

**PARK COUNTY BOARD OF COMMISSIONERS  
AGENDA  
TUESDAY, MARCH 3RD 2026  
1:00 PM CALL TO ORDER**

**Video**

**To join the meeting, click on the link below or copy and paste into your preferred web browser:**

**<https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09>**

**Audio**

**Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial-option below:**

**Dial by your location  
(669) 900-6833 US (Western US)  
(929) 205-6099 (Eastern US)**

**Meeting ID: 632 627 219  
Password: 04408**

**\*For the purpose of an accurate public record, you will need to identify yourself when you enter the meeting and when prompted\***

1:00 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CONSENT ITEMS:

.I. APPROVAL OF VOUCHERS

.II. APPROVAL OF MINUTES

Documents:

[Minutes 02182026 PM EDIT.pdf](#)

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY PUBLIC WORKS MOTOR-GRADER REBUILD - CAT WAGNER

Documents:

[Grader Rebuild Terms.pdf](#)

.II. APPROVE/ DENY PROPOSED ESTIMATE OF PHASE TWO OF ECHO VALLEY

ESTATES POND EVALUATION FOR THE COLORADO DEPARTMENT OF  
PUBLIC SAFETY RULES FOR FIRE SUPPRESSION PONDS

Documents:

[20251124\\_ParkCo\\_FirePond\\_Evaluation\\_Single\\_FINAL.pdf](#)

.III. APPROVE/DENY MUNICIPAL LEASE AND OPTION AGREEMENT 2026-00055  
WITH LEASING SPECIALIST, LLC FOR WATTS/SO

Documents:

[FINAL Municipal Lease Agreement 2026-00055 - Park County.pdf](#)

.IV. APPROVE/DENY REMOVAL OF UNSIGNED BOARD MEMBERS FROM  
COUNTY VOLUNTEER BOARDS

RESOLVE ADAM SHIRLEY ADMINISTRATIVE REMOVAL

ACKNOWLEDGEMENT OF COLORADO PARKS AND WILDLIFE IMPACT ASSISTANCE  
GRANT

Documents:

[2026 Colorado Parks AND Wildlife impact assistant grant.pdf](#)

DISCUSSION OF 2025 PROPERTY TAX BILLS, SPECIFICALLY THE SCHOOL FINANCE  
PORTION

PRESENTATION AND DISCUSSION OF RECOMMENDATION FOR ASSISTANT COUNTY  
MANAGER POSITION

EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)(B) FOR A DISCUSSION  
WITH LEGAL COUNSEL FOR LEGAL LITIGATION REVIEW AND LAND USE  
REGULATION

PUBLIC COMMENTS

ADMINISTRATIVE SESSION

GENERAL GUIDELINES REGARDING MAKING PUBLIC COMMENTS

Documents:

[General Guidelines for Public Speaking.pdf](#)

GUIDELINES FOR REMOTE ATTENDANCE

Documents:

[Guidelines for Remote Attendance.pdf](#)

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN  
ABOVE.

NOTE: Items May Be Added To These Agendas Up To 24 Hours Before The Scheduled Time.  
Items May Be Deleted Or Cancelled At Any Time. Please Check Website [www.parkcountyco.gov](http://www.parkcountyco.gov)  
for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of  
County Commissioners) Office At: [county.administration@parkcountyco.gov](mailto:county.administration@parkcountyco.gov) or call 719-836-4201.



**PARK COUNTY BOARD OF COMMISSIONERS  
MINUTES  
WEDNESDAY, FEBRUARY 18TH, 2026  
1:00 PM CALL TO ORDER**

The meeting was called to order by Chairperson Wissel. Commissioners Amy Mitchell, Commissioner Jason Gemmer, Lucas Meyer County Manager, Nate Osterberg Legal Analyst were present. John Evans was present via zoom.

PLEDGE OF ALLEGIANCE

Invocation and the Pledge of Allegiance was led by Commissioner Wissel.

AGENDA APPROVAL

Mitchell motioned to approve the agenda as written. Gemmer seconded, carried 3-0.

CONSENT ITEMS:

- .I. APPROVAL OF VOUCHERS
- .II. APPROVAL OF MINUTES

Mitchell motioned to approve consent items. Gemmer seconded, carried 3-0

Documents:

[BOCC minutes 02112026 AM Edit.pdf](#)

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

- .I. SET A PUBLIC HEARING DATE TO CONSIDER THE PROPOSED SERVICE PLAN FOR THE PLATTE CANYON HEALTH SERVICE DISTRICT

Lucas Meyer presented

Mitchell motioned to set a Special Meeting for a Public hearing on March 16<sup>th</sup>, 2026, to consider the proposed service plan for the Platte Canyon Health Service District. Gemmer seconded, carried 3-0.

PUBLIC HEARING(S)

- .I. MORATORIUM EXTENSION PROPOSAL

PUBLIC HEARING TO CONSIDER EXTENDING RESOLUTION 25-020, A RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON PROCESSING APPLICATIONS FOR DOMESTIC WATER AND WASTEWATER TREATMENT SYSTEMS AND MUNICIPAL OR INDUSTRIAL WATER PROJECTS LOCATED WHOLLY OR PARTIALLY WITHIN UNINCORPORATED PARK COUNTY, COLORADO. THE MORATORIUM CURRENTLY EXPIRES ON FEBRUARY 21, 2026, UNLESS EXTENDED BY RESOLUTION OF THE BOCC. THE BOCC WILL CONSIDER EXTENDING THE MORATORIUM UNTIL APRIL 30, 2026.

Torie Jarvis presented

No comments for or against

Mitchell motioned to close Public Comments. Gemmer seconded, carried 3-0.

Mitchell motioned to approve Resolution 2026-009 extending Resolution 25-020, a resolution imposing a temporary moratorium on processing applications for domestic water and wastewater treatment systems and municipal or industrial water projects located wholly or partially within unincorporated park county, Colorado. The moratorium currently expires on February 21, 2026, The BOCC will extend the moratorium until April 30, 2026. Gemmer seconded, carried 3-0.

