Pager purchase cegraenet.

Correy Stereman.

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Roundup

Roundup

The most trusted herbicide in the world.

August 10, 1993

Mr. Duane Cole City Manager City of Newberg 414 E. 2nd Street Newberg, OR 97132

Subject:

Lease Purchase Agreement #14264

Dear Mr. Cole:

Enclosed please find a complete copy of the original documentation for your record.

I would like to thank you for doing business with the Associates Commercial Corporation. Also, if you have any suggestions for improving our service, please let us know at 1-800-421-4779. Thank you again.

Sincerely,

Lisa Jenkins

Senior Staff Assistant

/lj Enclosures

# FOURMENT I FASE DUDCHAS

#### **EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lessee: (Name and Address)	
City of Newberg	
414 E. 2nd Street	
Newberg, OR 97132	

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

- 1. TERM. This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue until the expiration date (the "Expiration Date") set forth in Schedule A attached hereto (the "Lease Term").
- 2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in Schedule A. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule A and thereafter on the subsequent dates set forth in Schedule A. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease 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 limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of
- 3. DELIVERY AND ACCEPTANCE. Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and inspected. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate (in the form provided by Lessor) upon delivery of the Equipment.
- 4. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, that LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY 625689 Rev. 8-90

Lease	No.	1	l 4	264
Lease	NO.	-	•	

Lessor: (Name and Address)

Associates Commercial Corporation

300 E. John Carpenter Freeway

Irving, TX 75062-2726

REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY. CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT. OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

- 5. RETURN OF EQUIPMENT. Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of this Lease pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessor's option, return the Equipment to Lessor to any location in the continental United States designated by Lessor.
- 6. NON-APPROPRIATION OF FUNDS; NON-SUBSTITU-TION. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify Lessor or its assignee in writing of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, or accruing or arising prior to, such termination. In the event of such termination. Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease and this Lease shall not terminate under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section will not be construed so as to permit Lessee to terminate this Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or

services performing functions similar to the functions of the Equipment, and, if this Lease terminates pursuant to this Section, Lessee agrees that during the fiscal period immediately following the fiscal period in which such termination occurs it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

7. REPRESENTATIONS, COVENANTS AND WARRANTIES. Lessee represents, covenants and warrants as of the date hereof and at all times during the Lease Term that: (i) Lessee is a state or a fully constituted political subdivision thereof, or its obligations hereunder constitute obligations issued on behalf of a state or a political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will do or cause to be done all things necessary to preserve and keep in full force and effect (a) its existence and (b) this Lease; (ii) the execution, delivery and performance by the Lessee of this Lease and all documents executed in connection herewith, including, without limitation, Schedule A hereto and the Delivery and Acceptance Certificate referred to in Section 3 hereof (the Lease together with all such documents shall be collectively referred to herein as the "Lease Documents") have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease Documents each constitute a legal, valid and binding obligation of the Lessee enforceable in accordance with their respective terms; (iv) no additional governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease Documents; (v) Lessee has sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (vi) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (vii) no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than Lessee; and (viii) no portion of the Equipment will be used by an organization described in section 501 (c) (3) of the Code and (ix) this Lease does not constitute an arbitrage obligation within the meaning of section 148 of the Code and is not federally guaranteed within the meaning of section 149(b) of the Code.

Lessee shall deliver to Lessor an opinion of Lessee's counsel in form and substance as set forth herein or as otherwise acceptable to Lessor. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

- 8. TITLE TO EQUIPMENT. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease; provided, however, that (i) in the event of termination of this Lease pursuant to Section 6 hereof, (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor or its assignee in the manner set forth in Section 5 hereof.
- 9. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.
- 10. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

- 11. LOCATION; INSPECTION. The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.
- 12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefor on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.
- 13. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment Date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Concluding Payment set forth in Schedule A opposite such Lease Payment Date. In the event that Lessee is obligated to make such payment pursuant to subparagraph (b) above with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss.
- 14. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.
- 15. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may selfinsure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor or its assigns at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof.

