

**RESOLUTION NO. 24-44**

**THE BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT, SITE LEASE, ASSIGNMENT AGREEMENT, AND RENTAL SCHEDULE, AND ADDITIONALLY RELATED AND ANCILLARY DOCUMENTS, WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN PROPERTY FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

**WHEREAS**, Huerfano County, Colorado (the “*Lessee*”), a body politic and corporate duly organized and an existing County and political subdivision of the State of Colorado is authorized by the laws of the State of Colorado to purchase, acquire, and lease property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto;

**WHEREAS**, the Lessee desires to purchase, acquire and/or lease certain property necessary for the Lessee to perform essential governmental functions; including without limitation, an Emergency Operations 911 Call Center Modernization Project (and all other equipment and or property Lessee or its Designated Officers may deem necessary and/or desirable) (the “*Project*”), pursuant to an Lease-Purchase Agreement dated December 10, 2024 between Huerfano County and Holman Capital Corporation (the “*Lessor*”) in an amount of not more than \$1,000,000.00 (the “*Property*”);

**WHEREAS**, in order to acquire such Equipment, the Lessee proposes to enter into a Lease-Purchase Agreements (together with the Rental Schedules and all related exhibits, schedules, and certificates attached thereto, (the “*Lease Agreements*”) with Holman Capital Corporation (the “*Lessor*”) and one Escrow Agreement (together with the ancillary related documents therewith, (the “*Escrow Agreement*”)) with the Lessor and Eastern Colorado Bank, as escrow agent, the forms of which have been presented to the governing body of the Lessee at this meeting;

**WHEREAS**, the Lessor has agreed to assign all of its rights, title and interest in and to the Property, the Lease Agreements and the Escrow Agreement (collectively, the “*Transaction Documents*”) to Eastern Colorado Bank and the Lessee has consented and acknowledged to the foregoing;

**WHEREAS**, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Property to be therein described on the terms and conditions therein provided.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Huerfano County that the following are hereby adopted:

*Section 1. Approval of Documents.* The governing body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs Carl Young, County Administrator, and such other persons as he may delegate (the “Designated Officers”), and each of them individually, for and in the name of and on behalf of the Lessee, to execute and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer’s and the governing body’s approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and /Rental Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Property. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

*Section 3. No General Liability.* Nothing contained in this Resolution No. [24-\_\_\_], the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution No. [24-\_\_\_], the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein.

*Section 4. Appointment of Authorized Lessee Representatives.* The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

*Section 5. Severability.* If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution No. [24-\_\_].

*Section 6. Repealer.* All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

*Section 7. Effective Date.* Be it further resolved that this resolution shall be in effect upon its adoption. All resolutions and portions of resolutions in conflict with the above are hereby replaced.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 19<sup>th</sup> day of NOVEMBER, 2024.



ATTEST:

\_\_\_\_\_  
County Clerk and Recorder and  
Ex-Officio Clerk to said Board

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_

Arica Andreatta, Chairman

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Karl Sporleder, Commissioner

\_\_\_\_\_  
Mitchell Wardell, Commissioner