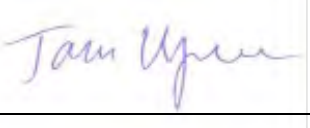
which shall be an original, but all of such counterparts shall constitute one and the same instrument.

While the structure of both of the series of the Bonds has not been finalized, it is currently anticipated that Wells Fargo Securities, LLC, will serve as underwriter for both series of the Bonds. In the event that either series of the Bonds receive an investment grade rating by each nationally recognized statistical rating organization rating such series of the Securities, Wells Fargo Bank, National Association, acting through its Municipal Finance Group, an affiliate of Wells Fargo Securities, LLC, may serve as underwriter for such series of the Bonds. In such event, (1) the District acknowledges (i) their engagement of Wells Fargo Securities, LLC and/or Wells Fargo Bank, National Association, acting through its Municipal Finance Group, as underwriter for either or both series of the Bonds and (ii) such engagement shall be governed by this letter agreement, and (2) we will provide you with a supplement to this letter agreement that may contain supplemental information and/ or additional disclosures.

Lastly, please find below certain disclosures as required by the Municipal Securities Rulemaking Board Rule G-17 as set forth in MSRB Notice 2019-20 (November 8, 2019) (collectively, the “G-17 Disclosures”). Kindly sign this letter where indicated below, acknowledging your engagement of Wells Fargo Securities as underwriter subject to the terms set forth herein and receipt of the G-17 Disclosures.

Very truly yours,

**WELLS FARGO SECURITIES, LLC**

By:  \_\_\_\_\_  
Tom Wynne  
Director

Agreed to and accepted as of the date first above written:

**LIBERTY RANCH METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Blake Carlson, President

## Disclosures Pursuant to MSRB Rule G-17

### I. Standard Disclosures:

#### *Disclosures Concerning the Underwriter's Role:*

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) An underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the District. An underwriter has financial and other interests that differ from those of the District.

(iii) Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.

(iv) The District may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the District's interest in this transaction.

(v) An underwriter has a duty to purchase the Bonds from the District at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

(vi) As underwriter, we will review the official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>

#### Disclosures Concerning the Underwriter's Compensation

We will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

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<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

## II. Dealer-Specific Conflicts of Interest Disclosures:

We would also like to ensure that you are aware of the following conflicts of interest relating to Wells Fargo Securities, which are actual or potential material conflicts of interest that are reasonably likely to mature into actual material conflicts during the course of this transaction:

- Wells Fargo Securities, LLC (“WFSLLC”) has entered into an agreement (the “WFA Distribution Agreement”) with our affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”)(“WFA”), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, we will share a portion of our underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. We have also entered into an agreement (the “WFSLLC Distribution Agreement”) with our affiliate Wells Fargo Bank, N.A. (“WFBNA”), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.
- Various Wells Fargo & Company subsidiaries may place orders for their own accounts for bonds to be issued by the District, including the Bonds. Wells Fargo Securities and its broker-dealer affiliate WFA may also place orders for the Bonds for their own accounts, for the purpose of subsequent resale to customers. As required by MSRB rules, Wells Fargo Securities will not allocate the Bonds to any such orders over orders received from prospective purchasers that are not affiliates of Wells Fargo Securities, without first obtaining your consent. While your consent must be received before making any such allocations, this nonetheless may present a conflict of interest for Wells Fargo Securities to allocate the Bonds to itself or to an affiliate over orders from non-affiliates.
- It is possible that certain purchasers to which Wells Fargo Securities allocates bonds may look to Wells Fargo Securities to provide liquidity to such purchasers by offering their bonds for sale to Wells Fargo Securities in the immediate short term after allocations have been confirmed. While Wells Fargo Securities does not intend to allocate bonds to a purchaser that Wells Fargo Securities reasonably believes intends to sell the bonds in the immediate short term, this nonetheless may present a conflict of interest for Wells Fargo Securities in the allocation process.
- In connection with this transaction, certain Wells Fargo & Company employees designated as “dealer solicitors” as defined in MSRB Rule G-37, will receive soft-dollar credit, in a manner consistent with MSRB Rule G-37, which could result in an increase to such employee’s compensation.

Wells Fargo Securities has not identified any additional actual or potential material conflicts of interest that are reasonably likely to mature into actual material conflicts during the course of this transaction that require disclosure at this time.

### III. Transaction Specific Disclosures:

Since we have not recommended a “complex municipal securities financing” to the District, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Wells Fargo Securities’ disclosures set forth in any Request for Proposal or Qualifications, marketing materials or correspondence provided in connection with this engagement are incorporated herein.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

If you or any other District representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, the District should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

As our primary contact for this transaction, the MSRB requires that we request your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that is pursued, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.



