OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS
315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, January 31, 2017 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the January 24, 2017 meeting.

Consideration of the approval of an application for renewal of a 3.2% Beer license on behalf of F & H Park and Recreation District.

Unfinished Business
New Business

Consideration of an Intergovernmental Agreement between Logan County and the Colorado Department of Natural Resources for cooperative wildfire protection on Colorado Parks and Wildlife land in Logan County.

Consideration of the approval of an amended Resolution 2016-54 approving a Subdivision Exemption on behalf of Todd and Vicki Baseggio to create a 2.50-acre tract from a 160.0 acre Agricultural parcel in an “A” Agricultural District located in the Northeast Quarter (NE1/4) of Section 14, Township 7 North, Range 53 West of the 6th P.M., also known as 16911 CR 20.5 Atwood, Logan County, Colorado.

Consideration of the approval of Resolution 2017-7 for Subdivision Exemption on behalf of Robert L. Roth and Sheila A. Roth to create a 2.51-acre tract from a 265.83 acre parcel in an Agricultural (A) zone district, located in the Northeast Quarter (NE1/4) of Section 21 and in the Northwest Quarter (NW1/4) of Section 22, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of a Government Obligation Contract between Logan County and Kansas State Bank for financing the purchase of three (3) 2017 fully equipped patrol vehicles for the Logan County Sheriff’s Office.

Other Business
Miscellaneous Business/Announcements
The next regular business meeting will be scheduled for Tuesday, February 7, 2017, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment
January 24, 2017

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Byron H. Pelton  
David G. Donaldson  
Joseph A. McBride  

Chairman  
Commissioner  
Commissioner

Also present:
Alan Samber  
Pamela M. Bacon  
Marie Granillo  
Rob Quint  
Jim Horner  
Steve Kaiser  
Callie Jones  

Logan County Attorney  
Logan County Clerk  
Logan County Deputy Clerk  
Logan County Planning and Zoning  

Journal Advocate

Chairman Pelton called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items.
- Approval of the Minutes of the January 17, 2017 meeting.
Commissioner McBride moved to approve the minutes of the January 17, 2017, meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Pelton continued with New Business:
Commissioner Donaldson made a motion to approve the grant agreement between Logan County and the State of Colorado to provide grant funding for construction of shade covers at the Logan County Shooting Sports Complex. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve the agreement between Logan County and Wagner’s Carnival, LLC to set up and operate a complete carnival at the Logan County Fairgrounds, on Tuesday, August 8, 2017 through Sunday, August 13, 2017. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2017-6 to vacate the road right of way commencing at the section corners of Section 8 – 9 – 16 – 17 in Township 10 N, Range 49 West continuing North 1 and 1 ½ miles on the section line to the East Quarter section corner
of Section 5, Township 10 N, Range 49 West, Logan County, Colorado. Commissioner McBride seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:
Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, EMS Council, and the Lodging Tax Board. Any Logan County resident interested in serving on one of these advisory boards, should complete an application available at the Commissioner’s Office. Applications are also available on the county website (www.colorado.gov/logan.) Applications are due by 5:00 p.m. February 10, 2017.

Chairman Pelton congratulated Logan County Clerk Pam Bacon for being elected as President for the County Clerk Association of Colorado.

The next regular business meeting is scheduled for Tuesday, January 31, 2017 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:08 a.m. January 17, 2017.

Submitted by:  

[Signature]

Logan County Deputy Clerk

Approved: January 31, 2017

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: __________________________
Byron H. Pelton, Chairman

Attest:

Logan County Clerk & Recorder
F&H PARK AND RECREATION DIST
PO BOX 51
HAXTUN CO 80731-0051

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
F&H PARK AND RECREATION DIST

Liquor License #
14430240000

License Type
3.2% Beer On/Off Premises (county)

Operating Manager
Sheri Bohnkraft
Date of Birth
3-21-67

Manager Phone Number
970 620-2259

Home Address
7921 CR 85 FLEMINO CO 80728

Mailing Address
PO BOX 51 HAXTUN CO 80731-0051

DBA
F&H PARK AND RECREATION DIST

Sales Tax License #
14430240000

Expiration Date
04/13/2017

Due Date
02/27/2017

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

1. Do you have legal possession of the premises at the street address above? ☑ YES ☐ NO
   Is the premises owned or rented? ☑ Owned ☐ Rented* *If rented, expiration date of lease

176. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☑ YES ☐ NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☑ YES ☐ NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☑ YES ☐ NO

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☑ YES ☐ NO

AFFIRMATION & CONSENT
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business
Jeanine Schmidt

Signature

Title
Treasurer

Date
20-17

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For

Signature

Title

Date

Attest
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
COLORADO DEPARTMENT OF NATURAL RESOURCES
AND
LOGAN COUNTY
FOR
COOPERATIVE WILDFIRE PROTECTION
Pursuant to CRS §24-33.5-1221 as amended by HB 14-1210

A. PARTIES
This Intergovernmental Agreement ("IGA") is made by and between Logan County acting through its Board of County Commissioners (the "County"), the Sheriff of the County (the “Sheriff”), and the State of Colorado, acting by and through the Colorado Department of Natural Resources, Colorado Division of Parks and Wildlife, 1313 Sherman St., Room 618, Denver, Colorado 80203 (“CPW”), and the Colorado Department of Public Safety, Division of Fire Prevention and Control, 690 Kipling Street, Suite 200, Lakewood, CO 80215 (“DFPC”). Both CPW and DFPC individually or together may also be referred to as the “State” throughout the IGA.

B. EFFECTIVE DATE AND NOTICE OF NONLIABILITY
This IGA shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (“Effective Date”). The State shall not be liable to pay or reimburse the County for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof, prior to the Effective Date.

