

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 14, 2025, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at 6:30 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Scheduled Public Appearances

(Informational presentations to Council on non-agenda items – 10 minute limit per person.)

1. Val Early – South Coast Community Aquatics

E. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

F. Consent Calendar

1. Approve Council minutes for March 24, 2025 [Pg. 1]
2. Accept Planning Commission minutes for March 4, 2025 [Pg. 3]

G. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

1. Vacant Building Registration Ordinance [Pg. 4]
 - a. Draft Ordinance 25-O-817 [Pg. 6]
 - b. Exhibit A – Draft Chapter 15.12 Registration and Maintenance of Vacant Buildings [Pg. 7]
 - c. Draft Vacant Building Registration Form [Pg. 14]
2. Wastewater Treatment Plant Generator Replacement [Pg. 16]
 - a. Jacobs Recommendation to Award Letter [Pg. 17]
 - b. Caterpillar Estimate [Pg. 18]
 - c. Cummins Estimate [Pg. 28]
 - d. Rehlko Estimate [Pg. 39]

H. Informational Non-Action Items

1. March 2025 Vouchers [Pg. 45]

I. Remarks from Mayor, Councilors and City Manager

J. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours. All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 541-469-1102 if you have any questions regarding this notice. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream/view on the City's YouTube Channel: <https://www.youtube.com/@cityofbrookingsoregon8039> clicking on "Live" or search 'City of Brookings Oregon YouTube' in your browser.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, March 24, 2025

Call to Order

Mayor Isaac Hodges called the meeting to order at 7:00 PM

Roll Call

Council Present: Mayor Isaac Hodges, Councilors Kristi Fulton, Clayton Malmberg and Phoebe Pereda; a quorum present

Council Absent: Councilor Andy Martin

Staff present: City Manager Tim Rundel, Public Works and Development Services Director Tony Baron and City Recorder Brooklyn Osterhage

Media Present: None

Others Present: 3 audience members

Oral Requests and Communications from the Audience

1. Matt Tanquary, 1241 Rowland Lane – spoke on City street conditions and asked for an update.

Consent Calendar

1. Approve Council minutes for March 10, 2025
2. Accept Parks & Recreation minutes for July 25, 2024
3. Receive monthly financial report for February 2025

Councilor Pereda moved, Mayor Hodges seconded, and Council voted unanimously to approve the Consent Calendar with the amended financial report for February 2025.

Staff Reports and Public Hearings

1. 2024-25 Street Paving Projects

Staff Report provided by Tony Baron

Councilor Malmberg moved, Councilor Pereda seconded, and Council voted unanimously to authorize City Manager to enter into agreement with the Tidewater Contractors Inc. to pave various streets identified in the 2022 Pavement Management Plan Update.

2. Bud Cross Improvements

Staff Report provided by Tony Baron

Councilor Pereda moved, Councilor Fulton seconded, and Council voted unanimously to adopt Resolution 25-R-1268 and 25-R-1269 authorizing submission of Local Government Grant Program applications to the Oregon Parks and Recreation Department for Park Improvement Projects at Bud Cross Park and authorize the Mayor to sign letters of support on behalf of the City Council.

3. Letter to Senator Smith and Representative Boice opposing the Proposed Overlapping Super Health District and Forced Redistribution of Services

Staff Report provided by Tim Rundel with additional information provided by Mayor Hodges

Councilor Fulton moved, Councilor Pereda seconded, and Council voted unanimously, with Mayor Hodges abstaining, to authorize the Mayor to sign a letter to Senator Smith and Representative Boice opposing the Proposed Overlapping Super Health District and Forced Redistribution of Services.

4. Rural Assistance for Rural Environments (RARE) 2024-2025 Application

Staff Report provided by Tony Baron

Councilor Pereda moved, Councilor Malmberg seconded, and Council voted unanimously to adopt Resolution 25-R-1270 to authorize the City Manager or his designee to apply for RARE assistance and authorize a cash match of up to \$26,500 to pay for RARE assistance.

5. Drinking Water Source Protection Grant Application

Staff Report provided by Tony Baron

Mayor Hodges moved, Councilor Fulton seconded, and Council voted unanimously to adopt Resolution 25-R-1271 for submission of an application to the 2025 Oregon Health Authority Drinking Water Source Protection Fund for the implementation of protective measures at the City's drinking water intake site on the Chetco River.

6. Housing Infrastructure Support Fund Grant Application

Staff Report provided by Tony Baron

Councilor Malmberg moved, Councilor Pereda seconded, and Council voted unanimously to adopt Resolution 25-R-1272 to authorize the City Manager or his designee to submit a grant application to the Housing Infrastructure Support Fund.

Remarks from Mayor, Councilors and City Manager

Councilor Pereda asked Council if they'd be agreeable to write a letter to in support of Oregon State Senator Bonham's legislation regarding the Wildfire Hazard Map.

Adjournment

Mayor Isaac Hodges adjourned the meeting at 8:00 PM.

Respectfully submitted:

ATTESTED:

this 14th day of April, 2025:

Isaac Hodges, Mayor

Brooklyn Osterhage, City Recorder

BROOKINGS PLANNING COMMISSION MINUTES

March 4, 2025

CALL TO ORDER

The regular meeting of the Brookings Planning Commission was called to order by Chair Watwood at 7:00 pm in the Council Chambers at Brookings City Hall followed by the Pledge of Allegiance.

ROLL CALL –

Commissioners Present: Anthony Bond, Sage Bruce, Nicholas Chapman, Amanda Whittemore, Gerry Wulkowicz, Chair Skip Watwood

Staff Present: PWDS Deputy Director Lauri Ziemer, PWDS Admin Assistant Michelle Robidoux

Others Present: None

PLANNING COMMISSION CHAIR PERSON ANNOUNCEMENTS –

Chair Watwood welcomed Amanda Whittemore as a new Commissioner.

