

Document Check List Town Of Castle Rock Application LS-3596926

- □ Sign & date the Schedule to Master Equipment Lease-Purchase Agreement
- □ Sign & date the Exhibit A-Amortization Addendum
- Attorney Opinion Letter Required-(An example is attached for your use)
 *Must be on Attorney Letterhead
- □ Sign & date the form 8038G IRS form-MUST be dated 3/21/2019
- □ Sign & date the Delivery and Acceptance Certificate
- □ Complete, sign & date the Insurance Form (Requirements are listed)

 - <u>Property Coverage</u>
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- □ Complete, sign & date the Automatic Payment Form (OPTIONAL)
- □ Tax Exemption Certificate is Require-Please submit with lease documents
 - ☐ Send all of the completed & signed documents overnight via Federal Express to:

Wells Fargo Financial Leasing, Inc. Attn: Sheri Delp MAC # N0005-044 800 Walnut Street Des Moines, IA 50309

*White Out is not acceptable on any documents

*Electronic Signatures are not acceptable

*Please do not make any changes/additions/deletions to the lease documents unless approved as this voids the documents.



Schedule to Master Equipment Lease-Purchase Agreement

 $Wells\ Fargo\ Financial\ Leasing, Inc.\ |\ 800\ Walnut,\ 4th\ floor\ |\ Des\ Moines,\ Iowa\ 50309\ |\ Phone:\ 800-247-5083$

	Information: Full Legal Name ("You" and "Your"): stle Rock				
Address: 100 North	Vilcox Street				
City/State/ Castle Rock	Zip Code: -, CO 80104				
County: Douglas			† -7		
	t Information: ched Equipment Schedule				ifferent than address shown above): rive, Castle Rock, CO 80109
Quantity	Equipment Make, Model & Serial Number		Quantity	Equipment M	lake, Model & Serial Number
4 2019 Clu 2 2019 Clu 5 2019 Clu	ub Car Tempo Electric Golf Cars with Visago o Car Tempo Electric Golf Cars o Car Café Express Gas Food & Beverage U o Car Carryall 500 Gas Utility Vehicle o Car Carryall 300 Gas Range Picker				
Term And	Payment Information: Term: 48 mont	hs			
Interest Ra	te: 4.49% Amount Finance	ed: \$424,228.40			
Payment:	See Payment Schedule attached hereto	0			
,	eriod is "Monthly" unless otherwise noted h				
See Paym	ent Schedule attached hereto	Security D	Deposit: \$0	.00	Documentation/Processing Fee: \$75.00
	yment: \$0.00 applied to:		Payment		nd Last Payments
conditions together w leasing of Schedule c ineffective 1. LEAS Master Agr	set forth in the Master Agreement are her th this Schedule constitute a Lease (as de the equipment listed above (together wil an be changed only by a written agreeme as to this Schedule unless otherwise expre E OF EQUIPMENT. You hereby agree to eement.	eby reaffirmed and incorporated fined in the Master Agreement) at the all existing and future access ent between You and Us. Any an ssly stated in such amendment. to lease from Us the Equipment of	in and mad- nd represen sories, attac nendment to described al	e part of this t the complete hments, repla the Master over upon the	er Agreement") between You and Us. All of the terms and Schedule, as if fully set forth herein. The Master Agreemen is and exclusive agreement between You and Us regarding the incements and embedded software, the "Equipment"). This Agreement subsequent to the date of this Schedule shall be a terms and conditions set forth in this Schedule and in the threspect to this Schedule, Your representations, warranties
and covena Commence	nts set forth in the Master Agreement (inc ment Date hereof.	luding, without limitation, those	set forth in	Sections 14 a	nd 15 thereof) are true and correct as though made as of the
document; You have r signature r	provided, however, only the counterpart v	vhich is marked "Original" and is and this Schedule and agree tha Idmissible as evidence of this Lea	in Our poss t a facsimile ase. You wai	ession shall o or other cop ve notice of r	original, but all of which together shall constitute the same onstitute chattel paper under the UCC. You acknowledge tha y containing Your faxed, copied or electronically transmitted eceipt of a copy of this Schedule with Our original signature t.
Customer	(identified above) Town of Castle Rock		Wells Far	go Financial	Leasing, Inc. ("We," "Us" and "Our")
Ву:		Date: / /	Ву:		
Print name	: Jason Gray	Title: Mayor	Print name	:	Title:
Schedule	Number: 603-0075167-006		Commence	ement Date: _	//