**RYDER SCOTT COMPANY**  
**PETROLEUM CONSULTANTS**

TBPELS REGISTERED ENGINEERING FIRM F-1580  
633 17TH STREET SUITE 1700

DENVER, COLORADO 80202

TELEPHONE (303) 339-8110

July 28, 2021

Mr. Blake Carlson, President  
Liberty Ranch Metropolitan District  
c/o Elisabeth Cortese, McGready Becher  
141 Union Blvd., Suite 150  
Lakewood, Colorado 80228

Dear Mr. Carlson:

This continuation ("**Continuation**") of that certain engagement letter between Ryder Scott Company, L.P. ("**Ryder Scott**") and Liberty Ranch Metropolitan District ("**Company**") dated January 20, 2016 (the "**Engagement Agreement**") is made effective as of July 28, 2021, by and between Company and Ryder Scott. Company and Ryder Scott are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**". Capitalized terms used but not defined herein have the meanings provided in the Engagement Agreement.

**RECITALS**

WHEREAS, the Engagement Agreement provides the terms and conditions under which Company agreed to engage Ryder Scott and Ryder Scott agreed to provide certain Services to Company; and

WHEREAS, Company wishes to engage Ryder Scott's services as may be mutually agreed from time to time, including without limitation as set out on Exhibit A hereto, under the same terms and conditions as the Engagement Agreement except as modified below.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants, conditions and agreements in the Engagement Agreement and this Continuation, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties agree as follows:

1. New Services. The "Services" will continue as mutually agreed between Company and Ryder Scott, including without limitation as described on Exhibit A of this Continuation.
2. New Properties. The "Properties" to be included in this evaluation are as described on Exhibit A of this Continuation.
3. New Timing. The "Timing" for this evaluation for initiation, milestones and completion is as described on Exhibit A of this Continuation.
4. No Further Amendments. Except as amended hereby, the Engagement Agreement shall remain unchanged. The Parties hereby ratify and affirm the terms and conditions of the Engagement Agreement, as amended by this Continuation, and covenant and agree that the Engagement Agreement, as amended by this Continuation, sets forth the entire agreement and understanding of the Parties in respect of the transactions contemplated thereby.

5. Choice of Law. This Continuation shall be in all respects construed, interpreted, enforced, and governed under the laws of the State of Texas, U.S.A., without giving effect to any principles of choice of law or conflict of law.

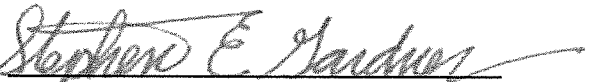
IN WITNESS WHEREOF, the Parties have executed this Continuation as of the date first set above.

**COMPANY**

**Liberty Ranch Metropolitan District**

By: \_\_\_\_\_  
Name:  
Title:

**RYDER SCOTT COMPANY, L.P.**

By:   
Name: Stephen E. Gardner, P.E.  
Title: Managing Senior Vice President



## EXHIBIT "A"

*Attached to and made a part of that certain Continuation dated July 28, 2021, by and between Liberty Ranch Metropolitan District as Company and Ryder Scott Company, L.P. as Ryder Scott.*

### I. SERVICES TO BE PERFORMED BY RYDER SCOTT

Ryder Scott will prepare estimates of remaining proved reserves, future production rates and income as of December 31, 2021 (or a date to be determined later by Company) which are attributable to Company's interests (the "**Services**"). Ryder Scott will prepare a report similar to the prior study, which included a schedule of mill levy income, as well as description of our methodology and assumptions. Additional documents may be provided as are mutually agreed upon by Ryder Scott and Company.

### II. PROPERTIES INCLUDED IN RYDER SCOTT'S REPORT

As part of the Services, the properties to be included in the Ryder Scott report consist of the same 13 wells as our original engagement, which are located in the northeast quarter of section 28 in township 3N-68W of Weld County, Colorado (collectively, the "**Properties**").

### III. TIMING

Ryder Scott will begin the Services as soon as an official go-ahead is given by Company and will endeavor complete the work over the course approximately two weeks. This anticipated timeline for Ryder Scott's work is contingent on Company providing any necessary data and/or feedback in a timely manner.

### IV. COSTS AND PAYMENT

We estimate that the total cost for Ryder Scott's Services described herein will be \$6,000 to \$7,000. The actual costs for this project will be based on the hourly fees (as described in our current schedule of professional fees) of the Ryder Scott personnel assigned for time spent working on the project. Direct expenses will be included in addition to the cost of professional services.

**SECOND AMENDMENT TO RESOLUTION NO. 2013-10-04  
LIBERTY RANCH METROPOLITAN DISTRICT  
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On October 25, 2013, Liberty Ranch Metropolitan District (the “**District**”) adopted Resolution No. 2013-10-04 Regarding Colorado Open Records Act Requests, as amended (the “**Resolution**”).

B. The District desires to further amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Liberty Ranch Metropolitan District, Weld County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. Special District Management Services, Inc., the Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228; (303) 987-0835.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO SECOND AMENDMENT TO RESOLUTION REGARDING  
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON AUGUST 18, 2021.

**LIBERTY RANCH METROPOLITAN  
DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary