811 San Juan St
Pagosa Springs, CO 81147

Barbara Brattin, Library Director

Special Meeting of the Library Board of Trustees
Wednesday, May 27, 2026

4pm

Online via Zoom

https://us02web.zoom.us/j/8339849146?omn=82031540498

AGENDA

I. ROLL CALL AND DETERMINATION OF QUORUM
II. AGENDA APPROVAL
III. PUBLIC COMMENTS
IV. REPORTS
   a. Reference checks on COP vendors (Gayle Dixon)
   b. Fee and payment comparison sheets from COP vendors
   c. Examples of COP resolutions

V. NEW BUSINESS
   a. Contract for Certificate of Participation Advisory Services

VI. UNFINISHED BUSINESS

NEXT MEETING: June 17, 2026, by Zoom, https://us02web.zoom.us/j/83398449146

ADJOURNMENT

Library Vision: Mountains of opportunity to inspire ideas, enrich lives, and create community.

Library Mission: Your Library serves as a welcoming portal for open and equal access to information for residents and visitors of the community. Resources are provided through materials, classes, and events for achieving lifelong learning goals in culture, education, and leisure.

Ruby M. Sisson Memorial Library
Upper San Juan Library District

Payment Comparison

Amount	1,500,000	1,500,000
Length (years)	Payment @ 4%	Payment @ 5%
10	$184,936.42	$194,256.86
15	$134,911.65	$144,513.43
20	$110,372.63	$120,363.88

Amount	2,000,000	2,000,000
Length (years)	Payment @ 4%	Payment @ 5%
10	$246,581.89	$259,009.15
15	$179,882.20	$192,684.58
20	$147,163.50	$160,485.17

Anticipated Fees for a Direct Placement:	
Municipal Advisor	22,500.00
Bonds Attorney	20,000.00
Title Work	5,000.00
Miscellanous	3,000.00
Total	50,500.00

8055 E. Tufts Avenue, Suite 350
Denver, CO 80237
(303) 771-0217 Direct

Jason Simmons
Senior Managing Director
Jason.Simmons@hilltopsecurities.com

Date: May 26, 2026

To: Barbara Brattin
Director
Upper San Juan Library District

Subject: Follow-Up for Municipal Advisory Services

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1. A list of 2-3 current or previous clients we can contact as references.

Upper San Juan Health Service District (Pagosa Springs Medial Center)	Montrose County	City of Steamboat Springs
Ann Bruzzese Chief Administrative Officer and In-House Legal Counsel (970) 507-3801 ann.bruzzese@psmedicalcenter.org	**Cindy Dunlap** Finance Director (970) 252-5077 cdunlap@montrosecounty.net	**Kim Weber** Finance Director (970) 871-8250 kweber@steamboatsprings.net

2. A spreadsheet that shows what our annual payment for a $1.5 million COP would be under these circumstances

	10-Years*	15-Years*
4.00%	$184,936	$134,912
5.00%	$194,257	$144,513

*Assumes 10 or 15-year equal annual payments

3. It would also be helpful to include your fees for the $1.5 million COP as well as ballpark fees for all associated services including the Bond Attorney on the same sheet.

For the issuance of Certificates of Participation in the approximate amount of $1,500,000 either through the issuance of publicly offered securities or through a direct bank plan HilltopSecurities proposes a fee of $30,000 to be paid only upon closing from the proceeds of the financing.

Estimated fees for other required service providers are detailed in the table below. These fees are not controlled by HilltopSecurities and they will be determined by each firm selected by the District.

Other Estimated Costs of Issuance	
Bond Counsel	$40,000
Title Insurance	$15,000
Bank Counsel	$10,000
Trustee	$5,000

McLiney And Company
a division of SAMCO Capital

MUNICIPAL ADVISORY AGREEMENT

President and Board of Trustees
c/o Barbara Brattin, Director
Upper San Juan Library District
811 San Juan Street
Pagosa Springs, CO 81147

Dear President and Board:

1. McLiney And Company, a division of SAMCO Capital Markets Inc., understands that your District, from time to time, will consider the issuance of debt or lease obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire the McLiney And Company Municipal Advisory Team to perform professional services in the capacity of Municipal Advisors for your District.

2. We agree to provide all services related to the development and implementation of a debt and/or lease management plan. These services include, but are not limited to, the structuring of a debt model, the formulation of a debt program, the analysis and completion of refunding programs (if any), consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services also will include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance include <u>serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt or lease obligations</u>.