Documents:

1. [20260210 Park Moratorium Extension BOCC Resolution.pdf](#)

## .II. PLANNING COMMISSION LAND USE CASE: MINOR SUBDIVISION - CASE A25-0110

A 10.32-ACRE PROPERTY IDENTIFIED AS PARCEL NUMBER 90981, THE MS-8270A JO DANDY MINING CLAIM IN T09 R78 S06 SE4 AND A 4.81-ACRE PROPERTY IDENTIFIED AS PARCEL NUMBER 90982, THE MS-8270B LONDON MINING CLAIM IN T09 R78 S06 SE4, ADDRESSED AT 6632 CO RD 12, ALMA. THE APPLICANT IS REQUESTING TO SUBDIVIDE MS-8270A AND MS-8270B INTO 3 PARCELS. THE APPLICANT WILL BE SELLING THE NEW MS8270B TRACT A (3.99-ACRES) TO NORTH LONDON MILL PRESERVATION INC. AND DONATING THE NEW MS8270B TRACT B (6.55-ACRES) TO THE US FOREST SERVICE. THEY WILL RETAIN OWNERSHIP OF THE NEW MS8270A TRACT A (4.59-ACRES). APPLICANT: MINEWATER FINANCE, LLC

Shelli Yarbrough presented

Kate McCoy spoke  
Jeff Crane spoke  
Jeff Voohies spoke

No comments for or against

Mitchell motioned to close Public Comments. Gemmer seconded, carried 3-0.

Mitchell motioned staff to draft a resolution approving the applicants request to subdivide MS-8270A and MS-8270B into 3 parcels. The applicant will be selling the new MS-8270b tract a (3.99-acres) to North London Mill preservation Inc. And donating the new MS-8270b tract B (6.55-acres) to the US Forest Service. They will retain ownership of the new ms8270a tract a (4.59-acres). Applicant: Minewater Finance, LLC. Gemmer seconded, carried 3-0.

Documents:

1. [A25-0110 Application Packet Redacted.pdf](#)

## .III. PLANNING COMMISSION LAND USE CASE: COMMON PLAT AMENDMENT - CASE A25-0112

PROPERTIES ARE PARCELS NUMBERS 2622, 3806, AND 2380, IDENTIFIED AS LOTS 41 THROUGH 43 IN THE JEFFERSON HEIGHTS SUBDIVISION. THE APPLICANTS ARE REQUESTING A COMMON PLAT AMENDMENT TO SPLIT PARCEL 3806 BETWEEN PARCELS 2622 & 2380. NEW LOT 41A

(PARCEL 2622) WILL GET 1.91 ACRES OF PARCEL 3806 AND NEW LOT 43 (PARCEL 2380) WILL GET 1.67-ACRES OF PARCEL 3806. APPLICANT: GARY & JOLENE NEFF AND EDWIN & TAMARA HEDLUND

Shelli Yarbrough presented

Jolene Neff spoke

No comment for or against

Mitchell motioned to close Public Comments. Gemmer seconded, carried 3-0.

Mitchell motioned staff to draft a resolution approving the applicants request a common plat amendment to split parcel 3806 between parcels 2622 & 2380. New lot 41a (parcel 2622) will get 1.91 acres of parcel 3806 and new lot 43 (parcel 2380) will get 1.67-acres of parcel 3806. Applicant: Gary & Jolene Neff and Edwin & Tamara Hedlund. Gemmer seconded, carried 3-0.

Documents:

1. [A25-0112 Application Packet Redacted.pdf](#)

#### .IV. PLANNING COMMISSION LAND USE CASE: CONDITIONAL USE PERMIT - CASE A25-0117

MINERAL SURVEY #19156 IN T12 R72 S09 SW4, ADDRESSED AS 32634 HIGHWAY 24, LAKE GEORGE 80827. THE 10.3-ACRE MINING CLAIM IS LOCATED APPROXIMATELY 0.75 MILES SOUTHWEST OF THE JUNCTION BETWEEN CO RD 31 AND HWY 24. ADDING A 20'X19' WALK-IN-CLOSET TO EXISTING SINGLE-FAMILY HOUSE. APPLICANT: CATHY IVANOV

Kay Wolf presented

Tim Randolph spoke

No comment for or against

Mitchell motioned to close Public Comments. Gemmer seconded, carried 3-0.

Mitchell motioned staff to draft a resolution approving the applicants request Adding a 20'x19' walk-in-closet to existing single-family house. Applicant: Cathy Ivanov. Gemmer seconded, carried 3-0.

Documents:

1. [A25-0117 BOCC-Packet Redacted.pdf](#)

#### .V. PLANNING COMMISSION LAND USE CASE: REZONING - CASE A25-0118

T07 R72 S1 SW4 A PARCEL IN SW4 SECTION 1- 7-72, NW4 SECTION 12-7-72, A PORT DESC R781265 DESC IN ADDENDUM R792480 (58.282 AC), ADDRESSED AS 14097 WANDCREST PARK DR, BAILEY. THE APPLICANT PREVIOUSLY APPLIED FOR AND WAS GRANTED A REZONING FROM RESIDENTIAL TO PUD BUT THAT WAS RESCINDED BY THE BOCC ON NOVEMBER 19, 2025. THE APPLICANT IS NOW APPLYING TO REZONE THE PROPERTY TO AGRICULTURAL TO RUN CATTLE (REVERTED FROM NO SPECIFIC USE BY EMAIL ON 1/20/2026). APPLICANT: ADAM SHIRLEY - ASKAG, LLC : APPLICANT

REQUESTED A CONTINUEANCE TO THE APRIL 21ST 2026 BOARD OF COUNTY COMMISSIONERS MEETING

Mitchell motioned to approve the continuance to the April 21<sup>st</sup>, 2026, BOCC meeting. Gemmer seconded, carried 3-0.

Documents:

1. [A25-0118 BOCC-Packet \(002\) Redacted - Packet.pdf](#)
2. [A25-0118 BOCC-Packet \(002\) Public record - redacted.pdf](#)

PUBLIC COMMENTS

Stan Bates  
Suzie Bates

Mitchell motioned to close Public Comments. Gemmer seconded, carried 3-0.

