AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Mun

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Finance docs for previously approved toolcat purchase

Fiscal Impact:

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No cocnerns, payments can be covered in 2018 adopted budget and 2019 payments will be included in discussion for that budget development. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/16/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/15/18

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/15/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/19/2018

Revised April 2015

Municipal Lease Agreement (Tax-Exempt) # 9967518-001

This Municipal Lease Agreement (*"Lease"*) is dated and effective as of _____ (*"Effective Date"*), between BERRY COMPANIES INC which, together with any successor or assignee, is referred to as *"Lessor"*, and the Lessee indicated below which, together with any successor or permitted assignee, is referred to as *"Lessee"*.

A. LESSEE:

LEGAL NAME: GUNNISON, COUNTY OF
TRADE NAME: FACILITIES & GROUNDS
ADDRESS: 200 E VIRGINIA AVE, GUNNISON, CO 81230

CONTACT AND TELEPHONE:
LEGAL ENTITY (give type of political entity):
FISCAL YEAR OF LESSEE ENDS:

B. EQUIPMENT LOCATION:

STREET ADDRESS: 200 E VIRGINIA AVE
CITY, STATE ZIP: GUNNISON, CO 81230

C. DESCRIPTION OF EQUIPMENT

Manufacturer	Equipment Description (Type/Model/Serial/ID Numbers)	Number of Units	Cost	
BOBCAT	5600 TOOLCAT SN: AHG815301	1	Equipment Price:	$64,420.00
BOBCAT	SB200 66IN SNOW BLOWER SN: 712806869	1	Sales Tax:	$0.00
			Freight:	$ 0.00
As more fully described on Exhibit A attached hereto and made a part hereof			Delivery and Installation:	$ 0.00
			Equipment Total Cost:	$ 64,420.00

D. TRANSACTION TERMS:

Scheduled Rent: See Amortization Table
(Including any applicable Taxes)

Fiscal Period Begins: _____ and ends _____ (insert day and month)

Term: 24 Payment Periods
Each Payment Period equals: 1 (One)

☒ Monthly Payment ☐ Semiannual Payment
☐ Quarterly Payment ☐ Annual Payment

Scheduled Rent due the 3/15/2018 day of Payment Period

Last Funding Date: 6/15/2018

Advance Rent: $ 0.00 (Including any applicable taxes)

Purchase Option: $ 1.00

E. ADDITIONAL DOCUMENTATION:

Additional documents required from Lessee (see Section F (2)):

☒ **Amortization Table**
☒ **Resolutions**
☒ **Incumbency Certificate**
☐ **Counsel Opinion**
☒ **Form 8038G or GC**
☐ **Other:**

LESSEE AGREES TO THE INTEREST RATE SET FORTH IN THE AMORTIZATION TABLE AND THE OTHER TRANSACTION TERMS SET FORTH HEREIN.

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F. LEASE TERMS AND CONDITIONS:

1. LEASING. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the above described equipment (*"Equipment"*), as provided herein.

2. CONDITIONS. Lessor is not obligated to lease the Equipment unless: (i) Lessor has confirmed to its satisfaction that the Equipment has been delivered to and irrevocably accepted by Lessee for lease from Lessor; (ii) if required by Lessor, Lessor has received from Lessee in form acceptable to Lessor (A) a resolution enacted by Lessee's governing body, authorizing this Lease and the appropriation of funds for this Lease during the Lessee's current fiscal year; (B) an opinion of Lessee's counsel; (C) a form 8038G or GC; and (D) any other documents required by Lessor. Lessee irrevocably authorizes Lessor to adjust the Equipment Price and Equipment Total Cost by no more than 15% to account for equipment change orders or returns which are accepted by Lessor, invoicing errors and similar matters, and agrees to any resulting adjustments in the TRANSACTION TERMS and ADDITIONAL DOCUMENTATION stated above. Lessor will send Lessee a written notice stating the final Equipment Price, Equipment Total Cost, TRANSACTION TERMS (including a revised Amortization Table, if necessary) and ADDITIONAL DOCUMENTATION, if different from those stated above. Lessee agrees that delays in delivery of the Equipment shall not affect the validity of this Lease.

3. TERM AND RENT. (a) The Term begins on the acceptance by Lessee of the Equipment (*"Lease Commencement Date"*), and continues until the earlier of: (i) payment in full of all Scheduled Rent and all other amounts due hereunder, (ii) a permitted termination pursuant to Non-Appropriation (Section 7); or (iii) Lessor's termination of this Lease after Default (Section 13). (b) The first Payment Period commences on the Lease Commencement Date, and Scheduled Rent accrues from such Lease Commencement Date. Each Scheduled Rent payment consists of principal plus interest derived in the manner stated in the Amortization Table. The first Scheduled Rent is payable either at the beginning or the end of the first Payment Period as indicated in the Transaction Terms and on same day of each Payment Period thereafter. If Scheduled Rent is not paid when within 10 days of its due date, Lessee agrees to pay a late charge equal to the greater of $35.00 or five cents ($0.05) per dollar on, and in addition to, such Scheduled Rent, but not exceeding the lawful maximum, if any. Advance Rent, if any, is applied to the first Scheduled Rent Payment due. Any excess Advance Rent will be applied towards the payment of any overdue obligation of Lessee or to the final Scheduled Rent payment(s). Lessor is not required to: (i) refund any Advance Rent or Scheduled Rent; (ii) pay any interest on Advance Rent; or (iii) keep Advance Rent in a separate account. (c) Upon the expiration or other termination of this Lease, until Lessee has complied with Section 6(b) ("Return of Equipment") or has acquired the Equipment pursuant to Section 14 ("Option"), Lessee shall pay Lessor as liquidated damages for lost rentals and not as a penalty, such payment to be computed on a daily basis (with one day's Rent being 1/360th of the Scheduled Rent payable in a twelve month period) until the Equipment is returned or purchased. Lessee's obligations and all other provisions of this Lease continue until such time.

4. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants to Lessor that as of the date of, and throughout the Term of, this Lease: (a) Lessee is the entity indicated on the first page hereof and is a state or a political subdivision of the state in which it is located. Lessee is organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the *"Documents"*). (b) The Documents have been authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations. The Documents are valid, legal, binding agreements, and are enforceable in accordance with their terms. The person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine. (c) The Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of this Lease only by Lessee and only to perform such function. Lessee intends to use the Equipment for the entire Term of this Lease and will take all necessary actions to include in its annual budget any funds required to fulfill its obligations for each fiscal year during such Term. (d) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment. (e) Unless Lessee has otherwise notified Lessor in writing, Lessee is exempt from all personal property taxes and from all sales and/or use taxes in connection with the Equipment and this Lease. (f) Lessee's obligations to pay Scheduled Rent and Rent under this Lease constitute a current expense and not a debt of Lessee under applicable state law. No provision of this Lease constitutes a pledge of the tax or general revenues of Lessee, and any provision which is so construed by a court of competent jurisdiction is void from the inception of this Lease. (g) All payments due under the Lease for the current Fiscal Year are within the fiscal budget for such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment. (h) The financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes delivered by Lessee to Lessor fairly present the activity and position of the Lessee as of the stated date(s) and period(s). Since the date of the most recently delivered certificate or summary, there has been no material change in the budget, and no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee.

5. LESSEE'S AGREEMENTS. (a) LESSEE AGREES THAT IT WILL KEEP THE EQUIPMENT FREE AND CLEAR FROM ALL CLAIMS, LIENS AND ENCUMBRANCES AND WILL NOT ASSIGN, SUBLET, OR GRANT A SECURITY INTEREST IN THE EQUIPMENT OR IN THIS LEASE. (b) Lessee agrees to notify Lessor immediately in writing of any change in Lessee's name or in the location of its chief administrative office. Lessor may inspect the Equipment during normal business hours. (c) Upon Lessor's reasonable request, Lessee will deliver to Lessor a summary or certificate (as Lessor shall require) reflecting the amount of taxes assessed and the amount of taxes collected by the Lessee, financial statements (if available), as well as Lessee's current approved budget (and any variances therefrom), and, if known, the budget of the Lessee approved for the upcoming Fiscal Period.

6. USE, OPERATION, RETURN OF EQUIPMENT. (a) Lessee agrees at its own expense to: (i) maintain the Equipment in a condition suitable for certification by the manufacturer (if certification is available) and in any event in good operating condition and in the same configuration as when accepted; (ii) use the Equipment solely for the discharge of its duties and obligations as a governing entity, in the manner for which it was intended and in compliance with manufacturer instructions and (iii) comply with all license and copyright requirements of any software (*"Software"*) used in connection with the Equipment. (b) At the end of the Term of this Lease (unless Lessee has acquired the Equipment pursuant to Section 14), or in the event of a Default or Non-Appropriation, Lessee agrees, at its own expense, (i) to pay for any repairs to place the Equipment in the same condition and configuration as when accepted by Lessee, reasonable wear and tear excepted; (ii) without unreasonable delay, to cause the Equipment to be deinstalled, inspected, tested and crated in accordance with manufacturer's requirements, if any; and (iii) to deliver the Equipment, freight prepaid, to a carrier selected by Lessor for shipment to a location selected by Lessor.

7. NON-APPROPRIATION. (a) A *"Non-Appropriation"* is defined as an occurrence in which, notwithstanding Lessee's best efforts and exhaustion of all available administrative appeals, Lessee is not allotted funds for any fiscal year and has no other funds legally available to be allocated to the payment of its obligations under this Lease, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease and from using any moneys to pay Scheduled Rent due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years. Lessee may, upon the occurrence of a Non-Appropriation, elect to terminate this Lease. Lessee's election to terminate must be exercised by its delivering prior written notice of its intent to terminate accompanied by a certified statement by an authorized official of Lessee to the effect that conditions permitting a Non-Appropriation have occurred. Termination will be effective upon expiration of the applicable fiscal year and payment of all Scheduled Rent, Rent and other sums then due. Lessee will use its best efforts to give Lessor sixty (60) days prior written notice of such Non-Appropriation and termination. If a Non-Appropriation occurs, Lessor shall have the immediate right to possession of the Equipment and Lessee shall comply immediately with the provisions of Section 6 (b) ("Return of Equipment"). At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. (b) If Lessee terminates this Lease pursuant to this Section 7, Lessee agrees that, unless the following would affect the validity of this Lease: (i) for a period of three hundred sixty (360) days after the effective date of such termination, it will not purchase, lease, rent, seek appropriations for, or otherwise obtain equipment serving the same or similar function as the Equipment; and (ii) its obligations under clause (i) will survive termination of this Lease. (c) Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any indemnity and other provisions (other than the obligation to lease the Equipment and pay Scheduled Rent) which survive the termination of the Lease.

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8. TITLE. Unless otherwise required by the law of the state where the Lessee is located, title to the Equipment shall pass to Lessee upon Lessee's acceptance of the Equipment pursuant to this Lease. To secure its obligations and liabilities to Lessor, Lessee grants Lessor a continuing first priority security interest in the Equipment and in its proceeds. Lessee will execute and deliver to Lessor such financing statements or other evidences of said security interest as Lessor may from time to time request to protect its lien and security interest. Upon the occurrence of either a Non-Appropriation or exercise of remedies by the Lessor pursuant to Section 13, title to the Equipment shall pass to Lessor and Lessee shall execute documents necessary to show such transfer.