3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation, if such would occur.

4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the District is to pay a cash fee for such professional services in accordance with the fee schedule set forth on the following page. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at $3,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue $5,000

Plus $12.50	per $1,000 next	$500,000	or	$11,250	for	$500,000	Bonds
Plus $8.00	per $1,000 next	$500,000	or	$15,250	for	$1,000,000	Bonds
Plus $5.50	per $1,000 next	$1,500,000	or	$23,500	for	$2,500,000	Bonds
Plus $3.50	per $1,000 next	$2,500,000	or	$32,250	for	$5,000,000	Bonds
Plus $2.00	per $1,000 next	$5,000,000	or	$42,250	for	$10,000,000	Bonds
Plus $1.50	per $1,000	thereafter					

Fees for Refunding Bonds, Revenue Bonds, Lease Purchases, Certificates of Participation, Neighborhood Improvement District Bonds or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments *involving Escrow Agreements*, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

Fees for special assessment bonds, (CIDs, TDDs, etc.) or Tax Increment Finance (TIF) bonds will be handled at a flat fee of 2% of the par amount of bonds issued.

McLiney And Company will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

5. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because McLiney And Company cannot be assured of being informed on a timely manner of all material events that require filing during the year. It is further understood that any fees due us for our work in this capacity will be determined on a case-by-case basis.

6. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

____

By: G. Joseph McLiney
Senior Managing Director
McLiney And Company

ACCEPTANCE

Passed by Resolution and adopted by the Board on this the 20th day of May, 2026

______________________ President

______________________ Secretary

HilltopSecurities
Investment Banking Solutions

Jason Simmons
Senior Managing Director
Public Finance

May ___, 2026

Mrs. Barbara Brattin
Library Director
Upper San Juan Library District
811 San Juan St.
Pagosa Springs, CO 81147

Dear Mrs. Brattin:

On behalf of Hilltop Securities Inc. ("HilltopSecurities"), we appreciate the opportunity to serve as Municipal Advisor to the Upper San Juan Library District (the "Issuer" or the "District"). This letter will confirm the basic terms of our engagement and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the "Effective Date").

Hilltop Securities will serve as Municipal Advisor to the Issuer and agrees to perform the Municipal Advisory Scope of Services outlined in Appendix A through the term of this agreement identified below. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant the language below, on December 1, 2026 (the "Termination Date"). This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities 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. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

In consideration of providing the requested services, HilltopSecurities shall receive fees as outlined in Appendix B. In any event regardless of the cause of action, HilltopSecurities' total liability (including loss and expense) to the Issuer in the aggregate shall not exceed the gross amount of fees received by HilltopSecurities pursuant to this letter agreement. The limitations of liability set forth in this letter agreement are fundamental elements of the basis of the bargain between HilltopSecurities and the Issuer, and the pricing of the services set forth above reflect such limitations. This letter agreement shall be constrained and given effect on accord with the laws of the State of Colorado.

HilltopSecurities is providing its Municipal Advisor Disclosure Statement in Appendix C (the "Disclosure Statement"), current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning an electronic copy.

Sincerely,

Jason Simmons
Senior Managing Director

Upper San Juan Library District
Agreed and Accepted:

By:______________________________ Title:______________________________

Name:____________________________ Date:______________________________

APPENDIX A
MUNICIPAL ADVISORY SCOPE OF SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

1. Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

2. For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. **New Issuances of Municipal Securities.** At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis***. Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings***. In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations***. Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information***. Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence

interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections***. In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

<u>Debt Management and Financial Implementation for New Issuance</u>

1. ***Method of Sale***. Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

   a) If the issuance is to be executed as a direct bank loan with a commercial lender, HilltopSecurities will:

      1. Assist in the development and distribution of an RFP to commercial banking institutions; and

      2. Assist in the review, evaluation, and selection of a lender.

   b) If the issuance is to be sold by a competitive sale:

      1. Coordinating the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification.

      2. Supervising the sale of the municipal securities;

      3. Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;

      4. Assisting the staff of the Issuer in coordinating the receipt of bids and the tabulation and comparison of submitted bids;

      5. Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and

      6. Obtaining CUSIP numbers on behalf of the Issuer.

   c) If the issuance is to be sold by negotiated sale:

      1. Assisting the issuer with an RFP process to select one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, if necessary;

2. Cooperating with and assisting any selected sole or managing underwriter and its counsel, in the review of a bond purchase contract, an underwriters' agreement and other related documents;

3. Providing a cost comparison to the then-current market of underwriters discount, expenses, interest rates and prices which are proposed by the underwriters;

4. Advising the Issuer on the fairness of the price offered by the underwriters;

5. Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

6. If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

7. At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

d) If the Debt Instruments are to be executed as a direct loan with the Colorado Water Resources and Power Development Authority, the Colorado Water Conservation Board, the U.S. Department of Agriculture, or the U.S. Environmental Protection Agency, HilltopSecurities will:

i. Assist in the application process; and
ii. Assist in the development and execution of loan documents.