ADJOURN

Mitchell motioned to adjourn at 2:24pm. Gemmer seconded, carried 3-0.

GENERAL GUIDELINES REGARDING MAKING PUBLIC COMMENTS

Documents:

1. [General Guidelines for Public Speaking.pdf](#)

GUIDELINES FOR REMOTE ATTENDANCE

Documents:

1. [Guidelines for Remote Attendance.pdf](#)

ADMINISTRATIVE SESSION

None



## CREDIT DECISION - DEALER REPORT

Good Afternoon,

Thank you for the opportunity to review this deal for **PARK COUNTY, COLORADO**.

**After careful consideration, this request has been approved with the following conditions:**

1. Customer Rate = 0.00%
2. 36M Max Term
3. Governmental Lease
4. Bill of Sale/Invoice (provided by Dealer)
5. Pay Proceed with warranties (incl in doc pkg)
6. Board resolution and meeting minutes OR opinion of counsel
7. Complete Dealer Invoice provided prior to funding (provided by Dealer)
8. Lien Search with subordinations as required
9. Evidence of ownership traced back to Bonafide Cat Dealer

Thanks again for your continued partnership. If you or the customer have any questions regarding this deal, please let me know and I'll be happy to review with you.

*Sal Thakur*  
*Services Development Manager*  
*Caterpillar Financial Services*  
*Email: [sal.thakur@cat.com](mailto:sal.thakur@cat.com)*  
*Mobile: 505-379-101*

November 24, 2025

Mr. Dave Wissel, Commissioner  
Park County Government  
P.O. Box 1373  
Fairplay, CO 80440

**RE: Proposal for Echo Valley Estates Fire Suppression Pond Evaluation**

Dear Mr. Wissel,

W. W. Wheeler & Associates, Inc. (Wheeler) is pleased to submit this scope of work and fee estimate in response to your email correspondence dated July 22, 2025, regarding the Echo Valley Estates Pond evaluation. We understand that the County would like us to perform a desktop study and evaluate the Echo Valley Estates' Pond with respect to the Colorado Department of Public Safety Rules for Fire Suppression Ponds (8 CCR 1507-60).

We propose to develop a brief memorandum documenting our findings which would include:

- Evaluation of the pond's proximity to areas of fire risk and needed water supply.
- Estimation of Pond Surface Area.
  - Note that this estimate will be based on available aerial imagery and is subject to water levels at the time of survey. Future survey of the pond structure(s) may lead to minor refinements of this estimate.
- Evaluation of site access (vehicular and aerial)
- Evaluation of water rights (if any)
- Evaluation of historical aerial imagery

Pending the results of the desktop study, if requested by the County, Wheeler would propose performing a site visit, inspection, and topographic and bathymetric survey of the pond. This would allow us to complete the needs assessment required, and would include:

- Estimate of pond volume and surface area
- Topographic & Bathymetric Mapping
- Assessment of Current Conditions
- Assessment of Jurisdictional Dam Status
- Opinion of Cost
- A final needs assessment report which can be submitted for DWR review.

We estimate a budget for the desktop study of \$4,800. If needed, we estimate that the survey, inspection, and final evaluation would be an additional \$15,300. We note that actual costs may

Mr. Dave Wissel  
July 22, 2025  
Page 2

vary based on quotes received from qualified surveyors, and this budget can be updated pending County authorization of the second phase of work.

Wheeler can begin the proposed services as soon as we receive authorization to proceed. We anticipate the project can be completed within 4 weeks, dependent upon review response time, site accessibility, and availability of required information.

Acceptance of this proposal can be indicated by signing the attached Engineering Services Agreement. The terms of this proposal will be honored for a period of 90 days.

We look forward to assisting Park County with this critical fire suppression water supply project. If we have significantly overestimated or underestimated your anticipated scope of work, please let us know. Please feel free to contact us at 303-761-4130 with any questions about the services offered in this proposal.

Sincerely,

**W. W. Wheeler & Associates, Inc.**

A handwritten signature in cursive script that reads "John Cox".

John T. Cox, P.E.

Attachments: Billing Rates  
Engineering Services Agreement

CC: Steve Jamieson, P.E., W. W. Wheeler & Associates, Inc.



## STANDARD RATE SCHEDULE

### EFFECTIVE APRIL 1, 2025

<u>Classification</u>	<u>Rate Per Hour</u>
Chief Engineer.....	\$248.00
Senior Water Resources Engineer .....	\$231.00
Senior Geotechnical Engineer .....	\$231.00
Senior Project Engineer.....	\$213.00
Senior Engineer.....	\$197.00
Project Engineer .....	\$180.00
Associate Engineer.....	\$164.00
Staff Engineer.....	\$148.00
Assistant Engineer.....	\$133.00
Junior Engineer .....	\$119.00
CADD Technician .....	\$111.00
Administrative Assistant .....	\$98.00
Technician III.....	\$110.00
Technician II.....	\$85.00
Technician I .....	\$69.00

Our Lab Testing Rate Schedule is provided on the following page. In addition to the above Rate Schedule, the following expense items will be reimbursed to W. W. Wheeler & Associates, Inc. at cost or as indicated below:

- Fees by subconsultants, surveyors, laboratories, etc. will be billed at cost plus a 5% mark-up.
- Prints, photos, and reproductions by others will be billed at cost.
- Special supplies and equipment will be billed at cost.
- Out-of-town living expenses will be billed at cost or per-diem.
- In-house reproductions:
  - Black and White: \$0.15/page
  - Color Letter: \$0.50/page
  - Color Ledger: \$1.00/page
- Two-wheel-drive vehicle: \$0.70/mile
- Four-wheel-drive vehicle: \$0.85/mile