PUBLIC HEARINGS

4.1 In the matter of File No. CUP-2-25, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 1314 Hampton Road; Assessors Map & Tax Lot No. 4013-31C-00604.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:06 pm. PWDS Deputy Director Lauri Ziemer reviewed the staff report and read the one letter received from Mr. & Mrs. Bailey.

The applicant, Carl Clyde was present by phone to address the Baileys concerns. No members of the public spoke in opposition and no participant requested additional time to submit materials. Public hearing was closed at 7:14 pm.

Commission deliberated on the matter. **Motion made by Commissioner Bruce to approve File No. CUP-2-25, a request for a Conditional Use Permit to operate a short term rental at 1314 Hampton Road based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 6-0 vote the motion carried.**

Motion made by Commissioner Wulkowicz to approve the Final Order regarding file CUP-2-25, based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 6-0 vote the motion carried.

MINUTES FOR APPROVAL

5.1 Minutes of regular Planning Commission meeting of February 4, 2025.

Motion made by Commissioner Bruce to approve the Planning Commission minutes of February 4, 2025; motion seconded and with no further discussion by a 6-0 vote the motion carried.

UNSCHEDULED PUBLIC APPEARANCES - None

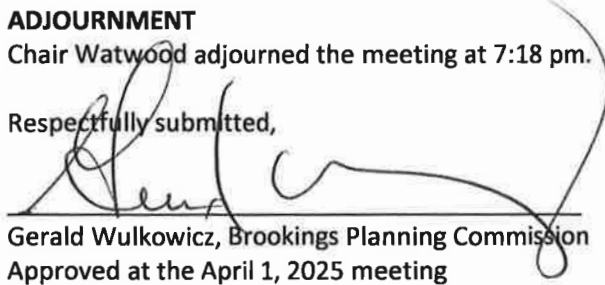
REPORT FROM THE PLANNING STAFF - None

COMMISSION FINAL COMMENTS - None

ADJOURNMENT

Chair Watwood adjourned the meeting at 7:18 pm.

Respectfully submitted,

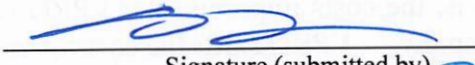

Gerald Wulkowicz, Brookings Planning Commission
Approved at the April 1, 2025 meeting

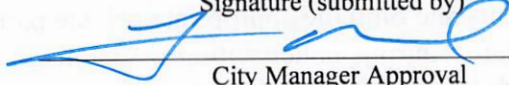
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 14, 2025

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject: Vacant Building Registration Ordinance

Recommended Motion:

Motion to adopt Ordinance 25-O-817 amending the Brookings Municipal Code, Title 15 Buildings and Construction, adding Chapter 15.12 Registration and Maintenance of Vacant Buildings as described in Exhibit A.

Background/Discussion:

In previous workshop meetings there has been discussion about establishing a mechanism to protect the City of Brookings business districts and industrial zones from becoming blighted through the lack of maintenance and security of abandoned, accessible, or distressed real property. Many cities have established a vacant property registration ordinance to bring guidelines for the maintenance of abandoned, accessible, or distressed commercial property.

Vacant Property Registration Ordinances (VPROs) have three main objectives:

- Ensure that owners of vacant properties are known to the city and other interested parties can be reached if necessary
- Ensure owners of vacant properties are aware of their obligations of ownership under relevant city codes and regulations
- Ensure owners meet a minimum standard of maintenance of their properties

Common Misconceptions about VPROs:

- A VACANT PROPERTY REGISTRY IS FINANCIALLY ONEROUS

A modest fee is likely not going to change the cost-benefit analysis for a property owner, whether it is a local individual or part of a larger portfolio. Additionally, charging fees only when there is non-compliance with maintenance gives property owners an opportunity to never pay a fee even if their property remains vacant for a long period of time. And ultimately, even with no fee, the vacant property registry still provides a benefit of creating a record of what properties are vacant, where they are, and who owns them.

- **VPROs DISCOURAGE FIRMS FROM INVESTING AND LENDING**

Some opponents of VPROs argue they raise the costs of property ownership as well as the costs of servicing delinquent loans and foreclosed properties.

The truth is, the costs imposed by a VPRO represent the true costs of owning and managing a vacant property. A VPRO shifts the costs of vacant properties away from neighborhoods and local governments and onto the appropriate private parties. By requiring the cost of a vacant property to be considered during underwriting decisions, a VPRO encourages responsible investment and lending while discouraging irresponsible investment and speculation.

- **VPROs TRAMPLE PRIVATE PROPERTY RIGHTS**

If an owner of a vacant property finds \$25 too burdensome to pay, it's unlikely they will invest the \$25,000 required to redo their roof and mechanical systems. Meanwhile, as their vacant property deteriorates, the property values of neighboring properties will decline and the neighborhood's real estate market suffers.

The fact is many more owners' property rights are infringed upon by a blighted and deteriorating building, than the property rights of the single owner of the vacant property.

Additionally, if the property owner is making good faith efforts to bring properties into code and/or to be occupied the city usually acknowledges those efforts and will work with the owner.

- **WHAT ABOUT THOSE WHO DON'T REGISTER?**

Non-compliance with the Registry can have legal ramifications, mainly increased fines that the city can eventually foreclose upon. After action is taken against one non-compliant owner, other owners usually fall in line.

