

## **NOTICE OF ADOPTED ORDINANCE**

Pursuant to Section 7-3 of the Town of Castle Rock Home Rule Charter, notice is hereby given that the Town Council did adopt the following named and described Ordinance during a Regular Meeting on February 5, 2019, which commenced at 6:00 P.M. at the Castle Rock Town Council Chambers, 100 N. Wilcox St. Castle Rock, CO 80104

Title of Adopted Ordinance:

Ordinance No. 2019-002

**An Ordinance Approving a Governmental Lease-Purchase Agreement Between the Town of Castle Rock and Wells Fargo Brokerage Services, LLC for Golf Course Equipment; and Providing for its Emergency Adoption on Second and Final Reading**

Subject Matter Summary:

The proposed Ordinance seeks approval of the lease-purchase agreement for golf carts and other related equipment to be manufactured and delivered to Red Hawk Ridge Golf Course prior to the start of the golf season.

The entire text of the proposed ordinance is contained herein, and copies of all documents are available for public inspection at the office of the Town Clerk, 100 North Wilcox, Castle Rock, Colorado 80104 during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Publication Date: February 7, 2019

**ORDINANCE NO. 2019-002**

**AN ORDINANCE APPROVING A GOVERNMENTAL LEASE-PURCHASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND WELLS FARGO FINANCIAL LEASING, INC. FOR GOLF COURSE EQUIPMENT; AND PROVIDING FOR ITS EMERGENCY ADOPTION ON SECOND AND FINAL READING**

**WHEREAS**, Colorado Golf & Turf, Inc. provide a bid in the amount of \$424,229; and

**WHEREAS**, the Town of Castle Rock and Wells Fargo Financial Leasing, Inc. have agreed to the terms and conditions of the Wells Fargo Master Lease-Purchase for the golf carts and other vehicles; and

**WHEREAS**, in order to have this specialized equipment manufactured and delivered to Red Hawk Ridge Golf Course prior to the beginning of golf season, it is necessary to adopt this ordinance on an emergency basis on second and final reading.,

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:**

**Section 1. Approval.** The Governmental Lease-Purchase Agreement between the Town of Castle Rock and Wells Fargo Financial Leasing, Inc., in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the agreement by and on behalf of the Town of Castle Rock, Colorado.

**Section 2. Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 3. Emergency Clause.** For the reasons stated in the recitals to this Ordinance, it is declared that an emergency exists and it is necessary for the preservation of the immediate public health and safety for this Ordinance to take effect upon its adoption.

**Section 4. Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 22nd day of January, 2019 by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED AS AN EMERGENCY ORDINANCE** this 5<sup>th</sup> day of February, 2019, by a vote of the Town Council of the Town of Castle Rock, Colorado of 5 for and 0 against, constituting the extraordinary majority required by Section 2.02.100 of the Castle Rock Municipal Code.

**ATTEST:**

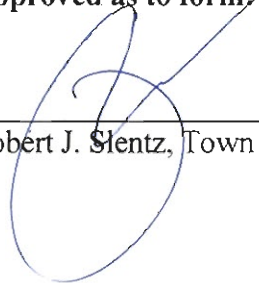
**TOWN OF CASTLE ROCK**

  
\_\_\_\_\_  
Lisa Anderson, Town Clerk

  
\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

  
\_\_\_\_\_  
Robert J. Slentz, Town Attorney

  
\_\_\_\_\_  
Jeff Brauer, Director of Parks & Recreation



## 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)
  - o **Liability Coverage** -  **Minimum coverage of \$1 million**  **Wells Fargo Financial Leasing to be listed as additional insured.**
  - o **Property Coverage** -  **Value of equipment covered**  **Wells Fargo Financial Leasing to be listed as the Lenders loss payable endorsement.**
- 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

**Customer Information:**

Customer's Full Legal Name ("You" and "Your"):  
Town of Castle Rock

Address:  
100 North Wilcox Street

City/State/Zip Code:  
Castle Rock, CO 80104

County:  
Douglas

**Equipment Information:**

See Attached Equipment Schedule

Equipment Location (if different than address shown above):