## **LAB TESTING RATE SCHEDULE**

### **EFFECTIVE APRIL 1, 2025**

<b><u>Classification</u></b>	<b><u>Rate Per Test</u></b>
Visual Classification (ASTM D2488).....	No Charge
Moisture (ASTM D2216).....	\$20.00
Moisture/Density (ASTM D2216).....	\$45.00
Gradation (ASTM D6913) : 1-1/2" minus.....	\$120.00
Large Gradation (ASTM D6913) : 3" minus.....	\$130.00
Hydrometer (ASTM 7928).....	\$200.00
Atterberg Limits (ASTM D4318).....	\$90.00
-200 Sieve (ASTM D1140).....	\$40.00
Specific Gravity (ASTM D854).....	\$90.00
Swell Consolidation (ASTM D4546).....	\$150.00
Remolded Swell-Consolidation (ASTM D4546).....	\$200.00
Standard Proctor (ASTM D698).....	\$175.00
Modified Proctor (ASTM D1157).....	\$190.00
Proctor Point Check (ASTM D698 or D1557).....	\$120.00
Electrical Resistivity (ASTM G57).....	\$150.00
pH (ASTM E70).....	\$50.00
Chloride Content (AASHTO T290, CP-L 2104).....	\$65.00
Pin-Hole Dispersion (ASTM D4647).....	\$300.00
Lab Preparation Rate (per hour)*.....	\$95.00

\* The Lab Preparation Rate will only be applied to specialized testing requiring additional lab preparation.

Note: Testing by outside lab: W. W. Wheeler & Associates, Inc.'s cost plus 10% markup.



**ENGINEERING SERVICES AGREEMENT**

THIS IS AN AGREEMENT made as of the      day of      in the year 2025, by and between Park County Government (hereinafter called OWNER) and W. W. Wheeler & Associates, Inc. (hereinafter called ENGINEER).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall perform the engineering services as set forth in Exhibit A, a letter proposal by ENGINEER dated July 22, 2025 (hereinafter referred to as the PROJECT).

ENGINEER shall perform professional services in accordance with generally accepted engineering practices in this area for the use of OWNER.

OWNER shall pay ENGINEER for services rendered in accordance with the rate schedule, Exhibit B, attached hereto. In the event the PROJECT extends beyond March 31, 2026, a revised schedule with reasonable fee adjustments shall be submitted to the OWNER, and OWNER agrees to pay for services rendered after that date in accordance with the revised schedule.

Daily time sheets will be kept in the office of the ENGINEER, showing the time each person engaged directly on the PROJECT devotes to the work. Records of reimbursable expenses will also be kept by the ENGINEER. These records of time and expenses will be available to audit by OWNER at any time during regular business hours.

ENGINEER shall prepare monthly statements of charges for services rendered and for reimbursable expenses incurred. Such statements shall be submitted to OWNER within fifteen (15) days of the end of each calendar month. Payments of amounts due shall be made by OWNER within thirty (30) days after receipt of each statement.

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER's bill therefore, the amounts due ENGINEER shall include a charge at a rate of 1.5% per month from said sixtieth day plus attorney's fees for collection and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due ENGINEER for services and expenses.

The work of the ENGINEER may be terminated and this Agreement canceled by the OWNER at any time upon giving ENGINEER ten (10) days prior written notice, in which event OWNER will reimburse ENGINEER for costs incurred or paid and a reasonable fee based thereon up to the effective termination date.

OWNER and ENGINEER have discussed their risks, rewards and benefits of the PROJECT and the ENGINEER's total fee for services. The risks have been allocated such that OWNER agrees that to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ENGINEER's total fee for this PROJECT. Such causes include but are not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. ENGINEER shall not be responsible for the acts or omissions of any other persons except ENGINEER'S own employees and agents performing any of the work on the PROJECT.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

**ENGINEER:**

Park County

W. W. Wheeler & Associates, Inc.

by \_\_\_\_\_

by 

Lucas Meyer, County Manager

Todd Street, Principal

# MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Leasing Specialists, LLC 8242 Cessna Drive Peyton, CO 80831 (719) 433-9978	<b>Send all documents to: Leasing Specialists, LLC</b> 8242 Cessna Drive Peyton, CO 80132 (719) 433-9978	Agreement No.: 2026-00055 Date: 02/05/2026
LESSEE: Park County, Colorado 856 Castello Ave, PO BOX 1373 Fairplay, CO 80440		VENDOR: See Exhibit A
NOTE: This is an Interest Income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are IRS reportable (such as Form 1099). (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G, and 8038-GC.)		
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted) 2026 Chevy Tahoe VIN#1GNS6LED6TR232419 2026 Chevy Tahoe VIN#1GNS6LED8TR231949 2026 Chevy Tahoe VIN#1GNS6LED9TR224346 2026 Chevy Tahoe VIN#1GNS6LED9TR229188 as more thoroughly described in Exhibit "A" to the Agreement		
Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed, and which refers to this Agreement.		
<b>Lessor assumes and shall have no responsibility for performance or maintenance of Equipment.</b> Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor of assignee has a security interest in Equipment and <u>must</u> be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.		
<b>Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.</b>		
Address	City	State      Zip
<b>EQUIPMENT COST – TERM – PAYMENTS</b>		
<b>LEASE TERM</b>	<b>4 Year Term (includes interest, see Section 5.02).</b>	
<b>PAYMENTS</b>	<b>\$105,955.00 due Annually as provided in the Payment Schedule. First payment due 10/01/2026</b>	
<b>TOTAL AMOUNT FINANCED</b>	<b>\$382,976.12</b>	
<b>PURCHASE OPTION AMOUNT</b>	<b>Purchase Option is \$1.00 after timely making all payments.</b>	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.

## TERMS AND CONDITIONS

Lessor hereby leases the equipment to Lessee for the following purposes and upon the following terms and conditions:

**ARTICLE I: COVENANTS OF LESSEE.** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor certifying that all requirements of state law or municipal code or ordinance have been complied with.
- C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- D. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- E. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- F. This Agreement, and all of its Amendments and Addendums, including the Detailed Equipment Description, supersedes and replaces any and all representations or warranties made by Lessor or Vendor prior to execution of the Agreement.
- G. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- H. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.
- I. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become \*arbitrage bonds\* within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
- J. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "issuance Year") is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
- K. Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
- L. Lessee represents and warrants that it will at no time during the Lease Term or thereafter exercise or attempt to exercise the power of eminent domain with respect to the Equipment. The Lessee's rights to acquire title to the Equipment free of the obligations of this Agreement are defined solely in this Agreement.