16. INDEMNIFICATION. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions proceedings, expenses, damages or liabilites, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, installation, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to the Lease Documents, the Equipment and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part, and Lessee's rights will be subordinated thereto. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested. Lessee shall retain all notices of assignment and maintain a book-entry record (as referred to in Section 21) which identifies each owner of Lessor's interest in the Lease. Upon Lessee's receipt of written notice of Lessor's assignment of all or any part of its interest in the Lease, Lessee agrees to attorn to and recognize any such assignee as the owner of Lessor's interest in this Lease, and Lessee shall thereafter make such payments, including without limitation such Lease Payments, as are indicated in the notice of assignment, to such assignee.

18. EVENT OF DEFAULT. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith was false, misleading, or erroneous in any material respect; (iv) Lessee becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee and is not dismissed or fully stayed within twenty (20) days after the filing or institution thereof; (v) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (vi) an attachment, levy or execution is threatened or levied upon or against the Equipment.

19. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice

to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts otherwise payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

20. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee, and provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment date set forth in Schedule A hereto by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth in Schedule A opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee AS IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, except Lessor will warrant that the Equipment is free and clear of any liens created by Lessor.

21. TAX ASSUMPTION; COVENANTS. The parties assume that Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in Schedule A under the column captioned "Interest Portion."

Lessee covenants that it will (i) register this Lease and transfers thereof in accordance with section 149(a) of the Code and the regulations thereunder, (ii) timely file a statement with respect to this Lease in the required form in accordance with section 149(e) of the Code, (iii) not permit the property financed by this Lease to be directly or indirectly used for a private business use within the meaning of section 141 of the Code, (iv) not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result, and (v) not take any action which results in this Lease becoming, and will take any reasonable action to prevent this Lease from becoming (a) an arbitrage obligation within the meaning of section 148 of the Code or (b) federally guaranteed within the meaning of section 149 of the Code.

Notwithstanding the earlier termination or expiration of this Lease, the obligations provided for in this Section 21 shall survive such earlier termination or expiration.

- 22. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.
- 23. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

24. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by, the laws of the state of the Equipment Location.

25. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

26. ENTIRE AGREEMENT; WAIVER. The Lease Documents

constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 9 day of August 1993

LESSEE: City of Newberg, OR

LESSOR: Associates Commercial Corporation

By: Edward F. Pletzke, II

Fitle: X. City Managers

Title: Vice President

**OPINION OF COUNSEL** 

With respect to that certain Equipment Lease-Purchase Agreement ("Lease") dated 7/30/1993 by and between Lessor and Lessee, I am of the opinion that: (i) Lessee is a tax exempt entity under Section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or

instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lesece X IETENCE D. MAHR

By: X City Attorney

Date: X Quegutt 1993

# SCHEDULE A EQUIPMENT DESCRIPTION

Lease No. 14264

City of Newber	hedule A is executed by Associates erg, OR ("Lessee"), as a supplemen Equipment Lease-Purchase Agreen ("Lease"), between Lessor and Les	t to, and is hereby att nent dated as of	tached to and made a part
Lessor I	nereby leases to Lessee under and pander and pursuant to the Lease the	oursuant to the Lease following items of Eq	and Lessee hereby leases juipment:
QUANTITY	DESCRIPTION (MANUFACTURER, MODE	L AND SERIAL NO.)	SUPPLIER
38	Minitor II Pagers Model HO1UMC1222-C S/N's M thru 8T, 8V thru 8X, 8Z, MD5XTL2D92 thru D99 9F thru 9H, 9J thru 9N, 9P thru 9T, 9V thru 9W	D5XTL2D8L thru 8N, 8P , MD5XTL2D9B thru 9D,	Bear Communications 1020 Northeast 3rd Avenue, Suite 28 Portland, OR 97232
EQUIPMENT LOCA	TION: City of Newberg 414 East 2nd Street Newberg, OR		
Initial Term: _		ment Date: July 30	
Periodic Rent: interest), follow this Lease.	4 Consecutiveannua ved by one final payment of \$2,887	Date:January 1 I Payments of \$2 .78 plus any and all	.887.75 each (including
Dated:	My 30, 1993		
LESSEE: City	of Newberg, OR	LESSOR: Associate	s Commercial Corporation
BY: X On	ane R-Cole	BY: Elling	MASS -
TITLE: X Ca	Ty Manager	Edward F. F TITLE: <u>Vice Preside</u>	•

