

BOARD OF DIRECTORS MEETING AGENDA

February 19, 2019 2:00 PM

Saddle Creek Lodge

1001 Saddle Creek Drive, Copperopolis, CA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES TO ORDER OF AGENDA
5. **PUBLIC COMMENT** (Each speaker is limited to two (2) minutes)

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Any member of the public may address the Board relating to any matter within the Board's jurisdiction. This need not be related to any item on the agenda; however, the Board cannot act on an item unless it was noticed on the agenda.

6. **CONSENT CALENDAR**

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- a) Review of monthly financial report, approval of bills and claims for the month of January 2019.
- b) Approval of the minutes from the Regular Board Meeting held January 15, 2019.

7. **DISCUSSION AND ACTION ITEMS**

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- a) Update on the Development of the Pavement Management Program and Performance of the 2018 Road Improvement Project
- b) Declare Specific Equipment as Surplus and Authorize its Sale
- c) Adoption of a Resolution Amending the District Disposal of Surplus Property or Equipment Policy
- d) Consideration of Initiating a Survey/Questionnaire Regarding CSD Services (Kurtz)
- e) Consideration of Options for Operation of the Entrance Gate During Power Outages (Golden)
- f) Consideration of Options for the Unfinished Landscaping on Saddlecreek Drive (Albertson)
- g) Adoption of a Resolution Approving a Lease/Purchase Agreement with John Deere Financial for the New Tractor

8. **STAFF AND DIRECTOR REPORTS:**

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda.

- General Manager's Report
 - Rebate Check from Umpqua Bank
- Site Manager's verbal report.

9. **ADJOURNMENT**

Agenda Materials: May be viewed on the bulletin boards outside the Saddle Creek Pro Shop, on the Sports Club Bulletin Board, in the viewing box outside the CSD main office and at the CSD Website typically three days preceding each meeting date. Materials will also be available at the meeting.

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the CSD Clerk at (209) 785-0100. Advance notification will enable the District to make reasonable arrangements to insure accessibility.

BOARD OF DIRECTORS MEETING MINUTES

January 15, 2019 2:00 PM
Saddle Creek Lodge
1001 Saddle Creek Drive, Copperopolis, CA

1. CALL TO ORDER: **2:00 PM**
2. ROLL CALL **President DeBaldo, Vice President Golden, Director Hoffman, Director Albertson, Director Kurtz, General Manager Kampa, Clerk McCutchen, Site Manager Hebard**
3. PLEDGE OF ALLEGIANCE
4. CHANGES TO ORDER OF AGENDA **None**
5. **PUBLIC COMMENT None**
6. **CONSENT CALENDAR**
 - a. Review of monthly financial report, approval of bills and claims for the month of December 2018.
 - b. Approval of the minutes from the Regular Board Meeting held December 18, 2018.
Motion to approve the Consent Calendar made by Director Hoffman, second made by Director Albertson. Motion passes unanimously.
7. **DISCUSSION AND ACTION ITEMS**
 - a. Consideration of a Facilities Development Policy Establishing Requirements for Expansion of District Services to New Land Development Projects
Motion to approve the proposed policy language as presented made by Director Hoffman, second made by Director Albertson. Motion passes unanimously.
 - b. Consideration of an Encroachment Permit Code Establishing Requirements Related to Excavations, and for the Placing, Constructing, Repairing, Changing or Removing of Encroachments in any District Real Property Easement or Roadway
Motion to approve the policy language and process as presented made by President DeBaldo, second made by Director Golden. Motion passes unanimously.
 - c. Consideration of Approving Restated Board Bylaws to Remove Board Member Compensation for Attendance at Special Meetings
Discussions took place, result is to add first agenda item to all Special Meetings to decide whether to be compensated for that meeting.
8. **STAFF AND DIRECTOR REPORTS:**
 - a. General Manager's Report
 - b. Site Manager's verbal report.
9. **ADJOURNMENT: 309pm**

Saddle Creek Community Services District

Regular Meeting of February 19, 2019

AGENDA SUPPORTING DATA

7. DISCUSSION AND ACTION ITEMS

- a. Update on the Development of the Pavement Management Program and Performance of the 2018 Road Improvement Project

Recommended Motion

No specific action is recommended at this time. This item is presented for Board discussion and direction to staff, if any.