The Center for Community Progress suggests that vacant property registration ordinance should include the following elements:

- A clear definition of which properties and which parties must register;
- The registration requirements and procedures, including the information required of the owner or lienholder;
- The fee structure;
- The obligations of the owner, with respect to maintaining the property; and
- The penalties for failing to register in timely fashion.

Attachments:

1. Draft Ordinance 25-O-817
2. Exhibit A – Draft Chapter 15.12 Registration and Maintenance of Vacant Buildings
3. Draft Vacant Building Registration Form

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON
ORDINANCE 25-O-817

**IN THE MATTER OF ORDINANCE 25-O-817, AN ORDINANCE AMENDING TITLE 15 BUILDINGS
AND CONSTRUCTION IN THE BROOKINGS MUNICIPAL CODE**

Sections:

Section 1. Ordinances Identified.

Section 2. Adds Chapter 15.12 Registration and Maintenance of Vacant Buildings and Properties

The City of Brookings ordains as follows:

Section 1. Ordinance Identified. This ordinance amends Title 15 Buildings and Construction

Section 2. Adds Chapter 15.12 Registration and Maintenance of Vacant Buildings and Properties as presented in Exhibit A attached hereto with additions designated in bold and underlined and deletions being bold and struck out.

First Reading: _____ Passage: _____

Second Reading: _____ Effective Date: _____

Signed by me in authentication of its passage on _____ day of _____, 2025

ATTEST:

Mayor /Council President

City Recorder Brooklyn Osterhage

Exhibit A

Title 15

BUILDINGS AND CONSTRUCTION

Changes to BMC:

(additions are **bold and underlined**, deletions are **~~bold and strikeout~~**)

Chapter 15.12

REGISTRATION AND MAINTENANCE OF VACANT BUILDINGS AND PROPERTIES

Sections:

15.12.010 Definitions.

15.12.020 Applicability and administration.

15.12.030 Registration required.

15.12.040 Registration requirements.

15.12.050 Registration fees.

15.12.060 Property manager or agent.

15.12.070 Determination of vacancy.

15.12.080 Boarding of buildings.

15.12.090 Vacant property plan.

15.12.100 Failure to comply with vacant property plan.

15.12.110 Maintenance and security requirements.

15.12.120 Open property and securing fee.

15.12.130 Unpaid fees.

15.12.140 Abatement.

15.12.150 Penalties.

15.12.010 Definitions.

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined in this section or in BMC 15.05, they shall have their ordinarily accepted meanings within the context with which they are used. Webster's Newest International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

(1) "Public nuisance" includes nuisances defined in Chapters 8.15 BMC, or in this chapter.

(2) "Secured" or "securing" means effective measures have been taken or are in the process of being taken to prevent the unauthorized entry of vacant property. Such measures may be specified in this chapter or may be specified by the city administrator, or designee, according to policies and rules adopted to implement this chapter.

(3) "Vacant" means a building or property has been continuously unoccupied and unused for at least 90 days. Conditions indicative of a vacant building or property may include:

(a) Weeds, grass higher than 10 inches, dry brush, or dead vegetation.

(b) Trash, junk, debris, building material, any accumulation of newspapers, circulars, and fliers (except those required by law).

(c) Discarded items including but not limited to furniture, clothing, appliances, printed materials, signage, containers, equipment, construction materials, or any other items that give the appearance that the property is abandoned.

(d) Past due utility notices or disconnected utilities.

(e) Abandoned vehicles and machinery.

(f) Absence of furnishings or equipment related to commercial, industrial, or residential use.

(g) Abandoned or damaged signs and other advertising structures.

(h) Graffiti, tagging, or similar marring of a building's exterior walls present for more than 48 hours.

(i) Statements by neighbors, passersby, delivery agents, and government employees that the property is vacant.

15.12.020 Applicability and administration.

(1) The provisions of this chapter apply to all buildings and properties located in the city and determined to be vacant. This chapter does not relieve an owner from compliance with all other city ordinances, codes, rules, or any state or federal laws.

(2) This chapter establishes a program for identification, registration, and regulation of property that is or becomes vacant on or after the effective date of this chapter; determines the responsibilities of owners of vacant property; and provides for administration and enforcement.

(3) The city manager, or designee, is authorized to administer and enforce the provisions of this chapter. Further, the city manager, or designee, may render interpretations of this chapter and adopt policies, procedures, and rules to carry out these provisions.

15.12.030 Registration required.

Property owners are required to register their vacant buildings or properties with the city when:

(1) The property owner knows, or from all of the facts and circumstances should know, that the building or property is vacant as defined in this chapter; or

(2) Thirty days from the date the city manager, or designee, mails a written notice to register to the property owner using the last known mailing address from the Curry County assessor's property records.

15.12.040 Registration requirements.

(1) Property owners will register with the city and provide all of following information:

(a) The address and legal description of the property.

(b) The current name, physical address, mailing address, email address, and telephone number for all owner(s). Corporations or corporate entities shall submit the same information for their registered agent.

(c) The case name and number of any litigation pending concerning or affecting the building or property, including bankruptcy cases.

(d) The contact information for any currently acting, local manager within the Urban Growth Boundary of the vacant property or building who is authorized to accept personal service on behalf of the property owner(s).

(e) Proof of liability insurance for the property.

(f) A completed vacant property plan, as provided in this chapter.

(g) A floor plan of the building(s) to be used by first responders in the event of a fire or other catastrophic event.

(2) Owners of vacant property must renew registrations by January 31st of each year for the remainder of the time the building remains vacant and pay the required annual fee as determined by resolution.

(3) Owners of vacant property must file an amended registration within 30 days of any change in the information contained in the annual registration.

