

REGULAR AGENDA

City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF MAY 12, 2020

TO: MAYOR AND CITY COUNCIL
FROM: KENNA WEST, CITY MANAGER
SUBJECT: TEMPORARY COVID19 EMERGENCY LEAVE POLICY

ISSUE

Shall the City Council adopt the attached Temporary Novel Coronavirus/COVID19 Emergency Leave Policy?

RECOMMENDATION:

Adopt the attached Temporary Novel Coronavirus/COVID19 Emergency Leave Policy.

SUMMARY AND BACKGROUND

The Families First Coronavirus Response Act requires that employers provide certain benefits should an employee be unable to work due to the COVID19 pandemic. The attached Temporary Novel Coronavirus/COVID19 Emergency Leave Policy encapsulates those requirements and will act in addition to the City's Employee Handbook and the Collective Bargaining Agreement.

FACTS AND FINDINGS

1. The Families First Coronavirus Response Act requires additional employee benefits be put in place to protect an employee who may be unable to work due to the COVID19 pandemic.
2. The attached document encapsulates those requirements into one temporary policy that, once adopted, will apply to all employees of the City of Willamina and complies with the Families First Coronavirus Response Act.
3. The policy will automatically terminate on December 31, 2020, unless the City of Willamina continues the policy in writing.

Proposed Motion: I move that the City Council adopt the attached Temporary Novel Coronavirus/COVID19 Emergency Leave Policy.

KENNA L. WEST

Kenna L. West, City Manager

Attachments: Temporary Novel Coronavirus/COVID19 Emergency Leave Policy

CITY OF WILLAMINA

Temporary Novel Coronavirus/COVID-19 Emergency Leave Policy

In response to changes in federal law (the Families First Coronavirus Response Act) the City of Willamina issues the following temporary policy. This policy goes into effect May 13, 2020, and ends on December 31, 2020, unless specified below or unless City of Willamina announces a continuation of this policy in writing. The City also notes that this situation is still evolving and additional amendments and revisions to this policy may be necessary

This policy does not replace City of Willamina's existing policies on sick leave, contained with the Employee Handbook or the Collective Bargaining Agreement and should be read in conjunction with those policies. Questions about this policy should be directed to the City Manager or Finance Manager.

The City of Willamina is not presently covered by Oregon's Family Leave Act (OFLA) because the City does not employ 25 employees.

Paid Sick Leave for COVID-19 Issues

If an employee is unable to work or telework due a qualifying reason related to the COVID-19 pandemic, they will be eligible to take paid leave as described below. All employees are eligible for this type of leave. This leave is in addition to paid leave employees accrue under City of Willamina's Sick Leave Policy or the Collective Bargaining Agreement; employees' accrued sick leave banks will not be withdrawn from for leave taken under this policy.

Qualifying Reasons for COVID-19 Paid Sick Leave

- (1) *Quarantine* — to comply with a federal, Oregon, or local quarantine or isolation order related to COVID-19. This does not include situations where a city or county orders its residents to "shelter in place".
- (2) *Self-Quarantine* — to self-quarantine, if the employee has been advised to do so by a local healthcare provider.
- (3) *Diagnosis or Treatment* — to obtain a medical diagnosis or treatment if the employee is experiencing symptoms of COVID-19.
- (4) *Care for a Quarantined Individual* — to care for an individual required to be quarantined or advised to be quarantined.
- (5) *Child Care* — to care for an employee's son or daughter if the son or daughter's school or child care provider has been closed or is unavailable due to COVID-19-related issues.
- (6) *Substantially Similar Care* — to care for a substantially similar condition, as determined by the secretary of health and human services.

“Son or daughter” – For purposes of this paid sick leave, a “son or daughter” is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and “incapable of self-care because of a mental or physical disability” at the time FMLA leave is to commence.

Accrual of and Requesting COVID-19 Paid Sick Leave

Full-time employees will receive 80 hours of COVID-19 Paid Sick Leave. The number of hours of COVID-19 Paid Sick Leave available to part-time employees depends on the number of hours the employee is scheduled to work during a two-week period, and may be calculated using the average number of hours worked in the six months leading up to the leave’s start. As an example, if a part-time employee works, on average, 20 hours per week, the employee would be entitled to 40 hours of COVID-19 Paid Sick Leave.

Any unused COVID-19 Paid Sick Leave will not carry over into 2021. Employees will not be paid the value of any unused COVID-19 Paid Sick Leave if they quit, retire, or are terminated.

Although COVID-19 Paid Sick Leave is available to employees after April 1, 2020, employees must follow City of Willamina’s call in requirement for regular sick leave. Under City of Willamina’s call-in procedure, you must keep your supervisor informed of your condition and anticipated date of return to work on a daily basis, unless you receive approval from the City Manager to be absent until a specific date.

Further, employees will be expected to provide verification of the need for COVID-19 Paid Sick Leave, as follows:

- (1) *Quarantine* — A copy of the order from a federal, Oregon, or local government entity requiring quarantine or isolation relating to COVID-19. This order must include the Employee’s name or other identifying information sufficient to allow City of Willamina to conclude that the order affects a particular employee.
- (2) *Self-Quarantine* — Written verification of the need to self-quarantine from the employee’s healthcare provider.
- (3) *Diagnosis or Treatment* — Written verification from the employee’s health care provider of the employee’s effort to receive a medical diagnosis for COVID-19 or treatment if the employee is experiencing symptoms of COVID-19.
- (4) *Care for a Quarantined Individual* — A copy of the order or other documentation from a federal, Oregon, or local government regarding the individual that the employee is caring for’s requirement to be quarantined that includes the individual’s name, or written verification of the need to quarantine from that individual’s health care provider.
- (5) *Child Care* — No verification required for school closures due to COVID-19 issues if evidence of closure is publicly available. Written verification from the

child care provider about its/his/her unavailability to provide child care due to COVID-19-related issues.

- (6) *Substantially Similar Care* — Written verification of the employee's need to stay home from work from the employee's health care provider.

Caps on Value of COVID-19 Paid Sick Leave

For leave due to reasons (1), (2) or (3), above, an employee will earn the employee's regular rate of pay, capped at \$511 per day, for a maximum of \$5,110 (over a two-week period).

For leave due to reasons (4), (5) or (6), above, an employee will earn 2/3 of the employee's regular rate of pay, capped at \$200 per day, for a maximum of \$2,000. Note, however, that additional paid leave may be available to employees who take School Closure Leave, discussed below.

Employees who receive COVID-19 Paid Sick Leave may supplement this pay with accrued sick leave or vacation time to meet their full salary expectations, but they will not be paid from both COVID-19 Paid Sick Leave and vacation/sick leave for the same hours.

Family Medical Leave Act for School Closures

Employees who have met the eligibility requirements below are eligible to receive unpaid time off when the employee is unable to work (or telework) due to a need to care for a son or daughter if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.

The leave of absence available under this policy, under FMLA, will be referred to as "School Closure Leave". If not specifically addressed in this policy, all other provisions in Willamina's Family Leave Policy apply.

Definitions

"Son or daughter" – For purposes of FMLA leave, a "son or daughter" is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence.

"Place of care" includes child care providers, and means a provider who receives compensation for providing child care services on a regular basis,

"School" means elementary or secondary school. Community college, university, college, or other post-secondary schools are not included.

Eligibility Requirements

FMLA: Employees who have worked for the City in the 30 calendar days leading up to the start of the School Closure Leave.

Length of Leave

FMLA: Up to 12 weeks of leave, to be taken any time during the period of April 1, 2020, and December 31, 2020. If a FMLA leave under this policy is started on December 1, 2020 (for example), the employee will not be allowed to continue the leave past December 31, even if the employee still has available FMLA leave.

