

**EMPLOYEE HOUSING AGREEMENT
FOR WELLFIELD PROPERTY**

91430 Stallings Lane, Eugene, OR 97408

BETWEEN: City of Coburg, a municipal corporation (“Lessor”)

AND: Dax Wilson (“Lessee 1”)

AND: Jacob Suttles (“Lessee 2”)

DATED EFFECTIVE: April 1, 2023

RECITALS

- A. Lessor is a municipal corporation organized under the laws of the State of Oregon. Lessor wishes to provide for the maintenance and cleaning of Lessor’s residential property, and to provide for the added security measure for the Wellfield Property.
- B. **Dax Wilson**, Lessee 1, is an employee of the City of Coburg and is eligible to occupy the leased premises as a condition of his/her position for the benefit and convenience of Lessor.
- C. **Jacob Suttles**, Lessee 2, is an employee of the City of Coburg and is eligible to occupy the leased premises as a condition of his/her position for the benefit and convenience of Lessor.
- D. Subject to the terms of this Agreement, Lessee 1 and Lessee 2 shall reside on the leased premises at or below a market rental rate, as part of **Dax Wilson** and **Jacob Suttle’s** official compensation as employees of the City of Coburg.

AGREEMENT

- 1. **Premises.** The Lessor, in consideration of the mutual covenants and conditions exchanged herein and the rental payment provided for herein, hereby leases and lets to Lessee 1 and Lessee 2 a residential dwelling at the premises described as follows: 91430 Stallings Lane, Eugene, OR 97408, as further delineated on the attached **Exhibit A** (“Premises”). This Agreement specifically does not authorize or allow Lessees’ use of any other property surrounding the described leasehold.
- 2. **Term.** This lease shall run for a period of two (2) years and nine (9) months commencing on the **1st day of April, 2023**, and terminating at 12:00 am (midnight) on the **31st day of**

December, 2025. This lease may be extended by both parties by mutual consent at the end of the Agreement. If either lessee ends their employment at the City, their eligibility to lease the premises is null and they must vacate the premises within 30 days of last day of employment.

3. **Purpose.** Lessees agree to use and occupy the Premises for residential purposes and for the purposes expressed in this Agreement, and for no other purpose.
 - a. Lessee 1 and Lessee 2 agree to maintain the grounds in and around the residence, driveway, street right-of-way, including the grass and landscaping to the north of the driveway.
 - b. Lessee 1 and Lessee 2 agree to provide usual security for the Wellfield Property.
4. **Rental.**
 - a. Lessee 1 and Lessee 2 agree to pay **\$600.00** per month as rent for the Premises, payable in advance by the 5th day of each month, beginning April 5, 2023.
 - b. This monthly rent shall increase annually on the anniversary of the effective date of this Lease. The annual increase shall be equal to a percentage equal to the percentage change in the consumer price index (CPI) determined by using the All Urban Consumers CPI-U West. The change shall be determined by the U.S. Bureau of Labor Statistics' published 12-month percent change for all items index, not seasonally adjusted. In no event, however, shall rent be reduced below the prior year's rent.
 - c. The rent shall be paid to Lessor at 91136 N Willamette Street, Coburg, OR 97408, or PO Box 8316, Coburg, OR 97408.
5. **Security Deposit.** The total security deposit for each Lessee is **\$250**, due on or before signing of this Housing Agreement, to be applied to remedy any default by Lessee 1 or Lessee 2 in performing Lessees' obligations under the Housing Agreement, including unpaid rent, and to repair damages to the Premises caused by Lessees, not including ordinary wear and tear. Within 60 days after termination of the Housing Agreement, Lessor either will refund the deposit to Lessees or will give Lessees a written accounting stating the basis or bases of Lessor's claim to the deposit. Lessor will provide the written accounting by mailing the accounting to the last known address of the Lessors. If costs of repairing damages exceed the amount of the security deposit, Lessees will be responsible for all such excess costs. No interest will accrue or be payable on this deposit.]
6. **Compliance with Law.** Lessee 1 and Lessee 2, each at their own expense, shall promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, and requirements of federal, state, county, and city governments with respect to the use, care, and control of the leased Premises.
7. **Hazardous Substances.**
 - a. Lessee 1 and Lessee 2 shall each comply fully with all laws pertaining to the protection of human health and the environment, all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of

hazardous substances. Lessee 1 and Lessee 2 shall promptly advise Lessor in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported or otherwise handled on the Premises. Lessee 1 and Lessee 2 shall each exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of or otherwise released on the Premises.