2. ***Bond Counsel***. Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

3. ***Offering Documents***. Coordinate Disclosure or Underwriter's Counsel, as applicable to prepare any Official Statement as needed and such other documents as may be required and submit all such documents to the Issuer for examination, approval, and certification.

4. ***Credit Ratings***. Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

5. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants***. Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance.

6. ***Financial Publications***. When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

7. ***Consultants***. After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

8. ***Auditors***. In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

9. ***Issuer Meetings***. Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.

10. ***Printing***. To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.

11. ***Delivery of the Municipal Securities***. As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.

12. ***Debt Service Schedule***. After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance.

13. ***Continuing Disclosure***. Providing guidance to the Issuer with regard to its continuing disclosure undertakings for its new issuances in coordination with Disclosure Counsel.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Exercising Calls***. Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.

2. ***Refundings and Tender Offers***. Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above.

3. ***Continuing Disclosure***. Providing guidance in coordination with Disclosure Counsel to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing

disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services***. Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor ("IRMA"). At the written request of the Issuer, HilltopSecurities shall, as the Issuer's IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Consulting Services. HilltopSecurities agrees to make available to the Issuer other consulting, when so requested by the Issuer and subject to a separate task order agreement by Issuer and HilltopSecurities regarding the specific requirements and scope of services with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

* * * * *

Amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B
FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services.

Transaction Fee Guidelines. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

For the issuance of Certificates of Participation in the approximate amount of $1,500,000 either thro0ught the issuance of publicly offered securities or through a direct bank plan HilltopSecurities proposes a fee of $35,000 to be paid only upon closing from the proceeds of the financing.

APPENDIX C
MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement ("Conflict Disclosures") is provided by **Hilltop Securities Inc.** ("the Firm") to you (the "Client") in connection with our current municipal advisory agreement, ("the Agreement"). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

***Material Conflicts of Interest* –** The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations* –** As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. <u>PlainsCapital Bank Affiliate Conflict</u>. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. <u>Other Municipal Advisor or Underwriting Relationships</u>. The Firm 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 Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. <u>Secondary Market Transactions in Client's Securities</u>. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. <u>Broker-Dealer and Investment Advisory Business</u>. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. **<u>Compensation-Based Conflicts</u>.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

<u>PART B – Disclosures of Information Regarding Legal Events and Disciplinary History</u>

MSRB Rule G-42 requires that municipal advisors provide to their clients 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, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. **<u>Material Legal or Disciplinary Event</u>.** The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.

- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of $100,000 for these self-reported violations.

- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of $206,606, prejudgment interest of $48,587 and a penalty of $85,000.

- On August 14, 2024, the Securities and Exchange Commission ("SEC") entered into a settlement order with Hilltop Securities Inc. ("Hilltop") to settle an administrative action finding that Hilltop failed to (1) maintain and preserve off-channel communications related to Hilltop's broker-dealer business, as well as related to recommendations made or proposed to be made and advice given or proposed to be given with respect to Hilltop's investment advisory business; and (2) reasonably supervise its personnel with a view to preventing or detecting certain of its personnel's aiding and abetting violations of certain provisions of the federal securities laws. Hilltop admitted to the facts in the settlement order, acknowledged its conduct violated the federal securities laws, and agreed to: (a) a cease-and-desist order, (b) a censure, (c) payment of a civil monetary penalty in the amount of $1,600,000, and (d) certain undertakings related to the retention of electronic communications.

II. <u>How to Access Form MA and Form MA-I Filings</u>. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org/, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov/. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version MA_Client_Brochure.

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement 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 the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

UPPER SAN JUAN LIBRARY DISTRICT

RESOLUTION 2026-__

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UPPER SAN JUAN LIBRARY DISTRICT REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS AND TO REIMBURSE THE DISTRICT FROM PROCEEDS OF SUCH OBLIGATIONS FOR COSTS INCURRED PRIOR TO ISSUANCE.