(4) Registration does not exonerate the owner from compliance with all applicable codes and ordinances, nor does it preclude any of the actions the city is authorized to take pursuant to this chapter or elsewhere in the municipal code.

(5) Owners of vacant property are required to provide the city with proof of liability insurance covering the vacant property at the time of registration and with any subsequent registrations filed as provided above. In all cases, the owner is responsible for continuously maintaining appropriate insurance for vacant properties.

15.12.050 Registration fees.

The fee for registering and re-registering a vacant property shall be set, from time to time, by resolution of the city council. The amount of the fee charges shall not exceed the reasonable estimated cost of administering the provisions of this chapter.

15.12.060 Property manager or agent.

Vacant building or property owners must designate a local manager located within the Urban Growth Boundary for said buildings and properties and include current contact information for the designated manager. Property managers or agents will accept legal service on behalf of the building or property owner; however, the vacant property owner remains personally liable for code violations. This information will be collected on property registrations and re-registrations.

15.12.070 Determination of vacancy.

(1) Within 180 days after the effective date of this chapter, the city manager or their designee shall evaluate all buildings in the city they believe to be unoccupied and make a determination for each as to whether or not the building is a vacant building. The city manager or their designee may determine that a vacant building is not to be regulated under this chapter for a stated period if, upon consideration of reliable evidence, they determine

that regulation of the building under this chapter would not serve the public health, welfare, and safety and make written findings in support of the decision.

(2) When the city manager or their designee determines a building to be vacant, they shall within seven days of making the determination send notice as provided in BMC 15.12.030. Said notice of determination shall be sent certified mail, return receipt requested. Failure of delivery shall not excuse a person from complying with this chapter. The city manager or their designee shall maintain a record of such mailing for each notice of determination sent. The notice of determination will also be posted on the property.

(3) The notice of determination shall contain a statement of the obligations of the owner of a building determined to be a vacant building, and a copy of the registration form the owner is required to file pursuant to BMC 15.12.040.

15.12.080 Boarding of buildings.

It is the policy of the city that boarding is a temporary solution to prevent unauthorized entry into a vacant building and that boarded buildings are a public nuisance. A vacant building may not remain boarded longer than three months.

15.12.090 Vacant property plan.

If a property is not in compliance with this chapter, owners shall submit an approved vacant property plan within 30 days of filing the registration form. The city manager or their designee may prescribe a form for the plan.

(1) The plan shall contain the following at a minimum:

(a) A plan of action to uphold BMC 15.12.110, Maintenance and security requirements.

(b) A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured/covered by any means other than conventional methods used in the design of the building and/or permitted for new construction, as noted in Chapter 15.05 BMC. Boarding shall be accomplished with materials and methods described by the city administrator or their designee. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the city manager or their designee may waive the requirement of an enclosure.

(c) For buildings or property which are determined to be public nuisances, as defined in Chapter 8.15 BMC, the vacant property plan shall contain a plan of action to remedy such public nuisances.

(d) A time schedule identifying a date of commencement for repairs and date of completion of repair for each improperly secured opening and nuisance identified.

(e) If and when the owner proposes to demolish a vacant building or structure, then the owner shall submit a plan and time schedule for such demolition.

(f) A plan of action to maintain the building or property in conformance with this chapter.

(2) No plan which fails to provide for compliance with this chapter or which will not achieve compliance will be approved.

(3) Exterior lighting shall be maintained according to standards established by the city.

(4) All ground floor windows and all display windows in unoccupied or vacant buildings shall be kept well-maintained and functional, with all business signs removed.

15.12.100 Failure to comply with vacant property plan.

If a vacant property plan is deemed necessary by the city manager or their designee, failure to submit a plan within 30 days of filing the registration shall constitute a violation of this chapter subject to penalties.

The city manager or their designee will respond with either approval of the submitted plan or request revisions to address plan deficiencies. A revised plan must be submitted within 30 days of staff response. Failure to comply with the approved plan shall constitute a violation of this chapter subject to penalties.

15.12.110 Maintenance and security requirements.

The owner, or owner's designee, of a vacant building or property will comply with all building requirements pursuant to Chapter 15.05 BMC. In addition, the city council will adopt by resolution maintenance and security requirements for registered vacant buildings and properties. The city manager, or designee, will be responsible for maintaining the requirements in a manner that is accessible to the public and for updating the requirements as needed from time to time. The city manager, or designee, will update the city council in a public meeting when changes to the requirements are made but no additional resolution will be required.

15.12.120 Open property and securing fee.

The city may request authorization from the property owner to enter vacant buildings or properties that are left open and accessible. If the property owner does not authorize the city

to enter the property or buildings and does not secure the property or buildings within a reasonable time, then the city would seek an administrative warrant and post notice to enter the property for the sole purpose of securing the property.

The property owner will be responsible for paying any fees and costs incurred by the city in securing the property, including legal fees. Securing the property will be considered a benefit to the property and the city may record a lien against the property for the fees and costs incurred by the city in securing the property or building.

15.12.130 Unpaid fees.

All fees hereunder that remain unpaid after 30 days' written notice to the owner or management company shall be assessed against the property as a lien, recorded in the Curry County recorder's office and added to the city's lien docket.

15.12.140 Abatement.

Public nuisances as defined in Chapters 8.15, and in this chapter, may be abated by any of the procedures set forth in BMC 8.15.090.

15.12.150 Penalties.

A person who owns vacant buildings or property and who fails to meet the obligations outlined in this chapter may be fined per violation. Each subsequent violation will be considered a separate offense.

Pursuant to Chapter 1.05 BMC General Penalty, every offense is a violation which may be punished by a fine up to \$720.00; provided, that where Oregon statutes impose a lesser penalty for the same offense, then the lesser penalty shall apply. Each day or part of a day for which a violation is committed or persists is a separate offense.