- b. The term “hazardous substances” is used in its very broadest sense and refers to materials which, because of their quantity, concentration, or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Premises is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TCSA), and comparable state statutes.
8. **Protection of Premises.** Lessee 1 and Lessee 2 shall at all times use the Premises in a reasonable manner considering the purpose for which they were intended: keep it clean; sanitary and free from accumulation of debris, filth, rubbish and garbage; dispose of all ashes, garbage, rubbish and other wastes in a clean and safe manner; not deliberately nor negligently destroy, deface, damage, impair or remove any part of the Premises, nor permit any person to do so and conduct themselves and require other persons on the Premises to conduct themselves in a peaceable manner.
9. **Appliances.** The leased Premises are unfurnished except for appliances present on the Premises including washer, dryer, stove, refrigerator, and microwave.
10. **Representations.** Lessee 1 and Lessee 2 acknowledge that this lease is accepted and executed on the basis of their own examination and personal knowledge of the value and condition of the Premises; that no representation as to the value, condition or repair of the Premises has been made by Lessor or Lessor’s agents, and that the Lessees agree to take this leasehold Premises in the condition the Premises are in at the time of Agreement execution.
11. **Assignment and Sub-Lease.** Lessee 1 and Lessee 2 covenant that this lease shall not be assigned, and that no portion of the leased Premises will be sublet by either Lessee 1 or Lessee 2 without the written consent of the Lessor. If Lessees make such an assignment, or sublease without the written consent of Lessor, such assignment or sublease shall be null and void, and Lessor shall have the option and right to terminate this lease and re-enter the Premises. The exercise of this option by Lessor shall not be a waiver by Lessor of its right to collect damages from Lessees’ breach of this Agreement.
12. **Return of the Premises.**

- a. Upon the expiration of this lease or upon its termination for any cause, Lessee 1 and Lessee 2 will surrender the Premises, including its appliances, in as good order and condition as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty not caused by the negligence or fault of the Lessees, agents, guests, or invitees, excepted.
 - b. If Lessee fails to remove any improvements that Lessor authorizes Lessee to remove within thirty (30) days following termination of this lease for any reason, title to all such improvement shall vest in Lessor.
13. **Fixtures.** Lessee 1 and Lessee 2 shall remove all their furnishings, furniture, and trade fixtures that remain the property of Lessee 1 or Lessee 2 and restore all damage caused by such removal. If either Lessee fails to do so, said property shall be deemed abandoned and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to either Lessee within twenty (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove fixtures, Lessor may effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, restoration, transportation to storage, and storage.
14. **Access by Lessor.**
 - a. Lessor, or Lessor's representatives and agents, shall have reasonable access to the Premises at reasonable times for the purpose of examining or exhibiting the same, or to make any repairs or alternations on the premises, which the Lessor deems convenient for the maintenance or preservation thereof.
 - b. Lessor shall have the right to place "For Rent" signs on the Premises at any time within thirty (30) days prior to the expiration of this lease. This paragraph shall not be construed to impose any obligation to repair the leased Premises or such sign on Lessor.
15. **Repairs.** The obligation to repair, maintain, improve or remodel the Premises shall be apportioned among Lessor and the Lessees as follows:
 - a. Lessor shall maintain and repair the following:
 - i. The roof, exterior walls, outside plumbing, and major repairs to the interior plumbing not caused by Lessees.
 - ii. Major repairs to the hot water heater, range, refrigerator, and furnace.
 - iii. A major repair is defined as one exceeding \$200.00 on each occasion, provided however, the furnace shall be cleaned once each year at Lessor's expense, whether or not the cost exceeds \$200.00.
 - b. Lessee may request that Lessor perform needed major repairs, as outlined in Section 15(a) of this Agreement or may choose to self-perform such repairs. In either case, Lessee shall notify Lessor of all needed major repairs, and shall provide Lessor with an invoice for materials for all major repairs that Lessee self-perform. Lessor shall pay such invoice within thirty (30) days of receipt.