## **ARTICLE II: DEFINITIONS.**

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Municipal Lease and Option Agreement.

“**Lease Term**” means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Term as will equal the Lease Term set forth on the face of this Agreement.

“**Lessor**” means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

“**Buy-out After Payment Amount**” means the amount of the payments for the balance of the entire Lease Term (assuming no early termination for non-appropriation or other cause) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations having a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

“**Renewal Term(s)**” means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee’s fiscal year except that last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

“**Vendor**” means the Vendor identified on page 1 of this Agreement and the manufacturers of any of the Equipment as well as the agents or dealers of the manufacturers from whom Lessor purchased or is purchasing the Equipment.

## **ARTICLE III: COMMENCEMENT OF LEASE TERM.**

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance (“Commencement Date”) and shall terminate the last day of Lessee’s current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee exercises an Early Option to Purchase under Article X or Section 5.05 applies. If Lessee fails to accept the Equipment conforming to Lessee’s purchase order within a reasonable time after its delivery (not to exceed ten (10) days,) then at the option of Lessor, the obligations of Lessor to provide Equipment to Lessee hereunder may be cancelled. And the Parties shall have no further obligations under this Agreement except that the Lessee shall return the Equipment in accordance with Section 13.10

## **ARTICLE IV: INSPECTION.**

Lessor and any assignee of Lessor’s right under this Agreement shall have the right at all reasonable times and upon reasonable notice during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

## **ARTICLE V: LEASE PURCHASE PAYMENTS.**

**Section 5.01 Lease Purchase Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lease and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 5.02 Payment of Lease Purchase Payments.** Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

**Section 5.03 Lease Purchase Payments to be Unconditional.** Subject to Section 5.05, the obligation of Lessee to make payments of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be “net” of personal property and sales taxes and insurance. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

**Section 5.04 Continuation of Lease Term by Lessee. Subject to Section 5.05** Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawful within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget an appropriate funds or to renew the Agreement through any Renewal Terms is within the sound discretion of the governing body of the Lessee.

**Section 5.05 Non-appropriation.** In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver to Lessee notice of non-appropriation, rejection of reviews, and rejection of appeals within five (5) business days after each such event. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee’s cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.

**Section 5.06 Late Payment Charge-** If any Lease Purchase Payment is not made when due or within 10 days after its due date, Lessee shall pay an additional late payment charge of 5% Of the amount of the late payment.

## **ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.**

**Section 6.01 Title to the Equipment.** During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor’s request, surrender possession of the Equipment to Lessor.

**Section 6.02 Security Interest.** To secure the payment of all Lessee’s obligations under this Agreement, Lessee grants Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds there from. Lessee agrees to execute and authorize Lessor to execute and file on Lessee’s behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

## **ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.**

**Section 7.01 Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

**Section 7.02 Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149 and 6041 on the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265(b)(3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

**Section 7.03 Insurance.** At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insured's, and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

#### **ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.**

**Section 8.01 Damage, Destruction and Condemnation.** Lessee is responsible for any theft of destruction of, or damage to, the Equipment, whether insured or not ("Loss"). The proceeds of any insurance claim applicable to the Equipment, after deducting all expenses (including attorney fees) incurred in the collection of such claim or reward ("Net Proceeds"), shall be applied as set forth in Section 8.02.

**Section 8.02 Application of Net Proceeds.** In the event of a loss to the Equipment which is not deemed to be a total loss, Lessee shall cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and shall apply the net proceeds of any insurance claims on the Equipment to such cost, provided, however, that if Lessee is then in default on the payments due under this Agreement, the net proceeds shall be applied as if total destruction or damage has occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to extent of any deficiency.

#### **ARTICLE IX: DISCLAIMER OR WARRANTIES; VENDOR'S WARRANTIES; USE**

**Section 9.01 Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor and/or manufacturer of the Equipment. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

**Section 9.03 Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving an item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

#### **ARTICLE X: EARLY OPTION TO PURCHASE.**

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

#### **ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.**

**Section 11.01 Assignment by Lessor.** This Agreement, and the rights to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest

in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

**Section 11.02 No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

## **ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.**

**Section 12.01 Events of Default Defined.** The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws of filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

**Section 12.02 Remedies on Default.** Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount;
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and
- F. The proceeds of such sale, lease or sublease or the Equipment pursuant to Section 12.02(B) shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneer's and attorney's fees 2) the applicable Buy-Out After Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this Section F.

**Section 12.03 No Remedy Exclusive.** 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 Agreement or 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 power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE XIII: MISCELLANEOUS.**

**Section 13.01 Notices.** All notices, certifications or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties, or their permitted assignees, at their respective addresses.

**Section 13.02 Binding Effect.** Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.03 Severability; Interest Limitations.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

**Section 13.04 Advances.** In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

**Section 13.05 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's signature shall constitute the sole chattel paper original of this Agreement.

**Section 13.06 Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park County, Colorado.

**Section 13.07 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.08 Entire Agreement.** This Agreement, together with any Amendments or Addendums and including (i) the Detailed Equipment Description annexed hereto, (ii) the Acceptance Certificate executed by Lessee, (iii) the Payment Schedule annexed hereto, (iv) the Incumbency Certificate of Lessee, (v) any documents evidencing Lessor's security interest under the Uniform Commercial Code, and (vi) the Opinion of Lessee's legal Counsel, constitute the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

**Section 13.09 Finance Lease.** The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such lease property) in

connection with this Agreement. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) revoke acceptance of the Equipment; (b) recover damages for any breach of warranty; and (c) make deductions or set-offs, for any reason, from amounts due Lessor or its assigns under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

**Section 13.10 Return of Equipment.** Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

**Section 13.11 Modification.** This Agreement may only be modified upon written agreement signed by both parties.

**Section 13.12 (Acting Authority).** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Board of County Commissioners of the County of Park and the Contractor and bind their respective entities.