### ASSOCIATES COMMERCIAL CORPORATION, MUNICIPAL FINANCING SCHEDULE A

Lessee:

City of Newberg, Oregon

Lease Number: 14264

Amount Funded: \$12,449.00

Interest rate:

6.48 %

Lease Payment Number	Lease Payment Date	Lease Payment	Interest Portion	Principal Portion	Concluding Payment
1	1 - Jan-94	\$2,887.75	\$336.12	\$2,551.63	\$9,897.37
2	1 - Jan-95	\$2,887.75	\$641.35	\$2,246.40	\$7,650.97
3	1 - Jan-96	\$2,887.75	\$495.78	\$2,391.97	\$5,259.01
4	1 - Jan-97	\$2,887.75	\$340.78	\$2,546.97	\$2,712.04
5	1 - Jan-98 <sub>-</sub>	\$2,887.78	\$175.74	\$2,712.04	\$1.00
	Totals	\$14,438.78	\$1,989.78	\$12,449.00	

### **DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") as fully installed and in good working condition and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes under the Equipment Lease-Purchase Agreement ("Lease") executed by Lessee and Associates Commercial Corporation ("Lessor") as of the Lease Date set forth below:

LEASE DATE	LEASE NUMBER	SCHEDULE A DATE	DELIVERY NUMBER	PURCHASE DATE	PURCHASE ORDER NO.
7/30/93	14264	7/30/93			Inv. No. 34543

### **EQUIPMENT INFORMATION**

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	SUPPLIER
38	Minitor II Pagers Model H01UMC1222-C S/N's MD5XTL2D8L thru 8N, 8P thru 8T, 8V thru 8X, 8Z, MD5XTL2D92 thru D99, MD5XTL2D9B thru 9D, 9F thru 9H, 9J thru 9N, 9P thru 9T, 9V thru 9W	Bear Communications 1020 Northeast 3rd Avenue, Suite 28 Portland, OR 97232

LESSEE: City of Newberg, OR

TITLE X Col. Ma cons

DATE ACCEPTED: X 7/30/1993

DELACEP1.MRG

### **INCUMBENCY CERTIFICATE**

under the laws of the State that, as of the date hereof, to f Lessee holding the offices signatures set forth opposing signatures, and (ii) such office Equipment Lease-Purchase	("Lessee"), a body corpora of Carees that I have the individuals named below are set forth opposite their respective names are cers have the authority on below.	te and politic duly organized and existing custody of the records of Lessee, and the the duly elected or appointed officers extive names. I further certify that (i) the not titles are their true and authentic half of Lessee to enter into that certain and authentic market are their true and authentic half of Lessee to enter into that certain and authentic market are their true and authentic half of Lessee to enter into that certain and authentic and authentic are their true and authentic and authentic and authentic are their true and authentic are their true and authentic and authentic are their true and authentic and authentic are their true and authentic and authentic are the authentic are a second are the authentic are are the authentic are are also are are are are are also are
NAME	TITLE	SIGNATURE
x Duane R. Cole >	Gy Manager	& Overe Q. Cola
XMichall Spermanx	Fire Chief	x Michael B. Sterman
IN WITNESS WHEREO hereto this \$\frac{1}{20}\$ day of \$\frac{1}{20}\$	F. I have duly executed this Constitution of the constitution of t	ertificate and affixed the seal of Lessee
SEAL		•
	LESSEE: City of	Newberg, OR
	BY: X-Dua.	e R GB
	TITLE: X Chy Max	Yese Secretary/Clerk
INCU-CER.FRM	Hackun!	The France Decedan