9. TAXES. Unless Lessee first provides proof of exemption therefrom, Lessee will pay promptly as additional Rent all license and registration fees and all taxes (excluding taxes on Lessor's net income) together with penalties and interest (collectively *"Taxes"*) assessed against Lessor (including its assignee), Lessee, this Lease, the Equipment, the purchase (including purchase by Lessee) sale, ownership, delivery, leasing, possession, use, operation or return of the Equipment or its proceeds. Where permitted by applicable law, Lessee will report all Taxes. Lessee will reimburse Lessor on demand for any Taxes paid by Lessor.

10. LOSS OR DAMAGE. Lessee assumes the risk of any disappearance of or damage to any part of the Equipment from any cause whatsoever, and will repair such damage or disappearance unless the Equipment is, in Lessee's reasonable opinion, irreparably damaged or permanently unfit for use (*"Casualty"*). Within ten (10) days of learning of any condemnation or other circumstance which constitutes a Casualty, Lessee will (i) provide Lessor full details of the Casualty, and (ii) unless Lessor agrees in writing to a replacement of such Equipment, pay to Lessor, within thirty (30) days of the Casualty ("Casualty Value Payment Date"), an amount (*"Casualty Value"*) equal to the sum of (1) all Scheduled Rents, Rents and other sums which are then due under this Lease; plus (2) the present value of (A) all remaining Scheduled Rents for the affected item(s) of Equipment, and (B) the amount of the Purchase Option set forth in the Transaction Terms for the affected item(s) of Equipment, or if no Purchase Option is specified, the Fair Market Value of the affected item(s) of Equipment, each discounted at the rate of 4% per annum (or if such rate is not permitted by applicable law, then at the lowest permitted rate; together with interest on the sum of the foregoing amounts accruing to the date of payment at the Overdue Rate (Section 16). Fair Market Value" of the Equipment means its installed fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor. If Lessee disagrees with Lessor's estimate of fair market value, upon Lessee's request, Lessor will appoint an independent appraiser (reasonably acceptable to Lessee) to determine fair market value and that determination shall be final, binding and conclusive. Lessee shall bear all costs associated with any such appraisal. Scheduled Rent will continue to accrue until Lessor receives the Casualty Value and all other amounts then due (unless Lessor has agreed to a replacement of the Equipment) at which time this Lease will terminate. If Lessor has agreed to replacement of the Equipment, Lessee shall obtain replacement equipment satisfactory to Lessor and of comparable value, function, capacity and features, and shall provide satisfactory evidence of such replacement, in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease. Proceeds paid for the destroyed or lost Equipment from insurance maintained by Lessee (Section 11) may be applied to the payment of the sums due under this Section 10. If, however, replacement of Equipment has been permitted by Lessor, such insurance proceeds shall be applied to the cost of such replacement equipment, and Lessee shall bear the cost over and above such insurance proceeds.

11. INSURANCE. Lessee agrees, at its own expense and throughout the Term of this Lease, to keep the Equipment insured with companies acceptable to Lessor and to maintain prepaid primary coverage consisting of (i) actual cash value all risk insurance on the Equipment, naming Lessor or its assignee as loss payee, unless Lessor has agreed in writing that Lessee may self-insure for property damage to the Equipment, and (ii) single limit public liability and property damage insurance of not less than $500,000 per occurrence (or such other amount as Lessor or its assignee may require by notice to Lessee) naming Lessee as insured and Lessor or its assignee as additional insured. The insurance will provide for not less than thirty (30) days, notice to Lessor or its assignee of changes in or cancellation of the policy. Lessee will not make adjustments without Lessor's prior written consent.

12. REIMBURSEMENT. (a) To the ~~maximum~~ extent permitted by applicable law, Lessee agrees to compensate, defend and keep harmless Lessor, its assignee, and its agents, successors and assigns of each, for and against any and all losses, damages, penalties, claims and actions, including legal expenses (*"Losses"*), arising out of or in connection with (i) any breach by Lessee of its representations, warranties or obligations hereunder, or ~~-~~(ii) the selection, ~~manufacture,~~ purchase, ~~delivery, transportation, installation,~~ acceptance or rejection of Equipment, the ownership of Equipment during the term of this Lease, and the ~~delivery,~~ lease, possession, maintenance, use, condition, return or operation of Equipment, ~~or (iii) the condition of Equipment sold or disposed of after or as a result of use by Lessee~~; provided, however, that Lessee shall have no liability to Lessor under this Section for Losses directly attributable to a breach of warranty concerning the Equipment by, or the gross negligence or willful misconduct of Lessor. (b) Lessee represents for the benefit of Lessor, its assignee and the assignee's consolidated taxpayer group, if any (*"Taxpayer"*) that throughout the Term of this Lease: (i) Lessee is a state or a political subdivision thereof under Section 103 of the Internal Revenue Code of 1986, as amended and regulations thereunder (the *"Code"*), and (ii) this Lease is neither a "private activity bond" nor an "arbitrage bond" under the Code. Lessee agrees that: (i) it will not take or fail to take any action which could result in the interest income derived under this Lease being, in Taxpayer's reasonable opinion, includible in the Taxpayer's gross income on the federal income tax return of Taxpayer (*"Tax Loss"*); and (ii) it will promptly complete and submit to Taxpayer such informational reporting statements as may be required from time to time under the Code. If as a result of a breach of any representation, warranty or agreement contained in this Lease, a Tax Loss shall occur, then Lessee shall on the next succeeding Scheduled Rent payment date, pay Taxpayer as additional Rent such amount as shall fully compensate Taxpayer on an after-tax basis for the additional federal income taxes (including interest and penalties) incurred or expected to be incurred by virtue of the Tax Loss with respect to Scheduled Rents accrued up to such Scheduled Rent payment date. In addition, Scheduled Rent accruing after such Scheduled Rent payment date shall be adjusted on an after-tax basis to fully compensate the Taxpayer for the additional tax liability incurred or expected to be incurred by virtue of the Tax Loss. For purposes of determining a Tax Loss and the amount of Taxpayer's additional liability, it shall be assumed that the Taxpayer is not subject to any alternative minimum tax under the Code.