WHEREAS, the Board of Trustees of the Upper San Juan Library District, Colorado (the "Issuer") desires to finance the costs of acquiring certain public facilities and improvements, as provided in Appendix A attached hereto and incorporated herein (the "Project");

WHEREAS, the Issuer intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to the issuance of the Obligations, the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UPPER SAN JUAN LIBRARY DISTRICT:

Section 1. The Issuer hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Appendix A describes either the general character, type, purpose, and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

Section 2. The reasonably expected maximum principal amount of the Obligations is $2,000,000 with respect to the public projects described in Appendix A hereto.

Section 3. This resolution is being adopted on or prior to the date (the "Expenditures Date or Dates") that the Issuer will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

Section 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided, ..." is not applicable.

Section 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

Section 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board of Trustees is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

Section 7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

Section 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

Section 9. All the recitals in this Resolution are true and correct and this Board of Trustees so finds, determines and represents.

ADOPTED THIS ___ DAY OF ________, 2026, BY THE BOARD OF TRUSTEES OF UPPER SAN JUAN LIBRARY DISTRICT BY A VOTE OF ____ IN FAVOR, ____ AGAINST.

(SEAL)

____
President

Attest:

____
Secretary

APPENDIX A

DESCRIPTION OF PROJECT

- 100-seat Library Community Room designed for a variety of options from Library programming to community use;
- Dedicated Children's Discovery Room for early literacy programming and connected to an outdoor children's exploration garden;
- Teen Hub for teen and tween education, entertainment, and enjoyment;
- Private Study Pods
- Collaboration Lab for intergenerational, hands-on creating and learning;
- Easy access to self-checkout and item drop off;
- Outdoor Reading Garden that is easily accessible from the Library and from outside.

Commissioner [__________] moved adoption of the following Resolution:

EAGLE COUNTY, COLORADO

RESOLUTION NO. 2021-[___]

AUTHORIZING AND APPROVING A SITE AND IMPROVEMENT LEASE, LEASE PURCHASE AGREEMENT, CERTIFICATE PURCHASE AGREEMENT, CONTINUING DISCLOSURE AGREEMENT, TAX CERTIFICATE, OFFICIAL STATEMENT, AND RELATED DOCUMENTS AND TRANSACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY BY UMB BANK, N.A. OF THE HEREINAFTER DESCRIBED CERTIFICATES OF PARTICIPATION, SERIES 2021; AUTHORIZING INCIDENTAL ACTION; RATIFYING ACTION PREVIOUSLY TAKEN; REPEALING PRIOR INCONSISTENT ACTIONS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, the County, pursuant to the constitution and laws of the State of Colorado (the "**State**"), is a duly organized and validly existing political subdivision of the State, with the authority, pursuant to Section 30-11-101(1)(c), Colorado Revised Statutes, as amended ("**C.R.S.**") to sell, convey, or exchange any real or personal property owned by the County and make such order respecting the same as may be deemed conducive to the interests of the inhabitants; and to lease any real or personal property, either as lessor or lessee, together with any facilities thereon, when deemed by the Board of County Commissioners of the County (the "**Board**") to be in the best interests of the County and its inhabitants, and pursuant to Section 30-11-104.1, C.R.S., it is authorized to enter into lease purchase agreements for the purpose of financing real property and personal property, including a public trail, used or to be used for governmental purposes; and

WHEREAS, the County desires to construct and improve approximately 12 miles of paved public trail for biking and pedestrian uses from Eagle-Vail to Dotsero (the "**Trail**"), which Trail, when completed, will connect to the existing Eagle Valley Trail that spans the County from Vail Pass to Glenwood Canyon, and which will provide recreation opportunities for the County residents and visitors; and

WHEREAS, the Board has determined and does hereby determine that it is in the best interest of the County and its inhabitants and in furtherance of the County's governmental functions and operations to finance a portion of the costs of the acquisition, construction and improvement of the Trail, including the acquisition of the real property in connection therewith (the "**Project**") and that the provision of the recreation opportunities for which the Project will be used is a valid governmental purpose; and

WHEREAS, the County intends to own the Project while the hereinafter defined 2021 Certificates are outstanding; and