Employees who have already exhausted 12 weeks of FMLA leave in the City's rolling 12-Month Period may not be eligible to take an additional 12 weeks of School Closure Leave, depending on the employee's eligibility under FMLA.

Notice and Verification

FMLA: Where the necessity for public health emergency leave is foreseeable, an employee shall provide the employer with as much notice as practicable.

No verification is required for school closures due to a public health emergency if evidence of closure is publicly available. Written verification from the "place of care" about its/his/her unavailability to provide child care due to a public health emergency is required.

Benefits During Leave

FMLA: The first ten days of leave are unpaid; employees may, however, use COVID-19 Paid Sick Leave or any other accrued paid leave during this period. After the first ten days of School Closure Leave, and for each day thereafter, the City will provide paid leave calculated at two-thirds of an employee's regular rate of pay and the number of hours the employee would otherwise be normally be scheduled to work. Paid leave will not exceed \$200 per day, or \$10,000 in the aggregate.

Employees who receive School Closure Leave may supplement their pay with accrued COVID-19 Paid Sick Leave, or sick leave or vacation time under the City's policies, to meet their full salary expectations, but they will not be paid from both School Closure Leave and COVID-19/vacation/sick leave for the same hours.

If an employee is on approved School Closure Leave the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved School Closure Leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the School Closure Leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a School Closure Leave. The leave period, however, will be treated as continuous service (i.e.,

no break in service) for purposes of vesting and eligibility to participate in Willamina's benefit plans.

Job Protection

Employees returning to work from School Closure Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring School Closure Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated School Closure Leave period, reinstatement may not be available unless the law requires otherwise.

No-Retaliation

City of Willamina will issue discipline, up to and including termination, to anyone who retaliates against an employee who asks about, requests or uses COVID-19 Paid Sick Leave.

Sick Leave Abuse

Abuse of sick leave is considered a serious matter. If the City of Willamina determines that an employee has abused sick leave, the employee will be subject to termination

Adopted May 12, 2020

**City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF MAY 12, 2020**

TO: MAYOR AND CITY COUNCIL

FROM: KENNA WEST, CITY MANAGER

SUBJECT: RESOLUTION 19-20-006 ADOPTING A SUPPLEMENTAL BUDGET

ISSUE

Shall City Council approve Resolution 19-20-006 adopting a supplemental budget that increases the adopted budget to allow receipt of revenues that were not anticipated in the adopted budget, expenditure of those unanticipated revenues, and reallocation of various other line items contained within the adopted budget?

RECOMMENDATION:

Staff recommends approval of Resolution 19-20-006

SUMMARY AND BACKGROUND

The City applied for and received five grants as follows:

1. Yamhill County Economic Development Grant – A development code revision grant in the sum of \$20,674.00;
2. Grant Young Memorial Grant – A grant relating to development and planning in the sum of \$1,000 which is to be used as part of the “match” for the Yamhill County Economic Development Grant;
3. A grant from the Oregon Community Foundation for the renovation of our Library in the sum of \$20,000;
4. Small City Allotment grant from the Oregon Department of Transportation in the sum of \$100,000 to complete an overlay on Fir Street;
5. Nike Community Impact Fund grant through the Oregon Community Foundation in the sum of \$18,500, for the purchase and installation of handicap play equipment for our Tina Miller Park; and
6. A joint application between the City and the Willamina Civic Club for a food pantry grant from the Ford Family Foundation in the sum of \$10,000 to respond to the needs of our community due to layoffs from the COVID19 pandemic.

In addition, the City saw an increase in development in the early part of the fiscal year which has resulted in an unexpected increase in planning fee revenue in the sum of \$14,000, along with the sales of a surplus tractor, donations to our Museum, and additional CCRLS funding paid to our Library.

To respond to the COVID19 pandemic, management is requesting reallocation of the unexpected funds from planning fees, the funds from the surplus tractor sale, and the balance remaining from the Council Community Project line to the Community Assistance line to enable the City to continue to respond to and assist our community during the COVID19 pandemic crisis. The additional donation and revenue funds for the Library will be used in part to fund a project to provide books and media from our Library to those who are homebound due to COVID19 restrictions.

In addition to the above, the City has a number of reallocation requests due to other unforeseen circumstances. These reallocations alone do not require a supplemental budget process, but, as an option at the discretion of the City, they may become a part of the supplemental budget process.

FACTS AND FINDINGS

1. The City applied for and received a number of grants including the following: a Yamhill County Economic Development Grant, a Grant Young Memorial Grant, an Oregon Community Foundation Grant, an ODOT Small City Allotment Grant, a Nike Community Impact Fund Grant through the Oregon Community Foundation, and in a joint effort with the Willamina Civic Club, a food pantry grant from the Ford Family Foundation.
2. The City saw an unexpected increase in development in the early part of the fiscal year which resulted in an unexpected increase in planning fee revenue, which the City would like to use along with the funds from the sale of a surplus tractor, to continue to assist our community during the COVID19 pandemic crisis.
3. The Museum and Library have also received donations and/or additional funds that City management would like to utilize this fiscal year for the continued maintenance and renovation for both facilities and in the provision of services. In particular, in the Library, the City will be coordinating assistance to our community that are homebound due to COVID19 restrictions so that they have access to books and media from the Library.
4. ORS 294.480 allows a governing body to make a supplemental budget for the fiscal year when a condition which had not been ascertained at the time of the preparation of the budget for the current year occurs.
5. In addition, although a supplemental budget process is not required for reallocation of monies within Funds, as the City is required to proceed with a supplemental budget for the grant revenues and expenditures, and unexpected revenue increases, the City has a number of reallocation requests due to unforeseen circumstances which management wishes to include in the

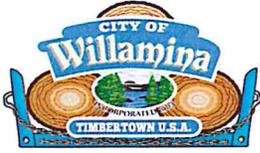
supplemental budget process. These reallocation requests are described in the attachment to the attached Resolution 19-20-006.

6. Approval of Resolution 19-20-006 would adopt the supplemental budget that includes new line items, increases the adopted budget to allow receipt of grant revenues, planning fee revenues, and other revenues that were not anticipated in the adopted budget and expenditure of those unanticipated revenues; as well as reallocation of various other line items contained within the adopted budget.

Proposed Motion: *I move to approve Resolution 19-20-006 adopting a supplemental budget and allowing reallocations within Funds to the adopted budget.*

Kenna L. West
Kenna L. West, City Manager

Attachments:
Exhibit A – Resolution 19-20-006



Mayor Ila Skyberg

Council Members:

*Rita Baller, Council President
Bob Burr
Craig Johnson
Roberta Lawson
Theresa McKnight
April Wooden*

City Management:

*City Manager: Kenna L. West
Accounting Manager: Scott Clark
Public Works Director: Jeff Brown
Library Manager: Sarah Frost*

BEFORE THE COUNCIL OF THE CITY OF WILLAMINA SITTING FOR THE TRANSACTION OF BUSINESS

RESOLUTION NUMBER 19-20-006

A Resolution of the Willamina City Council Authorizing Appropriations Amending the Fiscal Year 2019-2020 Budget and reallocating funds within Funds for the Fiscal Year 2019-2020.