We are in need of a Certificate of Insurance for the Municipality listed below. Please complete this form and return to the following:

Associates Commercial Corporation 300 East Carpenter Freeway Irving, Texas 75062-2726 ATTN: Ed Pletzke (214) 541-3313

TRANS NO:	BID:
MUNICIPALITY:	
CONTACT:	PHONE:
EQUIPMENT DESCRIPTION:	
PARENT INSURANCE COMPANY:	Chubb Ins. Co.
ADDRESS: 15 Mountain Vie	ew Rd.
CITY: Warren	STATE: NJ ZIP: 07059
PHONE: 1-(503)-221-4240	
<del></del> -	Huggins Ins. Agency
ADDRESS: PO Box 270	
	STATE: OR ZIP: 97308
	PHONE: 1-(503)-585-2211
	EXPIRATION DATE: 7/1/92 - 7/1/93
\$500.0	000. Primary Ø La 1.5 Mil. DEDUCTIBLE: \$ 1,000.
PHYSICAL DAMAGE AMOUNTS: CON	Real & Contents
	Computer - \$ 987,000. \$ 1,000 Computer - \$ 987,000. \$ 1,000 Computer - \$ 987,000. \$ 1,000
INDICATE IF SELF-INSURED, OR IF PO	
	PHYSICAL DAMAGE: NO BOTH: NO
CONTINUOUS UNTIL END OF LEASE/	

### FACT SHEET

### PLEASE RETURN THIS SHEET WITH THE FINANCIAL STATEMENTS

PROPOSAL NUMBER:	
LEGAL NAME OF ENTITY	City of Newberg
DEPARTMENT USING EQ	UIPMENT: Fire Department
FEDERAL ID NUMBER:	93-6002221
NAME OF COUNTY:	Yamhill
STREET ADDRESS:	Please give complete physical street address. Do not give address with P.O. Box as express delivery will not deliver to it.  City of Newberg - Fire Department  414 E. 2nd St.  Newberg, OR. 97132-3006
BILLING ADDRESS:	Please Indicate any special billing instructions that are required to avoid late payments and subsequent late charges.  Accounts payable are processed on the 10th of each month.
ACCOUNT PAYABLE: CONTACT Pauline	<u>TELEPHONE #: 537-1201</u>
SIGNATURES:	Please print or type names exactly as the person will be signing the document. Signatures are not required here.  Duane Cole, City Manager  Terrance Mahr, City Attorney
AUTHORIZED OFFICIAL: Name: Title:	Duane Cole City Manager
ATTORNEY SIGNING OPI Name: Terrance	
MAJOR REVENUE SOUR	CE: Property Taxes
BANK REFERENCE:	JS Bank - Newberg
CONTACT NAME: Bot	Ficker, Bank Mgr. TELEPHONE #: 538-3111

FACT-SH.FRM



.08..23

W I

## BEAR COMMUNICATIONS, INC.

3505 Cadillac Avenue Bldg. L-3 Costa Mesa, CA 92626 (714) 436-2600 Fax (714) 436-2628

### SALES CONTRACT

NO. 34543

						16-1-93	SALESPE	RSC!! PURCH!	ASE ORDER	NO.	
NAME C/-	14 0 E	NEWBY	) Q L			NAME		MEW Busy			
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<sup>72/</sup>	ONE A	R2/	Jane F	PL.	/ T6/	TONE	<u> </u>	R6/		PL/	
En /	5.75.0	R3/	1820.0	D <sub>1</sub>	/ 17/	EVED		A7/		PL/	
Γ4/		R4/		PL	/ T8/			R8/		PU	
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Authorize	ed Signatu	ورويخ	(/		Delivery Date			SHIPP	ING		
Title	·	Stoce	- 4/4		Received			TOTAL		12,44,9	1

MOTOROLA INC. Paging Products Division Date Printed: 93-06-28 07:44:04

Fo / Item / Page:

0956-6006-09715/003/003

Operating Prequencys: 040.420000 MHs Operating Frequency2: 000.000000 MHz 964320000 Mhz Crystal Frequency: H01UMC1222AC

Sales Model: Order Quantity: Change Num:

Early Ship:

Partial Ship:

13 000 Y Υ

Plant Date: Reg Ship Date: Scheduled Ship: 06-23-93 06-11-93 05-00-93



Gustomer PO: PTL6793

SHIP TO:

BEAR COMMUNICATIONS 1020 N.E. THIRD AVE STE 28 OR 97232 PORTLAND

OPTIONS	<b>∀</b> ≥C	CLASS	OTY	DESCRIPTION
Re35CL	646	X	013	PROMO MINITOR II
R522AA	206	X	013	EXPRESS MAINT PLAN 5YR
R521AA	646	X	013	DELETE 1F LB
R469AA	646	X	013	ON/OFF DUTY SW
R130AB	646	X	013	BIOALLI ARBIARO LONGIO
R203FF	646	X	013	STOCK PLAN LB
Y278AA	640	×	013	ACC MYLON CASE

UNI	T SERIAL NUM CAP	CODE1	CODES	UNIT	SERIAL NUM CAP	CODE1	CODE2
1	MD5XTL2D9H	P33	P2 <b>5</b>	ē	MD5XTL2D9Q	P33	P25
2	MD5XTL2D9J	P33	F25	9	MD5XTL2D9R	P33	P25
3	MD5XTL2D9K	P33	P25	10	MD5XTL2D9S	P33	P25
4	MD5XTL2D9L	F33	225	1.1	MD5XTL2D9T	P33	P25
5	MD5XTL2D9M	P33	P25	12	MD5XTL2D9V	P33	P25
5	MD6XTL2D9N	F33	F25	13	M05XTL2D9W	P33	P25
7	MD5XTL2D9P	F33	P25				

PAGE	003	INFORMATION:		
ITEM	QIY	APO	MODEL	
	*****	*****		
003	3 40.0	646	HICHUMO1222AC	

MOTORQLA INC. Paging Products Division Date Printed: 93-07-22 08:42:44

Fo / Item / Page:

0956-6006-09715/002/002

Sales Model:

Operating Frequency1: 000.000000 MHz
Operating Frequency2: 046.420000 MHz Crystal Frequency: 064320000. MHz H01UMC1222AC

Order Quantity: 25 Change Num: 000 Early Ship: Partial Ship: Y

Plant Date: 06-23-93 Req Ship Date: 06-11-93 Scheduled Ship: 06-23-63

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Customer PO:

SHIP TO:

BEAR COMMUNICATIONS 1020 N.E. THIRD AVE STE 28 PORTLAND OR 97232

OPTIONS	APC	CLASS	QTY	DESCRIPTION
R635CL	646	X	025	PROMO MINITOR II
R522AA	206	X	025	EXPRESS MAINT PLAN 5YR
R521AA	646	X	025	DELETE IF LB
R469AA	646	X	025	ON/OFF DUTY SW
R97AB	646	X	025	DUAL CALL COM TN A A-B A-C
#20 <b>3</b> FF	646	×	025	STOCK PLAN LB
Y278AA	646	X	025	ADD: NYLON CASE