- c. Lessees shall be responsible for the following maintenance, repairs, improvements, and remodeling:
 - i. All glass breakage caused by Lessees on the Premises.
 - ii. The maintenance of the exterior sidewalk and driveway in front of the Premises.
 - iii. Any painting to the interior of the Premises desired by Lessees, subject to Lessor's approval of the color.
 - iv. All minor maintenance and repairs required to the hot water heater, refrigerator, range, and furnace, carpet cleanings, and plumbing. Minor maintenance and repairs are those that do not exceed \$200.00 on each occasion.
 - v. Replacement of light bulbs and repair, replacement and maintenance of light fixtures and outlets.
 - vi. Maintenance of the yard, including watering, weeding the flower gardens, trimming the shrubs and mowing the lawn, pressure washing house and concrete areas, trimming trees, addressing blowdowns and branches, pruning fruit trees annually, and controlling noxious weeds, including but not limited to blackberry bramble.
 - vii. Any and all improvements or remodeling required or desired by Lessees, provided however, that no such improvement or remodeling shall be accomplished without first having received the written consent of Lessor.
 - viii. Repair or replacement of any of Lessor's property damaged or destroyed by Lessees, Lessees' agents, guests, or invitees.
 - ix. The cleaning, maintenance, and treatment of the rain gutters, downspouts, and roof.
 - x. Maintain drainage in and around Premises. Clear out drainage ways as needed.
 - xi. All other items of maintenance and repair not specifically identified as being the obligation of Lessor.

16. Liens and Encumbrances. Lessees shall pay as due all claims for work done on or for services rendered or material furnished to the Premises, and shall keep the Premises free of any liens other than liens created by Lessor, except that Lessees may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interest is not jeopardized. If Lessees fail to pay such claim or to discharge any lien, Lessor may do so and collect such amount as additional rent. Such payment by Lessor shall not constitute a waiver of any right or remedy Lessor may have because of Lessees' default.

17. Injury to Property or Person. The Lessees shall be responsible for the condition of the leased Premises and the sidewalk in front of the Premises during the term of this lease, any damage or injury to property or person resulting from the condition of the leased Premises or sidewalk, or the activities of Lessees, and Lessees' agents and employees

thereon, or any independent contractor hired by Lessees. Lessees agree to indemnify and hold Lessor harmless from any liability or loss caused by such conditions or activities.

18. **Utilities.** Lessees are responsible to establish needed service and utility accounts and shall pay when due all associated charges incurred in connections with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, landscaping, and janitorial services.
19. **Termination by Lessor.** The remedies of Lessor and Lessees for breach of this lease or of the Residential Landlord and Tenant Act will be as set forth in ORS 90.360 through 90.440, 90.322(7) through (8) and 105.105 through 105.168. Lessor may terminate this rental agreement by giving not less than ninety (90) days' written notice to Lessees for any or no reason. Lessor may terminate this rental agreement upon sixty (60) days' written notice if Lessee 1 or Lessee 2 ceases, for any reason, to be employed by City. Lessor may terminate this rental agreement upon 24 hours' written notice if:
 - a. Lessees or someone in Lessees' control seriously threaten to inflict personal injury on Lessor agents or invitees to the Premises;
 - b. Lessees or someone in Lessees' control intentionally inflict any substantial damage to the Premises;
 - c. Lessees inflict substantial damage to the Premises on more than one occasion;
 - d. Lessees vacate the Premises and the person in possession holds the Premises contrary to a written rental agreement;
 - e. Lessees or someone in Lessees' control commit any act that is outrageous and extreme on the Premises or in the immediate vicinity of the Premises, including, but not limited to cultivating, manufacturing, distributing any controlled substance on the Premises or any way using proceeds from possession, cultivation, or manufacturer, distribution or sale of any controlled substance as defined by federal law.
20. **Termination or Re-Letting on Default.** In case Lessees violate or omit to perform any of the covenants or conditions herein contained, or in case the Premises shall become vacant for an extended period exceeding forty-five (45) days, or be abandoned or deserted by the Lessees, Lessor may exercise one of the following options:
 - a. Re-enter the Premises without notice and take possession thereof and in such event, Lessor may elect to terminate the lease or relet the Premises at any time as the agent of Lessees, and whatever rent obtainable shall be applied first to the payment of any expenses of Lessor in re-entering and re-letting, and then to the payment of the rent due and to the fulfillment of Lessees covenants, and the excess, if any, shall be paid to the Lessees. Lessees, in this option, shall remain liable to the Lessor for any deficiency.
 - b. Consider such act to be a breach of the lease and accelerate the obligations of Lessees so that Lessor may initiate whatever action is available to Lessor, either