WHEREAS, the County owns, in fee title, the Site and the building and certain improvements located thereon in the Town of Eagle, Colorado (collectively, the Site and improvements thereon are referred to herein as the "**Leased Property**"), which consist of (a) the Health and Human Services Building (containing approximately 14,000 square feet) located at 551 Broadway Street, which is used for public health and human service functions, together with approximately 0.72 acres of land under and adjacent to the Health and Human Services Building and 30 surface parking spaces serving the Health and Human Services Building; and (b) the Eagle County Building (containing approximately 27,494 square feet), located at 500 Broadway Street, used for the Board meetings, various County administration offices, such as the offices for the County Clerk and Recorder, County Treasurer and Public Trustee, and County Assessor, the community development, planning, and engineering departments, and all internal service departments of the County, together with approximately 2.165 acres of land under and adjacent to the Eagle County Building and 55 surface parking spaces serving the Eagle County Building, all as more particularly described in Exhibit A to the Lease (as defined herein); and

WHEREAS, the Board has determined, and now hereby determines, that in order to finance the construction of the Project, it is in the best interest of the County and its inhabitants that the County lease the Leased Property to UMB Bank, n.a., solely in its capacity as trustee under the hereinafter defined Indenture (the "**Trustee**"), pursuant to a Site and Improvement Lease between the County, as lessor, and the Trustee, as lessee (the "**Site Lease**"), and lease back the Trustee's interest in the Leased Property pursuant to the terms of a Lease Purchase Agreement between the Trustee, as lessor, and the County, as lessee (the "**Lease**"); and

WHEREAS, pursuant to the Lease, and subject to the right of the County to terminate the Lease and other limitations as therein provided, the County will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the County to use the Leased Property; and

WHEREAS, the County's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted and appropriated expenditures of the County; shall not constitute a mandatory charge or requirement in any ensuing budget year; shall not constitute an indebtedness of the County within the meaning of any provision of the Colorado constitution or the laws of the State of Colorado concerning or limiting the creation of indebtedness by the County; shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the County within the meaning of Article X, Section 20(4) of the Colorado constitution; and shall not constitute a mandatory payment obligation of the County in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Lease further provides that the County at its option may renew the Lease for successive annual terms beyond the initial term according to a schedule set forth in the Lease, or may terminate the Lease in accordance with its terms; and

WHEREAS, in order to generate moneys to finance the Project and to pay the costs of execution and delivery of the hereinafter defined 2021 Certificates, the Trustee will enter into an Indenture of Trust to be dated as of or prior to the date of execution and delivery of the hereinafter defined 2021 Certificates (the "**Indenture**"), pursuant to which there are expected to be executed and delivered the Certificates of Participation, Series 2021 (the "**2021 Certificates**") that shall (i) evidence proportionate interests in the right to receive certain payments under the Lease, (ii) be payable solely from the sources therein provided, and (iii) not directly or indirectly obligate the County to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, RBC Capital Markets, LLC (the "**Underwriter**") has offered to purchase the 2021 Certificates in a negotiated sale and the Board hereby determines that it is in the best interest of the County that the 2021 Certificates are sold to the Underwriter and, in connection therewith, to enter into a Certificate Purchase Agreement with the Trustee and the Underwriter to be dated prior to the date of the execution and delivery of the 2021 Certificates (the "**Certificate Purchase Agreement**"); and

WHEREAS, in order to assist the Underwriter with complying with 17 CFR § 240.15c2-12 (the "**Rule**") promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Board hereby determines that it is in the best interests of the County to enter into a Continuing Disclosure Agreement with Digital Assurance Certification, LLC, as dissemination agent, with respect to the 2021 Certificates (the "**Continuing Disclosure Agreement**"); and

WHEREAS, there have been presented to the Board the proposed forms of (a) the Site Lease; (b) the Lease; (c) the Certificate Purchase Agreement; (d) the Continuing Disclosure Agreement; and (e) the Indenture; and

WHEREAS, there has been presented to the Board a copy of the Preliminary Official Statement (the "**Preliminary Official Statement**") relating to the 2021 Certificates; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF EAGLE COUNTY, COLORADO, AS FOLLOWS:

Section 1. Definitions

Section 1. . Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the preambles hereto and the Indenture, the Lease, or the Site Lease, and the following capitalized terms shall have the respective meanings set forth below:

"*2021 Certificates*" means the County's Certificates of Participation, Series 2021, dated their date of delivery.

"*Code*" means the Internal Revenue Code of 1986, as amended and in effect as of the date of execution and delivery of the 2021 Certificates.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement to be dated as of the date of execution and delivery of the 2021 Certificates, by and between the County and Digital Assurance Certification, LLC, as dissemination agent.