Master Agreement Number: 603-0075167

Town of Castle Rock

Exhibit A-Amortization Schedule

Nominal Annual Rate: 4.49 %

	Event	Amount	Number	Period
1	Loan	424,228.40	1	
2	Payment	0.00	2	Monthly
3	Payment	19,200.34	6	Monthly
4	Payment	0.00	6	Monthly
5	Payment	19,200.34	6	Monthly
6	Payment	0.00	6	Monthly
7	Payment	19,200.34	6	Monthly
8	Payment	0.00	6	Monthly
9	Payment	19,200.34	6	Monthly
10	Payment	0.00	4	Monthly

AMORTIZATION SCHEDULE - Normal Amortization

	Payment	Interest	Principal
Loan			
1	0.00	0.00	0.00
2	0.00	1,586.44	1,586.44-
3	19,200.34	1,592.37	17,607.97
4	19,200.34	1,526.52	17,673.82
5	19,200.34	1,460.43	17,739.91
6	19,200.34	1,394.09	17,806.25
7	19,200.34	1,327.50	17,872.84
8	19,200.34	1,260.67	17,939.67
9	0.00	1,193.58	1,193.58-
10	0.00	1,198.04	1,198.04-
2019 Totals	115,202.04	12,539.64	102,662.40
11	0.00	1,202.52	1,202.52-
12	0.00	1,207.02	1,207.02-
13	0.00	1,211.53	1,211.53-
14	0.00	1,216.06	1,216.06-
15	19,200.34	1,220.61	17,979.73
16	19,200.34	1,153.38	18,046.96
17	19,200.34	1,085.89	18,114.45
18	19,200.34	1,018.15	18,182.19
19	19,200.34	950.15	18,250.19
20	19,200.34	881.90	18,318.44
21	0.00	813.40	813.40-
22	0.00	816.44	816.44-
2020 Totals	115,202.04	12,777.05	102,424.99
23	0.00	819.50	819.50-

24	0.00	822.56	822.56-
25	0.00	825.64	825.64-
26	0.00	828.72	828.72-
27	19,200.34	831.82	18,368.52
28	19,200.34	763.13	18,437.21
29	19,200.34	694.19	18,506.15
30	19,200.34	624.98	18,575.36
31	19,200.34	555.52	18,644.82
32	19,200.34	485.79	18,714.55
33	0.00	415.81	415.81-
34	0.00	417.36	417.36-
2021 Totals	115,202.04	8,085.02	107,117.02
35	0.00	418.92	418.92-
36	0.00	420.49	420.49-
37	0.00	422.06	422.06-
38	0.00	423.64	423.64-
39	19,200.34	425.22	18,775.12
40	19,200.34	355.01	18,845.33
41	19,200.34	284.54	18,915.80
42	19,200.34	213.80	18,986.54
43	19,200.34	142.80	19,057.54
44	19,200.34	71.53	19,128.81
45	0.00	0.00	0.00
46	0.00	0.00	0.00
2022 Totals	115,202.04	3,178.01	112,024.03
47	0.00	0.00	0.00
48	0.00	0.04	0.04-
2023 Totals	0.00	0.04	0.04-
Grand Totals	460,808.16	36,579.76	424,228.40

Lessee: Town of Castle Rock

Jason Gray, Mayor

Date

FORM OF OPINION OF LESSEE'S COUNSEL

December 18, 2018

Wells Fargo Financial Leasing, Inc. 800 Walnut Street, MAC N0005-044 Des Moines, IA 50309

Re: Master Equipment Lease-Purchase Agreement No. 603-0075167 dated 3/30/2015 and Schedule to Master Equipment Lease-Purchase Agreement No. 603-0075167-006

Ladies and Gentlemen:

As counsel for Town Of Castle Rock ("Lessee"), I have examined that certain Master Equipment Lease-Purchase Agreement No. 603-0075167 and Schedule to Master Equipment Lease-Purchase Agreement No. 603-0075167-006 duly executed by Lessee and dated 3/30/2015 (the "Lease"), between Lessee and Wells Fargo Financial Leasing, Inc. as lessor, and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Lease. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

- 1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Colorado, or has a substantial amount of one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power.
- 2. Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease.
- 3. The Lease has been duly authorized, executed and delivered by Lessee and the Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
- 4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee's governing body relating to the transactions contemplated by the Lease have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws and all actions, approvals, authorizations and consents necessary to authorize Lessee's execution, delivery and performance of the Lease have occurred or been obtained.
- 5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the lease payments or other amounts contemplated by the Lease.
- 6. The entering into and performance of the Lease does not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.
- 7. The Lessee's name contained in the Lease is the Lessee's correct legal name.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease.