Background

The Board has directed the preparation of a pavement management plan to identify asphalt treatments and roads to be maintained and improved over the next 5+ years. Project Engineer Peter Rei of Willdan will be in attendance to discuss the work progress.

Mr. Rei will also be discussing the appearance of some asphalt cracking occurring in a portion of the Saddle Creek Roundabout; potential causes and solutions.

Saddle Creek Community Services District

Regular Meeting of February 19, 2019

AGENDA SUPPORTING DATA

7. DISCUSSION AND ACTION ITEMS

b) Declare Specific Equipment as Surplus and Authorize its Sale

Recommended Motion

I move to declare the 2007 Arctic Cat Utility Vehicle, VIN 4UFO7M-PU57T301949 as surplus and authorize its sale.

Background

The District has adopted a policy that equipment declared as surplus must be designated as such by the Board of Directors, then may be sold at public bid. Staff has determined that the above described equipment is surplus to our needs and should be sold, in accordance with District policy.

SADDLE CREEK COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Disposal of Surplus Property or Equipment

POLICY NUMBER: ~~To be Determined~~

ADOPTED: July 18, 2017

AMENDED: February 19, 2019

3085.1 Sale of Surplus Equipment.

3085.1.1 Board of Directors takes action to declare equipment surplus.

3085.1.2 Item is advertised, ~~listed online, with an auction service or through the County surplus process~~ for sale with notation of location/hours/days it can be seen and deadline date for submission of ~~sealed~~ bids. (Advertisement/~~listing~~ also notes that the ~~District reserves the right to reject any or all bids,~~ equipment is sold AS IS.)

3085.1.3 ~~Sealed bids are opened at the next Regular Board Meeting and action is taken by the Board to accept or reject highest bid.~~ The General Manager ~~may be~~ delegated the authority to open, accept the highest bid, extend bid deadlines, re-bid and reject bids.

3085.1.4 Bidders are notified of ~~Board's~~ the District's action.

3085.1.5 Junked Certificates ~~are~~ may be obtained for vehicles that are sold to protect the District from liability.

3085.2 Sale of Real Estate:

3085.2.1 Board takes action to declare property surplus and authorizes District staff to obtain appraisal.

3085.2.2 Property is offered to public agencies at the appraised price. (State law requires that public agencies have the opportunity to purchase property prior to advertisement to the general public.)

3085.2.3 If property is not purchased by a public agency, it is advertised ~~in the newspaper as~~ required with a request that sealed bids be submitted to the District.

3085.2.4 Board takes action at ~~the next regular~~ a Board Meeting to accept or reject highest bid.

3085.2.5 Bidders are notified of the Board's action.

RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT AMENDING THE DISPOSAL OF SURPLUS PROPERTY AND EQUIPMENT POLICY

WHEREAS, on July 18, 2017 the District adopted a policy regarding the disposal of surplus property or equipment; and

WHEREAS, the policy as adopted requires the conventional advertisement of surplus equipment for public bids and the District has determined that several additional options exist for selling surplus equipment that save time, money and may secure higher bids for such items; and

WHEREAS, an amendment to the District policy is necessary to allow more flexibility in disposal of surplus District equipment.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Saddle Creek Community Services District does hereby approve the following amended policy language:

3085.1 Sale of Surplus Equipment.

3085.1.1 Board of Directors takes action to declare equipment surplus.

3085.1.2 Item is advertised, listed online, with an auction service or through the County surplus process for sale with notation of location/hours/days it can be seen and deadline date for submission of bids. (Advertisement/listing also notes that the equipment is sold AS IS.)

3085.1.3 The General Manager is delegated the authority to open, accept the highest bid, extend bid deadlines, re-bid and reject bids.

3085.1.4 Bidders are notified of the District's action.

3085.1.5 Junked Certificates may be obtained for vehicles that are sold to protect the District from liability.

3085.2 Sale of Real Estate:

3085.2.1 Board takes action to declare property surplus and authorizes District staff to obtain appraisal.

3085.2.2 Property is offered to public agencies at the appraised price. (State law requires that public agencies have the opportunity to purchase property prior to advertisement to the general public.)