UNI	T SERIAL NUM CA	P CODE1	CODE2	THIL	SERIAL NUM	CAP	CODE	CODE2
1	MDSXTL2D8L	2575.0	1870.0	14	IJDEXTL2D93		2575.0	1070.0
5	MD5XTL2D8M	2575.0	1870.0	15	MD5XTL2D94			1870,0
3	MD5XTL2D8N	2575.0	18700	16	MD5XTL2D95		2575.0	1870,0
4	MD5XTL2D8P	2575.0	1870.0	17	MDSXTL2D96		2575.0	1870.0
5	MD5XTL2D8Q	2575.0	1870 0	13			2575.0	1870.0
5	MDSXTL2D8R	2575.0			MD5XTL2D97		2575.0	1870.0
7	MD5XTL2D8S	•	18700	1 8	MD5XTL2D98		2575.0	1870.0
3	MD5XTL2D8T	2575.0	1870.0	50	MD5XTL2D99		2575.0	1870.0
à		2575.0	1870.Q	21	MDEXTL2DSB		2575.0	1870.0
-	MD5XTL2D8V	2575.0	1870 0	55	MDSXTL2D9C		2575.0	1870.0
10	MD5XTL2D8W	2575.0	1870 0	23	MDSXTL2D9D		2575.0	1870.0
11	MD5XTL2D8X	2575.0	1870.0	24	MD5XTL2D9F		2575.0	1870.0
12	MD5XTL2D8Z	2575.0	1870.0	25	MD5XTL2D9G		2575.0	
13	MD5XTL2D92	2575.0	1870.0				2975.0	1870.0

PAGE	002	INFORMATION:		
ITEM	QTY	APC	MODEL	
******	******	******		
002	00025	646	H01UMC1222AC	

# PACKING LIST

 PLEASE TYPE THIS FORM.
 UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1
 Enclose fee of \$2.00 for each debtor/or trade name shown.
 When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing. The Form UCC-1 should be forwarded to the Secretary of State, and Form UCC-2 should be filed with the county filing officer.
 Send the Alphabetical, Numerical and Acknowledgment copies with interleaved carbon paper intact to the filing officer. The Debtor(s) and Secured Party(ies) copies are retained by party making the filing.
 If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 8½" x 11". Only one copy of such additional sheets need be presented to the filing officer. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. DO NOT STAPLE OR TAPE ANYTHING TO LOWER PORTION OF THIS FORM.
 At the time of original filing, filing officer will return acknowledgment copy to the assignee if noted on form or secured party. If secured party requires acknowledgment of long schedules of collateral, two copies should be presented and one will be returned.
 When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed UCC-21 form. Enclose \$3.00 plus \$2.00 per debtor more than one.
 When filing is to be terminated the acknowledgment copy may be sent to the filing officer signed by the secured party or assignee or he may use Form UCC-3 as a Termination Statement. THIS FINANCING STATEMENT is presented to filing officer pursuant to the Uniform Commercial Code. Debtor(s): 2A. Secured Party(ies): Filing Officer Use Only **©XXX** Newberg, City of Associates Commercial Corp. 18. Mailing Address(es):414 E. 2nd Street Address of Secured Party from which security information obtainable: Newberg, OR 97132 300 E. John Carpenter Frwy. Irving, TX 75062-2726 3. This financing statement covers the following types (or items) of collateral (ORS 79.4020): 38 - Minitor II Pagers Model HO1UMC1222-C S/N's MD5XTL2D8L thru 8N, 8P thru 8T, 8V thru 8X, 8Z, MD5XTL2D92 thru D99, MD5XTL2D9B thru 9D, 9F thru 9H, 9J thru 9N, 9P thru 9T, 9V thru 9W 4A. Assignee of Secured Party(ies) if any: Address of Assignee from which security information obtainable: Check box if products of collateral are also covered No. of additional sheets attached SECRETARY OF STATE File with: COUNTY FILING OFFICER..... City of Newberg, OR \*Signature(s) of Debtor(s) required in most cases. Signature(s) of Debtor(s)\*
Signature(s) of Secured Party(ies) or Assignee(s) Signature(s) of Secured Party(ies) in cases covered by ORS 79.4020. This form of Financing Statement approved by the Secretary of State. STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 617120 12-1-75 FILING OFFICER - ALPHABETICAL

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

KUCHUNI

PLEASE TYPE THIS FORM

### Form 8038-GC

(Rev. May 1993)

# Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e) ▶ For calendar year ending 19 .....

OMB No. 1545-0720

Department of the Treasury Internal Revenue Service

(Use Form 8038-G if the issue price of the issue is \$100,000 or more.)