13. DEFAULT. (a) Lessor may declare this Lease in default (a *"Default"*) if (i) Lessor has not received Scheduled Rent or any other Rent or sums due hereunder within ten (10) days after its due date; or (ii) Lessee fails to fulfill its obligations under Section 11 (*"Insurance"*); or (iii) Lessee violates any other term of this Lease and fails to correct such violation within thirty (30) days after written notice from Lessor; or (iv) Lessee violates the terms of any license or agreement for Software; or (v) Lessee assigns its rights or property for the benefit of creditors; or (vi) Lessee's assets or property are attached or seized pursuant to an execution of judgment; or (vii) a petition is filed by Lessee under Title 11 of the United States Code or any successor or similar law; or (viii) Lessee is determined by Lessor to have made any material false or misleading statement or representation hereunder. (b) At any time after declaring a Default, Lessor has the right to enter any premises where the Equipment may be located, with or without legal process, and take possession of the Equipment. Immediately after Lessor declares a Default, Lessee will pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the sum of (i) all Scheduled Rents, Rents and other sums then due under this Lease; plus (ii) all Scheduled Rents due during the remaining Payment Periods in the Fiscal Year in which the Default is declared discounted to present value at the interest rate set forth in the Amortization Table; together with interest on such sum accruing to the date of payment at the Overdue Rate (Section 16). After a Default and at the request of Lessor, Lessee will return the Equipment as required by Section 6(b). Lessor will then dispose of the Equipment either by sale, or lease in a commercially reasonable manner consistent with the Uniform Commercial Code. Lessor may, without paying rent or providing insurance, use the location of the Equipment to store the Equipment or conduct any sale. The proceeds of the sale or lease, if any, will be applied in the following order of priority: (1) to all of Lessor's expenses incurred in taking, removing, holding, repairing and disposing of Equipment; then, (2) to Scheduled Rent and any other sums which are due Lessor under this Section 13(b); then, (3) to the Lessor an amount equal to the option price derived from the Amortization Table for the Scheduled Rent payment date immediately preceding the date of the Default. Any proceeds which remain will be distributed to Lessee. (c) Lessor's remedies for Default may be exercised instead of or in addition to each other or any other legal or equitable remedies. Lessor has the right to set-off any sums received from any source (including insurance proceeds) against Lessee's obligations under this Lease. Lessee waives its right to object to the place of sale or lease and to the place of any advertising. Lessor's waiver of any Default is not a waiver of its rights with respect to a different or later Default. Lessor may exercise any other remedy available at law or equity. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease.

14. OPTIONS AT END OF LEASE. Provided Lessee is not in default and Lessee has made all payments required to be made hereunder, upon the expiration of the final Payment Period set forth in the Amortization Table, Lessee shall have the option to purchase all (but not less than all) the Equipment for the Purchase Option price stated in the Transaction Terms, plus sales and other applicable taxes. If Lessee elects to purchase the Equipment, upon receipt of the Purchase Option price, Lessor will transfer all of its right, title and interest in the Equipment to Lessee on an AS-IS WHERE-IS BASIS without representation or warranty. Unless the Purchase Option price is $1.00, Lessee must give Lessor irrevocable written notice of its election to purchase the Equipment at least thirty (30) days before the expiration of the final Payment Period.

15. ASSIGNMENT. Lessor may assign its interest in this Lease, its rights to receive Scheduled Rent and other sums due hereunder, and its rights in the Equipment without the consent of Lessee. Any such assignment shall be effective upon receipt by Lessee of a duplicate of the assignment and notice thereof. Lessee agrees to keep a complete and accurate record of all assignments by Lessor in form necessary to comply with Section 149(a) of the Code and regulations issued thereunder.

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If requested, Lessee agrees to acknowledge, in writing, any assignment. LESSEE AGREES TO SUCH ASSIGNMENT, AND FURTHER AGREES THAT, BY SUCH ASSIGNMENT: (1) THE ASSIGNEE SHALL NOT BE CHARGEABLE WITH OR ASSUME ANY OF THE OBLIGATIONS OR LIABILITIES OF LESSOR OR THE CONTRACTOR UNDER ANY REQUEST FOR PROPOSAL OR SIMILAR DOCUMENT ISSUED BY LESSEE IN CONNECTION WITH THE EQUIPMENT, AND (2) THE ASSIGNEE SHALL HAVE ALL THE RIGHTS AND DISCRETIONS OF LESSOR UNDER THE LEASE, INCLUDING BUT NOT LIMITED TO THE RIGHT TO ISSUE OR RECEIVE ALL NOTICES OR REPORTS, TO GIVE ALL CONSENTS, TO RECEIVE TITLE TO THE EQUIPMENT AND TO EXERCISE ALL REMEDIES THEREUNDER, AND (3) LESSEE SHALL, IN ACCORDANCE WITH THE TERMS OF THIS LEASE, PAY ASSIGNEE ALL RENTS AND OTHER AMOUNTS DUE UNDER THIS LEASE AS AND WHEN DUE, WITHOUT DEDUCTION OR OFFSET, NOTWITHSTANDING ANY CLAIM LESSEE MAY HAVE AGAINST LESSOR, OR RELATIVE TO THE EQUIPMENT, OR ANY OTHER CLAIM OF LESSEE ARISING PRIOR TO THE ASSIGNMENT, AND (4) LESSEE WILL NOT ASSERT AGAINST THE ASSIGNEE ANY DEFENSE, CLAIM, COUNTERCLAIM, OR SET-OFF ON ACCOUNT OF BREACH OF WARRANTY, BREACH OF SERVICE AGREEMENT OR OTHERWISE IN ANY ACTION FOR RENT OR POSSESSION BROUGHT BY LESSOR'S ASSIGNEE, AND WILL SETTLE ALL WARRANTY, MECHANICAL, SERVICE, OR OTHER CLAIMS WITH RESPECT TO THE EQUIPMENT OR SOFTWARE DIRECTLY WITH THE LESSOR AND THAT ASSIGNEE SHALL NOT BE LIABLE FOR SUCH SERVICE OR OTHER CLAIMS.