"*County Documents*" means, collectively, this Resolution; the Lease; the Site Lease; the Certificate Purchase Agreement; and the Continuing Disclosure Agreement.

"*Official Statement*" means the final Official Statement relating to the offer and sale of the 2021 Certificates.

"*Preliminary Official Statement*" means the Preliminary Official Statement, relating to the offer and sale of the 2021 Certificates.

"*Project*" means a portion of the costs of the acquisition, construction and improvement of the Trail, including the acquisition of the real property in connection therewith.

"*Resolution*" means this Resolution which authorizes the execution and delivery of the 2021 Certificates.

"*Sale Delegate*" means any member of the Board and the County Chief Financial Officer.

"*Supplemental Act*" means the "Supplemental Public Securities Act," being Title 11, Article 57, Part 2, C.R.S.

"*Tax Certificate*" means the Tax Certificate of the County governing issues relating to the 2021 Certificates under the Code.

"*Underwriter*" means RBC Capital Markets, LLC, Denver, Colorado, the original purchaser of the 2021 Certificates.

Section 2. **Approval of the County Documents and Related Documents.** The County Documents are incorporated herein by reference and are hereby approved. The County shall enter into and perform its obligations under the County Documents in the form of such documents presented at or prior to this meeting, with such changes as are made pursuant to this Section 2 and are not inconsistent herewith. The Chair of the Board (the "**Chair**") or in his absence, any of the Commissioners of the Board, and the County Clerk and Recorder of the County (the "**Clerk**") or in her absence, any deputies, are hereby authorized and directed to execute and attest the County Documents and to affix the seal of the County thereto, and the Chair, the Clerk, and other appropriate officers of the County are further authorized to execute and authenticate such other documents, instruments, or certificates, including, without limitation, the Tax Certificate, as are deemed necessary or desirable in order to secure, sell, deliver and administer the 2021 Certificates, to lease to the Trustee and lease back from the Trustee the Leased Property, and to accomplish the financing of the Project (to the extent of proceeds available therefor), including to authorize the payment of net proceeds of the 2021 Certificates after payment of the Underwriter's discount in accordance with the Certificate Purchase Agreement, and for costs of related to the execution and delivery of the 2021 Certificates, in addition to the other uses contemplated by the Indenture. The County Documents and such other documents are to be executed in substantially the form presented at or prior to this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary and approved by the officer of the County executing the same in order to carry out the purposes of this Resolution, subject to the limitations of Section 3 hereof, such approval to be evidenced by their execution thereof. To the extent any County Document has been executed prior to the date hereof, said execution is hereby ratified and affirmed. Copies of all of the County Documents shall be delivered, filed, and recorded as provided therein.

Upon execution of the County Documents, the covenants, agreements, recitals, and representations of the County therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The appropriate officers of the County are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the County relating to the 2021 Certificates and such other affidavits and certificates as may be required to show the facts relating to the authorization and execution and delivery thereof.

The execution of any instrument by the Chair or other appropriate Commissioner in connection with the sale, delivery or administration of the 2021 Certificates not inconsistent herewith shall be conclusive evidence of the approval by the County of such instrument in accordance with the terms thereof and hereof. The County also hereby acknowledges the execution and delivery of the Indenture and the 2021 Certificates by the Trustee.

Section 3. **Delegation and Parameters.**

(a) Pursuant to Section 11-57-205, C.R.S., the Board hereby delegates to any member of the Board and the County Chief Financial Officer the authority to determine and set forth in the Certificate Purchase Agreement, the Lease, and the Site Lease and to execute a sale certificate (the "**Sale Certificate**") setting forth such determinations, as applicable: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in subsection (c) of this Section; and (ii) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Certificate Purchase Agreement, the Lease, and the Site Lease, as applicable, and are not inconsistent with the Supplemental Act or the parameters set forth in subsection (c) of this Section. The Board hereby authorizes and directs the Sale Delegate to execute the Certificate Purchase Agreement, in accordance with such determinations. Upon the execution of the Certificate Purchase Agreement, the Lease, and the Site Lease, the matters set forth in the Certificate Purchase Agreement, the Lease, and the Site Lease, as applicable, shall be incorporated into this Resolution with the same force and effect as if they had been set forth herein when this Resolution was adopted.