WHEREAS, a supplemental budget is the appropriate mechanism to reallocate funds from Contingency and/or between line items due to circumstances that were not known at the beginning of the year; and

WHEREAS, this supplemental budget makes adjustments to the current year's budget by a reallocation of funds between line items and from Contingency to line items within all funds due to unforeseen increases in revenues and expenses; and

WHEREAS, the supplemental budget public hearing was advertised at City Hall, at the City Library, at the US Post Office, and on the City website; and

WHEREAS, The City Council held a public hearing on the proposed supplemental budget on May 12, 2020; and

WHEREAS, ORS 294.463 allows a governing body to transfer appropriations within a Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLAMINA THAT a first supplemental budget to the

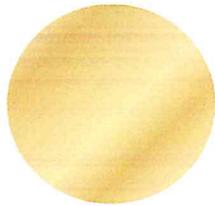
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2019-2020 adopted budget and the appropriations and reallocations found within the attached Exhibit A, First Supplemental Budget and Reallocation, attached hereto and made a part hereof; are hereby adopted and that this resolution shall become effective immediately upon adoption.

PASSED and ADOPTED by the City Council of the City of Willamina this **12th** day of **May, 2020**.



Ila Skyberg, Mayor

ATTEST:

Debbie Bernard, Deputy City Recorder

Attachment: Exhibit A – First Supplemental Budget and Reallocation

**City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF MAY 12, 2020**

TO: MAYOR AND CITY COUNCIL
FROM: KENNA WEST, CITY MANAGER
SUBJECT: RECOLOGY WESTERN OREGON RATE ADJUSTMENT

ISSUE

Shall the City Council adopt Resolution 19-20-007 approving the proposed 2020-2021 Rate Adjustment for Recology Western Oregon.

RECOMMENDATION:

Adopt Resolution 19-20-007.

SUMMARY AND BACKGROUND

In accordance with City of Willamina Ordinance Number 551, Recology Western Oregon has submitted its annual rate analysis and requested a rate adjustment of 2.9% in accordance with the March 2020 Consumer Price Index (CPI). Due to the current COVID19 pandemic, Recology Western Oregon recommends deferral of the rate adjustment until at least August 1, 2020, with the option to adjust the date should the State not return to normal operations by that time. In addition, Recology Western Oregon has confirmed with staff that they are not canceling service due to non-payment, nor are they sending non-paying clients to collections, but rather they are working with those clients to coordinate payment plans.

FACTS AND FINDINGS

1. Recology Western Oregon, in compliance with City of Willamina Ordinance Number 551, has provided the Council with a proposed rate adjustment in the amount of 2.9%. This is based on the March 2020 CPI.
2. Due to the effects of the COVID19 pandemic, Recology Western Oregon has recommended a deferral of the rate adjustment until August 1, 2020, with the option to adjust that date should the State not return to normal operations by that time.
3. In addition, due to the effects of the COVID19 pandemic, Recology Western Oregon has confirmed with City staff that they are not canceling service nor sending clients to collections for non-payment, but rather are working with those clients to set up payment plans.

Proposed Motion: I move that the City Council adopt Resolution 19-20-007.

KENNA L. WEST

Kenna L. West, City Manager

Attachment: Resolution 19-20-007 (and its attachments)



Mayor Ila Skyberg

Council Members:

*Rita Baller, Council President
Bob Burr
Craig Johnson
Roberta Lawson
Theresa McKnight
April Wooden*

City Management:

*City Manager: Kenna L. West
Finance Manager: Scott Clark
Public Works Director: Jeff Brown
Library Director: Sarah Frost*

BEFORE THE COUNCIL OF THE CITY OF WILLAMINA SITTING FOR THE TRANSACTION OF BUSINESS

RESOLUTION NUMBER 19-20-007

A Resolution of the Willamina City Council Approving the proposed 2020-2021 Rate Adjustment for Recology Western Oregon.

WHEREAS, Recology Western Oregon is the franchise holder for the provision of solid waste collection services in the City of Willamina; and

WHEREAS, City of Willamina Ordinance Number 551 authorizes the franchise and confirms the terms and conditions of the franchise including the process for requesting rate adjustments; and

WHEREAS, Recology Western Oregon has submitted a proposed rate adjustment in accordance with the term as authorized by City of Willamina Ordinance Number 551; and

WHEREAS, a public hearing on the proposed rate adjustment was held on May 12, 2020, and due consideration has been given to all relevant factors;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLAMINA THAT the letter from Recology Western Oregon and rate review report, attached hereto as Exhibit A and by this reference incorporated herein, which together provide the proposed terms of the rate adjustment for solid waste collection services by Recology Western Oregon for the 2020-2021 service year, is approved.

PASSED and ADOPTED by the City Council of the City of Willamina this **12th** day of **May, 2020**.



Ila Skyberg, Mayor

ATTEST:

Debbie Bernard, Deputy City Recorder

Attachment: Exhibit A – Letter and Operation/Projections for 2020-2021

**City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF MAY 12, 2020**

TO: MAYOR AND CITY COUNCIL
FROM: KENNA WEST, CITY MANAGER
SUBJECT: WALKING MAP OF WILLAMINA

ISSUE

Shall City Council approve the use of the attached Walking Map of Willamina?

RECOMMENDATION:

Approve the use of the attached Walking Map of Willamina.

SUMMARY AND BACKGROUND

On March 13, 2019, the Mid-Willamette Valley Council of Governments received an ODOT Transportation Options Sponsorship grant to produce wayfinding maps for the cities of Willamina, Independence, and Lafayette, as well as a wayfinding kiosk for the City of Dallas.

The Willamina wayfinding map represents the sixth in a series for our region and is designed to provide a cohesive, identifiable look for our region and to attract visitors to come and explore. Over the past year, the COG planning, GIS, and administrative staff have worked with City staff to create this walking map for your approval.

This map will become an integral part of the larger joint wayfinding project that is currently in process with the cities of Sheridan and Grand Ronde. These wayfinding maps have led to additional funding for improvements to routes, including kiosks, signs, and benches for other cities. Staff hopes that these maps, in addition to providing a lovely walking route throughout our beautiful City, will, along with the final designs for our regional wayfinding project, provide visual support for future grant applications for the manufacturing and placement of wayfinding signage throughout our region.

The Council of Governments has taken the lead on these waking maps of Willamina and we know they will continue provide our beautiful City with information and assistance on grant opportunities for wayfinding improvements as the opportunities arise.

FACTS AND FINDINGS

1. The Mid-Willamette Valley Council of Governments received an ODOT Transportation Options Sponsorship grant to produce a wayfinding map for the City of Willamina and produced the attached walking map of Willamina using those grant funds.
2. The attached walking map will be used by the City in welcome and tourism packages to promote the beauty of our area. In addition, these maps, along with the final designs from our WVVA wayfinding project will be used to support grant applications for the manufacture and placement of wayfinding signage.

Proposed Motion: *I move to approve the use of the attached Walking Map of Willamina.*

Kenna L. West

Kenna L. West, City Manager

Memorandum

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

100 HIGH STREET S. E. SALEM, OREGON 97301-3667

TELEPHONE: (503)588-6177

FAX: (503)588-6094

To: Willamina City Council
From: Lisa Brosnan, MWVCOG Planner
Date: May 12, 2020
Subject: Wayfinding Brochure

On March 13, 2020, the Mid-Willamette Valley Council of Governments received an ODOT Transportation Options Sponsorship grant to produce wayfinding maps for the cities of Willamina, Independence, and Lafayette, as well as a wayfinding kiosk for the City of Dallas.

The Willamina wayfinding map represents the sixth in a series for our region and is designed to provide a cohesive, identifiable look for the area and to attract visitors to come and explore. Over the past year, the COG planning, GIS, and administrative staff have worked with City staff to create this walking map for your approval.