16. MISCELLANEOUS. (a) The Interest (which is defined as any imputed interest, finance charge, or time price differential) assessed under this Lease is not intended to exceed the maximum amount of interest permitted to be charged or collected by applicable law. If Interest charged by Lessor exceeds such maximum, then the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded to Lessee. (b) Time is of the essence of this Lease. Lessor's failure at any time to require that Lessee strictly perform its obligations shall not prevent the Lessor from later requiring such performance. Lessee agrees, upon Lessor's request, to sign any document presented by Lessor from time to time to protect Lessor's or its assignee's rights in the Equipment. Lessee also agrees to pay Lessor's attorneys' fees and out-of-pocket expenses in protecting or enforcing its rights under this Lease. (c) All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the addressee at its address stated in this Lease, or at such other place as such addressee may have designated in writing. (d) This Lease constitutes the entire agreement of the parties with respect to the lease of the Equipment and supersedes and incorporates all prior oral or written agreements, representations, promises and statements. If a provision of this Lease is declared invalid under law, the affected provision will be considered omitted or modified to conform to applicable law. All other provisions will remain in full force and effect. (e) If Lessee fails to comply with any provision of this Lease, Lessor has the right, but is not obligated, to have the provisions brought into compliance, including but not limited to the acquisition of insurance. This right is in addition to Lessor's right to declare a Default. All expenses incurred by Lessor in bringing about such compliance will be considered additional Rent which is due to Lessor within five (5) days after the date Lessor sends to Lessee a written request for payment. (f) All sums payable under this Lease shall constitute *"Rent"* for purposes hereof. All overdue payments will bear interest at the Overdue Rate, which is the lower of eighteen percent (18%) per annum or the maximum rate allowed by law. Interest will accrue until payment in full is received. (g) All of Lessor's rights (including indemnity rights) under this Lease survive the Lease's expiration or termination, and are enforceable by Lessor, its successors and assigns. (h) Lessee hereby acknowledges and confirms that Lessee has not received any tax, financial, accounting or legal advice from Lessor or supplier or manufacturer of Equipment.

THIS LEASE IS A NET LEASE. EXCEPT AS PROVIDED IN SECTION 7 HEREOF, LESSEE IS UNCONDITIONALLY OBLIGATED TO PAY SCHEDULED RENT AND OTHER AMOUNTS DUE UNDER THIS LEASE REGARDLESS OF ANY DEFECT OR DAMAGE TO EQUIPMENT, OR LOSS OF POSSESSION, USE OR DESTRUCTION FROM ANY CAUSE WHATSOEVER. LESSEE'S OBLIGATIONS CONTINUE UNTIL SPECIFICALLY TERMINATED AS PROVIDED IN THIS LEASE. LESSEE IS NOT ENTITLED TO ANY ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE, OR SET-OFF AGAINST SCHEDULED RENT OR OTHER AMOUNTS DUE TO LESSOR WHETHER ARISING OUT OF THIS LEASE, OUT OF LESSOR'S NEGLIGENCE, FROM ANY THIRD PARTY, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, HOWEVER, LESSEE SHALL HAVE THE RIGHT TO INITIATE LEGAL ACTION TO ENFORCE LESSOR'S OBLIGATIONS UNDER THIS LEASE OR WITH RESPECT TO THE EQUIPMENT OR TO RECOVER DAMAGES FOR LESSOR'S NONPERFORMANCE.

DISCLAIMER: LESSEE AGREES THAT EXCEPT AS PROVIDED IN LESSOR'S PUBLISHED WARRANTIES WITH RESPECT TO THE EQUIPMENT: (1) LESSOR DOES NOT MAKE, AND HAS NOT MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF, OR AS THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE EQUIPMENT OR ANY RELATED SOFTWARE; (2) LESSOR DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF, THE EQUIPMENT OR SOFTWARE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SOFTWARE. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SOFTWARE OR USE THEREOF OR BY ANY EQUIPMENT OR SOFTWARE DEFECT, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS OR DAMAGE. EXCEPT AS PROVIDED IN LESSOR'S PUBLISHED WARRANTIES, LESSOR SHALL NOT HAVE ANY LIABILITY TO LESSEE OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE FOLLOWING: (1) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR CONSEQUENTIAL DAMAGES; OR (2) THE DELIVERY, SERVICING, MAINTENANCE, REPAIR, OR REPLACEMENT OF THE EQUIPMENT OR SOFTWARE.

THIS LEASE IS EFFECTIVE UPON SIGNING BY BOTH PARTIES AND MAY ONLY BE CHANGED BY WRITTEN AGREEMENT. LESSEE IRREVOCABLY AUTHORIZES LESSOR OR ITS ASSIGNEE TO PREPARE AND SIGN ON BEHALF OF LESSEE ANY INSTRUMENT NECESSARY OR EXPEDIENT FOR FILING, RECORDING OR PERFECTING THE INTEREST OF LESSOR OR ITS ASSIGNEE IN THE EQUIPMENT, THIS LEASE OR THE PROCEEDS OF BOTH.