Part I Reporting Authority	Check box if Amended Return ▶ □
1 Issuer's name	2 Issuer's employer identification number
City of Newberg	93 : 6002221
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite
414 E. 2nd Street	The suite
4 City, town, state, and ZIP code	
Newberg, OR 97132	
Part II Description of Obligations	· · · · · · · · · · · · · · · · · · ·
5 Issue price of small tax-exempt governmental obligations reported on this	form 5 \$12,449.00
6 Check the box that most nearly approximates the weighted average maturity	( of the obligation(s).
a 🗓 Less than 5 years	of the doligation(s):
b From 5 to 10 years	
c More than 10 years	
7 Check the box that most nearly approximates the weighted average in	Oterest rate on the
ooligation(s):	iterest rate on the
a Less than 5%	
<b>b</b> 🔼 From 5% to 10%	
c  More than 10%	
8 Total issue price of the obligation(s) reported on line 5 that is/are:	
a Obligation(s) issued in the form of a lease or installment sale	<b>8a</b> \$12,449.00
b Obligation(s) designated by the issuer under section 265(b)(3)(B)(i)(III)	
ALV. III ALV.	
c Obligation(s) issued to refund prior issues	8c
d Loans made from the presents of spathages	
d Loans made from the proceeds of another tax-exempt obligation	8d
9 Check box if issuer has elected to pay a papalty in liquid school	
ended to pay a penalty in field of rebate	<u> </u>
Under penalties of perjury, I declare that I have examined this return and accompanying and belief, they are true, correct, and complete.	schedules and statements, and to the best of my knowledge
ign 200	
lere & Durane B. Cole - x 1.63	1900 Val 206611
Signature of officer Date	1993 X Mane K. Cole Citythnager
/ Caldy	Type or print name and title

### **General Instructions**

(Section references are to the Internal Revenue Code unless otherwise noted.)

#### Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . 1 hr., 40 min.

Preparing the form . . . 2 hr., 44 min.

Copying, assembling, and sending the form to the IRS . . . 16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you.

You can write to both the Internal Revenue Service, Attention: Reports Clearance Officer, T:FP, Washington, DC 20224; and the Office of Management and Budget, Paperwork Reduction Project (1545-0720), Washington, DC 20503. DO NOT send the form to either of these offices. Instead, see Where To File on page 2.

#### Purpose of Form

Form 8038-GC is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

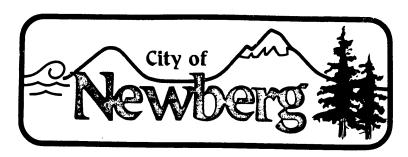
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return.—issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000. However, an issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see line 9 instructions).

Filing a consolidated return.—For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one, consolidated Form 8038-GC; but a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



Associates Commercial Corporation 300 East Carpenter Freeway Irving, Texas 75062-2726

Gentlemen:

Re:	Equipment Lease-Purchase Proposal Number: #14264
for t	I am furnishing the following information to facilitate the credit review process he proposed Equipment Lease-Purchase transaction.
	A detailed explanation of the use and application of the equipment is as follows:  Dispatch Fire & EMS Personnel
	The equipment is essential to the organization for the following reasons:  Primality Volunteer Fire Department - Pagers are used for all emergency responses.
If ye:	This equipment replaces previous equipment: No Yes x s, the previous equipment was originally purchased in 19 60-1985 Varies
	Other equipment being used for the same purpose consists of 30 - Spirits 10 Minitors I's.
The f	The useful life of the equipment in the operation of the department is: ?  uture plans for the equipment are: As stated above.
	The program/department has been in operation for years.
Agree	The source of funds for the payments due under the Equipment Lease-Purchase ement for the current fiscal year is the $\frac{9-1-1}{2}$ Capital/Fire fund(s).
	The fund(s) generates its revenue from: 9-1-1 excise Tax
	Sincerely,
	Lessee: City of Newberg



Home of Old Fashioned Festiva

Date: 6-9-93

Title: City Manager.