(b) The Certificate Purchase Agreement, the Lease, and the Site Lease, as applicable, shall set forth the following matters and other matters permitted to be set forth therein, including any determination delegable pursuant to Section 11-57-205(1)(a-i), C.R.S., in relation to the Lease and the Site Lease, including without limitation, the term of the Site Lease, the Lease Term (as defined in the Lease) and the Base Rentals to be paid by the County pursuant to the Lease, pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters set forth in subsection (c) of this Section:

(c) The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) the Site Lease term shall not extend beyond December 31, 2051;

(ii) the aggregate amount of the principal component of the Base Rentals relating to the 2021 Certificates shall not exceed $22,000,000;

(iii) the Lease Term shall end no later than December 31, 2041;

(iv) the Lease shall be subject to prepayment at the option of the County no later than December 1, 2032, without prepayment penalty;

(v) the purchase price of the 2021 Certificates shall not be less than 99% of the aggregate amount of the principal component of the Base Rentals under the Lease;

(vi) the maximum annual (fiscal year) amount of the Base Rentals (principal and interest components) relating to the 2021 Certificates shall not exceed $1,750,000; and

(vii) the maximum interest rate on the interest component of the Base Rentals relating to the 2021 Certificates shall not exceed 5.00%.

Section 4. Permitted Amendments to Resolution. Except as otherwise provided herein, after the 2021 Certificates are executed and delivered, the County may amend this Resolution in the same manner, and subject to the same terms and conditions, as apply to an amendment or supplement to the Lease and Site Lease, as provided in the Lease and the Site Lease.

Section 5. Appointment of County Representatives. Each of the Chair, the County Manager, and the County Chief Financial Officer is hereby appointed as a County Representative, as defined in the Lease. A different County Representative may be appointed by resolution adopted by the Board and a certificate filed with the Trustee.

Section 6. **Tax Covenants.** All or any portion of the 2021 Certificate proceeds may be temporarily invested or reinvested, pending such use, in securities or obligations which are both lawful investments and which are Permitted Investments (as defined in the Indenture). It is hereby covenanted and agreed by the County that it will not make, or permit to be made, any use of the original proceeds of the 2021 Certificates, or of any moneys treated as proceeds of the 2021 Certificates within the meaning of the Code and applicable regulations, rulings, and decisions, or take, permit to be taken, or fail to take any action, which would adversely affect the exclusion from gross income of the interest portion of payments made by the County under the Lease and received by Owners of the Series 2021 Certificates (the "**Certificate Interest Portion**") under Section 103 of the Code and applicable regulations, rulings, and decisions.

Section 7. Official Statement. The Preliminary Official Statement and its use and distribution by the Underwriter in connection with the sale of the 2021 Certificates is hereby ratified and approved. The Board hereby confirms that the Preliminary Official Statement has been deemed final as of its date for purposes of the Rule. The Board hereby authorizes the preparation and distribution of a supplement to the Preliminary Official Statement if deemed necessary by the Underwriter in connection with its marketing of the 2021 Certificates. The Board hereby authorizes the preparation and distribution of a final Official Statement. The Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Chair or in his absence, any of the Commissioners of the Board, is hereby authorized to execute copies of the Official Statement on behalf of the County.

Section 8. Incidental Action. The Chair or in his absence, any of the Commissioners of the Board, Clerk, County Chief Financial Officer and County Manager are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the delivery of the aforesaid County Documents and the performance of the County's obligations thereunder; the County's financing of the Project; the leasing to the Trustee and leasing back from the Trustee the Leased Property; the execution and delivery by the Trustee of the 2021 Certificates and the Indenture; and the delivery of the Preliminary Official Statement and the Official Statement.

Section 9. No Debt or Multiple Fiscal Year Obligation of the County. The Base Rentals, Additional Rentals and any other obligations under the Lease shall constitute currently budgeted and appropriated expenditures of the County. The County's obligations under the Lease shall be subject to the County's annual right to renew the Lease and rights to terminate the Lease as provided therein, and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of the Site Lease, the Lease, the Indenture, or the 2021 Certificates shall be construed or interpreted as a delegation of governmental powers or as creating a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the County or a general obligation or other indebtedness of the County within the meaning of any constitutional or statutory debt limitation, including without limitation Article X, Section 20 of the Colorado Constitution. The County shall have no obligation to make any payment with respect to the 2021 Certificates except in connection with the payment of the Base Rentals and certain other payments under the Lease, which payments may be terminated by the County in accordance with the provisions of the Lease. No provision of the Site Lease, the Lease or the 2021 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease, the Indenture, nor the 2021 Certificates shall directly or indirectly obligate the County to make any payments beyond those specifically included in the County's budget and appropriated for the then current Fiscal Year. The County shall be under no obligation whatsoever to exercise its option to purchase the Trustee's leasehold interest in the Leased Property. No provision of the Lease shall be construed to pledge or to create a lien on any class or source of moneys of the County, nor shall any provision of the Lease restrict the future issuance of any County bonds or obligations payable from any class or source of County moneys.