LESSOR AND LESSEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS LEASE OR ANY RELATED DOCUMENTS.

Each signatory on behalf of the Lessee warrants that he and/or she has complete authority to sign this Lease on behalf of the Lessee and, by so signing, to bind the Lessee to this Lease.

Lessor:	**BERRY COMPANIES INC**	**Lessee:**	**GUNNISON, COUNTY OF**
By:		By:	X
Name:		Name:	X Matthew Birnie
Title:		Title:	X County Manager
Date:		Date:	X 6/7/18
		Federal Tax I.D.:	X 84 600 0770

Certificate of Acceptance 9967518-001

MUNICIPAL LEASE AGREEMENT Effective Date: _____, 20__

LESSOR/ASSIGNOR: NAME: **BERRY COMPANIES INC**
ADDRESS: **18562 PONY EXPRESS DR, PARKER, CO 80134**
CONTACT AND TELEPHONE:

ASSIGNEE: NAME: Wells Fargo Vendor Financial Services, LLC
ADDRESS: 5000 Riverside Drive, Suite 300 East, Irving, TX 75039-4314
CONTACT AND TELEPHONE:

LESSEE: LEGAL NAME: **GUNNISON, COUNTY OF**
TRADE NAME: **FACILITIES & GROUNDS**
ADDRESS: **200 E VIRGINIA AVE, GUNNISON, CO 81230**
CONTACT AND TELEPHONE:
LEGAL ENTITY (give type of political entity):
FISCAL YEAR OF LESSEE ENDS:

EQUIPMENT LOCATION: Street Address: 200 E VIRGINIA AVE
City, State Zip: GUNNISON, CO 81230

DESCRIPTION OF EQUIPMENT:

Manufacturer	Equipment Description (Type/Model/Serial/ID Numbers)	Number of Units
BOBCAT	5600 TOOLCAT SN: AHG815301	1
BOBCAT	SB200 66IN SNOW BLOWER SN: 712806869	1

As more fully described on Exhibit A attached hereto and made a part hereof

LESSEE, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO LESSOR AND ITS ASSIGNEE THAT:

(a) All the Equipment has been delivered and inspected by Lessee on the Lease Commencement Date specified below in accordance with the Municipal Lease Agreement having the Effective Date stated above between Lessor and Lessee (*"Lease"*).

(b) Lessee irrevocable accepts the Equipment for lease under the Lease as of the Lease Commencement Date.

(c) No Non-Appropriation or event which would allow the Lessor to declare a Default under Section 13 of the Lease has occurred, and all of the representations and warranties made in the Lease are true as of the Lease Commencement Date.

(d) Lessee agrees to the transfer of the Lease from the Lessor to the Assignee, and has indicated the occurrence of such transfer on its books so that the transfer is effective as to the Lessor, the Assignee, and the Lessee as of the Lease Commencement Date.

(e) Lessee agrees that it shall continue to look to Lessor for performance of all obligations of the contractor under any request for proposal or similar document issued by Lessee in connection with the Equipment.

(f) Lessee hereby expressly authorizes LESSOR or its ASSIGNEE to insert the Date of Acceptance/Lease Commencement Date in the space below upon the verbal instruction of Lessee.

Each signatory on behalf of the Lessee warrants that he and/or she has complete authority to sign this Certificate of Acceptance on behalf of the Lessee and, by so signing, to bind the Lessee to this Certificate of Acceptance.

Lessee: GUNNISON, COUNTY OF

By: X _____

Name: X Matthew Birnie

Title: X County Manager

Date of Acceptance/
Lease Commencement Date: _____

Assignment/Notice of Assignment/Acknowledgement 9967518-001

MUNICIPAL LEASE AGREEMENT Effective Date: _____, 20__

LESSOR/ASSIGNOR: NAME: **BERRY COMPANIES INC**
ADDRESS: **18562 PONY EXPRESS DR, PARKER, CO 80134**
CONTACT AND TELEPHONE:

ASSIGNEE: NAME: Wells Fargo Vendor Financial Services, LLC
ADDRESS: 5000 Riverside Drive, Suite 300 East, Irving, TX 75039-4314
CONTACT AND TELEPHONE:

LESSEE: LEGAL NAME: **GUNNISON, COUNTY OF**
TRADE NAME: **FACILITIES & GROUNDS**
ADDRESS: **200 E VIRGINIA AVE, GUNNISON, CO 81230**
CONTACT AND TELEPHONE:
LEGAL ENTITY (GIVE TYPE OF POLITICAL ENTITY):
FISCAL YEAR OF LESSEE ENDS:

ASSIGNMENT

FOR VALUE RECEIVED, Lessor (hereafter called **"Assignor"**) hereby sells, assigns, and transfers to Wells Fargo Vendor Financial Services, LLC, with administrative offices at 5000 Riverside Drive, Suite 300 East, Irving, TX 75039-4314, its successors and assigns (*"Assignee"*), and Assignee accepts such sale, assignment and transfer of all of Assignor's right, title and interest in and to the Municipal Lease Agreement having the Effective Date stated above by and between the Lessor and the Lessee (*"Lease"*), together with the Equipment described therein, excluding, however, Equipment representations or warranties made by Assignor, and any other obligations of Assignor, which representations, warranties, and obligations, whether arising before or after the effective date of this Assignment, are expressly not assigned or delegated. Assignor represents, warrants and agrees: that it has full power, authority and legal right to enter into and perform its obligations under the Lease and this Assignment, and to transfer all right, title and interest in and to the Lease, all sums due thereunder, and the Equipment; that the Lease, the Rents and Equipment are free and clear of all claims, liens, security interests, and encumbrances of any kind and character (except the rights of the Lessee); that the individuals signing this Assignment on Assignor's behalf have been duly authorized to do so; and that Assignor shall assume full responsibility for verifying that this Assignment is properly entered in the books of the Lessee. This Assignment is effective as of the Lease Commencement Date (as defined in the Lease) upon receipt by the Lessee of a duplicate of this Assignment and upon entry by the Lessee upon its books and records of the transfer of the Lease from Assignor to Assignee.