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1102 Fax (541) 469-3650 TTY (800) 735-1232

www.brookings.or.us

Vacant Property Registration Form

Per Brookings Municipal Code Chapter 15.12, owners of vacant properties within the city limits are required to register annually with the City of Brookings. Registration forms are due by January 31st of each year or after 90 days of vacancy.

INSTRUCTIONS: Complete all sections of the form, including the second page, and answer all questions in full. Mail completed form, and registration fee if applicable, to the City of Brookings, 898 Elk Drive, Brookings, OR 97415.

Within 48 business hours of submission of a Vacant Property Registration form, the Code Enforcement Officer will complete a cursory exterior evaluation of the property (if not already completed) to determine whether or not the property is compliant with the maintenance and security requirements. **Upon completion of the inspection, property owner will be notified if a Vacant Property Plan is required.**

Property Type	1 st Year Registration Fee	Subsequent Years	Maximum Annual Registration Fee
Compliant Commercial Property	\$25	\$25	\$25
Non-Compliant Commercial Property	\$250	Increases \$50	\$750

Please Print

Vacant Property Address _____

Property Owner _____

Property Manager _____

Mailing Address _____

Phone _____ email _____

Renewal YES ☐ NO ☐

I affirm that the information provided in this application is true and correct to the best of my knowledge.

Print

Name _____ Signature _____

Date _____

FOR CITY USE ONLY

Date Received _____ Inspection Required YES ☐ NO ☐

Vacant Property Plan Required: YES ☐ NO ☐ Date Completed _____

Comment _____

Authorized Signature _____

City of Brookings
Maintenance and Security Requirements for Vacant Properties and Buildings

I hereby acknowledge and agree that the property I own within the City of Brookings complies with the following standards, or if it is determined by the City to be non-compliant I will submit a vacant property plan to address the deficiencies:

- Property shall be kept free from weeds, noxious vegetation, grass higher than ten inches, dry brush, dead vegetation, trash, junk, debris, building material, any accumulation of newspapers, circulars, flyers (except those required by law), discarded items including but not limited to furniture, clothing, appliances, printed materials, signage, containers, equipment, construction materials, or any other items that give the appearance that the property is abandoned.
- All visible front and side yards shall be properly maintained. Maintenance includes, but is not limited to, cutting, pruning, and mowing of landscaping and removal of all trimmings.
- Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors, gates, and any other opening of such size that may allow a child or other person to access the interior of the property and/or buildings or structures. Broken windows must be repaired, boarded, or replaced within 48 hours of notice.
- Address numbers shall be posted the same as the number listed on City records for the property. All buildings shall have address numbers posted in a conspicuous place so they may be read from the listed street or public right of way.
- All buildings shall appear to be maintained structurally safe and sound and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.
- Every masonry, metal, or other chimney shall appear to remain adequately supported and free from obstructions. Every chimney shall be reasonably plumb. Loose bricks or blocks shall be rebonded. Loose or missing mortar shall be replaced. Unused openings into the interior of the structure must be permanently sealed using approved materials.
- Foundation elements shall adequately support the building and shall be free of crumbling elements or similar deterioration. The supporting structural members in every dwelling shall be maintained structurally sound, showing no evidence of deterioration or decay which would substantially impair their ability to carry imposed loads.
- All exterior surfaces shall be kept free of graffiti. Graffiti means writing or drawings scribbled, scratched, or sprayed illicitly on a wall or other surface. Any vandalism must be repaired within 48 hours of notice.
- The roof shall appear to be structurally sound, tight, and have no defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building and shall channel rainwater in an approved manner to an approved point of disposal.
- Every stair, porch, and attachment to stairs or porches shall appear to be maintained as to be structurally sound. Every handrail and guardrail shall be firmly fastened, and shall be maintained in good condition, capable of supporting the loads to meet building codes.
- Every exterior wall and weather-exposed exterior surface or attachment shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the occupied spaces of the building.
- Every section of exterior brick, stone, masonry or other veneer shall be maintained structurally sound and be adequately supported and tied back to its supporting structure.
- Every window shall be substantially weather-tight, shall be kept in sound condition and repair for its intended use or shall be securely boarded up.


Property Owner/Property Manager Signature

CITY OF BROOKINGS

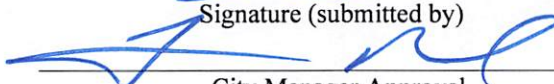
COUNCIL AGENDA REPORT

Meeting Date: April 14, 2025

Originating Dept: PW/DS



Signature (submitted by)



City Manager Approval

Subject: Wastewater Treatment Plant Generator Replacement

Motion: Authorize City Manager to execute an agreement with Rehlko in the amount of \$92,444 for the replacement of an emergency power generator at the City's Wastewater Treatment Plant.

Financial Impact: \$92,444 from wastewater system replacement funds (SRF)

Background/Discussion:

In late 2024, Jacobs reported to City staff that the trickling filter emergency generator had failed and that all efforts were exhausted in order to make needed repairs as it was determined the generator was not serviceable. Stadelman Electric was hired to install a bypass connection as a temporary means in case emergency power was needed at the trickling filter but specified that it was only temporary and not a permanent solution.

Jacobs solicited cost proposals from three generator manufacturers through Sourcewell, which is a government agency that supports cooperative purchasing, and received the following responses including a detailed comparison in attachment a:

Bidders	Estimate
Caterpillar	\$128,459
Cummins (Disqualified – see Jacobs recommendation)	\$73,102.47
Rehlko	\$92,444

Jacobs evaluated the three proposals and based on what was submitted by each individual manufacturer, they recommend we disqualify Cummins for not including the above ground fuel tank in their proposal as was requested. They recommend awarding to the lowest bidder, Rehlko, who also has a local service technician available for emergency repairs or service.