C. RECITALS
1. Authority
The Parties are entering into this IGA pursuant to CRS §24-33.5-1221, as most recently amended by House Bill 14-1210 (the “Statute”). Authority to enter into this IGA is contained in the Colorado Constitution Article XIV §18(2)(a) and in CRS §§24-33.5-1221, 29-1-203, 33-1-101, 33-1-104, 33-1-105, 33-9-101, 33-9-109 et seq., 33-10-101, 33-10-106, and 33-10-107. Nothing in this IGA alters or affects the manner in which Wildland Fire suppression activities or costs are handled during existing mutual aid periods as defined in the AOP or pursuant to any other existing agreement.

2. Consideration
The Parties acknowledge that the requirements of CRS §24-33.5-1221, the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this IGA.

3. Exhibits
The following are attached hereto and incorporated by reference herein: EXHIBIT A (Reimbursement Request), EXHIBIT B (Sample Option Letter).
4. **Purpose**
The purpose of this IGA is to comply with CRS §24-33.5-1221 and address mitigation and suppression of Wildland Fires affecting CPW Land within the County.

5. **References**
All references in this IGA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

D. **DEFINITIONS**
As used in this IGA, the following terms shall have the meaning ascribed to them in this section. These terms are in addition to terms defined otherwise in this IGA and defined in CRS §24-33.5-1221.

1. **Annual Operating Plan or AOP**
   “AOP” means a planning document regarding how interparty cooperation is to be implemented within the County. It is intended that any such document will be adopted on an annual basis by, between and among pertinent parties. Such parties might include the County, the Sheriff, DFPC, federal land agencies, and/or other participants.

2. **CPW Land**
   “CPW Land” means all Forest Land, Rangeland, and Wildland Areas that are owned by CPW and located within the County, provided however that, pursuant to CRS §24-33.5-1221 the following are excluded from the definition of CPW Land: all lands within the boundaries of incorporated cities or towns; lands owned or controlled by the federal government or any agency thereof; and, land in which CPW merely holds a right-of-way interest or conservation easement, or state trust lands. CPW will provide the County with an inventory and map of CPW Land located within a County at the outset of the IGA and upon request by the County.

3. **CRS**
   “CRS” means the Colorado Revised Statutes, as amended.

4. **Federal Land**
   “Federal Land” as defined by CRS §34-33-103(9) means any land, including mineral interests, owned by the United States, but excluding Tribal Lands.

5. **Fire Use Restrictions**
   “Fire Use Restrictions” means any burning restriction enacted pursuant to CRS §24-33.5-1225 or by the County pursuant to CRS §30-15-401(1)(n.5)(I).

6. **Forest Land**
   “Forest Land” as defined by CRS §24-33.5-1221(2)(a)(I) means land of which at least 10 percent is stocked by forest trees of any size and includes land that formerly had such tree cover and that will be naturally or artificially regenerated. Forest Land includes roadside, streamside, and shelterbelt strips of timber having a crown width of at least 120 feet. Forest Land includes unimproved roads and trails, streams, and clearings that are less than 120 feet wide.

7. **Incident Commander**
   “Incident Commander” as defined by CRS §29-22.5-102(2) means the individual responsible for the overall management of the incident including developing incident
objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

8. **Intergovernmental Agreement or IGA**
   “Intergovernmental Agreement” or “IGA” means this IGA, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this IGA, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

9. **National Fire Incident Reporting System or NFIRS**
   “National Fire Incident Reporting System” or “NFIRS” means the reporting standards system established by the United States Fire Administration.

10. **National Wildfire Coordinating Group or NWCG**
    “National Wildfire Coordinating Group” or “NWCG” means the operational group established through the U.S. Department of Agriculture, U.S. Department of the Interior, International Association of Fire Chiefs, Intertribal Timber Council, National Association of State Foresters, and the U.S. Fire Administration, and which provides national leadership to develop, maintain, and communicate interagency standards, guidelines, qualifications, training and other capabilities that enable interoperable wildland fire operations among federal and non-federal entities.

11. **Party or Parties**
    “Party” means the County, the Sheriff, CPW, or DFPC, and “Parties” mean the County, the Sheriff, CPW, and DFPC, or a combination of them.

12. **Rangeland**
    “Rangeland” as defined by CRS §24-33.5-1221(2)(a)(II) means an expanse of land that is unforested and on which it is suitable for livestock to wander and graze.

13. **Resource Advisor**
    “Resource Advisor” means the party primarily responsible for identifying and evaluating potential impacts and benefits of Wildland Fires on natural and cultural resources.

14. **State Fiscal Year**
    “State Fiscal Year” means the period of time from July 1 of each calendar year through and including June 30 of the following calendar year.

15. **State Responsibility Fire**
    “State Responsibility Fire” means a Wildland Fire that exceeds the County and the Sheriff’s capability to control or extinguish and for which DFPC has determined that the fire meets the criteria for the Emergency Fire Fund.

16. **Tribal Land**
    “Tribal Land” means all lands, including, but not limited to, mineral interests and rights-of-way, within the exterior boundaries of any federal Indian reservation, notwithstanding the issuance of any patent, including mineral interests held in trust for or supervised by any Indian tribe.

17. **Wildland Area**
    “Wildland Area.” Pursuant to CRS § 24-33.5-1221(2)(a)(IV), “Wildland Area” means an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.
18. Wildland Fire
“Wildland Fire.” As defined in CRS §24-33.5-1221(2)(a)(V), “Wildland Fire” means an unplanned or unwanted fire in a forest land, rangeland, or Wildland Area, including an unauthorized human-caused fire in a forest land, an out-of-control prescribed fire, and any other fire in a forest land, rangeland, or Wildland Area where the objective is to extinguish the fire.

19. Wildfire Emergency Response Fund
“Wildfire Emergency Response Fund” means those funds available to DFPC pursuant to CRS §24-33.5-1226.