NOTICE OF ASSIGNMENT

TO THE LESSEE:
PURSUANT TO SECTION 15 OF THE LEASE, YOU ARE HEREBY NOTIFIED OF THE ASSIGNMENT OF THE LEASE FROM ASSIGNOR TO ASSIGNEE, AND ARE INSTRUCTED TO: (1) REFLECT THIS TRANSFER THROUGH YOUR BOOK ENTRY SYSTEM, AND (2) MAKE ALL PAYMENTS DUE UNDER THE LEASE TO THE ASSIGNEE AT THE ADDRESS STATED BELOW:

ASSIGNEE: NAME: WELLS FARGO VENDOR FINANCIAL SERVICES, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

ASSIGNOR:
BERRY COMPANIES INC

By: _____
(Signature & Title)

ASSIGNEE:
Wells Fargo Vendor Financial Services, LLC

By: _____
(Signature & Title)

ACKNOWLEDGEMENT

Received by Lessee on _____
Each signatory on behalf of the Lessee warrants that he and/or she has complete authority to sign this Acknowledgement on behalf of the Lessee and, by so signing, to bind the Lessee to this Acknowledgement.

LESSEE: GUNNISON, COUNTY OF

By: _____, County Manager
(Signature & Title)

Please return a signed copy of this Assignment/Notice of Assignment/Acknowledgement to the Assignee at the above address.

S Dominguez Gunnison County, CO 576916
07/11/2007 03:42 PM Pg: 1 of 1
447 R: $0.00 D: $

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2007-26

A RESOLUTION ADOPTING POLICY REGARDING AUTHORITY OF THE COUNTY MANAGER TO EXECUTE CONTRACTS

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado desires to adopt a written policy regarding the authority of the County Manager to execute contracts; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County Manager of Gunnison County, Colorado is authorized, without further action of the Board, to execute on behalf of the Board, any and all contracts with an aggregate direct financial payment, or receipt, by Gunnison County over the term of the contract of not more than one hundred thousand dollars ($100,000). Execution of any contract with an aggregate direct financial payment or receipt by Gunnison County over the term of the contract of more than one hundred thousand dollars ($100,000) shall require further formal action of the Board.

The County Manager shall provide to the Gunnison County Attorney for review and written approval each proposed contract, and if possible, notify the Board of County Commissioners before such contract is executed.

INTRODUCED by Commissioner Swenson, seconded by Commissioner Starr, and adopted this 10th day of July, 2007.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Hap Channell, Chairperson

By _____
Paula Swenson, Vice Chairperson

By _____
Jim Starr, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

Please Complete and Return with Signed Lease Agreement
Send a copy of this to your insurance provider

Lease Number: 9967518-001

Lessee Name: GUNNISON, COUNTY OF dba FACILITIES & GROUNDS

Address: 200 E VIRGINIA AVE

City, State, Zip: GUNNISON, CO 81230

PROPERTY INSURANCE CARRIER INFORMATION

Agency Name: _____

Agent: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

LIABILITY INSURANCE CARRIER INFORMATION

Agency Name: Arthur J. Gallagher Risk Management Services, Inc.

Agent: Anita Bruner

Address: 6300 South Syracuse way, Suite 700

City, State, Zip: Centennial, CO 80111

Telephone No.: 303-889-2574

IMPORTANT

Under the terms and conditions of your Lease Agreement, you are required to carry adequate insurance coverage on the leased equipment. Make sure that your agent understands that you are financing the equipment and that your policy conforms with the following:

1. Property or physical damage coverage for the actual cash value of the Equipment. Maximum Deductible: $10,000.00
2. General Liability Coverage: Amounts of $500,000 per occurrence/combined single limit unless stipulated otherwise. Maximum Deductible: $10,000.00
3. Additional Insured/Loss Payee Endorsement naming "Wells Fargo Vendor Financial Services, LLC and its successors and assigns". "Claims-Made Policies" are NOT acceptable.
4. Thirty (30) days' written notice of cancellation, non-renewal or amendment.
5. Equipment listed on, or schedule attached to, the evidence of insurance.

Insurance inquiries should be made to Customer Service at 1-800-533-9917. Please send an **ACORD FORM 27 (sample attached) or ACCORD FORM 28** evidencing adequate insurance coverage to:

Wells Fargo Vendor Financial Services, LLC
Attn: Contracts Department
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314
Fax: 800-786-0456

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
6300 South Syracuse Way, Suite 700
Centennial CO 80111

CONTACT NAME: Anita Bruner
PHONE (A/C, No, Ext): 303-889-2574 FAX (A/C, No): 303-889-2575
E-MAIL ADDRESS: anita_bruner@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Colorado Counties Casualty & Property Pool	
INSURER B: County Worker's Compensation Pool	
INSURER C: Pennsylvania Manufacturers Assoc Ins Co	12262
INSURER D: Arch Insurance Company	11150
INSURER E: Various (See Attached)	
INSURER F:	

INSURED
Gunnison County
200 E. Virginia
Gunnison, CO 81230

COVERAGES **CERTIFICATE NUMBER:** 74740480 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC X OTHER: Per Member			PER PARTICIPATION CERT	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$250,000 $ $ $250,000 $250,000 $250,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY / HIRED AUTOS ONLY / X SCHEDULED AUTOS / NON-OWNED AUTOS ONLY X Claims Made			PER PARTICIPATION CERT	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$250,000 $ $ $ $
C	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED X RETENTION $250,000			821800951483	1/1/2018	1/1/2019	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCX005783203	12/31/2017	12/31/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B A F	County Workers' Comp Pool Prop, Mob Eq, Auto PD, XS Excess Property	Y Y Y	Y Y Y	PER PARTICIPATION CERT PER PARTICIPATION CERT See Attached	12/31/2017 1/1/2018 1/1/2018	12/31/2018 1/1/2019 1/1/2019	$875,000 DEDUCTIBLE $500 Layered	 $ 150,000 See attachment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation SIR: $875,000
Carrier D: CWCP is a qualified Self Insured Pool and is reinsured by Carrier C
Evidence of Insurance in lieu of Surety bonds pursuant state of Colorado HB10-1062.