2156 Red Hawk Ridge Drive, Castle Rock, CO 80109

Quantity | Equipment Make, Model & Serial Number

Quantity | Equipment Make, Model & Serial Number

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

**Term And Payment Information:** Term: 48 months

Interest Rate: 4.49% Amount Financed: \$424,228.40

Payment: **See Payment Schedule attached hereto**

Payment Period is "Monthly" unless otherwise noted here:

**See Payment Schedule attached hereto**

Security Deposit: \$0.00

Documentation/Processing Fee: \$75.00

Advance Payment: \$0.00 applied to:

1st Payment

Last Payment

1st and Last Payments

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). This Schedule can be changed only by a written agreement between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. **LEASE OF EQUIPMENT.** You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

2. **GENERAL GOVERNMENTAL PROVISIONS.** You hereby represent, warrant and covenant to Us that with respect to this Schedule, Your representations, warranties and covenants set forth in the Master Agreement (including, without limitation, those set forth in Sections 14 and 15 thereof) are true and correct as though made as of the Commencement Date hereof.

3. **MISCELLANEOUS.** This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. **This Lease is non-cancelable for the full Term, except as otherwise provided in the Master Agreement.**

Customer: (Identified above) Town of Castle Rock

Wells Fargo Financial Leasing, Inc. ("We," "Us" and "Our")

By:

Date: 02/03/17

By:

Print name: Jason Gray

Title: Mayor

Print name:

Title:

Schedule Number: 603-0075167-006

Commencement 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
<b>Loan</b>			
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-
<b>2019 Totals</b>	<b>115,202.04</b>	<b>12,539.64</b>	<b>102,662.40</b>
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-
<b>2020 Totals</b>	<b>115,202.04</b>	<b>12,777.05</b>	<b>102,424.99</b>
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

02/05/19  
 \_\_\_\_\_  
 Date



## Office of the Town Attorney

Robert J. Slentz, Town Attorney  
Heidi J. Hugdahl, Deputy Town Attorney  
Elizabeth B. Allen, Assistant Town Attorney

February 7, 2019

Wells Fargo Financial Leasing, Inc.  
800 Walnut Street, MACN0005-044  
Des Moines, IA 50309

RE: Master Equipment Lease-Purchase Agreement No. 603-0075167 ("Master Equipment Lease")  
Schedule to Master Lease-Purchase Agreement No. 603-0075167-006 ("Schedule")

Ladies and Gentlemen:

As counsel for the Town of Castle Rock ("Lessee"), I have examined that certain Master Equipment Lease and Schedule duly executed by Lessee and dated February 5, 2019 (the "Lease"), between Lessee and Wells Fargo Financial Leasing, Inc., as Lessor, and the proceedings taken by the governing body of the 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 and 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 the 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, deliver 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 seeing 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.

Respectfully submitted,

  
Robert J. Slentz  
Town Attorney

cc: Trish Muller, Finance Director

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Castle Rock		2 Issuer's employer identification number (EIN) 84-6000640	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
100 North Wilcox Street		3	
6 City, town, or post office, state, and ZIP code Castle Rock, CO 80104		7 Date of issue 03/21/2019	
8 Name of issue Master Equipment Lease-Purchase Agreement		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Jason Gray, Mayor		10b Telephone number of officer or other employee shown on 10a 303-660-1347	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe <input checked="" type="checkbox"/> Golf and turf equipment	18	424,228	40
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
19b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/1/2023	\$ 424,228.40	\$ N/A	4 years	4.49 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

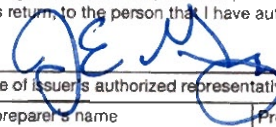
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