20. Wildfire Suppression Costs
“Wildfire Suppression Costs” means the costs incurred to suppress any Wildland Fire.

E. MITIGATION AND SUPPRESSION OF WILDLAND FIRES
1. Relationship between the County and the Sheriff
The responsibilities of and division of duties between the County and the Sheriff are governed by applicable law.

2. Procedures for Cooperation and Coordination
The procedures for cooperation and coordination among the Parties are as follows:
   i. Notification
      The County shall notify the DFPC Fire Management Officer or the DFPC Fire Duty Officer of fire suspected on CPW Land within 24 hours of the County becoming aware of a fire or suspected fire. CPW shall provide notification to the DFPC Fire Duty Officer of any fire suspected on CPW lands within 24 hours of becoming aware of a fire or suspected fire.
   ii. Reporting
      Prior to or concurrently with the submission of any reimbursement request under this IGA, the County shall ensure that the Wildland Fire incident information is entered into NFIRS and shall provide DFPC with geographic information systems data or a detailed map of the Wildland Fire perimeter.

3. Management Objectives
The management objectives of CPW are as follows:
   i. Prevention
      a. Fire Use Restriction
         Under the terms of the County’s AOP, if applicable, CPW will coordinate with the County in complying with Fire Use Restrictions.
      b. Media
         The Parties may coordinate public fire prevention messages provided to the media.
   ii. Preparedness
      CPW may, in coordination with the County, develop fire management plans and/or emergency operations plans for CPW Land to identify fire management objectives. CPW shall share any pre-determined or developed fire management plans for CPW Lands located within the County with the County.
   iii. Mitigation
      CPW will plan, prioritize and implement hazardous fuels reduction and defensible space projects, as funding allows, on CPW Land using recognized standards or
best practices. CPW, in its sole discretion, will include fuels reduction and Wildland Fire prevention goals in habitat improvement projects in the Wildland Area-urban interface to the extent that CPW determines it possible.

iv. Suppression
Wildland Fire suppression responsibilities on non-Federal Lands in Colorado are governed by CRS §29-22.5-103 and §30-10-513, which sets forth a hierarchy of local jurisdiction from County Sheriff to State of Colorado, with the DFPC being the lead state agency for Wildland Fire management.

a. Resource Advisor
Under the terms of the County’s AOP, if applicable, CPW regional staff or their designee may act as a Resource Advisor for Wildland Fires occurring within the County on CPW Land in accordance with NWCG standards contained in the Resource Advisor’s Guide for Wildland Fire, publication #313.

b. Reimbursement
CPW will make reimbursement funding available for the County for Wildfire Suppression Costs in accordance with §G.

v. Reclamation
CPW is responsible for all reclamation activities designed to restore damage from suppression activities on CPW Land.

vi. Rehabilitation
CPW is responsible for the cost of long term post-fire rehabilitation on CPW Land, including but not limited to restoration of habitat, and reducing threats of noxious weeds and erosion.

F. EMERGENCY AND MUTUAL AID RESOURCES
In the event of Wildland Fires, emergency and mutual aid resources may be available from multiple nonprofit, local, state, and federal fire agencies pursuant to applicable cooperative agreements, mutual aid agreements, and AOPs. This IGA is not intended to affect, limit, or reduce any Party’s access to, application for, or acquisition of any such other aid resources that may become available outside of this IGA.

G. REIMBURSEMENTS TO THE COUNTY
1. Reimbursement
   i. CPW shall, in accordance with the provisions of this IGA, provide reimbursement to the County for certain costs the County and/or Sheriff incurs during the suppression of a Wildland Fire on CPW Land. The total amount of such reimbursement will be based on a cost share method included in the AOP if applicable, or the overall cost of suppression efforts incurred during any such Wildland Fire and the ratio of CPW Land to non-CPW Land involved in the Wildland Fire if the AOP is not applicable. Costs incurred during the mutual aid period or recoverable through other mechanisms, including but not limited to the Wildland Emergency Response Fund and the Colorado Firefighting Air Corps, and costs incurred by the County or Sheriff during a State Responsibility Fire, including those related to the County's minimum commitment, are not subject to reimbursement through this IGA.
ii. To obtain reimbursement for eligible suppression costs, the Sheriff, the County, or both shall submit to DFPC a completed reimbursement request as provided in Exhibit A.

iii. DFPC shall review each reimbursement request submitted in accordance with the provisions of this IGA and, if validated and funds are available, pay the amount of approved reimbursement to the requesting Party.

iv. The following are conditions precedent to approval of any reimbursement request:
   a. The County shall have made notification and ensured reporting as set forth in §E.2.i and §E.2.ii.
   b. DFPC receives the reimbursement request as submitted in accordance with §K in writing in the same State Fiscal Year in which Wildfire Suppression Costs, for which the County or Sheriff seek reimbursement, are incurred. If the County cannot submit a final reimbursement request within the same State Fiscal Year, the County may provide a written estimate of the anticipated expenses within 10 days from the end of the pertinent State Fiscal Year. Estimates submitted by the County under this section are necessary for State accounting purposes and should contain basic information related to the expected amount of expenses incurred.
   c. The County or Sheriff provides documentation of costs in form and substance acceptable to DFPC.
   d. CPW and DFPC validate the costs as reimbursable in accordance with the provisions of this IGA and as required by statute.