Attorney	



Delivery & Acceptance Certificate - Municipal

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: Master Equipment Lease-Purchase Agreement (the "Agreement")

Lessee/Renter/Customer: Town of Castle Rock ("Customer")

The Customer named above hereby unconditionally represents and certifies to Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), and agrees, that:

1. The equipment, other personal property and software, if any, described below (collectively, the "Goods") which have been leased or otherwise provided to Customer or otherwise constitutes collateral under the above-referenced Agreement, has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

Quantity Make or other description Model name (if any) Serial # (if any)

80 2019 Club Car Tempo Electric Golf Cars with Visage i3 Hardware Package

4 2019 Club Car Tempo Electric Golf Cars

2 2019 Club Car Café Express Gas Food & Beverage Units

5 2019 Club Car Carryall 500 Gas Utility Vehicle

1 2019 Club Car Carryall 300 Gas Range Picker

Attach additional page if necessary

- 2. There are no side agreements between Customer and any third party relating to the subject matter of the Agreement, and no cancellation rights have been granted to Customer by Company or any third party (excluding any cancellation in connection with an event of Non-Appropriation (as defined in the Agreement)). There is no "free demonstration" or "test" period for the Goods.
- 3. Customer has reviewed and understands all of the terms of the Agreement, and Customer agrees that the Agreement cannot be revoked or cancelled or terminated early for any reason (excluding any termination in connection with an event of Non-Appropriation).

Customer hereby directs Wells Fargo to pay the vendor/supplier of the Goods. Customer agrees that (i) Wells Fargo may insert the Agreement number (and Master Agreement Number, if applicable) and the date below if either is missing following the Customer's signature below, and (ii) a facsimile or other copy of this document containing your faxed, copied or electronically transmitted signature may be treated as an original for all purposes.

Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.

Customer (identified above): Town of Castle Rock			
Ву:	Date: / /		
Print name: Jason Gray	Title: Mayor		
Agreement Number: 603-0075167-006			
Master Agreement Number (if applicab	le): 603-0075167		



Town of Castle Rock 100 North Wilcox Castle Rock, CO 80104

Re: Tax-Exempt Lease-Purchase Transaction

Dear Jason Gray,

In connection with your tax-exempt lease-purchase transaction with Wells Fargo, attached please find the Form 8038-G that you need to sign before we can file it with the Internal Revenue Service (IRS). This document is required by the IRS for tax-exempt transactions.

Additionally, please advise us if you have established written procedures relating to the matters referred to in lines 43 and 44 of the attached Form 8038-G, and if so, please provide copies of such procedures. For your convenience, we have attached the official IRS instructions for Form 8038-G which provide additional information regarding the procedures referred to in lines 43 and 44. Please note that if we do not receive copies of the written procedures referred to above, we will file the Form 8038-G without checking the boxes for line 43 or 44.

Please return the signed Form 8038-G and, if applicable, the written procedures referred to above along with your signed lease documents.

Thank you for prompt attention to this matter.

Sincerely,

Sheri Delp Sales Support Representative

Enclosure

Form **8038-G** (Rev. September 2018)

Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

1 Issu	Reporting Author	ority			II Amena	ea Retur	n , check her	e
Town of	uer's name				2 Issuer	s employer	identification nu	mber (EIN)
	Castle Rock					84-6	000640	
		er) with whom the IRS may communicat	e about this return (see ins	tructions)	3b Teleph	one number	of other person	shown on 3
4 Nur	mber and street (or P.O. box i	f mail is not delivered to street address)		Room/suite	5 Report	t number (Fo	or IRS Use Only)	
100 Norti	h Wilcox Street							3
	y, town, or post office, state, a	and ZiP code			7 Date o	f issue		
	ock, CO 80104					03/2	21/2019	
	me of issue				9 CUSIF	number	-	
Master E	quipment Lease-Purcha	se Agreement				N	lone	
10a Nan	me and title of officer or other tructions)	employee of the issuer whom the IRS r	nay call for more information	on (see		one numbe yee shown	er of officer or oth on 10a	her
Jason Gr	ray, Mayor					303-6	660-1347	
Part II	Type of Issue (e	enter the issue price). See t	he instructions and a	ttach sche	edule.			
75.5						. 1	+	
12 H	Health and hospital .					. 12		
13 T	Fransportation					. 13		
14 F	Public safety					. 14	+	
15 E	Environment (including	sewage bonds)				. 18		
16 H	Housing					. 16		
17 L	Jtilities					. 17		
18 (Other. Describe Golf	f and turf equipment				18	8 424	,228 4
19a lf	f bonds are TANs or RA	ANs, check only box 19a			🕨			
		ck only box 19b						
20 If		of a lease or installment sale,						
Part III	Description of I	Bonds. Complete for the en	tire issue for which	this form	is being t	led.		
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity		(d) Weighted average matur		(e) Yield	
21	02/1/2023	\$ 424,228.40	\$	N/A	4	years		4.49
Part IV	Uses of Procee	ds of Bond Issue (includin	g underwriters' di	iscount)				
	Proceeds used for accr					. 2		
		ue (enter amount from line 21, e		T T		. 23	3	
24 F	Proceeds used for bond	d issuance costs (including und	derwriters' discount)	24				
		lit enhancement						
26 F		easonably required reserve or						
	Proceeds used to refun		nplete Part V					
27 F								
27 F	Proceeds used to refun	d prior tax-exempt bonds. Cond d prior taxable bonds. Comple		28				
27 F 28 F 29 T	Total (add lines 24 thro	d prior taxable bonds. Comple	te Part V			. 29		
27 F 28 F 29 T 30 N	Total (add lines 24 thro Nonrefunding proceeds	d prior taxable bonds. Comple ugh 28)	te Part V	r amount h		. 29		
27 F 28 F 29 T 30 N	Total (add lines 24 thro Nonrefunding proceeds Description of I	d prior taxable bonds. Comple ugh 28)	te Part V	r amount h refunding	bonds.	0.00		
27 F 28 F 29 T 30 N Part V	Total (add lines 24 thrown Nonrefunding proceeds Description of I Enter the remaining we	d prior taxable bonds. Comple ugh 28)	te Part V	r amount h refunding be refund	bonds.	0.00		years
27 F 28 F 29 T 30 N Part V 31 E 32 E	Total (add lines 24 thrown Nonrefunding proceeds Description of I Enter the remaining we Enter the remaining we	d prior taxable bonds. Compleugh 28)	rom line 23 and enter e this part only for retax-exempt bonds to taxable bonds to be	r amount h refunding be refund refunded	bonds. ed	0.00		years
27 F 28 F 29 T 30 N Part V 31 E 32 E 33 E	Total (add lines 24 thrown Nonrefunding proceeds Description of I lenter the remaining we lenter the remaining we lenter the last date on we lenter the last date on we lenter the last date on we lenter the last date.	d prior taxable bonds. Comple ugh 28)	rom line 23 and enter e this part only for retax-exempt bonds to taxable bonds to be a bonds will be called	r amount h refunding be refund refunded	bonds. ed	0.00		100000

Form 8	038-G (Re	v. 9-2018)	Pi	age 2
Part	VI N	/liscellaneous		
35	Enter t	he amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter t	he amount of gross proceeds invested or to be invested in a guaranteed investment contract		
		See instructions	36a	
b	Enter t	he final maturity date of the GIC ► (MM/DD/YYYY)		
C	Enter t	he name of the GIC provider ▶		
37		financings: Enter the amount of the proceeds of this issue that are to be used to make loans		
		er governmental units	37	
38a		ssue is a loan made from the proceeds of another tax-exempt issue, check box $lacktriangle$ and ente		ition:
b	Enter t	he date of the master pool bond ► (MM/DD/YYYY)		
C	Enter t	he EIN of the issuer of the master pool bond ▶		
d	Enter t	he name of the issuer of the master pool bond ▶		
39	If the is	ssuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check be	ox	
40	If the is	ssuer has elected to pay a penalty in lieu of arbitrage rebate, check box		
41a		ssuer has identified a hedge, check here <a> <a> <a> <a> <a> <a> <a> <a> <a> <a> <		
b	Name	of hedge provider ►		
C	Type o	f hedge ►		
d	Term o	f hedge ►		
42	If the is	ssuer has superintegrated the hedge, check box		
43	If the	issuer has established written procedures to ensure that all nonqualified bonds of this iss	sue are remediated	
	accord	ing to the requirements under the Code and Regulations (see instructions), check box		
44	If the is	suer has established written procedures to monitor the requirements of section 148, check box		
45a	If some	e portion of the proceeds was used to reimburse expenditures, check here $lacktriangle$ and enter the	amount	
	of reim	bursement ▶		
b	Enter th	ne date the official intent was adopted ► (MM/DD/YYYY)		
Signa	ature	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return process this return, to the person that I have authorized above.	o the best of my knowledge rn information, as necessar	e y to

Date

Preparer's signature

Consent

Preparer

Use Only

Paid

Signature of issuer's authorized representative

Firm's name ► Wells Fargo Financial Leasing, Inc.

