

**CERTIFIED RECORD OF PROCEEDINGS**

**of**

**EVANS FIRE PROTECTION DISTRICT  
WELD COUNTY, COLORADO**

**relating to**

**A MASTER MUNICIPAL LEASE AND OPTION AGREEMENT**

STATE OF COLORADO

)

) ss.

COUNTY OF WELD

)

The Board of Directors of Evans Fire Protection District, Weld County, Colorado ("*District*") held a regularly scheduled public meeting at 1100 37<sup>th</sup> Street, Evans, Colorado, on the 25<sup>th</sup> day of June 2012, at the hour of 7:00 p.m.

The following members of the Board of Directors were present:

Mary Achziger, President  
David James, Vice President  
Greg Bledsoe, Secretary  
Tricia Watson, Treasurer  
Steve Bernardo, Director

Also Present:

Warren Jones, Fire Chief  
Sharon Bowles, Administrative Assistant  
Dino Ross, Attorney for the District  
Emily Powell, Attorney for the District

Thereupon, the following proceedings, among others, were had and taken, to-wit:

Director Watson introduced and moved the adoption of the following Resolution:

**RESOLUTION 2012-5**

A RESOLUTION: (1) AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF A MASTER MUNICIPAL LEASE AND OPTION AGREEMENT BETWEEN EVANS FIRE PROTECTION DISTRICT, WELD COUNTY, COLORADO, AND MUNICIPAL SERVICES GROUP, INC.; (2) PROVIDING FOR LEASE PAYMENTS FROM LEGALLY AVAILABLE LESSEE FUNDS; AND (3) PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

**WHEREAS**, Evans Fire Protection District, Weld County, Colorado ( "*Lessee*") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Colorado; and

**WHEREAS**, pursuant to Section 32-1-1002(1)(a), C.R.S., as amended, the Board Directors of the Lessee ("*Board*") is authorized to acquire, dispose of, or encumber fire stations, fire protection and fire fighting equipment, and any interest therein, including leases; and

**WHEREAS**, the Board hereby finds and determines that the execution of a Master Municipal Lease and Option Agreement ("*Lease*"), including Individual Payment Schedule No 1. thereto ("*IPS No. 1*") for the purpose of leasing the equipment designated and set forth in Exhibit D to IPS No. 1 is appropriate and necessary to the functions and operations of the Lessee; and

**WHEREAS**, Municipal Services Group, Inc. ("*Lessor*") shall act as Lessor under the Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State, it does not create a multiple fiscal year obligation, and it is expressly subject to non-appropriation or annual renewal; and

**WHEREAS**, the Lease does not create a multiple fiscal year Direct or Indirect Lessee debt or other financial obligation and does not require voter approval in advance under Section 4 (b) of Article X, Section 20 of the Colorado Constitution; and

**WHEREAS**, the Lease will not cause the Lessee to exceed its spending limits; and

**WHEREAS**, certain interests of the Lessor in the Lease will be assigned by the Lessor to SunTrust Equipment Finance & Leasing Corp. or a related entity ("*Assignee*"), in accordance with an Assignment Agreement, by and between Lessor and Assignee; and

**WHEREAS**, proceeds with respect to the Lease will be disbursed in accordance with an Escrow Agreement ("*Escrow Agreement*") to be executed by the Lessee.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EVANS FIRE PROTECTION DISTRICT, WELD COUNTY, COLORADO:**

**Section 1.** The President and Secretary are hereby authorized to negotiate, enter into, execute, and deliver the Lease in substantially the form set forth in the document presently before the Board, which document is available for public inspection at the office of the Lessee. The President and Secretary, acting on behalf of the Lessee, are hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the President and Secretary, upon advice of counsel, deem necessary or appropriate.

**Section 2.** The Lessee's obligation under the Lease shall be annually renewable by the Lessee and expressly subject to annual appropriation by the Board; and such obligation under the Lease shall not constitute a general obligation of the Lessee or indebtedness within the meaning of the Constitution and laws of the State of Colorado.

**Section 3.** The Lease does not create a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4 (b) of Article X, Section 20 of the Colorado Constitution.

**Section 4.** The Lease will not cause the Lessee to exceed its spending limits under Section 7, Article X, Section 20 of the Colorado Constitution.

**Section 5.** All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, including the Escrow Agreement. The President and Secretary, acting on behalf of the Lessee, are hereby authorized to negotiate, enter into, execute, and deliver the Escrow Agreement in such form as the President and Secretary, upon advice of counsel, deem necessary or appropriate, not inconsistent with the terms hereof.

**Section 6.** This resolution shall take effect immediately upon its adoption and approval.


ADOPTED AND APPROVED this 25<sup>th</sup> day of June 2012.

(SEAL)

EVANS FIRE PROTECTION DISTRICT

ATTEST:

  
Title: Secretary

  
Title: President

The motion to adopt the foregoing resolution was presented to the Board of Directors of the Evans Fire Protection District by Director Watson. Director Bledsoe seconded. The motion passed unanimously.

Thereupon the President, as Chairman of the meeting, declared the resolution duly adopted and the Secretary was directed to enter the foregoing proceedings and resolution upon the minutes of the Board.

Mary O'Keefe

(SEAL)

ATTEST:

Greg Bledsoe  
Greg Bledsoe, Secretary

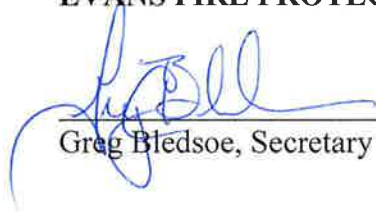
STATE OF COLORADO )  
  ) ss.  
COUNTY OF WELD )

I, Greg Bledsoe, Secretary of Evans Fire Protection District, Weld County Colorado (the "Lessee"), do hereby certify that the foregoing pages contain a true and correct copy of the proceedings taken by the Board of Directors of the Lessee at a regular public meeting held on June 25<sup>th</sup>, 2012, so far as said proceedings relate to a resolution authorizing the Lease Agreement between the Lessee and Municipal Services Group, Inc., a true and correct copy of which is set forth in full in the proceedings of the Board; that said resolution has been duly authenticated by the signatures of the President and myself, as Secretary, and duly sealed with the corporate seal of the Lessee and recorded in the official records of the Lessee kept in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Lessee, the 25<sup>th</sup> day of June 2012.

(SEAL)

**EVANS FIRE PROTECTION DISTRICT**

  
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Greg Bledsoe, Secretary