2. Maximum Amount
   i. The maximum amount payable over the entire term of this IGA by CPW pursuant to statute and this IGA is $626,500. The actual amount payable arises on a discrete Wildland Fire incident per State Fiscal Year basis. This amount is drawn from pooled funding for all counties, including the County, who enter into a like intergovernmental agreement with the State pursuant to CRS §24-33.5-1221. As such, the State will make reimbursements under the IGA or to other counties on a first-come, first-reimbursed basis, determined by date and time when DFPC receives a complete and acceptable reimbursement request pursuant to this IGA, until available funds are fully expended either in payment under this IGA or to other counties. CPW does not guarantee any minimum reimbursement or that there are funds available for any reimbursement under this IGA. Funding for reimbursement of Wildfire Suppression Costs derives from appropriations approved by the Colorado General Assembly for the purpose of this IGA, and payments under this IGA are limited to the unpaid obligated balance of such appropriations, on a State Fiscal Year basis. The maximum amount payable by the State under this IGA during each State Fiscal Year is $89,500.
   ii. The State is prohibited by law from making commitments beyond the term of the State’s current fiscal year. Therefore, payments under this IGA beyond the State’s current Fiscal Year are contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions contained in §M of this IGA. If federal funds are used to fund this IGA, in whole or in part, the State’s performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this IGA shall be made only from available
funds encumbered for this IGA, and the State’s liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this IGA, the State may terminate this IGA immediately, in whole or in part, without further liability in accordance with the provisions hereof.

3. **Erroneous Payments**
   At the State’s sole discretion, the State may recover payments that were made in error under this IGA to the County or Sheriff.

H. **TERM AND TERMINATION**
1. The Parties’ respective performances under the initial term of this IGA shall commence on the later of either the Effective Date or January 1, 2017. This IGA shall terminate on **June 30, 2023** unless sooner terminated or further extended as specified elsewhere herein.
   a. This IGA shall automatically terminate upon the date CRS §24-33.5-1221 is repealed if repealed.
   b. This IGA shall automatically terminate if the Parties enter into a separate agreement that satisfies the requirements of CRS §24-33.5-1221.
   c. The County may terminate this IGA by providing written notice of termination to CPW as provided in §K.
   d. CPW, at its discretion, shall have the option to extend the performance under this IGA beyond the initial term for a period, or for successive periods, of one and half years (18 months) or less under the same terms specified in this IGA (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to County in a form substantially equivalent to Exhibit B. Except as stated in §H.1.e., the total duration of this Agreement, including the exercise of any options to extend, shall not exceed 10 years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.
   e. CPW, at its discretion and upon written notice to the County and DFPC, shall have the option to extend the performance under this IGA for a period not to exceed two months if the Parties are negotiating a replacement IGA at or near the end of the initial term or renewal term. The provisions of this IGA in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement IGA is approved and signed by the Colorado State Controller.

I. **REMEDIES**
If any Party fails to perform as required under this IGA, any other Party may send notice of such non-performance as provided in §K. Such notice shall describe the non-performance, the action or actions the non-performing Party needs to take to cure the non-performance, and the date by when such action or actions need to occur. If the non-performing Party fails to cure the non-performance, the other Party or Parties may avail themselves of remedies available by law.
J. DISPUTE RESOLUTION
In the event of disputes concerning performance hereunder or otherwise related to this IGA, the Parties shall attempt to resolve them at the lowest staff level practicable. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the Director of CPW, the Director of DFPC, the Sheriff, and a representative of the County’s Board of Commissioners shall meet and attempt resolution. If this fails, a Party may seek judicial relief.

K. NOTICES
Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**CPW**
Matt Schulz
Division of Parks and Wildlife
6060 Broadway
Denver, CO 80216
303-291-7152
Matt.Schulz@state.co.us

**DFPC**
Director Mike Morgan
690 Kipling Street, Suite 2000
Lakewood, CO 80215
303-239-5865
Mike.Morgan@state.co.us

**COUNTY**
Chairman
Board of County Commissioners
315 Main St., Ste. 2
Sterling, CO 80751
970-522-0888
jcrow@logancountyco.gov

**SHERIFF**
Brett Powell, Sheriff
Logan County Sheriff’s Office
110 N. Riverview Rd., Rm. 116
Sterling, CO 80751
970-522-2578
bpowell@logancosheriff.com

L. GENERAL PROVISIONS
1. Assignment and Subcontracts
   Each Party’s rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by any Party are subject to all of the provisions hereof.

2. Binding Effect
   All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.

3. Captions
   The captions and headings in this IGA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
4. **CORA Disclosure**
   To the extent not prohibited by federal law, this IGA and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.

5. **Counterparts**
   This IGA may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

6. **Jurisdiction and Venue**
   All suits or actions related to this IGA shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Colorado.

7. **Entire Understanding**
   This IGA represents the complete integration of all understandings related to CRS §24-33.5-1221 between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

8. **Modifications**
   i. **By the Parties**
      Except as specifically provided in this IGA, modifications of this IGA shall not be effective unless agreed to in writing by the Parties in an amendment to this IGA, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this IGA, other than contract amendments, shall conform with the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.
   
   ii. **By Operation of Law**
      This IGA is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this IGA on the effective date of such change, as if fully set forth herein.

9. **Order of Precedence**
   The provisions of this IGA shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this IGA and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
   i. The Colorado Special Provisions
   ii. The provisions of the main body of the IGA
   iii. Exhibit A (Reimbursement Request)
   iv. Exhibit B (Sample Option Letter)

10. **Severability**
    Provided this IGA can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this IGA in accordance with its intent.
11. **Survival of Certain IGA Terms**
   Notwithstanding anything herein to the contrary, provisions of this IGA requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable if any Party fails to perform or comply as required.

12. **Taxes**
   The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. The County shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing the County for such taxes.

13. **Third Party Beneficiaries**
   Enforcement of this IGA and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this IGA are incidental to the IGA, and do not create any rights for such third parties.

14. **Waiver**
   Waiver of any breach under a term, provision, or requirement of this IGA, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**M. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all contracts except where noted in italics.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**
   This IGA shall not be valid until it has been approved by the Colorado State Controller or designee.