Firm's address ► 800 Walnut St. Des Moines, IA 50309

Print/Type preparer's name

Braydn L Weber

800-247-5083 Form **8038-G** (Rev. 9-2018)

42-1074725

P01777861

PTIN

Jason Gray, Mayor
Type or print name and title

Firm's EIN ▶

Phone no.

Check if self-employed

Date



Customer Insurance Certification

Lessee: Town Of Castle Rock	
Application Number:LS3596926	
Liability Coverage	
☑Minimum coverage of \$1 million ☑Wells Fargo Financial Leasing to be listed as additional insured Name of Insurance Agency:	d. Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:
Email Address of Agency:	
Property Coverage (Complete if a different provider from above)
	cal Damage Insurance
Wells Fargo Financial Leasing to be listed as the Lenders loss Name of Insurance Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:
Email Address of Agency:	and the same of th
maintain the liability and property insurance coverage as descridentified above and further authorize the agencies to issue insur	Agreement with Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), we ibed above. We hereby authorize Wells Fargo to contact the agencies rance certificates to Wells Fargo."
Lessee Signature Date	
Send to Wells Fargo Financial Leasing, Inc. via mail to: W	ells Fargo Financial Leasing, Inc., Golf and Turf Division, MAC# N0005- Wells Fargo Financial Leasing, Inc., attn: Golf and Turf Division Fax
Offic	te Use Only
Contact Date:	Contact Name:
Insurance Company(s):	
Policy No(s): Expiration Date(s):	Insured Value:
Named Sole Loss Payee: Wells Fargo Financial Leasing, Inc.	Verified By:
YES WILL BE ADDED Additional Insured: Wells Fargo Financial Leasing, Inc.	Public Liability Insurance Limits:
Additional Insuled. Wells I digo I manical Leasing, Inc.	, abits also allowed a

Authorization for Automatic Payment Plan



Wells Fargo Financial Leasing, Inc. | 800 Walnut Street, 5th Floor | Des Moines, Iowa 50309 | Phone: 866-497-6661

Title of lease, rental or other agreement: Master Equipment Lease-Purchase Agreement (the "Agreement")

You authorize regularly scheduled payments and all other obligations due and owing under or in connection with the above-referenced Agreement to be made from your account referenced below (the "Debit Account"). Your payments will be made automatically on the contract due date as indicated on your invoice. Proof of payment will appear with your bank statement.

The authority you give to charge your Debit Account will remain in effect for the above-referenced Agreement until you notify us that you wish to terminate the authorization and we have had a reasonable opportunity to act on it.

Please make your regular payment until your invoice indicates that the Automatic Payment Plan is in effect.

I authorize Wells Fargo Financial Leasing, Inc. ("Creditor") to initiate electronic debit entries to the Debit Account (and, if necessary, electronically credit such Debit Account to correct erroneous debits). I understand that this authority will remain in effect until I notify Creditor in writing at the address or fax number set forth below that I wish to revoke this authorization in such time as to afford Creditor a reasonable opportunity to act on it. I understand that Creditor needs at least 3 days' prior written notice to revoke this authorization. Funds transfers to or from the Debit Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH"). I agree that electronic debit entries that I authorize comply with all applicable laws, rules and regulations.

Town of Castle Rock		
Company Name		
Company Address		
Authorized Signature and Title		Date
Bank Name	City	State
Account Number		
Bank ABA / Routing Number	(For checking account, located between the symbols bottom of your check)	:000000000: on the
	This is a checking / savings account. (Circle one).	
	PLEASE RETURN TO: Wells Fargo Financial Leasing, Inc. MAC N0005-055 800 Walnut Street Des Moines, IA 50309	

Or Fax to (888) 241-4382 Or E-mail to customerservice@financialservicing.net

Payment Due Date(s)	