3085.2.3 If property is not purchased by a public agency, it is advertised as required with a request that sealed bids be submitted to the District.

3085.2.4 Board takes action at a Board Meeting to accept or reject highest bid.

3085.2.5 Bidders are notified of the Board's action.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Saddle Creek Community Services District on February 19, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Peter Kampa, Secretary

Darlene DeBaldo, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Peter Kampa, the duly appointed and acting Secretary of the Board of Directors of the Saddle Creek Community Services District, do hereby declare that the foregoing RESOLUTION NO. 2019- 01 was duly passed and adopted at a Regular Meeting of the Board of Directors of the Saddle Creek Community Services District duly called and held on February 19, 2019.

DATED: _____

RESOLUTION NO. 2019-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT APPROVING A LEASE/PURCHASE AGREEMENT WITH JOHN DEERE FINANCIAL

WHEREAS, Saddle Creek Community Services District (District) has a need for a compact utility tractor, and

WHEREAS, the 2018-2019 Adopted Budget includes \$55,000.00 in Capital Outlay and \$12,300 in lease payments for the lease purchase of said compact utility tractor and accessories, and

WHEREAS, it is more advantageous for the District to lease rather than purchase said compact utility tractor.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Saddle Creek Community Services District does hereby approve as follows:

1. To lease a compact utility tractor described as 2018 JOHN DEERE Model 4052R; VIN #1LV4052RkJJ402261 including a 2018 Frontier AV20E 62” Root Grapple and a 2018 Frontier BB4278 Heavy Hyd Box Blade from Deere Credit, Inc. pursuant to the terms of a certain lease agreement as annexed hereto.
2. That the officers of the District are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of an and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.
3. That any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deed of the District

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Saddle Creek Community Services District on February 19, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Peter Kampa, Secretary

Darlene DeBaldo, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Peter Kampa, the duly appointed and acting Secretary of the Board of Directors of the Saddle Creek Community Services District, do hereby declare that the foregoing RESOLUTION NO. 2019-02 was duly passed and adopted at a Regular Meeting of the Board of Directors of the Saddle Creek Community Services District duly called and held on February 19, 2019.

DATED: _____



LEASE PURCHASE AGREEMENT

<u>LESSEE'S NAME AND PHYSICAL ADDRESS</u>			
SADDLE CREEK COMMUNITY SERVICES DISTRICT 1000 SADDLE CREEK DR COPPEROPOLIS, CA 95228-9493	LESSEE'S TAX ID NUMBER **_*9119	LESSEE'S PHONE NO. 209-785-0100	TYPE OF BUSINESS Municipality
LESSEE RESIDES IN (County/State) CALAVERAS, CA		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER DARLENE LONG-DEBALDO - President			

<u>LESSOR'S NAME AND ADDRESS</u>	
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945	PHONE NUMBER 888-777-2560

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<u>EQUIPMENT LEASED</u>					
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	JOHN DEERE	4052R COMPACT UTILITY TRACTOR	COPPEROPOLIS, CA	CALAVERAS	No

ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
1LV4052RKJJ402261		0	\$892.88	\$43,531.80	

Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	Frontier	AV20E 62" Root Grapple	COPPEROPOLIS, CA	CALAVERAS	No

ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
1XFAV20ECJ0001594		0	\$82.05	\$3,999.73	

Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	Frontier	BB4278 Heavy Hyd Box Blade	COPPEROPOLIS, CA	CALAVERAS	No

ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
1XFBB42XCJ0000887		0	\$76.35	\$3,722.49	

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001	Settlement Nbr: 12778204	Equipment Type: Golf Commercial	Application ID: 12778204	Version Number: 3	02/11/2019 02:55 PM	Page 1 of 6
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Revision Date: 18 November 2018



LEASE PAYMENTS

LEASE TERM START DATE: February 1, 2019
 LEASE TERM END DATE: February 1, 2024

The first Lease Payment Due Date is February 1, 2019 and each successive Lease Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
60	\$1,051.30	\$0.00	\$1,051.30	February 01, 2019