**Part VI Miscellaneous**

- |     |  |  |
|-----|--|--|
| 35  |  |  |
| 36a |  |  |
| 37  |  |  |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .
- b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
- c Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶  and enter the following information:
- b Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
- c Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
- d Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a If the issuer has identified a hedge, check here ▶  and enter the following information:
- b Name of hedge provider ▶ \_\_\_\_\_
- c Type of hedge ▶ \_\_\_\_\_
- d Term of hedge ▶ \_\_\_\_\_
- 42 If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ▶  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	3/21/19. Date	Jason Gray, Mayor Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Braydn L. Weber				P01777861
	Firm's name ▶ Wells Fargo Financial Leasing, Inc.	Firm's EIN ▶ 42-1074725		Phone no. 800-247-5083	
Firm's address ▶ 800 Walnut St. Des Moines, IA 50309					

# 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

By:  Date: 02/02/19  
 Print name: Jason Gray Title: Mayor

**Agreement Number:** 603-0075167-006

**Master Agreement Number (if applicable):** 603-0075167



# 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:

Phone Number of Agency:

CIRSA

303-757-5475

Mailing Address of Agency:

Fax Number of Agency:

3665 Cherry Creek North Drive Denver CO 80209

Email Address of Agency: info@cirsa.org

### Property Coverage (Complete if a different provider from above)

- Value of equipment covered  All Risk Physical Damage Insurance
- Wells Fargo Financial Leasing to be listed as the Lenders loss payable endorsement.

Name of Insurance Agency:

Phone Number of Agency:

CIRSA

303-757-5475

Mailing Address of Agency:

Fax Number of Agency:

3665 Cherry Creek North Drive Denver CO 80209

Email Address of Agency: info@cirsa.org

"In accordance with the term of our Master Equipment Lease Agreement with Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), we maintain the liability and property insurance coverage as described above. We hereby authorize Wells Fargo to contact the agencies identified above and further authorize the agencies to issue insurance certificates to Wells Fargo."

Lessee Signature

2/6/2019

Date

Send to Wells Fargo Financial Leasing, Inc. via mail to: Wells Fargo Financial Leasing, Inc., Golf and Turf Division, MAC# N0005-044, 800 Walnut Street, Des Moines, IA 50309; or via Fax to: Wells Fargo Financial Leasing, Inc., attn: Golf and Turf Division Fax #866-336-8375.

### Office 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:
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED	
Additional Insured: Wells Fargo Financial Leasing, Inc.	Public Liability Insurance Limits:
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED	

# Authorization for Automatic Payment Plan



Wells Fargo Financial Leasing, Inc. | 800 Walnut Street, 5<sup>th</sup> 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

100 N. Wilcox St. Castle Rock CO 80104

Company Address

Authorized Signature and Title

FINANCE DIRECTOR

Date

2/16/2019

Wells Fargo Bank, NA

Castle Rock

CO

Bank Name

City

State

4121812234

Account Number

121000248

Bank ABA / Routing Number

(For checking account, located between the symbols :000000000: on the bottom of your check)

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](mailto:customerservice@financialservicing.net)

**FOR OFFICE USE ONLY**

CCAN Number

Payment Due Date(s) \_\_\_\_\_

Agreement Number:

Comments:

Wells Fargo Financial Leasing, Inc. | 800 Walnut Street, 4<sup>th</sup> Floor | Des Moines, IA 50309

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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

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

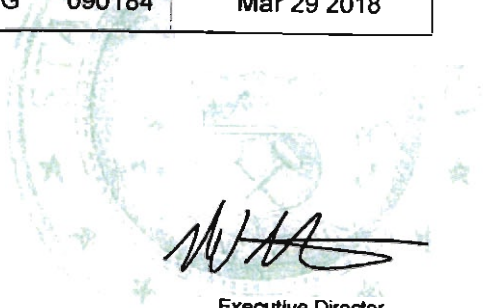
THIS LICENSE IS  
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
09805820	G 090184	Mar 29 2018

100 Wilcox St.  
Castle Rock, CO 80104



CASTLE ROCK, TOWN OF  
100 WILCOX ST  
CASTLE ROCK CO 80104-1907



Executive Director  
Department of Revenue