We hope this is just the first step in a wayfinding program for the City of Willamina. These wayfinding maps have led to additional funding for improvements to routes, including kiosks, signs, and benches. The Council of Governments will provide the City of Willamina information on grant opportunities for wayfinding improvements as the opportunities arise.

**Walk Willamina
Points of Interest**

1. City Hall - House of administration for the City of Willamina.
2. Library - In the 1930s, a group of local women turned a shelf of books in a corner of O.C. Yoakam's feed store into a lending library and volunteered their time to staff it. The Willamina Public Library is now part of the Chemeketa Cooperative Regional Library Service.
3. Willamina Museum - See the first and only Wooden Jail Door with Steel Bars.
4. Hampton Park/Huddleston Pond - A local area attraction that offers views of geese and bird wildlife in a pond setting. The Fishing Pond is stocked by the Oregon Dept. of Fish and Wild Life.
5. Wildwood Hotel - Built in the early 1900s as the Commercial Hotel, the Wildwood hosted men who had come west to work in the logging industry or at the town's flourishing brick plant.
6. Old Bank Building - Offers shopping after having a tasty lunch at the adjacent Wildwood Restaurant.
7. Galloping Goose - The Galloping Goose train car was built in 1923 and carried passengers, mail, and freight between Willamina and Grand Ronde. It was so named because of the honking sound of its horn and the way it appeared to "waddle" down the tracks.
8. West Valley Campus - A Community Center where yoga classes, food preparation classes, and local musicians' concerts are offered.
9. The Garden Spot - A perfect location to stop and relax over brown bag lunch in the Gazebo enjoying the view of the Willamina Creek.

**Walk Willamina
Points of Interest**

1. City Hall - House of administration for the City of Willamina.
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3. Willamina Museum - See the first and only Wooden Jail Door with Steel Bars.
4. Hampton Park/Huddleston Pond - A local area attraction that offers views of geese and bird wildlife in a pond setting. The Fishing Pond is stocked by the Oregon Dept. of Fish and Wild Life.
5. Wildwood Hotel - Built in the early 1900s as the Commercial Hotel, the Wildwood hosted men who had come west to work in the logging industry or at the town's flourishing brick plant.
6. Old Bank Building - Offers shopping after having a tasty lunch at the adjacent Wildwood Restaurant.
7. Galloping Goose - The Galloping Goose train car was built in 1923 and carried passengers, mail, and freight between Willamina and Grand Ronde. It was so named because of the honking sound of its horn and the way it appeared to "waddle" down the tracks.
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Walk Willamina



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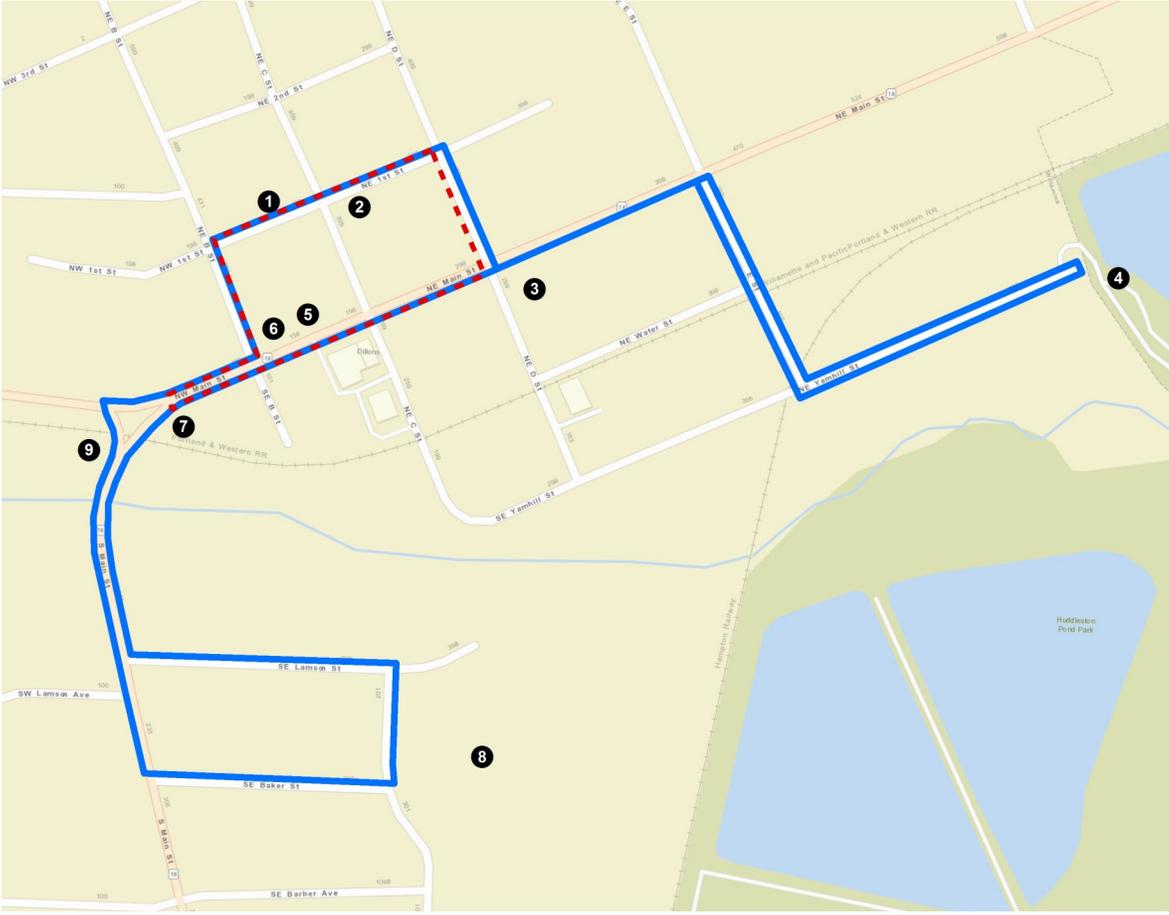
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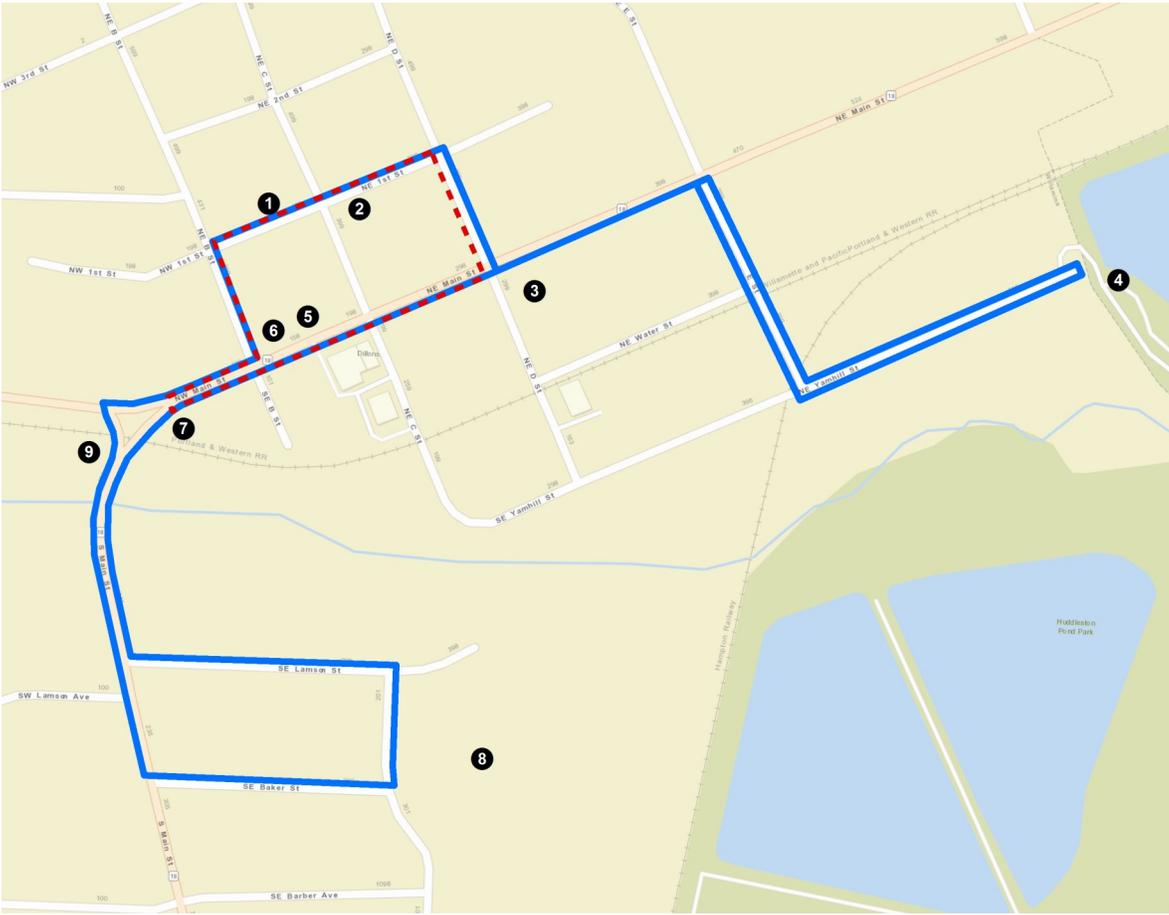
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Walk Willamina - Points of Interest