at law or in equity and recover, whatever damages Lessor suffered as a result of such breach.

21. **Default Remedies.** In the event of a default, Lessor shall be entitled to all remedies provided by law and all remedies provided by this Agreement. Such remedies shall be cumulative. In addition, if Lessees fail to cure any default under Section 15 of this agreement within ten (10) days' notice from Lessor specifying the default, Lessor may, but shall not be required to, undertake whatever maintenance and/or repairs are reasonably necessary to protect the Premises, and Lessees shall immediately pay to Lessor reimbursement for costs incurred upon receipt of invoice from City (Lessor), reflecting the actual cost of all labor and materials expended in such maintenance and/or repair.
22. **Destruction of Premises.** If the leased Premises are destroyed or injured by an act of God, by fire or other casualty not occasioned by the act or omission of Lessees, to such an extent that Lessor consider it impractical or inadvisable to repair the damage or to reconstruct the Premises, the Lessor shall give Lessees notice of such decision and this lease shall terminate as of the date of such destruction. Lessor shall have a period of thirty (30) days following the destruction or damage in which to decide whether the repairs or reconstruction shall be made. If Lessor decides to repair or reconstruct, and proceeds with due diligence to effect the repairs or reconstruction, this lease shall continue in full force and effect. In any event, Lessees shall be entitled to a reduction of rent from the date of such destruction or damage until the repairs or reconstruction is completed, in an amount proportionate to the extent to which such damage and destruction and the making of the repairs or reconstruction interferes with the occupancy by Lessees of the Premises.
23. **Insurance.** Lessees shall each purchase and maintain during the term of this Agreement renters insurance covering Lessee's personal property located on the Premises, and renters liability insurance or personal liability in an amount not less than \$100,000 per occurrence, covering bodily and personal injury and property damage, Lessees shall each provide a Certificate of Insurance evidencing such coverage.
24. **Taxes.**
 - a. **Personal Property Taxes.** Lessees shall pay when due all personal property taxes assessed against their personal property, equipment, or trade fixtures on the leased Premises.
 - b. **Taxes and Assessments.** Lessees shall apply for any exemptions from property tax for their use of the leased Premises. The rent for the leased Premises is below market rent to reflect property tax exemptions, if any. In the event that any real property taxes and special assessments are levied against the leased Premises, Lessor may choose, in Lessor's sole discretion, to add those amounts to Lessees' annual rent, to be paid in monthly installments with the monthly rent set in Section 4 of this Lease.