2. **FUND AVAILABILITY. CRS §24-30-202(5.5).**
   Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. **GOVERNMENTAL IMMUNITY.**
   No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. **County shall perform its duties independently and not as an employee of the State.**
   Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for County or any of its agents or employees. Unemployment insurance benefits will be available to County and its employees and agents only if such coverage is made available by County or a third party. County shall pay when due all applicable employment taxes and income taxes and local
head taxes incurred pursuant to this IGA. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. County shall (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW.
County shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this IGA. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this IGA, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED.
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this IGA or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor’s Executive Order D 002 00.
State or other public funds payable under this IGA shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. County hereby certifies and warrants that, during the term of this IGA and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is in violation of this provision, the State may exercise any remedy available at law or in equity or under this IGA, including, without limitation, immediate termination of this IGA and any remedy consistent with federal copyright laws or applicable licensing restrictions.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this IGA. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County’s services and County shall not employ any person having such known interests.

SPs Effective 1/1/09
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS IGA

* Persons signing for County hereby swear and affirm that they are authorized to act on County’s behalf and acknowledge that the State is relying on their representations to that effect.

**Signatory avers to the State Controller or delegate that County has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>STATE OF COLORADO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logan County</td>
<td>John W. Hickenlooper, Governor</td>
</tr>
<tr>
<td>By: Byron H. Pelton, Chairman</td>
<td>(for) Robert Randall, Executive Director</td>
</tr>
<tr>
<td>Title: Board of County Commissioners of Logan County, Colorado</td>
<td>Department of Natural Resources</td>
</tr>
<tr>
<td></td>
<td>Colorado Division of Parks and Wildlife</td>
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<tr>
<td>*Signature</td>
<td>Signature**</td>
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<tr>
<td>Date: _________________________</td>
<td>By: _________________________</td>
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<th>COUNTY SHERIFF</th>
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<tr>
<td>By: Brett Powell</td>
</tr>
<tr>
<td>Title: Logan County Sheriff</td>
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</table>

| *Signature | Signature |
| Date: _________________________ | By: _________________________ |
| | Date: _________________________ |

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This IGA is not valid until signed and dated below by the State Controller or delegate. County is not authorized to begin performance until such time. If County begins performing prior thereto, the State of Colorado is not obligated to pay County for such performance or for any goods and/or services provided hereunder.

<table>
<thead>
<tr>
<th>STATE CONTROLLER</th>
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<tr>
<td>Robert Jaros, CPA, MBA, JD</td>
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<tr>
<td>By: _________________________</td>
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</table>

Maggie Van Cleef, DNR Purchasing Director

Date: _________________________
Cooperator Incident Assignment Invoice - 2016
CDPS Division of Fire Prevention & Control
CDPS Division of Homeland Security & Emergency Management

<table>
<thead>
<tr>
<th>From Cooperator/Department</th>
<th>Date</th>
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Is this part of a reassignment? Yes or No

<table>
<thead>
<tr>
<th>Incident Name:</th>
<th>Incident Number:</th>
<th>Incident Financial Code:</th>
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<tr>
<th>Resource Request # &amp; Name/Equip ID:</th>
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<tr>
<th>Incident Assignment Dates:</th>
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<table>
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<tr>
<th>Total Personnel:</th>
<th>$</th>
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<tr>
<td>Total Travel:</td>
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<td>Total Equipment:</td>
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<td>Total Fuel:</td>
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<td>Total Equipment Transport:</td>
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<tr>
<td>Total Invoice Preparation:</td>
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<tr>
<td>Total Repair/Replacement:</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Reimbursement Request:</strong></td>
<td>$ 0.00</td>
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</table>

Send payment to:

I certify that this request and the documentation included for reimbursement are correct and accurate.

**Required Signature:** Chief or Authorized Representative

<table>
<thead>
<tr>
<th>Vendor ID #</th>
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For local incidents only:

<table>
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<tr>
<th>Vendor ID #</th>
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DFPC # Coding: RCAA - CCRF - RCBPNCRF - 2820 - $

DFPC # Coding: RCAA - CCRF - RCBPNCRF - 2820 - $

DFPC # Coding: RCAA - CCRF - RCBPNCRF - 2820 - $

DFPC # Coding: RCAA - CCRF - RCBPNCRF - 2820 - $
RESOLUTION

NO. 2016 - 54
(Amended)

Todd and Vicki Baseggio Subdivision Exemption

WHEREAS, Todd and Vicki Baseggio have petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following legally described property:

Parcel of land in the Northeast Quarter (NE1/4) of Section 14, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said NE1/4 of Section 14; thence South 89°05'25" West along the South line of said NE1/4 of Section 14 a distance of 264.47 feet to the true point of beginning; thence continuing South 89°05'25" West along the South line of said NE1/4 of Section 14 a distance of 510.50 feet; thence North 2°42'30" East a distance of 103.63 feet; thence North 57°56'05" East a distance of 473.00 feet; thence South 16°48'45" East a distance of 362.00 feet to the point of beginning and containing 2.50 acres, more or less, subject to County Road Right-of-Way along the South line of said NE1/4 of Section 14. Also known as 16911 County Road 20.5, Atwood, Logan County, Colorado. (As represented on official Subdivision Exemption Plat # 2016 - 54)

from the definitions of “Subdivision” or “Subdivision Land” and for a determination that the above premises are not within the purposes of C.R.S. § 30-28-101, and Senate Bill 35, adopted by the Colorado General Assembly in 1972; and

WHEREAS, this 2.50 acre tract is subdivided from a 160.00 acre Agricultural parcel, in an “A” Agricultural District; and,

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of this application after reviewing the application, studying the staff review, and reviewing the plat on December 22, 2016.

NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. § 30-28-101(10)(d), the above described property is exempt from the definition of “Subdivision” or “Subdivided Land” as set forth in C.R.S. § 30-28-101, provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

DONE on Tuesday, this 31st day of January, 2017.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

Joseph A. McBride

David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the this 31st day of January, 2017.
RESOLUTION

NO. 2017 - 7

BOARD OF COUNTY COMMISSIONERS
COUNTY OF LOGAN, STATE OF COLORADO

SUBDIVISION EXEMPTION FOR ROBERT L. ROTH AND SHEILA A. ROTH

WHEREAS, Section 30-28-101(10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Robert L. Roth and Sheila A. Roth have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Northeast Quarter (NE1/4) of Section 21 and in the Northwest Quarter (NW1/4) of Section 22, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at a point from whence the Northeast corner of said Section 21 bears North 29°30'20" West a distance of 244.80 feet, said point being the Southeast corner of a parcel of land described in Book 992 at Page 339 of the Logan County records; thence South 29°17'55" West along the Northwesterly Right-of-Way line of U.S. Highway 138 a distance of 327.74 feet; thence North 85°40'30" West a distance of 301.02 feet; thence North 5°10'00" East a distance of 297.13 feet to the Southwest corner of said parcel of land described in Book 992 at Page 339; thence South 85°40'30" East along the South line of said parcel of land described in Book 992 at Page 339 a distance of 435.03 feet to the point of beginning and containing 2.51 acres, more or less.

(As represented on official Subdivision Exemption Plat # 2017 - 7)

and

WHEREAS, Robert L. Roth and Sheila A. Roth intend to create the parcel, consisting of 2.51 acres subdivided from an 265.83 acre parcel in the Agricultural (A) zone district, for use as a site for a single family residence; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on January 23, 2017; and

WHEREAS, a public hearing was held by the Board of County Commissioners on January 31, 2017, at which time the Board reviewed the application and any exhibits, and heard the comments of staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. section 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements and the size, location and availability of essential services to the proposed parcel, including water and sewage disposal, are reasonable, appropriate and customary for the intended use.
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Robert L. Roth and Sheila A. Roth for a Subdivision Exemption for the creation of a 2.51 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat No. 2017 - 7, is hereby approved and provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 31st day of January, 2017.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton

Joseph A. McBride

David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the this 31st day of January, 2017.

County Clerk and Recorder
FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(Date received in the Office of the Director of Planning or his/her designee to the Planning Commission: Application (is) (is not) complete as submitted. Named individual reviewing the submitted application:)

Date: 12/15/16

1. Name of Subdivision Exemption: Robert L. Roth and Sheila A. Roth

2. Name of Applicant: Robert L. Roth
   Address: 21091 HWY 138, Sterling, CO 80751
   (Street No. and Name) (Post Office) (State) (Zip Code)
   Phone: 970-580-3834

3. Name of Local Agent: N/A
   Address: (Street No. and Name) (Post Office) (State) (Zip Code)
   Phone: ____________________________

4. Owner of Record: Robert L. Roth
   Address: 21091 HWY 138, Sterling, CO 80751
   (Street No. and Name) (Post Office) (State) (Zip Code)
   Phone: 970-580-3834

5. Prospective Buyer: Dennis & Suzan Schaefer
   Address: 1331 Fillmore St, Sterling, CO 80751
   (Street No. and Name) (Post Office) (State) (Zip Code)
   Phone: 970-522-6211

   Address: 615 S 10th Ave, Sterling, CO 80751
   (Street No. and Name) (Post Office) (State) (Zip Code)
   Phone: 970-522-1960

7. Attorney: N/A
   Address: (Street No. and Name) (Post Office) (State) (Zip Code)
   Phone: ____________________________

8. Subdivision Exemption Location: on the West side of Colo. State Hwy 138

9. Postal Delivery Area: Sterling 80751
   School District: RE-1 Valley

10. Total Acreage: 2.51
   Zone: __________________
   Number of Lots: 2

11. Tax Map Designation: Section Township Range: Sec 21 - T 8N - 52W Lot(s):

ROTH, ROBERT L & SHEILAA
2017 Subdivision Exempt. 2.51 Acres
NE4 Section 21-08-52 and
NW4 Section 22-08-52
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?  
   If so, list Case No. and Name    n/a

13. If Deed is recorded in Torrens System: Number    n/a

14. If Deed is recorded in General System: Book 954 Page 129

15. Current Land Use:    Farming

16. Proposed Use of Each Parcel: Residential

17. Proposed Water and Sewer Facilities: Well & Septic System

18. Proposed Public Access to each new parcel: Hwy 139

19. Reason for request of this exemption (may use additional pages):
   To sell to sister & brother in law

List all contiguous holdings in the same ownership: Section Township Range n/a Lot(s)  

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property; and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

COUNTY OF LOGAN

hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

(Applicant Signature)

Mailing Address

(Street)

(County) (State) (Zip Code)

Subscribed and sworn to before me this day of
FOR COUNTY USE

Application Fee: One Hundred Dollars ($100.00) \[pd \] 12/10/16 # 13704 Receipt # 244

Recording Fee: Thirteen Dollars ($13.00) \[pd \] 12/10/16 # 13703 Receipt # 244

Date of Planning Commission: N/A

Recommendation of Planning Commission: \[\checkmark\] Approval Denial

Recommended Conditions of Subdivision Exemption:


Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of the Subdivision Exemption:


Date Granted: 

Date Denied: 

David D. Donaldson (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Byron H. Pelton (Aye) (Nay)

ROTH, ROBERT L & SHEILA A
2017 Subdivision Exempt. 2.51 Acres
NE4 Section 21-08-52 and
NW4 Section 22-08-52
GOVERNMENT OBLIGATION CONTRACT

Obligor
Logan County, Colorado
315 Main Street
Sterling, Colorado 80751

Obliege
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of February 2, 2017

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Additional Schedule” refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

“Budget Year” means the Obligor’s fiscal year.

“Commencement Date” is the date when Obligor’s obligation to pay Contract Payments begins.