Amortization Schedule

Nominal Annual Rate		5.75%			
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	February 1, 2019	\$1,051.30	\$0.00	\$1,051.30	\$53,918.64
2	March 1, 2019	\$1,051.30	\$258.36	\$792.94	\$53,125.70
3	April 1, 2019	\$1,051.30	\$254.56	\$796.74	\$52,328.96
4	May 1, 2019	\$1,051.30	\$250.74	\$800.56	\$51,528.40
5	June 1, 2019	\$1,051.30	\$246.91	\$804.39	\$50,724.01
6	July 1, 2019	\$1,051.30	\$243.05	\$808.25	\$49,915.76
7	August 1, 2019	\$1,051.30	\$239.18	\$812.12	\$49,103.64
8	September 1, 2019	\$1,051.30	\$235.29	\$816.01	\$48,287.63
9	October 1, 2019	\$1,051.30	\$231.38	\$819.92	\$47,467.71
10	November 1, 2019	\$1,051.30	\$227.45	\$823.85	\$46,643.86
11	December 1, 2019	\$1,051.30	\$223.50	\$827.80	\$45,816.06
12	January 1, 2020	\$1,051.30	\$219.54	\$831.76	\$44,984.30
13	February 1, 2020	\$1,051.30	\$215.55	\$835.75	\$44,148.55
14	March 1, 2020	\$1,051.30	\$211.55	\$839.75	\$43,308.80
15	April 1, 2020	\$1,051.30	\$207.52	\$843.78	\$42,465.02
16	May 1, 2020	\$1,051.30	\$203.48	\$847.82	\$41,617.20
17	June 1, 2020	\$1,051.30	\$199.42	\$851.88	\$40,765.32
18	July 1, 2020	\$1,051.30	\$195.33	\$855.97	\$39,909.35
19	August 1, 2020	\$1,051.30	\$191.23	\$860.07	\$39,049.28
20	September 1, 2020	\$1,051.30	\$187.11	\$864.19	\$38,185.09
21	October 1, 2020	\$1,051.30	\$182.97	\$868.33	\$37,316.76
22	November 1, 2020	\$1,051.30	\$178.81	\$872.49	\$36,444.27
23	December 1, 2020	\$1,051.30	\$174.63	\$876.67	\$35,567.60
24	January 1, 2021	\$1,051.30	\$170.43	\$880.87	\$34,686.73
25	February 1, 2021	\$1,051.30	\$166.21	\$885.09	\$33,801.64
26	March 1, 2021	\$1,051.30	\$161.97	\$889.33	\$32,912.31
27	April 1, 2021	\$1,051.30	\$157.70	\$893.60	\$32,018.71
28	May 1, 2021	\$1,051.30	\$153.42	\$897.88	\$31,120.83
29	June 1, 2021	\$1,051.30	\$149.12	\$902.18	\$30,218.65
30	July 1, 2021	\$1,051.30	\$144.80	\$906.50	\$29,312.15
31	August 1, 2021	\$1,051.30	\$140.45	\$910.85	\$28,401.30
32	September 1, 2021	\$1,051.30	\$136.09	\$915.21	\$27,486.09
33	October 1, 2021	\$1,051.30	\$131.70	\$919.60	\$26,566.49
34	November 1, 2021	\$1,051.30	\$127.30	\$924.00	\$25,642.49
35	December 1, 2021	\$1,051.30	\$122.87	\$928.43	\$24,714.06
36	January 1, 2022	\$1,051.30	\$118.42	\$932.88	\$23,781.18
37	February 1, 2022	\$1,051.30	\$113.95	\$937.35	\$22,843.83
38	March 1, 2022	\$1,051.30	\$109.46	\$941.84	\$21,901.99
39	April 1, 2022	\$1,051.30	\$104.95	\$946.35	\$20,955.64
40	May 1, 2022	\$1,051.30	\$100.41	\$950.89	\$20,004.75
41	June 1, 2022	\$1,051.30	\$95.86	\$955.44	\$19,049.31
42	July 1, 2022	\$1,051.30	\$91.28	\$960.02	\$18,089.29
43	August 1, 2022	\$1,051.30	\$86.68	\$964.62	\$17,124.67
44	September 1, 2022	\$1,051.30	\$82.06	\$969.24	\$16,155.43
45	October 1, 2022	\$1,051.30	\$77.41	\$973.89	\$15,181.54
46	November 1, 2022	\$1,051.30	\$72.74	\$978.56	\$14,202.98

