

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
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Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Special Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

Wednesday, May 17, 2023

10:00 am

Ratify contracts:

- Office of Development Services – Roy Tipton
  - Ratify Certificate of Acceptance and Payment Request for McKinstry Essention for Public Safety Center Solar Field

**Adjournment**

**The next scheduled BOCC meeting will be Tuesday, May 23, 2023 - 8:30 am**

***\*\* Agenda is Subject to Change until 24 hours before scheduled Hearings\*\****

*The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings*



10:05 AM 5/16/2023

**Schedule B:**

**Payment Request Form No. 10**

**CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST**

The following payment request is directed to Signature Bank (the "*Escrow Agent*"), as escrow agent under that certain Escrow Deposit Agreement dated April 8, 2021 (the "*Escrow Agreement*"), between the Moffat County ("*Lessee*"), Signature Public Funding Corp. ("*Lessor*"), and the Escrow Agent.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment purchased pursuant to Equipment Schedule No. 001 dated as of April 8, 2021 to that certain Master Equipment Lease Purchase Agreement dated as of April 8, 2021 (collectively, the "*Lease*"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
1.	Construction Costs see Invoice 20063055	\$3,059.79	McKinstry Essention, LLC

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease; (vii) no default, Event of Default or Event of Nonappropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become a default, Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments or other amounts due under the Lease during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

*[Remainder of page intentionally left blank]*

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease.

Date: 5/16/23

**Approved:**

SIGNATURE PUBLIC FUNDING CORP., as Lessor

MOFFAT COUNTY, as Lessee

By: \_\_\_\_\_

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

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

By:  \_\_\_\_\_

Name: Donald Broom

Title: Moffat County Commissioner

## EXHIBIT B

### ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under Schedule No. 001 dated as of April 8, 2021 (the "Schedule") to that certain Master Equipment Lease-Purchase Agreement dated as of April 8, 2021 (the "Master," and together with the Schedule, the "Lease"), acknowledges receipt in good condition those certain units of the Equipment described in the Lease and more specifically listed on Annex I hereto as of the Acceptance Date set forth below. Capitalized terms used herein without definition shall be given their meaning in the Lease.

1. The units of Equipment listed on Annex I hereto represent a portion of the Equipment listed on the Schedule and to be acquired under the Lease. By its execution hereto, the Lessee represents and warrants that: (1) the Equipment listed on Annex I hereto has been delivered, installed and accepted on the date hereof; and (2) it has conducted such inspection and/or testing of the Equipment listed on Annex I hereto as it deems necessary and appropriate and hereby acknowledges that it unconditionally and irrevocably accepts the Equipment listed in Annex I hereto for all purposes. Lessee confirms that it will commence or continue to make Rental Payments in accordance with the terms of the Lease. Copies of invoices, proof of payment (if applicable), reimbursement resolutions (if applicable), and purchase orders and/or agreement have been attached with Annex I hereto. As applicable, the following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, MSOs, or Certificates of Title, designating Lessor as first position lienholder, and (c) any other evidence of filing or documents attached hereto

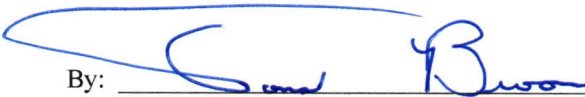
2. Lessee hereby certifies and represents to Lessor as follows: (i) the representations and warranties in the Lease are true and correct as of the Acceptance Date; (ii) the Equipment is covered by insurance in the types and amounts required by the Lease; (iii) no Event of Default or Non-Appropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or a Non-Appropriation, has occurred and is continuing on the date hereof; and (iv) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under the Lease during Lessee's current Fiscal Year.

3. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. 4. **Final Acceptance Certificate.** The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Disbursement Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease. Lessee certifies that upon payment in accordance with paragraph 3 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease.

Accepted and certified this 16 day of May, 2023. ("Acceptance Date")

MOFFAT COUNTY, as Lessee

By:   
Name: Donald Broom  
Title: Moffat County Commissioner

ANNEX I TO ACCEPTANCE CERTIFICATE

Payee	Vendor/ Manufacturer	Invoice or PO No.	VIN or MSN	Equipment Description	Location	Cost
MOFFAT COUNTY	MCKINSTRY	PAY APP #8		CONSTRUCTION	CRAIG	\$3,059.79