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### INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: \_\_\_\_\_  
(Insert name, address, and telephone number)

to issue to you:

- a. All risk physical damage insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and
  - b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

#### CUSTOMER ACCEPTANCE:

**Date:** \_\_\_\_\_ **By:** \_\_\_\_\_ (Authorized Official)  
Lucas Meyer (County Manager)

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### ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentleman:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: \_\_\_\_\_.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is for at least six years. Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: \_\_\_\_\_.

#### CUSTOMER ACCEPTANCE:

**Date:** \_\_\_\_\_ **By:** \_\_\_\_\_ (Authorized Official)  
Lucas Meyer (County Manager)

Municipal Lease/Finance Program  
**Municipal Certificate**

Municipal Lease Agreement: 2026-00055  
Lessor: Leasing Specialists, LLC

Lessee: Park County  
856 Castello Ave, PO BOX 1373  
Fairplay, CO 80440

Dated: 02/05/2026

I, the undersigned, the duly appointed, qualifying and acting Authorized Signer of the  
aforementioned Lessee, do hereby certify:

1. Lessee did at a regular or special meeting of the governing body of the Lessee held on \_\_\_\_\_, **2026** by motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Municipal Rental Lease Agreement (the "Agreement").
2. A true, correct and complete copy of the minutes of the governing body is attached hereto.
3. The below-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.
5. All insurance required by the Agreement is currently maintained by the Lessee.
6. Lessee has in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

**Printed Name:** \_\_\_\_\_  
Lucas Meyer (County Manager)

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Municipal Lease/Finance Program

# Payment Schedule

Lease Number: 2026-00055

Lessee: Park County

856 Castello Ave, Fairplay, Co 80440

Vendor: See Exhibit A

Equipment: 2026 Chevy Tahoe VIN#1GNS6LED6TR232419  
2026 Chevy Tahoe VIN#1GNS6LED8TR231949  
2026 Chevy Tahoe VIN#1GNS6LED9TR224346  
2026 Chevy Tahoe VIN#1GNS6LED9TR229188  
With Upfit Equipment

	Date	Payment	Interest	Principal	Balance
Loan	02/25/2026				\$382,976.12
1	10/01/2026	105,955.00	11,573.14	94,381.86	288,594.26
2	10/01/2027	105,955.00	14,401.68	91,553.32	197,040.94
3	10/01/2028	105,955.00	9,832.91	96,122.09	100,918.85
4	10/01/2029	105,955.00	5,036.15	100,918.85	0.00

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

**Lucas Meyer**

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

Signature: \_\_\_\_\_

All payments due under the Agreement, beginning with the first payment, should be made to the Assignee at the following address, as more thoroughly described in the Notice of Assignment within the Agreement.

Farmers State Bank  
1500 8<sup>th</sup> Street,  
Calhan, Co 80808

# Notice of Assignment

Lease Number: 2026-00055  
Lessee: Park County  
856 Castello Ave, Fairplay, Co 80440

Dear Park County,

**Re: Tax-Exempt Lease Purchase Agreement dated 02/05/2026 between Leasing Specialists, LLC. And Park County Government.**

Please be advised that Leasing Specialists, LLC. has assigned all of his rights, title and interest in, to and under the above-referenced agreement, the equipment purchased thereunder, and the right to receive payments to Farmers State Bank, 1500 8<sup>th</sup> Street, Calhan, Co 80808.

All payments due under the Agreement, beginning with the **first** payment, should be made to the Assignee at the following address:

Farmers State Bank, 1500 8<sup>th</sup> Street, Calhan, Co 80808

Please acknowledge the Assignment and your agreement to make payments due under the Agreement the Assignee by the signature of a duly authorized officer in the space provided on the bottom of this letter and return it to Leasing Specialists, LLC.

Sincerely,

---

John Watts, Owner  
Leasing Specialists

Acknowledged

Signature:  
**Lucas Meyer (County Manager)**

Municipal Lease/Finance Program  
Exhibit A  
Description of Equipment

Lease Number: 2026-00055

Lessee: Park County

Equipment: 2026 Chevy Tahoe VIN#1GNS6LED6TR232419  
2026 Chevy Tahoe VIN#1GNS6LED8TR231949  
2026 Chevy Tahoe VIN#1GNS6LED9TR224346  
2026 Chevy Tahoe VIN#1GNS6LED9TR229188  
With Upfit Equipment

Vendor: John Elway Chevrolet

5200 South Broadway, Englewood, CO 80113

Equipment: 2026 Chevy Tahoe VIN#1GNS6LED6TR232419  
2026 Chevy Tahoe VIN#1GNS6LED8TR231949  
2026 Chevy Tahoe VIN#1GNS6LED9TR224346  
2026 Chevy Tahoe VIN#1GNS6LED9TR229188

Total Allocated Funds: \$220,648.00

Vendor: Watts Upfitting

8242 Cessna Drive, Peyton, CO 80831

Equipment: Upfit Services and Emergency Vehicle Equipment

Total funds allocated: \$149,193.00

Vendor: Communication Solutions Motorola Radio/Programming

6955 West Colfax, Lakewood, CO 80214

Equipment: Radios and Programming

Total Allocated Funds: \$13,135.12

Total: \$382,976.12

Lessee: Park County

Signature: \_\_\_\_\_

**Lucas Meyer (County Manager)**

Date: \_\_\_\_\_

Lessor: Leasing Specialists, LLC  
John Watts, Owner

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COVER PAGE**

**Colorado Parks and Wildlife  
Impact Assistance Grant Application  
Authorized by C.R.S. §30-25-301 & 302, As Amended**



County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year \_\_\_\_\_ 2025 \_\_\_\_\_

Date 2/18/2026

	<u>Acres</u>	<u>Amount Requested</u>
State Parks	1036	\$1,371.27
State Wildlife Areas	26357	\$70,068.56
<b>TOTALS</b>	<b>27393</b>	<b>\$71,439.83</b>

County Commissioner:  
*David B. Wissel*  
Signature

David B. Wissel  
Printed Name

Name & email address of person responsible for completing application  
Monica Jones                      monica.jones@parkcountyco.gov