“Contract” means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

“Contract Payments” means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

“Contract Term” means the Original Term and all Renewal Terms.

“Exhibit” includes the Exhibits attached hereto, and a separate Additional Schedule”, whether now existing or subsequently created.

“Equipment” means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

“Government” as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (“Code”), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

“Obligee” means the entity originally listed above as Obligee or any of its assignees.

“Obligor” means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

“Original Term” means the period from the Commencement Date until the end of the Budget Year of Obligor.

“Partial Prepayment Date” means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

“Purchase Price” means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

“Renewal Term” means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor’s Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

“State” means the state in which Obligor is located.

“Surplus Amount” means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

“Vendor Payable Account” means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an “issuer of tax exempt obligations” because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the “Code”) or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any cause, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-renewed funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver to the Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.
Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate at which the full amount of the Contract Payment was overdue, plus any additional accrued on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 Contract Payments: Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligee.

Section 3.05 Renewal Term. The Contract Term shall be the Original Term and all Renewal Terms that occur at the end of all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OR SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee all of the rights, title and interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor’s failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor’s governing body to terminate the Contract. Obligor shall immediately notify the Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Unless otherwise agreed in writing, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed, and/or abandoned in any manner, Obligor will be responsible for and to cover all such losses to all the full extent of the insurance coverage for such losses. If the Obligor chooses to use the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor, shall at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death or be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor’s property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligee hereby reserves responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys’ fees of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding based partly or entirely on the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor’s obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. This security interest (together with any additional security interest granted by Obligor from time to time) including, but not limited to, all of the Equipment is a security interest within the meaning of Article 9 of the Uniform Commercial Code of the State of New York. Obligor agrees to furnish to Obligee a security agreement, financing statement and any additional documentation as may be required to protect the security interest created hereunder.

Obligee agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee’s rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligee written notice of assignment. The assignee shall enter into contract with Obligor and shall pay to Obligee, through Obligee, the amount of money relating to such Equipment or to the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor’s right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.
VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer’s and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor shall be responsible for the ownership, operation, and maintenance of all Equipment owned or leased by Obligor or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligee which Obligee deems necessary or appropriate to protect Obligee’s interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an “Event of Default” under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any such fall, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing that such extension of time will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date made regardless of Obligor’s intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligee admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor’s expense to deliver any or all of the Equipment and any additional collateral to Obligee as provided in Section 9.04. Such delivery may be made at any time, or default occurs if Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligee will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligee may be assignable to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Event of Default and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligee shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee’s request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor’s locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee’s instructions and at the Obligor’s sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral from all owner property as of the Effective Date. Such delivery shall take place from the location from which the Obligor owned property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligee’s possession relating to the maintenance and methods of operation of such Equipment and any additional collateral. The Equipment is surrendered to the Obligee in the condition that the Obligee will be in the condition and required to be maintained under this Contract. It will also meet all legal regulatory conditions. Obligor shall have the right to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all costs reasonably expended in connection with the foregoing.

(c) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is or on the date after the date that the Obligor executes this Contract, Obligor agrees to (i) pay to the Obligee an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the “Vendor Payable Account”), as agent for Obligor’s account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligee’s delivery to Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligee to draw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment delivered below in Section 9.04. The delivery shall take place within fifteen (15) days after the Effective Date. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligor.

Section 10.02 Down Payment. Prior to the disbursement of any funds to the Vendor Payable Account, the Obligor shall either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards this purchase of Equipment from the Obligee are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligee to the Obligor.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.
Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligee as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligee hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligee hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligee in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligee hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Section 11.11 Obligor further warrants and certifies that: Obligor’s obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor’s final acceptance of the Equipment by delivering to Obligee the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract; in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor’s behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Logan County, Colorado

Signature

Printed Name and Title

Logan County, Colorado

Attested By Authorized Individual:

Signature

Printed Name and Title

KS StateBank

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title
EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of February 2, 2017, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Three (3) 2017 Police Vehicles

Physical Address of Equipment after Delivery: ________________________________
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of February 2, 2017, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Date of First Payment: At Closing
Original Balance: $132,646.00
Total Number of Payments: Three (3)
Number of Payments Per Year: One (1)

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<td>$44,176.64</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Logan County, Colorado

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds: General Fund
EXHIBIT C
PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of February 2, 2017, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $__________________________ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: ____________________________

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor’s specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

kbellinder@ksstate.bank

or Fax: (785) 587-4016

Please call (877) 584-4054 if you have any questions.

Logan County, Colorado

______________________________
Signature

______________________________
Printed Name and Title
EXHIBIT D

SIGNATURE CARD

RE: Government Obligation Contract dated as of February 2, 2017, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Logan County, Colorado.

Logan County, Colorado

________________________________________________________
Signature

________________________________________________________
Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

________________________________________________________
Signature

________________________________________________________
Printed Name and Title
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of February 2, 2017, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: __________________________________________
Equipment: __________________________________________
Cost of Equipment: ______________________________________

Vendor Name: __________________________________________
Equipment: __________________________________________
Cost of Equipment: ______________________________________

Vendor Name: __________________________________________
Equipment: __________________________________________
Cost of Equipment: ______________________________________

Vendor Name: __________________________________________
Equipment: __________________________________________
Cost of Equipment: ______________________________________

Obligor will immediately notify Obligee if any of the information listed above is changed.
INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

<table>
<thead>
<tr>
<th>Insured:</th>
<th>Certificate Holder:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logan County, Colorado</td>
<td>KS StateBank</td>
</tr>
<tr>
<td>315 Main Street</td>
<td>1010 Westloop, P.O. Box 69</td>
</tr>
<tr>
<td>Sterling, Colorado 80751</td>
<td>Manhattan, Kansas 66505-0069</td>
</tr>
</tbody>
</table>

1. **Equipment Description**
   - Three (3) 2017 Police Vehicles
   - Please include all applicable VIN's, serial numbers, etc.