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DOC7001

Settlement Nbr: 12778204
 Application ID: 12778204

Equipment Type: Golf Commercial
 Version Number: 3

02/11/2019 02:55 PM

Page 2 of 6

Revision Date: 18 November 2018



Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
47	December 1, 2022	\$1,051.30	\$68.06	\$983.24	\$13,219.74
48	January 1, 2023	\$1,051.30	\$63.34	\$987.96	\$12,231.78
49	February 1, 2023	\$1,051.30	\$58.61	\$992.69	\$11,239.09
50	March 1, 2023	\$1,051.30	\$53.85	\$997.45	\$10,241.64
51	April 1, 2023	\$1,051.30	\$49.07	\$1,002.23	\$9,239.41
52	May 1, 2023	\$1,051.30	\$44.27	\$1,007.03	\$8,232.38
53	June 1, 2023	\$1,051.30	\$39.45	\$1,011.85	\$7,220.53
54	July 1, 2023	\$1,051.30	\$34.60	\$1,016.70	\$6,203.83
55	August 1, 2023	\$1,051.30	\$29.73	\$1,021.57	\$5,182.26
56	September 1, 2023	\$1,051.30	\$24.83	\$1,026.47	\$4,155.79
57	October 1, 2023	\$1,051.30	\$19.91	\$1,031.39	\$3,124.40
58	November 1, 2023	\$1,051.30	\$14.97	\$1,036.33	\$2,088.07
59	December 1, 2023	\$1,051.30	\$10.01	\$1,041.29	\$1,046.78
60	January 1, 2024	\$1,051.30	\$5.02	\$1,046.28	\$0.50

TERMS AND CONDITIONS

1. **Lease Term: Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.
2. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
4. **Ownership; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
5. **Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affects the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) remove any non-financed accessory or device which is not otherwise prohibited under subsection (d) above before lease expiration or earlier termination, without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Settlement Nbr: 12778204

Equipment Type: Golf Commercial

Application ID: 12778204

Version Number: 3

02/11/2019 02:55 PM

Page 3 of 6

Revision Date: 18 November 2018



6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and if you are in default of subsection (d) of Section 5 above the Termination Value as of the date of such default; (i) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE



fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights" and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 522 of Article 2A of the Uniform Commercial Code.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

SADDLE CREEK COMMUNITY SERVICES DISTRICT

By:

(Date Signed)

DARLENE LONG-DEBALDO, President

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Settlement Nbr: 12778204

Equipment Type: Golf Commercial

Application ID: 12778204

Version Number: 3

02/11/2019 02:55 PM

Page 5 of 6

Revision Date: 18 November 2018



Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Settlement Nbr: 12778204

Equipment Type: Golf Commercial

Application ID: 12778204

Version Number: 3

02/11/2019 02:55 PM

Page 6 of 6

Revision Date: 18 November 2018





JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	02/01/2019
Total Due:	\$1,051.30
Purchase Order Number:	

Billing Address:	Updated Billing Information:
SADDLE CREEK COMMUNITY SERVICES DISTRICT 1000 SADDLE CREEK DR COPPEROPOLIS, CA 95228-9493	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Manufacturer	Model	Product ID	Due Date	Payment	Sales/Use Tax	Security Deposit	Total Due At Signing
JOHN DEERE	4052RLV	1LV4052RKJJ402261	02/01/2019	\$1,051.30	\$0.00	\$0.00	\$1,051.30

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 828-8297 Fax: (800) 254-0020	Deere Credit, Inc. Attn: Acct. Dept.- ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE PURCHASE AGREEMENT DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every dishonored check will result in a fee of \$25.00 or an amount not to exceed the highest amount permitted by law.