- 1. City Hall
 - 2. Library
 - 3. Willamina Historical Museum
 - 4. Hampton Park/Huddleston Pond
 - 5. Wildwood Hotel
 - 6. Old Bank/Mercantile
 - 7. Galloping Goose
 - 8. West Valley Campus
 - 9. Garden Spot
- Red Loop = 0.4 miles**
Blue Loop = 1.5 miles
 See back page for more details



Walk Willamina - Points of Interest

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- Red Loop = 0.4 miles**
Blue Loop = 1.5 miles
 See back page for more details

**City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF MAY 12, 2020**

TO: MAYOR AND CITY COUNCIL

FROM: KENNA L. WEST, CITY MANAGER

SUBJECT: AGREEMENT FOR POLICE SERVICES WITH YAMHILL COUNTY

ISSUE

Shall the City Council authorize the Mayor and City Manager to execute the attached Agreement, and any necessary amendment, for Police Services with Yamhill County on behalf of the City of Willamina?

RECOMMENDATION:

Authorize the Mayor and City Manager to execute the attached Agreement, and any necessary amendment, for Police Services with Yamhill County on behalf of the City of Willamina.

SUMMARY AND BACKGROUND

The City of Willamina (CITY) has historically contracted with Yamhill County (COUNTY) to provide police services to the CITY. Community members and City staff have been pleased with the services provided by the Yamhill County Sheriff's Department and with the deputies contracted to the City.

The CITY does not have the capacity to employ its own law enforcement officers and the COUNTY is able to provide those services to the CITY at an affordable rate.

Attached hereto is the proposed Agreement between the COUNTY and the CITY. The COUNTY has recently advised of the reassignment of a long-term deputy from the CITY to a "Rural" position. The CITY's newly assigned deputy is not as experienced as the CITY's long-term deputy and, thus, the contract reflects a rate of 4/12 (rather than 6/12) for that deputy. The CITY has the option to request the long-term deputy back after 6-months and should the CITY do so, the contract may be amended at that time to reflect the pay and experience level of the long-term deputy. This would result in a new designation of 6/12 with an increased monthly payment being due from the CITY for the remaining months of the contract in which the CITY received the services of the more experienced deputy.

FACTS AND FINDINGS

1. The CITY has historically contracted with the COUNTY to provide its police services.
2. The community and CITY have been pleased with the services provided by the Yamhill County Sheriff's Department and with the deputies contracted to the City.
3. The attached Agreement provides for two deputies with one deputy being ranked as a 4/12 on the pay scale. Should the CITY choose to recall it's long-term experienced deputy after 6 months, it is understood that the CITY will agree to a revised contract to reflect the pay and experience level of the long-term deputy resulting in a 6/12 designation and an increased monthly payment.
4. With the City Council's approval the Mayor and City Manager can execute the attached Agreement and continue the services of the Yamhill County Sheriff's Department for the CITY's police services. In addition, this approval will allow the Mayor and City Manager to execute any necessary amendment to the contract to reflect the changes outlined in Facts and Findings Item 3 above. Once fully executed this document will create an agreement between the COUNTY and the CITY for those police services and both parties will be obligated to comply with the terms of that contract.

Proposed Motion: I move that the City Council authorize the Mayor and City Manager to sign the attached Agreement, and any necessary amendment, for Police Services on behalf of the City of Willamina.

Kenna L. West

Kenna L. West, City Manager

Attachments: Agreement for Police Services, 2020-2021

AGREEMENT FOR POLICE SERVICES (City of Willamina 2020-2021)

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties, to be effective July 1, 2020 by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon ("the County") and the **CITY OF WILLAMINA**, a municipal corporation of the State of Oregon ("the City").

RECITALS

- A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B. The City desires to continue to contract with the County for Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2020 through June 30, 2021.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2020. NOW, THEREFORE,

AGREEMENT

In exchange for the mutual promises and obligations as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The County agrees to provide police protection within the corporate limits of the City to the extent and in the manner described in this section. The police services shall encompass duties and enforcement functions of those normally undertaken by Yamhill County Sheriff's Office under the statutes of the State of Oregon. Such services shall include public safety, criminal law enforcement, issuing of citations based on City ordinances, traffic enforcement, preparation of police reports and/or attendance at council meetings, and related services that are within the legal authority of the Sheriff to provide.

SECTION 2. MANAGEMENT BY COUNTY. Subject to applicable bargaining agreements and law, the rendition of such service, standards of performance, discipline of officers, personnel issues, and other matters incident to the performance of such services shall be subject to the control of the County. However, if the City is unhappy with any such items, the parties will attempt to resolve the dispute through a joint meeting of a representative of the Sheriff's Office and the City Manager. In addition, management of deputies by the County will be subject to the following:

- a. **County to provide monthly schedule.** Deputies assigned to the City shall maintain schedules on a monthly basis which will set forth the time deputies spend within the City.
- b. **Scheduling of Deputies.** The City shall recommend the schedule to the extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for deputies assigned to provide police services under this agreement but retains ultimate authority to schedule.

- c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The City will communicate desired target areas to County's supervisor. The supervisor will use all reasonable efforts to fulfill the City's request.
- d. **Deputies shall do Paperwork in the City.** The County and deputies assigned to the City will use every reasonable effort to perform report-writing and other office-based functions of law enforcement in the City to maximize the number of hours which the assigned deputies remain within the City.

SECTION 3. COUNTY FURNISHES LABOR AND MATERIALS; CITY FURNISHES OFFICE SPACE. For the purpose of performing these functions, County and City shall provide the following:

- a. **County's Requirements.** The County shall furnish and supply all labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services described in Section 1, including any necessary secretarial or record keeping services.
- b. **City's Requirements.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

SECTION 4. PERSONNEL COMMITMENTS.

