

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Approval of a  
Schedule 006 to the Master Lease  
Purchase Agreement with  
Lease Servicing Center, Inc. dba NCL  
Government Capital and Authorizing the  
Chair and Pam Smith to Sign Certain  
Exhibits to Schedule 006

RESOLUTION NO. 20-2025

WHEREAS, The Board of County Commissioners previously approved Resolution 14-2022 approving a Master Lease Purchase Agreement with Lease Servicing Center, Inc. dba NCL Government Capital (the "Lease Agreement"); and

WHEREAS, Under the terms of that agreement the County may lease additional equipment by signing schedules to the Lease Agreement; and

WHEREAS, The Board of County Commissioners has approved its Department of Emergency Management to lease 1 new vehicle upfitted for its purposes for a period of five years; and

WHEREAS, Board of County Commissioners finds that it is in the best interest of the County to lease these vehicles under the existing Lease Agreement; and

WHEREAS A copy of proposed Schedule Six to the Lease Agreement is attached hereto as C31-2022-5. It contains the additional terms and conditions necessary to lease these vehicles under the Lease Agreement, and

WHEREAS, under the Lease Agreement Columbia County is the Lessee and Lease Servicing Center, Inc. DBA NCL Government Capital is the Lessor,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Lessee as Follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 006 to the Master Lease Purchase Agreement dated as of 2/25/2022, between Columbia County (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby

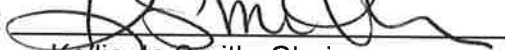
designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Columbia County is authorized to enter the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance the purchase from Emmert Chevrolet, Inc of a 2025 Chevrolet Silverado 3500HD in the amount of \$79,212.24 plus additional upfitting at a cost of \$31,985.49 for a total of \$111,197.73 with 5 annual payments of \$26,369.66.

Authorized Individual(s): **Kellie Jo Smith – Chair for the purpose of signing Exhibit E to Schedule 006.**

**Pam Smith – Finance Director for all other signatures required by Schedule 006.**

Dated this 30<sup>th</sup> day of April 2025.

BOARD OF COUNTY  
COMMISSIONERS FOR COLUMBIA  
COUNTY, OREGON

By:   
Kellie Jo Smith, Chair

By:   
Casey Garrett, Commissioner

By:   
Margaret Magruder, Commissioner

Approved as to form:

By:   
Office of County Counsel

## DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 2/25/2022 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 006 thereto dated as of April 25, 2025.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	VIN #/Serial Number	Type, Make, Model
1	VIN: 1GC4KUEY5SF184949	2025 Chevrolet Silverado 3500HD with Upfitting

**EQUIPMENT LOCATION** Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 230 Strand Street  
Saint Helens, OR 97051

GARAGING ADDRESS: 58595 McNulty Way  
Saint Helens, OR 97051

**Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.**

**Lessee: Columbia County**

By: 

Typed: Pam Smith

Title: Director of Finance

Date: 5/1/25

**Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

## SCHEDULE OF PAYMENTS

Interest Rate = 5.961

Amount Financed = \$111,197.73

Start Date = 05/05/2025

Number	Date	Payment	Interest	Principal	Purchase Option*
1	5/5/2026	\$26,369.66	\$6,628.06	\$19,741.60	N/A
2	5/5/2027	\$26,369.66	\$5,451.34	\$20,918.32	\$74,417.39
3	5/5/2028	\$26,369.66	\$4,204.48	\$22,165.18	\$51,033.12
4	5/5/2029	\$26,369.66	\$2,883.30	\$23,486.36	\$26,255.01
5	5/5/2030	\$26,369.66	\$1,483.39	\$24,886.27	\$0.00

\*Assumes that all rental payments and other amounts due on and prior to that date have been paid.

Lessee: Columbia County

BY: 

TYPED: Pam Smith

TITLE: Director of Finance

DATE: 

## LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 2/25/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 006 thereto dated as of April 25, 2025.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on April 30, 2025 the following resolution was introduced and adopted:


BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 006 to the Master Lease Purchase Agreement dated as of 2/25/2022, between Columbia County (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Columbia County is authorized to enter the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their one (1) 2025 Chevrolet Silverado 3500HD with upfitting from Emmert Chevrolet Inc and Pro Automotive & Diesel in the amount of \$111,197.73 with 5 annual payments of \$26,369.66.