# Impact Assistance Grant Application Form - PARKS

County \_\_\_\_\_ Park \_\_\_\_\_ Tax Year 2025

PARKS Parcel(s)/Schedule#(s) 45090; 18294

Tax Area 5

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Irrigated Meadow	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Dry Farm	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Grazing	60	45090	\$19.92	\$1,195.20
	40	45090	\$7.83	\$313.20
	220	45090	\$3.80	\$836.00
	27	18294	\$7.83	\$211.41
Forest Ag	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Waste	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
<b>Total Acres</b>	<b>347</b>		Combined Total	<b>\$2,555.81</b>

Total Mill Levy for this Taxing Area 60.17900000

**Total PARKS Amount Requested  
for this Taxing Area \$153.81**

# Impact Assistance Grant Application Form - PARKS

County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year 2025

PARKS Parcel(s)/Schedule#(s) 45091; 20668

Tax Area 8

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated	30	45091	\$208.88	\$6,266.40
				\$0.00
				\$0.00
				\$0.00
Irrigated Meadow				\$0.00
				\$0.00
				\$0.00
				\$0.00
Dry Farm				\$0.00
				\$0.00
				\$0.00
				\$0.00
Grazing	66	45091	\$7.83	\$516.78
	70	45091	\$3.80	\$266.00
	353	20668	\$7.83	\$2,763.99
				\$0.00
Forest Ag				\$0.00
				\$0.00
				\$0.00
				\$0.00
Waste	10	45091	\$1.79	\$17.90
				\$0.00
				\$0.00
				\$0.00
<b>Total Acres</b>	<b>529</b>		<b>Combined Total</b>	<b>\$9,831.07</b>

Total Mill Levy for this Taxing Area 58.39100000

**Total PARKS Amount Requested for this Taxing Area \$574.05**

# Impact Assistance Grant Application Form - PARKS

County \_\_\_\_\_ Park \_\_\_\_\_ Tax Year 2025

PARKS Parcel(s)/Schedule#(s) 22792

\_\_\_\_\_

\_\_\_\_\_

Tax Area 14

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated	50	22792	\$208.88	\$10,444.00
				\$0.00
				\$0.00
				\$0.00
Irrigated Meadow				\$0.00
				\$0.00
				\$0.00
				\$0.00
Dry Farm				\$0.00
				\$0.00
				\$0.00
				\$0.00
Grazing	110	22792	\$7.83	\$861.30
				\$0.00
				\$0.00
				\$0.00
Forest Ag				\$0.00
				\$0.00
				\$0.00
				\$0.00
Waste				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Acres</b>	<b>160</b>		Combined Total	<b>\$11,305.30</b>

Total Mill Levy for this Taxing Area 56.91200000

**Total PARKS Amount Requested  
for this Taxing Area \$643.41**

# Impact Assistance Grant Application Form - WILDLIFE

County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year 2025

WILDLIFE Parcel(s)/Schedule#(s) 21015; 21280; 45408; 42450  
R0030995; R0001660

Tax Area 3

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				\$0.00
				\$0.00
				\$0.00
Irrigated Meadow	90	21015	\$208.88	\$18,799.20
	90	21280	\$208.88	\$18,799.20
	1035	42450	\$208.88	\$216,190.80
	20	30995	\$208.88	\$4,177.60
	40	R0001660	\$208.88	\$8,355.20
Dry Farm				\$0.00
				\$0.00
				\$0.00
Grazing	114	21015	\$7.83	\$892.62
	74	21280	\$7.83	\$579.42
	8279	45408	\$7.83	\$64,824.57
	1000	45408	\$3.80	\$3,800.00
	60	42450	\$19.92	\$1,195.20
	22	30995	\$19.92	\$438.24
	80	R0001660	\$19.92	\$1,593.60
Forest Ag				\$0.00
				\$0.00
				\$0.00
Waste	175	21015	\$1.79	\$313.25
				\$0.00
				\$0.00
<b>Total Acres</b>	<b>11079</b>		<b>Combined Total</b>	<b>\$339,958.90</b>

Total Mill Levy for this Taxing Area 59.49400000

**Total WILDLIFE Amount Requested for this Taxing Area \$20,225.51**

# Impact Assistance Grant Application Form - WILDLIFE

County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year 2025

WILDLIFE Parcel(s)/Schedule#(s) R0046008

Tax Area 5

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				\$0.00
				\$0.00
				\$0.00
				\$0.00
Irrigated Meadow				\$0.00
				\$0.00
				\$0.00
				\$0.00
Dry Farm				\$0.00
				\$0.00
				\$0.00
				\$0.00
Grazing	160	R0046008	\$3.80	\$608.00
				\$0.00
				\$0.00
				\$0.00
Forest Ag				\$0.00
				\$0.00
				\$0.00
				\$0.00
Waste				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Acres</b>	<b>160</b>		<b>Combined Total</b>	<b>\$608.00</b>

Total Mill Levy for this Taxing Area 60.17900000

**Total WILDLIFE Amount Requested for this Taxing Area \$36.59**

# Impact Assistance Grant Application Form - WILDLIFE

County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year \_\_\_\_\_ 2025 \_\_\_\_\_

WILDLIFE Parcel(s)/Schedule#(s) R0043461, R0043460, R0043459  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 5

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Irrigated Meadow	358	43461	\$208.88	\$74,779.04
	600	43460	\$208.88	\$125,328.00
	100	43459	\$208.88	\$20,888.00
	_____	_____	_____	\$0.00
Dry Farm	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Grazing	100	43461	\$27.98	\$2,798.00
	200	43460	\$27.98	\$5,596.00
	460	43459	\$19.92	\$9,163.20
	_____	_____	_____	\$0.00
Forest Ag	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
Waste	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
	_____	_____	_____	\$0.00
<b>Total Acres</b>	<b>1818</b>		<b>Combined Total</b>	<b>\$238,552.24</b>

Total Mill Levy for this Taxing Area 59.49400000

**Total WILDLIFE Amount Requested for this Taxing Area \$14,192.43**

# Impact Assistance Grant Application Form - WILDLIFE

County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year \_\_\_\_\_ 2025 \_\_\_\_\_