- a. **Full-Time Equivalent (FTE) Assigned to the City.** The County shall provide **TWO (2.0)** patrol deputy full time equivalent positions. All County personnel assigned to provide services under this agreement will be certified by DPSST to perform the services described in Section 1.
- b. **Full-Time Equivalent (FTE) Defined.** As used in this section, an FTE means a full-time equivalent position. One (1) FTE constitutes approximately 2,080 hours per year, less time used for the following purposes: leaves authorized by the collective bargaining agreement or state or federal law; court time; training time related to maintenance or enhancement of proficiency; and any other function directly related to job performance as an employee of the County.
- c. **Extra Personnel to the City; Temporary Absence from the City.** When available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies assigned to the City will not be sent out of the City to surrounding calls, unless it is necessary for the deputies to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy.
- d. **City Representatives Authorized to Request Emergency Patrols.** The City Manager is authorized to request special or emergency patrols or response by the Sheriff, and the Sheriff will abide by the request if adequate personnel, in the Sheriff's sole determination, is available; provided, however that the City shall reimburse the County at the County's cost for personnel time spent on special or emergency patrols or responses requested and provided under this

paragraph.

- e. **Authority to Reallocate Time or Share Deputies by Separate Agreement between Authorized Representatives of Cities.** The City and the County recognize that the County has separate police services agreements with the City and the City of Sheridan. On occasion, authorized City representatives appointed under subsection (d) may determine County deputies assigned to work under one city's police services agreement should be shared with the other city. For example, the authorized representatives may agree that a patrol deputy on duty within the City should patrol areas or respond to calls within the City of Sheridan, and vice versa. The County agrees to exercise its best efforts when providing services under this agreement to comply with any mutual, written agreement of authorized representatives of the City and the City of Sheridan to temporarily reassign or share patrol deputies; **provided, however**, both cities shall be required to pay the County the compensation stated in their respective police services agreements without offset or recomputation for time a deputy assigned to one city spends in another.

SECTION 5. PERSONNEL EMPLOYED BY THE COUNTY. All persons employed in the performance of this agreement shall be County employees. The County acts as an independent contractor under this agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services herein for the City. Except as otherwise specified herein, the City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of the employee's employment with the County. The County shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.

SECTION 6. THE CITY'S RECIPROCAL INDEMNIFICATION. The County, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the City, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reason of any act of the City, its officers, agents, and employees.

SECTION 7. THE COUNTY'S RECIPROCAL INDEMNIFICATION. The City, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the County, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the County hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees, by reason of any act of the County, its officers, agents, and employees.

SECTION 8. TERM AND TERMINATION OF AGREEMENT.

- a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2020 through June 30, 2021.
- b. **Termination for Any Reason.** Either party may terminate this agreement on ninety (90) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

SECTION 9. COMPENSATION BY CITY.

- a. For the period July 1, 2020 to June 20, 2021, the City will pay to the County, for performance of the duties identified in Section 1, the sum of **\$299,654.95**, in monthly installments of **\$24,971.25**, due by the 15th day of the month in which services were provided.
- b. The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30.

SECTION 10. TRANSFER OF ORDINANCE ENFORCEMENT AUTHORITY. Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to Yamhill County Sheriff’s Office. For the limited purpose of compliance with applicable city charters, the City upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

SECTION 11. INCORPORATION. The introductory paragraph and recitals appearing at the beginning of this agreement are hereby incorporated into and made a part of this agreement as if fully set forth herein.

DONE the dates set forth adjacent to the signatures below.

CITY OF WILLAMINA, OREGON

YAMHILL COUNTY, OREGON

ILA SKYBERG, Mayor

TIM SVENSON, Sheriff

Date: _____

Date: _____

ATTEST:

ATTEST:

KENNA WEST, City Manager

CASEY KULLA, Chair
Board of Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
CHRISTIAN BOENISCH, County Counsel

Date: _____

**YAMHILL COUNTY SHERIFF'S OFFICE
2020-2021 DEPUTY COSTING**

POSITION	RANGE/	BASE	MOS.	AMOUNT	CERT /LONG	TOTAL	HEALTH	RETIR	FICA	MEDICARE	ACCID		UNEMP	W/C	Time	TOTAL
	STEP	SALARY					INS				Disability Ins	INS	INS	ASSESS.	Loss	
Deputy	12/4	5920.19	12	71,042	6,394	77,436	20,197	19,529	4,801	1,123	323	2,780	77	25	77	126,369
					9%											
						6,695		1,688	415	97	323	240	7		7	9,472
Deputy	12/6	6497.95	12	77,975	7,018	84,993	20,197	21,435	5,270	1,232	323	3,051	85	25	85	136,697
					9%											
						7,348		1,853	456	107	323	264	7		7	10,365
						176,472	40,394	44,506	10,941	2,559	1,292	6,335	176	50	176	\$282,903
PERSONNEL COSTS (2 Deputies)	263,065.94															
OVERTIME 10hrs/month	19,837.00															
VEHICLE COSTS 50 miles @ .57 x 264 days Equipment -Radar	15,048.00															
UNIFORMS FTE * \$71/mo.)	1,704.00															
TOTAL COST	\$299,654.95															
Cost per month	\$24,971.25															
Health & Life Insurance	20,197.0000			2019-2020		\$289,043.38	3.54%									
Retirement	0.2522															
FICA	0.0620															
Medicare	0.0145															
Disability Insurance	323.0000															
Accident Insurance	0.0359															
Unemployment Insurance	0.0010															
Worker's Comp. Assessment	25.0000															
Time Loss	0.0010															

**City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF MAY 12, 2020**

TO: MAYOR AND CITY COUNCIL
FROM: KENNA WEST, CITY MANAGER
SUBJECT: RESOLUTION 19-20-008 – LEASE OPTION AGREEMENT

ISSUE

Shall the City Council adopt Resolution 19-20-008 approving the lease option agreement to purchase a street sweeper and authorizing the City Manager to execute the necessary documents?

RECOMMENDATION:

Adopt Resolution 19-20-008.

SUMMARY AND BACKGROUND

On March 10, 2020, the City Council at a regularly scheduled and duly noticed Council Meeting authorized the City Manager to execute a Lease with option to purchase a street sweeper for the City's use.

The City's Finance Manager has coordinated the financing of the lease option through Leasing 2, Inc. A copy of the proposed Agreement is attached hereto. The Agreement and all exhibits to that Agreement have been reviewed by the City's contract attorney and, other than the addition of required Oregon Statutory language, which is also attached hereto as proposed Exhibit J to the Agreement, the Agreement meets the approval of that attorney.

Leasing 2, Inc. has asked the City to formalize their March 10, 2020 decision in a Resolution. That Resolution, numbered 19-20-008 is attached hereto.

FACTS AND FINDINGS

1. On March 10, 2020, the City Council at a regularly scheduled and duly noticed Council Meeting authorized the City Manager to execute a Lease with option to purchase a street sweeper for the City's use.
2. The City's Finance Manager has coordinated the financing of the lease option through Leasing 2, Inc. That company has asked for a Resolution formalizing the Council's March 10, 2020 decision. That Resolution is attached hereto and numbered 19-20-008.

Proposed Motion: I move that the City Council adopt Resolution 19-20-008.