Attachments:

- a. Jacobs Recommendation to Award Letter
- b. Caterpillar Estimate
- c. Cummins Estimate
- d. Rehlko Estimate

Tony Baron
City of Brookings Public Works
905 Wharf Street
Brookings, OR 97415

April 3, 2025

SUBJECT: WASTEWATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT RECOMMENDATION

Dear Tony,

The City of Brookings (City) solicited cost proposals from three generator manufacturers on March 14, 2025, in response to the failure the existing 250 KW emergency generator at the wastewater treatment plant at Chetco Point. Manufacturers were selected using Sourcewell, which is a government agency that supports cooperative purchasing. The City has used Sourcewell successfully for other procurements. We understand that this solicitation is compliant with Oregon public contracting rules, and the City may select whichever proposal best meets their needs. Jacobs reviewed the three cost proposals, and developed a summary table for the City's review.

Item	Caterpillar	Cummins	Rehiko
250 KW Generator	Included	Included	Included
1,000-Gallon Fuel Tank (UL 142)	Included	Not Included	Included
Shipping (FOB)	Included	Included	Included
Installation Assistance	Included	Included	Not Included
Start-Up, Testing, Startup Services, Training	Included	Included	Included
Warranty	2-years	2-years	2-years
IBC Seismic Certification	Not Included	Included	Included
Generator Lead Time from approved submittal	30-33 weeks	21-23 weeks	20 weeks
Fuel Tank Lead Time from approved submittal	30-33 weeks	--	38 weeks
Nearest Service Tech	North Bend, OR	Arcata, CA	Brookings, OR
Extended Service Coverage (5 years)	Included	Not Included	Not Included
O&M Manuals	Included	Included	Included
Cost	\$128,459.00	\$73,102.47	\$92,444.00

Jacobs recommends that the City contract with Rehiko. They offer the lowest cost, shortest lead time, and closest service tech. Cummins has been removed from consideration as they did not submit a proposal for a fuel tank as required. If you have any questions, please contact Randy Mueller (through April 10, 2025 only) at 503-956-5723 or randy.mueller@jacobs.com or Brady Fuller at 541-318-4716 or Brady.Fuller@jacobs.com.

Sincerely,

Randy Mueller

PETERSON**CAT**

Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	1	250kW Indoor packaged standby generator set 277/480 volts, three phase, 60hz, 1800 rpm, including: UL2200 No IBC Seismic Certification EPA Certified for Stationary Emergency Use GCCP 1.2 Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 400 amps 100% Rated Main Breaker, Adjusted, LSI with shunt trip and aux PMG Excitation Jacket Water Heater Muffler, Flex, and Muffler Insulation by Harco DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote Annunciator Module, 16 light, shipped loose (1) Remote E Stop shipped loose by Pilla 2 Year Standard Manufacturers Warranty Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others	\$0.00	\$128,459.00

PETERSON**CAT**

Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

2	1	Tramont External Tank – UL 142 type 1,000 usable gallons, 46 hours run time at 100% load, 5 gal spill containment w/ overfill protection Includes Extended Vents - Shipped loose, installed by others	-	Included
3	1	Installation Assistance	-	Included
4	1	Start Up, Testing, and Commissioning Services Genset start-up, testing and commissioning services ATS startup combined with generator startup, separate dedicated trips are charged at an additional hourly charge. Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 2 hour, 1.0 PF Load Bank Test w/50' cable standard length Fuel not included	-	Included
5	1	Training 2 hours on site session w/ owner's representatives during regular business hours	-	Included
1	1	Extended Service Coverage, Platinum Plus Level, 5 years, 2500 hours	-	Included
		Customer Value Agreement (CVA) An Annual Service includes a full inspection of each unit and a full service, which includes; the replacement of engine oil, oil filters, and fuel filters. * Quoted for normal working hours (Mon-Fri 7am to 3:30pm) * Access to equipment is on ground level within 50 ft. of Service Truck. * Services are quoted for One Technician, 1mW and below. * Travel is included within 30 miles radius of Peterson Shop or dispatch location, including minimum fuel surcharge. * Annual Services to include Peterson PM Checklist found on CAT Inspect App. *Includes pricing for Oil Sample in Annual Service pricing. Important Note: Additional charges will apply for generator sets and engines located more than 50 ft from Peterson service truck or located on floors above or below the service truck. Additional charges will apply to a location more than 30 miles from a Peterson Power facility. **Less Sales Tax**		
2	1			Included
Total Sourcewell Discount Price				\$128,459.00

Pricing based on Q4, 2025 - Q1, 2026 Delivery. Add 1% escalation per month for later delivery estimate.