CERTIFICATE HOLDER

Gunnison County, Colorado
200 E. Virginia Ave.
Gunnison CO 81230
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TO BE COMPLETED AND RETURNED WITH SIGNED LEASE AGREEMENT

Lease Agreement Number: 9967518-001

Ship to:

Name: Gunnison County

Address: 200 E. Virginia Ave

City State, Zip: Gunnison, CO 81230

Attention: John Cattles

Bill to:

(If different than SHIP TO address)

Name: Gunnison County

Address: 200 E. Virginia Ave

City, State, Zip: Gunnison, CO 81230

Attention: Finance

Federal Tax ID#: 84 600 0770

Verification Information:

Contact Name and Phone Number: _____

Best time to Reach: _____

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East, Irving, TX 75039-4314

INVOICE

6/6/20186/1/2018	001	9967518-001
Date	**Invoice Number**	**Lease Number**

PAYMENT DUE UPON RECEIPT OF INVOICE

1- BOBCAT 5600 TOOLCAT SN: AHG815301

1-BOBCAT SB200 66IN SNOW BLOWER SN: 712806869

☐ See Exhibit "A"

INVOICE FOR ADVANCE PAYMENTS(S) DUE UNDER THE LEASE CONTRACT FOR THE ABOVE EQUIPMENT IN THE TOTAL AMOUNT OF $0.00

Advance Payment(s) $ 0.00

Document Fee $ 225.00

Tax at 0% $ 0.00

Your PO Number (if any):

PLEASE SEND ALL DOCUMENTS TO:

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

TO ENSURE PROPER CREDIT, SEND PAYMENT MADE PAYABLE TO WELLS FARGO VENDOR FINANCIAL SERVICES, LLC WITH INVOICE STUB ALONG WITH OTHER DOCUMENTS.

TOTAL DUE $ 225.00

INVOICE DATE: 6/6/20186/1/2018 LEASE SCHEDULE NUMBER: 9967518-001 TOTAL USE TAX: $ 0.00

MAINTENANCE: $ 0.00 Document Fee:$ 225.00 TOTAL PAYMENT: $ 225.00

TOTAL DUE $ 225.00

LESSEE BILLING ADDRESS:

GUNNISON, COUNTY OF dba FACILITIES & GROUNDS

200 E VIRGINIA AVE

GUNNISON, CO 81230

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ **Under Internal Revenue Code section 149(e)**

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name

2 Issuer's employer identification number (EIN)

3 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

4 City, town, or post office, state, and ZIP code

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations

Check one: a single issue ☐ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐

12 Vendor's or bank's name:

13 Vendor's or bank's employer identification number:

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(s) 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 name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

8038-GC Insturctions available at: http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

AE Public $Out
1.0T 1/2012
XXXXXXXXXX
Manual

Loan Amortization

GUNNISON, COUNTY OF

9967518-001

DATE	FUNDING	PAYMENT	INTEREST	PRINCIPAL	BALANCE
5/15/2018	$64,420.00				$64,420.00
6/15/2018		$2,684.17	$0.00	$2,684.17	$61,735.83
7/15/2018		$2,684.17	$0.00	$2,684.17	$59,051.66
8/15/2018		$2,684.17	$0.00	$2,684.17	$56,367.49
9/15/2018		$2,684.17	$0.00	$2,684.17	$53,683.32
10/15/2018		$2,684.17	$0.00	$2,684.17	$50,999.15
11/15/2018		$2,684.17	$0.00	$2,684.17	$48,314.98
12/15/2018		$2,684.17	$0.00	$2,684.17	$45,630.81
1/15/2019		$2,684.17	$0.00	$2,684.17	$42,946.64
2/15/2019		$2,684.17	$0.00	$2,684.17	$40,262.47
3/15/2019		$2,684.17	$0.00	$2,684.17	$37,578.30
4/15/2019		$2,684.17	$0.00	$2,684.17	$34,894.13
5/15/2019		$2,684.17	$0.00	$2,684.17	$32,209.96
6/15/2019		$2,684.17	$0.00	$2,684.17	$29,525.79
7/15/2019		$2,684.17	$0.00	$2,684.17	$26,841.62
8/15/2019		$2,684.17	$0.00	$2,684.17	$24,157.45
9/15/2019		$2,684.17	$0.00	$2,684.17	$21,473.28
10/15/2019		$2,684.17	$0.00	$2,684.17	$18,789.11
11/15/2019		$2,684.17	$0.00	$2,684.17	$16,104.94
12/15/2019		$2,684.17	$0.00	$2,684.17	$13,420.77
1/15/2020		$2,684.17	$0.00	$2,684.17	$10,736.60
2/15/2020		$2,684.17	$0.00	$2,684.17	$8,052.43
3/15/2020		$2,684.17	$0.00	$2,684.17	$5,368.26
4/15/2020		$2,684.17	$0.00	$2,684.17	$2,684.09
5/15/2020		$2,684.17	$0.00	$2,684.17	$0.00
	$64,420.00	$64,420.00	$0.00	$64,420.00	