2. **Deductible**
   - The deductible amounts on the insurance policy should not exceed $25,000.00.

3. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $132,646.00.

4. **Liability**
   - Minimum Combined Single Limit of $1,000,000.00 on bodily injury and property damage.

5. **Additional Insured and Loss Payee**
   - KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Fax: (785) 587-4016
   or
   Email: kbellinder@ksstate.bank

Please complete the information below and return this form along with the Contract.

Logan County, Colorado

Insurance Company: ________________________________

Agent’s Name: ___________________________________

Telephone #: ________________________________

Fax #: _______________________________________

Address: _______________________________________

City, State Zip: ________________________________

Email: _______________________________________
*PREFERRED*

As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Payment Amount</th>
<th>Frequency of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3351066</td>
<td>$46,500.00</td>
<td>Annual</td>
</tr>
</tbody>
</table>

Beginning Month _____ Year _____

Day of Month 1st

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<table>
<thead>
<tr>
<th>Financial Institution Name</th>
<th>Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Routing Number</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type of Account

☐ Checking

☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<table>
<thead>
<tr>
<th>Obligor Name on Contract</th>
<th>Printed Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>84-6000782</td>
</tr>
</tbody>
</table>

Date

PLEASE ATTACH COPY OF A VOIED CHECK TO THIS FORM!

**USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.
INVOICE

DATE SENT: 01-23-2017

BILL TO:
LOGAN COUNTY, COLORADO
ATTN: ACCOUNTS PAYABLE
315 MAIN STREET
STERLING, COLORADO 80751

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 584-4054

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>PAYMENT DATE</th>
<th>PAYMENT DUE DATE</th>
<th>TOTAL AMOUNT DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3351066</td>
<td>At Closing</td>
<td>At Closing</td>
<td>$46,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOVERNMENT OBLIGATION CONTRACT DATED AS OF FEBRUARY 2, 2017</td>
<td>PAYMENT AMOUNT: $46,500.00</td>
</tr>
<tr>
<td>THREE (3) 2017 POLICE VEHICLES</td>
<td></td>
</tr>
</tbody>
</table>

Additional interest will be assessed on any payment received after the due date.

$46,500.00

TOTAL DUE
The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:
The IRS is now requesting information regarding tax-exempt issuers’ and borrowers’ written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to “check” items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.
Form 8038-G  
Information Return for Tax-Exempt Governmental Obligations  
► Under Internal Revenue Code section 149(e)  
► See separate instructions.

Caution: If the issue price is under $100,000, use Form 8038-GC.

<table>
<thead>
<tr>
<th>Part I</th>
<th>Reporting Authority</th>
<th>If Amended Return, check here</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issuer’s name</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Logan County, Colorado</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3a</td>
<td>Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3b</td>
<td>Telephone number of other person shown on 3a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Number and street (or P.O. box if mail is not delivered to street address)</td>
<td>Room/suite</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Report number (For IRS Use Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>City, town, or post office, state, and ZIP code</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Name of issue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10a</td>
<td>Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10b</td>
<td>Telephone number of officer or other employee shown on 10a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Health and hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Transportation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Public safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Environment (including sewage bonds)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Housing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Other. Describe</td>
<td>Three (3) 2017 Police Vehicles</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>If obligations are TANs or RANs, check only box 19a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>If obligations are BANs, check only box 19b</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part II</th>
<th>Type of Issue (enter the issue price). See the instructions and attach schedule.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Education</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Health and hospital</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Public safety</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Environment (including sewage bonds)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Housing</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Other. Describe</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>If obligations are TANs or RANs, check only box 19a</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>If obligations are BANs, check only box 19b</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part III</th>
<th>Description of Obligations. Complete for the entire issue for which this form is being filed.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Final maturity date</td>
<td>(b) issue price</td>
<td>(c) Stated redemption price at maturity</td>
</tr>
<tr>
<td>21</td>
<td>02/02/2019</td>
<td>$135,257.62</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part IV</th>
<th>Uses of Proceeds of Bond Issue (including underwriters’ discount)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Proceeds used for accrued interest</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Proceeds used for bond issuance costs (including underwriters’ discount)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Proceeds used for credit enhancement</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Proceeds used to currently refund prior issues</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Proceeds used to advance refund prior issues</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Total (add lines 24 through 28)</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Nonrefundng proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part V</th>
<th>Description of Refunded Bonds. Complete this part only for refunding bonds.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Enter the remaining weighted average maturity of the bonds to be currently refunded</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Enter the remaining weighted average maturity of the bonds to be advance refunded</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)</td>
<td></td>
</tr>
</tbody>
</table>

For Paperwork Reduction Act Notice, see separate instructions.
### Part VI  Miscellaneous

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36a</td>
<td>Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enter the final maturity date of the GIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enter the name of the GIC provider</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38a</td>
<td>If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Enter the date of the master pool obligation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Enter the EIN of the issuer of the master pool obligation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Enter the name of the issuer of the master pool obligation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41a</td>
<td>If the issuer has identified a hedge, check here and enter the following information:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Name of hedge provider</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Type of hedge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Term of hedge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>If the issuer has superintegrated the hedge, check box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>If the issuer has established written procedures to monitor the requirements of section 148, check box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45a</td>
<td>If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Enter the date the official intent was adopted</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS’s disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.

**Signature of issuer’s authorized representative**

**Date**

**Type or print name and title**

### Paid Preparer Use Only

**Print/Type preparer’s name**

**Preparer’s signature**

**Date**

**Check □ if self-employed**

**PTIN**

**Firm’s EIN**

**Firm’s Address**

**Phone no.**

---

**Form 8038-G (Rev. 9-2011)**