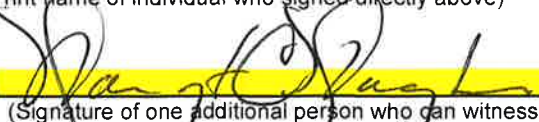
Authorized Individual(s): Pam Smith - Director of Finance

(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By:   
(Signature of Secretary, Board Director of Finance or other member of the Governing Body)

Print Name: Kellie Jo Smith Title: Chair, Columbia County Board of Commissioners  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By:   
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: Margaret C. Magruder Title: Member, Columbia County Board of Commissioners  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

**BANK QUALIFIED CERTIFICATE**

Re: Master Lease Purchase Agreement dated as of 2/25/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 006 thereto dated as of April 25, 2025.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By:   
(Signature of individual authorized to execute this Exhibit)

Typed Name: **Pam Smith**  
(Typed name of individual who signed directly above)

## EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee: Columbia County

Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital AOIAAddress: 230 Strand Street  
Saint Helens, OR 97051Address: 510 22<sup>nd</sup> Ave E., Ste 501  
Alexandria, MN 56308

Phone: (503) 397-4322

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1	VIN: 1GC4KUEY5SF184949	2025 Chevrolet Silverado 3500HD with Upfitting

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

## NAME OF AGENT

## INSURANCE COMPANY

Name: Brown & Brown of OregonName: Citycounty Insurance ServicesAddress: PO Box 29108Policy #: 21LCOLCPortland, Oregon 97108Phone: 503-219-3229Email: geoffrey.sinclair@bbrown.com

Lessee: Columbia County

BY: TYPED: Pam SmithTITLE: Director of FinanceDATE: 5/1/25



## EXHIBIT H

## LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 2/25/2022 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 006 thereto dated as of April 25, 2025.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.

2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

Emergency management to minimize the loss of life, property, and resources resulting from major emergencies and disasters.

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

General Fund Budget Allocations and Grant Funds

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Equipment is necessary to perform Emergency Management functions and no shortfall in funds is anticipated

Lessee: Columbia County

BY: Pam Smith

TYPED: Pam Smith

TITLE: Director of Finance

DATE: 5/1/25



**NOTICE OF ASSIGNMENT  
AND  
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to Columbia County ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated February, 25 2022, Schedule No. 006 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of \$26,369.66. As of the date of assignment, 5 annual payments of \$26,369.66 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.  
P. O. Box 847386  
Boston, MA 02284-7386  
1-800-238-4009

FEIN: 23-1237295

\* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.  
3 Huntington Quadrangle, #101N  
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**LEASE SERVICING CENTER, INC. DBA  
NCL GOVERNMENT CAPITAL**  
(Lessor/Assignor)

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COLUMBIA COUNTY**

(Lessee)

BY: Pam Smith

TYPED: Pam Smith

TITLE: Director of Finance

DATE: 5/1/25

## Internal Escrow Letter

4/25/2025

Santander Bank, N.A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

RE: Schedule No. 006 dated April 25, 2025, to Master Lease Purchase Agreement dated as of 2/25/2022 (the "Lease"), between Columbia County (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$111,197.73 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$111,197.73 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: Columbia County

BY:



TYPED: Pam Smith

TITLE: Director of Finance

DATE:

5/1/25

## Internal Escrow Letter

## Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2025	Chevrolet	Silverado 3500HD with Upfitting	VIN: 1GC4KUEY5SF184949	\$111,197.73
				<b>Total Cost:</b>	<b>\$111,197.73</b>
				<b>Down Payment</b>	<b>\$0</b>
				<b>Total Amount Financed</b>	<b>\$111,197.73</b>

**LEASE PAYMENT INSTRUCTIONS**Lessee: Columbia CountyTax ID#: 93-6002288Invoice Mailing Address: 230 Strand St  
St Helens, OR 97051Mail invoices to the attention of: Lindsay Elder  
Phone: 503-397-7225  
Fax: 503-397-7251  
Email: Lindsay.Elder@columbiacountyor.govApproval of Invoices required by: same  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_Accounts Payable Contact: same  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_Processing time for Invoices: 30 Approval: 7 Checks: 7Do you have a Purchase Order Number that you would like included on the invoice? No X Yes \_\_\_\_  
PO# \_\_\_\_\_

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : \_\_\_\_\_

NCL Emergency Management Lease No. 6Does your PO# change annually? No \_\_\_\_ Yes X  
Processing time for new purchase orders: two weeks

## EXHIBIT C-1

## PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of February 25, 2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 006 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 006 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2025	Chevrolet	Silverado 3500HD	VIN: 1GC4KUEY5SF184949	\$79,212.24
				Total Cost:	\$79,212.24
				Down Payment	\$0
				Total Amount Financed	\$111,197.73

Vendor Name and Address: Emmert Chevrolet Inc  
2175 Columbia BLVD  
Saint Helens OR, 97051

Vendor Federal ID Number: \_\_\_\_\_

Lessee: Columbia County

BY: 

TYPED: Pam Smith

TITLE: Director of Finance

DATE: 5/1/25

## EXHIBIT C-2

## FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 2/25/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 006 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 006 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: Columbia County

BY: 

TYPED: Pam Smith

TITLE: Director of Finance

DATE: 5/1/25