Kenna L. West

Kenna L. West, City Manager

Attachments: Resolution 19-20-008, Lease Agreement, Proposed Exhibit J



Mayor Ila Skyberg

Council Members:

*Rita Baller, Council President
Bob Burr
Craig Johnson
Roberta Lawson
Theresa McKnight
April Wooden*

City Management:

*City Manager: Kenna L. West
Finance Manager: Scott Clark
Public Works Director: Jeff Brown
Library Director: Sarah Frost*

BEFORE THE COUNCIL OF THE CITY OF WILLAMINA SITTING FOR THE TRANSACTION OF BUSINESS

RESOLUTION NUMBER 19-20-008

A Resolution of the Willamina City Council Approving the Lease Option Agreement to purchase a street sweeper and authorizing the City Manager to execute that Agreement.

WHEREAS, on March 10, 2020, at a duly noticed, regular meeting of the City of Willamina City Council, that Council did authorize the City Manager to execute purchase documents for the lease option purchase of a street sweeper; and

WHEREAS, The City of Willamina City Council has determined that a true and very real need exists for the acquisition of the street sweeper which is the subject of the Agreement between the City of Willamina and Leasing 2, Inc; and

WHEREAS, The City of Willamina City Council has determined that the street sweeper will be used solely for essential governmental functions and not for private business use; and

WHEREAS, The City of Willamina has taken necessary steps, including, without limitation to compliance with legal binding requirements, under application law to arrange for the acquisition of the street sweeper;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLAMINA THAT the terms of the lease option agreement and escrow agreement are in the best interest of the City of Willamina for the

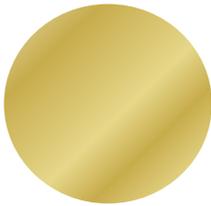
An Equal Opportunity Employer

411 N.E. "C" Street, Willamina, Oregon 97396-2783 Telephone: (503) 876-2242 / Fax: (503) 876-1121

www.willaminaoregon.gov

acquisition of the street sweeper, and the City Council designates and confirms the City Manager, Kenna West, to execute and deliver, the lease option agreement and escrow agreement and any related documents necessary to the consummation of the transactions contemplated by the lease option agreement and escrow agreement.

PASSED and ADOPTED by the City Council of the City of Willamina this **12th** day of **May, 2020**.



Ila Skyberg, Mayor

ATTEST:

Debbie Bernard, Deputy City Recorder

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing lease option agreement and escrow agreement is the same as presented at the May 12, 2020 meeting of the City of Willamina City Council.

Debbie Bernard, Deputy City Recorder

Dated: _____

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Willamina
411 NE C Street
Willamina, OR 97396

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of April 25, 2020

This Lease-Purchase Agreement (the "Agreement") dated as of April 25, 2020 by and between Leasing 2, Inc. ("Lessor"), and City of Willamina ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Oregon ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.
Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein; (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and
- (c) Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: City of Willamina

Execute:

By: _____

Kenna West

Title: _____

City Manager

Date: _____

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Kenna West**, hereby certify that I am duly qualified and acting **City Manager, of City of Willamina** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **April 25, 2020** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$178,234.74**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$178,234.74**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **City of Willamina**

By: _____
Kenna West

Title: _____
City Manager

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Schwarze A4 Storm Street Sweeper (Demo) with Isuzu Chassis, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

_____ 500 SE Adams Street _____

_____ Willamina, OR 97396 _____

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Willamina**

By:

_____ Kenna West _____

Title:

_____ City Manager _____

Date:

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: City of Willamina
 EQUIPMENT COST: \$178,234.74
 COMMENCEMENT DATE: 4/25/2020
 INTEREST RATE: 2.98%

PAYMENT					PURCHASE
NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PRICE*
1	9/25/2020	\$3,232.65	\$2,221.40	\$1,011.25	\$183,365.11
2	10/25/2020	\$3,232.65	\$439.57	\$2,793.08	\$180,404.21
3	11/25/2020	\$3,232.65	\$432.65	\$2,800.00	\$177,438.41
4	12/25/2020	\$3,232.65	\$425.70	\$2,806.95	\$174,467.68
5	1/25/2021	\$3,232.65	\$418.74	\$2,813.91	\$171,492.03
6	2/25/2021	\$3,232.65	\$411.76	\$2,820.89	\$168,511.45
7	3/25/2021	\$3,232.65	\$404.76	\$2,827.89	\$165,525.92
8	4/25/2021	\$3,232.65	\$397.75	\$2,834.90	\$162,535.44
9	5/25/2021	\$3,232.65	\$390.72	\$2,841.93	\$159,540.00
10	6/25/2021	\$3,232.65	\$383.67	\$2,848.98	\$156,539.60
11	7/25/2021	\$3,232.65	\$376.60	\$2,856.05	\$153,534.21
12	8/25/2021	\$3,232.65	\$369.52	\$2,863.13	\$150,523.85
13	9/25/2021	\$3,232.65	\$362.42	\$2,870.23	\$147,508.49
14	10/25/2021	\$3,232.65	\$355.30	\$2,877.35	\$144,488.14
15	11/25/2021	\$3,232.65	\$348.16	\$2,884.49	\$141,462.77
16	12/25/2021	\$3,232.65	\$341.01	\$2,891.64	\$138,432.39
17	1/25/2022	\$3,232.65	\$333.83	\$2,898.82	\$135,396.97
18	2/25/2022	\$3,232.65	\$326.64	\$2,906.01	\$132,356.53
19	3/25/2022	\$3,232.65	\$319.43	\$2,913.22	\$129,311.05
20	4/25/2022	\$3,232.65	\$312.21	\$2,920.44	\$126,260.51
21	5/25/2022	\$3,232.65	\$304.97	\$2,927.68	\$123,204.92
22	6/25/2022	\$3,232.65	\$297.70	\$2,934.95	\$120,144.26
23	7/25/2022	\$3,232.65	\$290.42	\$2,942.23	\$117,078.52
24	8/25/2022	\$3,232.65	\$283.13	\$2,949.52	\$114,007.70
25	9/25/2022	\$3,232.65	\$275.81	\$2,956.84	\$110,931.78
26	10/25/2022	\$3,232.65	\$268.48	\$2,964.17	\$107,850.77
27	11/25/2022	\$3,232.65	\$261.12	\$2,971.53	\$104,764.64
28	12/25/2022	\$3,232.65	\$253.75	\$2,978.90	\$101,673.40
29	1/25/2023	\$3,232.65	\$246.37	\$2,986.28	\$98,577.03
30	2/25/2023	\$3,232.65	\$238.96	\$2,993.69	\$95,475.53
31	3/25/2023	\$3,232.65	\$231.53	\$3,001.12	\$92,368.88
32	4/25/2023	\$3,232.65	\$224.09	\$3,008.56	\$89,257.08
33	5/25/2023	\$3,232.65	\$216.63	\$3,016.02	\$86,140.12
34	6/25/2023	\$3,232.65	\$209.15	\$3,023.50	\$83,017.99
35	7/25/2023	\$3,232.65	\$201.65	\$3,031.00	\$79,890.69
36	8/25/2023	\$3,232.65	\$194.13	\$3,038.52	\$76,758.19
37	9/25/2023	\$3,232.65	\$186.59	\$3,046.06	\$73,620.51
38	10/25/2023	\$3,232.65	\$179.04	\$3,053.61	\$70,477.62
39	11/25/2023	\$3,232.65	\$171.46	\$3,061.19	\$67,329.52
40	12/25/2023	\$3,232.65	\$163.87	\$3,068.78	\$64,176.20
41	1/25/2024	\$3,232.65	\$156.26	\$3,076.39	\$61,017.65
42	2/25/2024	\$3,232.65	\$148.63	\$3,084.02	\$57,853.86
43	3/25/2024	\$3,232.65	\$140.98	\$3,091.67	\$54,684.82
44	4/25/2024	\$3,232.65	\$133.31	\$3,099.34	\$51,510.54
45	5/25/2024	\$3,232.65	\$125.62	\$3,107.03	\$48,330.98
46	6/25/2024	\$3,232.65	\$117.92	\$3,114.73	\$45,146.16
47	7/25/2024	\$3,232.65	\$110.19	\$3,122.46	\$41,956.06