WILDLIFE Parcel(s)/Schedule#(s) 35363; 14726; 45670; 45671; 10411; 35321; 16268  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 14

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				\$0.00
				\$0.00
Irrigated Meadow	254	35363	\$208.88	\$53,055.52
	555	35363	\$158.51	\$87,973.05
	800	14726	\$208.88	\$167,104.00
	350	10411	\$208.88	\$73,108.00
	365	10411	\$158.51	\$57,856.15
	240	35321	\$208.88	\$50,131.20
	120	16268	\$208.88	\$25,065.60
Dry Farm				\$0.00
				\$0.00
				\$0.00
Grazing	398	35363	\$7.83	\$3,116.34
	876	14726	\$7.83	\$6,859.08
	4756	45670	\$7.83	\$37,239.48
	1000	45670	\$3.80	\$3,800.00
	2444	45671	\$7.83	\$19,136.52
	100	45671	\$3.80	\$380.00
	300	35321	\$7.83	\$2,349.00
	462	16268	\$7.83	\$3,617.46
Forest Ag				\$0.00
Waste				\$0.00
				\$0.00
				\$0.00
<b>Total Acres</b>	<b>13020</b>		<b>Combined Total</b>	<b>\$590,791.40</b>

Total Mill Levy for this Taxing Area 56.91200000

**Total WILDLIFE Amount Requested for this Taxing Area** **\$33,623.12**

# Impact Assistance Grant Application Form - WILDLIFE

County \_\_\_\_\_ Park \_\_\_\_\_

Tax Year \_\_\_\_\_ 2025 \_\_\_\_\_

PARKS Parcel(s)/Schedule#(s) 45805; 36941  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 15

Ag Type	Acres	Parcel #	Assessed Value Per Acre	Total Assessed Value
Irrigated				\$0.00
				\$0.00
				\$0.00
				\$0.00
Irrigated Meadow	140	36941	\$208.88	\$29,243.20
				\$0.00
				\$0.00
				\$0.00
Dry Farm				\$0.00
				\$0.00
				\$0.00
				\$0.00
Grazing	30	45805	\$19.92	\$597.60
	10	45805	\$3.80	\$38.00
	100	36941	\$3.80	\$380.00
				\$0.00
Forest Ag				\$0.00
				\$0.00
				\$0.00
				\$0.00
Waste				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Acres</b>	<b>280</b>		<b>Combined Total</b>	<b>\$30,258.80</b>

Total Mill Levy for this Taxing Area 65.79600000

**Total PARKS Amount Requested for this Taxing Area \$1,990.91**

# General Guidelines for Public Comment

## During

### Board of County Commissioners Meetings and Public Hearings

#### Approved by Resolution No. 24-003

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1. **County Commissioner Meetings and Public Hearings:** Members of the public are welcome to address the Commissioners during the designated public comment portion of the Board of County Commissioner meeting and during the designated public comment portion of any public hearing. Each speaker is allotted 3 minutes to present their views.
2. **Work Sessions:** Work sessions provide the Commissioners an opportunity to discuss County business in a public forum as required. Public comment is not a guaranteed part of the Work Session. Comments will be allowed at the discretion of the Board at the end of the Work Session if time allows.
3. **Addressing the Commissioners:** When it's your turn to speak, approach the podium, sign-in on the sheet, speak into the microphone and clearly state your name for the record. Please continue to speak into the microphone so your comments can be properly recorded.
4. **Time Limit:** In fairness to all, each speaker is limited to 3 minutes. A timekeeper will give you a warning when you have 30 seconds left, allowing you to conclude your remarks.
5. **Relevance:** During public hearings, keep your comments focused on the topic at hand, or case under consideration.
6. **Respect:** Maintain a respectful tone and demeanor when speaking. Comments will become part of the public record. As a result and in the spirit of civil discourse, please avoid personal attacks and profanity. Disruptive behavior is not permitted.
7. **Questions:** If you pose a question during your comment, please do not expect an immediate answer. The Commissioners will note the question and may address it during their deliberations or request that the staff provide a response.
8. **Group Representation:** If you are representing a group, you may request additional time to speak. However, this is at the discretion of the Chair and typically only granted if the group has consolidated their comments to avoid repetition.
9. **Written Comments:** Written comments are also accepted and will be included in the public record. Please submit these to the Commissioners' administrative assistant no later than the Friday before a scheduled public hearing or meeting. Comments can be sent via email ([pcadmin@parkco.us](mailto:pcadmin@parkco.us)) or mailed to the Board of County Commissioners' office (PO Box 1373, Fairplay, CO 80440).
10. **Concluding:** After your time has expired, conclude your comments promptly to allow the next speaker to begin.

# **Guidelines Regarding Remote Attendance for Park County Board of County Commissioner Meetings and Public Hearings**

**Approved by Resolution No. 24-004**

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## **Remote Attendance**

The Park County Board of County Commissioners are pleased to offer remote attendance options for our upcoming Board of County Commissioner meetings and public hearings held during such meetings through video conferencing technology. However, please note that remote attendance is offered as a courtesy and is not guaranteed. Technical issues, including but not limited to internet connectivity, audio and video disruption, or platform instability, may arise that are beyond the control of the Board.

## **Public Testimony and Record**

For those who wish to make sure their testimony is included in the official public record, we strongly recommend either attending the meeting or hearing in person or submitting your comments in writing. Remote participation does not guarantee that your comments will be successfully received or included in the public record due to the aforementioned potential for technical difficulties.

## **Submission of Written Comments**

Written comments must be submitted to the Board of County Commissioners' administrative assistant no later than the Friday prior to the meeting or hearing to be included in the official record. Comments can be sent via email ([pcadmin@parkco.us](mailto:pcadmin@parkco.us)) or mailed to the Board of County Commissioners' office (PO Box 1373, Fairplay, CO 80440 ). Please refer to the Board of County Commissioners' Guidelines for Public Speaking for guidance in preparing your comments.

## **In-person Attendance**

Attending in person is the most reliable way to ensure your voice is heard and your testimony is recorded. If you choose this option, please adhere to any guidelines or protocols that may be in place.

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