JOHN DEERE FINANCIAL

Automatic Payment Enrollment

How to Enroll – There are two easy options available for enrollment:

- Sign up today online by visiting our website at myjdfaccount.com , **OR**
- Complete and sign this authorization form and send to us:
 - Fax – 800-826-9527
 - Email - JDFCustomerService@JohnDeere.com
 - Mail -

John Deere Financial
 ATTN: Payment Specialist
 PO BOX 5327
 Madison, WI 53705

Please write legibly and provide all information requested.

Bank Account Information - Please see page 2 of the form for instructions.

Name of Financial Institution: _____

City & State: _____

Name of Person or Entity on Bank Account: _____

9 digit Routing / Transit #: _____ Bank Account Number: _____

Type of Account: Checking Savings

John Deere Financial Account Number / App ID #	John Deere Financial Accountholder Name	Accountholder Phone Number	I request automatic payments to begin with my payment starting in the month of:
12778204	SADDLE CREEK COMMUNITY SERVICES DISTRICT	209-785-0100	02/01/2019

JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, (“the Company”), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Bank Account Owner Signature

Date Bank Account Owner Phone Number



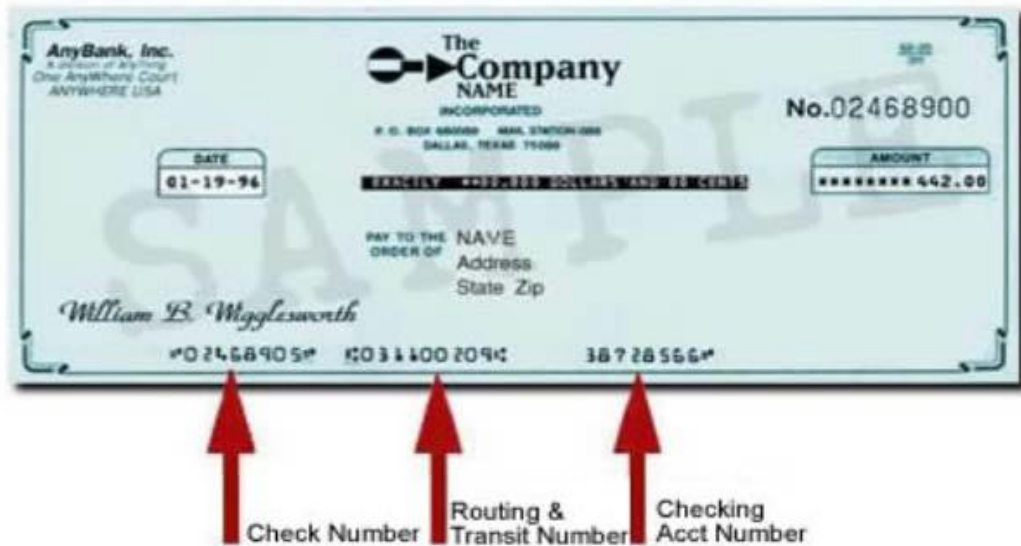


JOHN DEERE FINANCIAL

Sample Personal Check



Sample Business Check





LESSEE:	SADDLE CREEK COMMUNITY SERVICES DISTRICT 1000 SADDLE CREEK DR, COPPEROPOLIS, CA 95228-9493
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

SADDLE CREEK COMMUNITY SERVICES DISTRICT

By:

(Date Signed)

DARLENE LONG-DEBALDO, President





LESSEE:	SADDLE CREEK COMMUNITY SERVICES DISTRICT 1000 SADDLE CREEK DR, COPPEROPOLIS, CA 95228-9493
----------------	---

LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
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LIABILITY INSURANCE on the Lease Purchase Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
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Mailing Address of Agency:	Fax Number of Agency:
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PHYSICAL DAMAGE INSURANCE on the Lease Purchase Agreement will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
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Mailing Address of Agency:	Fax Number of Agency:
----------------------------	-----------------------

If an insurance certificate is available, in place of the above information, it should be provided to:

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 6 of the Lease Purchase Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of the Lease Purchase Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

SADDLE CREEK COMMUNITY SERVICES DISTRICT

By:

(Date Signed)

DARLENE LONG-DEBALDO, President