Section 10. **Determinations as to Fair Market Value and Fair Market Purchase Price.** The Board hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 2 hereof, constitute the fair rental value of the use of the Leased Property and do not exceed a reasonable amount so as to place the County under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Board hereby further determines that the Purchase Option Price for the Leased Property will represent the fair purchase price of the Trustee's leasehold interest in the Leased Property at the time of the exercise of the option. The Board declares that the period during which the County has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the maximum Lease Term) does not exceed the weighted average useful life of the Leased Property.

Section 11. **No Recourse Against Officers and Agents.** Pursuant to Section 1157209, C.R.S., if a member of the Board, or any officer or agent of the County acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prepayment premiums on the 2021 Certificates. Such recourse shall not be available either directly or indirectly through the Board or the County, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2021 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such 2021 Certificate specifically waives any such recourse.

Section 12. Conclusive Recital. The Board hereby elects to apply all of the provisions of the Supplemental Act to the Lease and the Site Lease; provided, however, that such election shall not operate to modify or limit the rights conferred on the County, the members of the Board and the officers of the County by any other provisions of State law. Pursuant to Section 115721, C.R.S., the 2021 Certificates shall contain a recital that they are executed and delivered pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the execution and delivery of the 2021 Certificates after their delivery for value.

Section 13. **Limitation of Actions.** Pursuant to Section 1157212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or execution and delivery of the 2021 Certificates shall be commenced more than 30 days after the authorization of such securities.

Section 14. **Ratification and Approval of Prior Actions.** All actions heretofore taken by the consultants to or officers of the County and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization, sale, delivery and administration of the 2021 Certificates, the financing of the Project, the leasing to the Trustee and leasing back from the Trustee the Leased Property, or the execution of any documents in connection with the 2021 Certificates, are hereby ratified, approved, and confirmed.

Section 15. Resolution Irrepealable. This Resolution is, and shall constitute, a legislative measure of the County and shall be and remain irrepealable during the term of the Lease as it may be renewed at the option of the County as provided therein.

Section 16. **Repealer.** All orders, bylaws, and resolutions of the County, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 17. **Severability.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 18. **Effective Date.** This Resolution shall take effect immediately upon its adoption and approval.

Section 19. **Electronic Execution.** In the event the Chair, any of the Commissioners of the Board, the Clerk, the County Chief Financial Officer, the County Manager or other appropriate officer of the County that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Resolution (collectively, the "**Authorized Documents**") is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute the Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

[End of Resolution]

MOVED, READ AND ADOPTED, by the Board of County Commissioners of the County of Eagle, State of Colorado, at its regular meeting held the 20th day of July, 2021.

COUNTY OF EAGLE, STATE OF COLORADO
By and Through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:_________
Matt Scherr, Chair

____
Clerk to the Board of County Commissioners

____
Jeanne McQueeney, Commissioner

____
Kathy Chandler-Henry, Commissioner

Commissioner _____________ seconded adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner McQueeney	___________
Commissioner Scherr	___________
Commissioner Chandler-Henry	___________

This Resolution passed by _____ vote of the Board of County Commissioners of the County of Eagle, State of Colorado.

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

I, Regina O'Brien, County Clerk and Recorder of Eagle County, Colorado, do hereby certify that the attached copy of Resolution No. 2021-____, is a true and correct copy; that said Resolution was passed by the Board of County Commissioners of Eagle County, Colorado, at its regular meeting held at 500 Broadway, Eagle County, Colorado, the regular meeting place thereof, on Tuesday, the 20th day of July, 2021; that a true copy of said Resolution has been authenticated by the signatures of the Chair of the Board of County Commissioners of Eagle County and myself as County Clerk and Recorder thereof, sealed with the seal of the County, and numbered and recorded in a book kept for that purpose in my office; that the foregoing pages constitute a true and correct copy of the record of the proceedings of said Board at its aforesaid meeting, insofar as said proceedings relate to said Resolution; that said proceedings were duly had and taken, that the meeting was duly held; and that the persons were present at said meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Eagle County, Colorado this 20th day of July, 2021.

(SEAL)

____
County Clerk and Recorder
Eagle County, Colorado