25. **Insolvency of Lessees.** If Lessee 1 or Lessee 2 files a petition in bankruptcy or is declared bankrupt or insolvent according to law, or makes an assignment for the benefit of creditors, or if the leasehold estate is taken, or sought to be taken, on execution, then at the option of Lessor, this lease shall terminate and Lessor, without notice or demand, may re-enter the Premises and remove all persons, and effects without prejudice to any remedies which might otherwise be used by the Lessor for any breach of Lessees covenants.
26. **Notice.** Lessees shall not be deemed in default until notice has been given as follows:
- a. For failure to pay rent within seven (7) days after it is due, notice shall be 72 hours.
 - b. For all other defaults, notice shall be thirty (30) days for the first occurrence and, for the second occurrence of substantially the same act; notice shall be ten (10) days.
 - c. Any notice required to be given hereunder or by law shall be in writing and may be delivered personally or by certified mail, addressed to the Lessees at **91430 Stallings Lane, Eugene, OR 97408**, whether or not Lessees have departed from, vacated, or abandoned the Premises, or Lessor at **Coburg City Hall, 91136 N Willamette Street, or PO Box 8316, Coburg, Oregon 97408** or to either of them in any manner prescribed by law.
27. **Interpretation.** All the covenants, agreements, conditions, and terms contained in this lease shall be binding upon, apply to and inure to the benefit of the successors and assigns respectively of Lessor and Lessees, and all such covenants shall be construed as covenants running with the land. This paragraph shall not be construed as consent by Lessor to the assignment or subletting of the leasehold Premises.
28. **Waiver.** Failure of Lessor to insist upon the strict performance of the terms, covenants, agreements, and conditions contained in this lease, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to thereafter enforce any such term, covenant, agreement, or condition but the same shall continue in full force and effect.
29. **Arbitration.**
- a. Dispute to be arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator a MAI Independent Real Estate Appraiser having knowledge of valuation or rental properties comparable to the Premises. The other party shall also choose an arbitrator with such qualifications and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the Lane County Oregon Circuit Court for the appointment of the required arbitrator.
 - b. Procedure for Arbitration. The arbitrator shall proceed according to the Oregon Uniform Arbitration Act, ORS 36.600 et seq., and the award of the arbitrators shall be binding upon both parties.

30. **Litigation Expense.** If any legal proceeding is initiated which directly or indirectly arises out of this lease, including a suit by Lessor to recover possession of the Premises, then the prevailing party in such proceeding shall be entitled to a reasonable attorney's fee allowed in such proceeding, or in any appeal therefrom, as well as the costs and disbursements of such proceedings.
31. **Severability.** If this lease, or any portion thereof, is determined to be unlawful, ineffective, or unenforceable, the remainder of the lease will continue.
32. **No Smoking Within Premises.** Smoking is not permitted inside the Premises. Smoking shall not be permitted within 25 feet of the Premises.
33. **Smoke and Carbon Monoxide Alarm Disclosure.** The Premises is equipped with one or more legally required smoke alarm(s) and, if the Premises contains a carbon monoxide source or is within a structure that contains a carbon monoxide source, one or more carbon monoxide alarm(s).
- a. If the smoke alarm is battery-operated, the battery is a 10-year battery. Lessor has tested the alarms prior to entering this Agreement and has determined that they are working properly, and the batteries have power, as of April 1, 2023.
 - b. Lessee 1 and Lessee 2 are responsible for testing the alarms no less than every six (6) months. To test, Lessees should press and hold the "test" button briefly. If the alarm does not sound, Lessees must notify Lessor in writing immediately.
 - c. Lessees are responsible for replacing dead batteries, and must use only 10-year batteries in the smoke alarm(s).
32. **Lead-Based Paint.** Pursuant to the Residential Lead-Based Reduction Act of 1992, if the Premises was built prior to 1978, the Lessor is required to: (1) disclose information regarding known lead-based paint and lead-based paint hazards; (2) provide any such reports to its tenants; and (3) provide a lead warning statement and a lead hazard information pamphlet. Accordingly, this information is provided as **Exhibit B** and made a part of this Agreement.
33. **Compliance with Residential Landlord and Tenant Act.** This lease is intended to comply with the provisions of the Residential Landlord and Tenant Act (the Act), ORS 90.100 through 90.850, in effect on the effective date of this agreement. If a court determines that any provision of this lease conflicts with the Act, the provisions of the Act shall control. This lease will be deemed to be amended to comply with any statutory changes in the Act, if the changes apply retroactively to existing leases, but not otherwise.

City of Coburg and Employees have acknowledged the terms and conditions contained in this agreement.

Employee #1 | Lessee

Dax Wilson, Coburg Public Works Employee

Date: _____

Employee #2 | Lessee

Jacob Suttles, Coburg Public Works Employee

Date: _____

City of Coburg | Lessor

Anne Heath, City Administrator

Date: _____