48	8/25/2024	\$3,232.65	\$102.45	\$3,130.20	\$38,760.66
49	9/25/2024	\$3,232.65	\$94.68	\$3,137.97	\$35,559.96
50	10/25/2024	\$3,232.65	\$86.90	\$3,145.75	\$32,353.96
51	11/25/2024	\$3,232.65	\$79.10	\$3,153.55	\$29,142.63
52	12/25/2024	\$3,232.65	\$71.28	\$3,161.37	\$25,925.98
53	1/25/2025	\$3,232.65	\$63.43	\$3,169.22	\$22,704.00
54	2/25/2025	\$3,232.65	\$55.57	\$3,177.08	\$19,476.68
55	3/25/2025	\$3,232.65	\$47.69	\$3,184.96	\$16,244.00
56	4/25/2025	\$3,232.65	\$39.79	\$3,192.86	\$13,005.96
57	5/25/2025	\$3,232.65	\$31.87	\$3,200.78	\$9,762.55
58	6/25/2025	\$3,232.65	\$23.94	\$3,208.71	\$6,513.76
59	7/25/2025	\$3,232.65	\$15.98	\$3,216.67	\$3,259.59
60	8/25/2025	\$3,232.65	\$7.98	\$3,224.67	\$0.00
Grand Totals		\$193,959.00	\$15,724.26	\$178,234.74	

LESSEE: **City of Willamina**

By: _____
Kenna West

Title: _____
City Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **April 25, 2020**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20____.

2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Willamina**

By: _____
Kenna West

Title: _____
City Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **April 25, 2020**.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **April 25, 2020**, between **Leasing 2, Inc.** and **City of Willamina**, leasing the personal property described in Exhibit D to such Lease. This confirms and affirms that such equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Kenna West, City Manager

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **April 25, 2020**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Willamina** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Willamina**

By: _____
Kenna West

Title: _____
City Manager

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **City of Willamina** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement, dated as of **April 25, 2020**, between **Leasing 2, Inc.** ("Lessor") and **City of Willamina** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Willamina** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 14833
Reading, PA 19612

LESSEE: **City of Willamina**

By: _____
Kenna West

Title: _____
City Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **City of Willamina**
411 NE C Street
Willamina, OR 97396

RE: INSURANCE COVERAGE REQUIREMENTS (**Check one**):

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Kenna West

Title: _____
City Manager

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: Schwarze A4 Storm Street Sweeper (Demo) with Isuzu Chassis

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: City of Willamina

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 93-6002281

Business Structure (check one): City Government: _____ County Government: _____ Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

City of Willamina

By: _____
Kenna West

Its: City Manager

Exhibit J

The following paragraphs include, without limitation, standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes Chapter 279B and the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235. As such, to the extent applicable under State law, these paragraphs apply to this Agreement. This Agreement hereby incorporates by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

1. Payment for Labor or Material

Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

2. Contributions to the Industrial Accident Fund

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

3. No Liens or Claims

Contractor shall not permit any lien or claim to be filed or prosecuted against the State or Oregon or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

4. Income Tax Withholding

Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

5. Payment of Claims by City

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this contract. The City's payment of a claim under this Paragraph shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

6. Hours of Labor

Contractor shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

7. Hours of Labor

Contractor is a subject employer that will comply with ORS 656.017. Contractor warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this Paragraph. (ORS 279B.230)

8. Medical Care for Employees

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care services or other needed care and attention incident to the sickness or injury of Contractor's employee(s), of all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. (ORS 279B.230)"

Lessor: Leasing 2, Inc.

Lessee: City of Willamina

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Yamhill County Sheriff's Office
Crime Summary for WILLAMINA
From 4/1/2020 to 4/30/2020**

City	UCR Description	4/2/2019 to 5/1/2019	4/1/2020 to 4/30/2020	Percentage Change	YTD	Prior Year
WILLAMINA						
Part 1						
	Aggravated Assault	0	2		2	4
	Arson	0	0		1	2
	Burglary-Business	1	0			1
	Burglary-Non-Residence	0	0		2	1
	Burglary-Residence	2	1	-50.00 %	3	8
	Larceny	5	1	-80.00 %	14	55
	Motor Vehicle Theft-Auto	1	0		1	6
	Part 1 Total	9	4	-55.56 %	23	77
Part 2						
	All Other	3	0		5	14
	Disorderly Conduct	1	0		3	11
	Drug Laws	7	2	-71.43 %	9	32
	DUII	3	0		1	12
	Forgery	1	0			2
	Fraud	1	0		1	6
	Liquor Laws	0	0		1	2
	Runaway	0	0			5
	Sex Offenses	1	0			7
	Simple Assault	2	3	50.00 %	10	37
	Trespass/Prowler	3	2	-33.33 %	7	11
	Vandalism	1	2	100.00 %	4	32
	Weapons	0	1		2	4
	Part 2 Total	23	10	-56.52 %	43	175
Part 3						
	All Other	7	1	-85.71 %	14	104
	Non-Reportable Offenses	20	10	-50.00 %	44	137
	Part 3 Total	27	11	-59.26 %	58	241
	Total For WILLAMINA	59	25	-57.63 %	124	493

YEARLY SCHEDULE OF EVENTS

Year

2020

1

Yearly Schedule of Events

January 2020

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

01/01/20 (Wed)	New Year's Day	holiday
01/20/20 (Mon)	Martin Luther King Jr. Day	holiday
01/14/20 (Tues)	Appoint a Budget Officer	note
01/14/20 (Tue)	City Council Regular Meeting	meeting
01/22/20 (Tues)	Planning Commission Work Session	meeting
01/23/20 (Thu)	Planning Commission Regular Meeting	meeting
01/29/20 (Wed)	Appoint a Budget Committee	-

February 2020

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

February

02/11/20 (Tue)	City Council Regular Meeting	meeting
02/12/20 (Wed)	Lincoln's Birthday	holiday
02/14/20 (Fri)	Valentines Day	holiday
02/17/20 (Mon)	President's Day	holiday
02/27/20 (Thurs)	Planning Commission Regular Meeting	meeting

March 2020

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March

03/10/20 (Tue)	City Council Regular Meeting	meeting
03/08/20 (Sun)	Daylight Saving (move clocks ahead 1 hour)	holiday
03/17/20 (Tue)	St. Patrick's Day	holiday
03/19/20 (Thu)		
03/26/20 (Thu)	Planning Commission Meeting CANCELED	meeting

April 2020

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April

04/13/20 (Mon)	Public First and Second Notice Budget	meeting
04/13/20 (Mon)	City Council Regular Meeting Phone/Web	meeting
04/22/20 (Wed)	Earth Day	holiday
04/23/20 (Thu)	Planning Commission CANCELED	meeting
04/15/20 (Wed)	SEI Filing Deadline	note

May 2020

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May

05/25/20 (Mon)	Memorial Day	holiday
05/10/20 (Sun)	Mother's Day	holiday
05/20/20 (Wed)	Budget Hearing	meeting

June 2020

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June

06/09/20 (Tues)	City Council Regular Meeting	meeting
06/25/20 (Thurs)	Planning Commission Regular Meeting	meeting
06/14/20 (Sun)	Flag Day	holiday
06/21/20 (Sun)	Father's Day	holiday