Quote Valid for 14 days - Quote subject to price increase after 14 days

PETERSON**CAT**

Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

Optional Adders & Deducts

Item	Qty	Description	Unit Price	Ext Price
1	1	Tramont External Tank – UL 2085 type 1,000 usable gallons, 46 hours run time at 100% load, 5 gal spill containment w/ overfill protection Includes Extended Vents - Shipped loose, installed by others	-	8,800.00

Notes (N), Deviations (D), Exceptions (E):

- (N) Automatic Transfer Switches (ATS) are not service entrance rated
- (N) Existing ATS to be reused. Recommend replacing if over 10 years old.
- (N) Fuel not included
- (N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required
- (N) Caterpillar Products Warranty - 2 Year Standard Manufacturer's Warranty
- (N) Quote based on Customer Communication and Spec Sheet dated March 13th, 2025.
- (N) Sect. 2.14 to use Caterpillar Factory Preproduction Testing information outside the PGS 0.8 Test Report being used for 2.13.B.
- (N) Peterson will comply with 3.03.C
- (D) Deviate from Sect 1.07 to include Filters and Belts only as a CVA is included.
- (D) Deviate from Sect 2.11 from a Factory Silencer to a Harco Muffler with insulation blankets.
- (D) Deviate from Sect. 3.03.B of 2 Hours stated to 2 Hours at 100% Load.
- (D) Deviate from Sect. 3.04 to include technician travel expenses and 2 hours of training As Standard.
- (E) Take Exception to Sect 3.03.D.2 the filters will only be replaced if there is a failure.
- (E) Take exception to Anchor and Pad calculations by others.
- (E) Take exception to sound, harmonics, emissions, infrared, NETA, and 3rd party testing.

Dimensions: Estimated L x W x H of generator, enclosure and fuel tank assembly

Length	Width	Height
122"	64"	84"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank

Approx 6,000

Equipment Availably: Estimated weeks after submittal approval

Approx 30-33

Submittal Availability: Estimated 4 - 6 weeks



Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

Credit: Order subject to approval. Thirty five percent (35%) due at submittal approval, sixty percent (60%) due at delivery of equipment, five percent (5%) at Commissioning Completion or 180 days from delivery of equipment. Payment due net 30 days from date of invoice.

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing. Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programing and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.



Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

SPECIAL NOTE ON COMMODITIES COSTS

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal.
I am available to discuss design and planning concerns with you.

Sincerely,

Patrick Tavares
PPSI Sales Rep
(541) 246-0925

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #

Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope:** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days	Cancellation Schedule	Cancellation Charge
From	To	Percent of Order
Order	15 ARO	5
16 ARO	30 ARO	10
31 ARO	60 ARO	20
61 ARO	91 before RTS	70
90 before RTS	On/after RTS	90

ARO – After receipt of order, RTS – Ready to ship

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.



Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.



Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.
- 17 **Warranties:**
- (a) **Equipment.** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this Section 17(a), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.
- (b) **Extended Protection or Coverage.** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
- (c) **Disclaimer of Warranties.** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.
- 18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

19 Limitation of Liability:

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20 Indemnification: Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

21 Force Majeure: Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

22 Privacy Statement: Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

23 Entire Agreement: This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

24 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.



Reference (Job Name): City of Brookings - WWTP

Sourcewell Member # 142214

Sourcewell Contract # 092222-CAT

Quote #: 250199, REV1

Date: March 21, 2025

- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
(a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.
(b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.



March 24, 2025

To

Prepared by

Mark Wahlberg
503.307.7529
cs931@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>DQDAA, Genset, Configurable Diesel U.S. EPA, Stationary Emergency Application 250DQDAA, Diesel Genset, 60Hz, 250kW Enclosure Color - None Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Broad Range, 105C Housing - None Fuel Tank - None Fuel Water Separator Control Mounting - Front Facing PowerCommand 2.3 Controller AmpSentry™ UL Listed Protective Relay Relays - Genset Status, User Configured Stop Switch - Emergency Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Left Only Circuit Breaker - 400A, Left, 3P, 600/690V, SS RMS, 80%, UL/IEC Terminal Box - Low Voltage, Right - None Circuit Breaker or Entrance Box - Bottom Entry, Left Side Load Connections Right Side - None</p>	1



	<p>Engine Governor - Electronic, Isochronous</p> <p>Engine Starter - 24 Volt DC Motor</p> <p>Exhaust Connector - NPT</p> <p>Engine Air Cleaner - Normal Duty</p> <p>Battery Charging Alternator</p> <p>Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted</p> <p>Shutdown - Low Coolant Level</p> <p>Engine Coolant - 50% Antifreeze, 50% Water Mixture</p> <p>Coolant Heater - 120V, Single Phase</p> <p>Engine Oil</p> <p>Test Record - Strip Chart</p> <p>Production Test Record - Safety Shutdowns</p> <p>Standard Diesel Witness Test Onsite</p> <p>Genset Warranty - 2 Years Base</p> <p>Literature - English</p> <p>Packing - Skid, Poly Bag</p>	
2	Muffler, Critical-Side Inlet, End Outlet, 4.0"NPT	1
3	Exhaust Tube, Flex-4.0" Flange x 18"L	1
4	DQDAA-C and DFEJ-K (0416-1096 Jumper Cable, 0416-1104 Pos Cable and A054M404 Neg Cable)	1
5	Battery, Group 34	4
6	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
7	Vibration Spring Isolators	4
8	Performance Specifications	1
9	Installation Assistance, Pre-Startup Assistance, NFPA 110 Startup Service, 2-Hr Building Test, 4-Hr Load Bank Test, Owner Training	1
10	Spare Parts: 3-sets oil and fuel filters, 1-set air filter, 2-sets belts, 4-sets lamps, 1-set fuses, 1-quart paint	1
11	PM Service Tools with Tool Box	1

QUOTE TOTAL: \$ 73,102.47

Quote value does not include any tax.



EXCEPTIONS AND CLARIFICATIONS:

The basis of this quote is configured around spec 263213.13 (dated Mar 2025) only, no electrical one-line or additional specs provided.
263213.13: 1.07.A Providing PM tools only, specialty service tools are not included
2.04.D.3 Cummins engines do not need a fuel cooler
2.04.D.5 & 2.07 (entire section) Cummins is quoting the generator without fuel tank. UL-2085 Main tank with pumps and controls are to be provided by others
2.11.C Generator is configured without enclosure and is rated at 90.7dB(A) @ 7-meters. Contractor to ensure the sound attenuation of the generator room meets the sound requirements. *Generator configured as 277/480V, 3-Ph (as instructed)

NOTES:

Quote is valid for 30-days

LEAD TIME:

Current Factory Lead Time: 21-23 weeks after submittal approval
Typical Submittal Lead Time: 2-3 weeks after receipt of purchase order

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Mark Wahlberg, Territory Manager, Power Generation, Pacific Region
cs931@cummins.com
503.307.7529

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.



Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

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COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting

Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.



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April 1st 2025

City of Brookings

Attn: Randy Mueller, PE; Procurement

Power Systems West is pleased to submit the following proposal for: Brookings WWTP

Quotation #27191102- Sourcewell Account #141214

BILL OF INCLUDED MATERIALS

Kohler Standby Generator Model Number: 250REOZIE

Generator Configuration:

- Engine: Kohler, Diesel, 9.0L, EPA Certified, 1800rpm
- Output: 255kW/319kVA; 60-Hz; 383 Output Amps
- Nameplate Rating: Standby 130C Rise
- Alternator Frame Size: 4UA13
- Volts: 480V, 3-Ph, 4-W, 0.8-PF
- UL2200 Listed
- Unit mounted radiator
- IBC Seismic Certification
- Air cleaner w/restriction indicator
- Engine Block Heater: 2500W, 120V, 1-Ph
- APM402 Controller NFPA 110 compliant
- Run Relay
- 2 Input/5 Output Relay Module
- Starting battery, rack and cables
- Battery charger, 10-Amp w/alarm board
- Mainline breaker: 400A LSI adjustable trip 80% Rated
- Open skid configuration
- Critical silencer, flex exhaust, weld on flange (ship loose)
- Leak alarm; high/low alarms; E-Vent 5", IBC
- High Fuel Level Switch
- Flexible fuel lines
- Coolant/lube oil
- RSA III Generator Annunciator (loose)
- NEC Remote e-stop (loose)

Tramont Day tank, Diesel, 1100 gallon, freestanding

- UL-2085 tank, 2 hour fire rated. (1) 2" NPT & (1) 4" NPT for customer use / spares in tank
- Remote fill alarm panel
- Tank includes lightweight concrete insulation
- Dual High/Low Fuel Level Switches set at 50% low & 90% high, with DPDT relays

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Additional Items

- Kohler Factory standard testing
- 1 Set, Operation and Maintenance Manuals
- 2 Year Factory Warranty Generator

Approximate Factory Lead Times: (subject to change)

- Generator -20 weeks from Production Release
- Tank – 38 weeks from production release

Project Specific Clarifications & Exclusions

1. Customer must verify through submittal review process and proposal herein will meet project requirements.
2. This proposal may be subject to a government-imposed tariff surcharge at time of delivery.
3. Tank offered as line item, see breakout below.

Power Systems West (PSW) – General Project Exceptions and Clarifications

1. All orders are subject to PSW's General Exceptions and Clarifications, Terms and Conditions, any deviations are rejected by PSW unless agreed to in writing by both parties.
2. Generators are for manufactured for stationary standby applications only to back up utility power. Any use other than backing up utility power will void the warranty and be subject to EPA fines. PSW will not start up any generator that is not installed for the proper application.
3. Off-loading, placement, concrete pad, anchors, and anchoring at the job site are not included.
 - a. Crane, forklift, rigging, or spreader bar is not included.
4. All piping, wiring, trenching, concrete pad or installation related components are not included.
5. Any permitting (air quality, environmental, fuel, fuel tank, or any other) is not included.
6. Fuel (diesel, propane, natural gas), propane tank, fuel piping, pumps, motors, regulators, fuel fill stations, or connections, are not included or installed.
 - a. Diesel sub-base and day tanks are UL-142 unless otherwise noted.
 - b. Fuel tank labeling, venting, or pressure testing is not included unless otherwise noted.
7. Indoor generator application's exhaust system (piping, ducting, thimble) is not included or installed.
 - a. Use of an enclosed generator in an indoor application is not allowed and will void the warranty and is a safety hazard.
8. Start-up, testing, and warranty validation includes one trip to jobsite during normal working hours unless otherwise agreed to in writing. If equipment is not ready for start-up when PSW arrives at the jobsite, there will be additional charges for a return trip. Owner training to be conducted during start up visit unless agreed to in writing. Load bank testing is not included unless it is specifically mentioned.
9. Rehlko factory witness testing and all related expenses (travel, food, lodging) is available at owner/contractor's own expense and not included unless otherwise mentioned.
10. Rehlko standard factory recommended field testing provided. NETA testing, or any other 3rd party testing not included unless otherwise noted.
11. 1 Set of Electronic O&M Manuals are included. Additional paperbound O & M's will be available for \$150.00 (taxes not included) each. Unless otherwise agreed to in writing.
12. Submittals will be electronic and completed upon award. PSW will provide an estimated timeline for completion, submittal completion timelines are good faith estimates and not a guarantee.
13. Compliance with National Electrical Code, NFPA, IFC, and state and local fire codes is the responsibility of the installing contractor.
14. Coordination studies of any kind are not included.
15. IBC seismic certification excluded unless otherwise noted.
16. Prices do not include any applicable taxes unless otherwise noted.
17. Equipment is shipped FOB factory, with freight prepaid and allowed to the job site unless otherwise noted.
18. Shipments are subject to manufacturer's lead times, transit times, and availability. Power Systems West assumes no responsibility for delays that are beyond our control and will not pay for any liquidated damages or any other damages.



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Power Systems West (PSW) – Terms & Conditions

1. **Warranties.** To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.
2. **Limitation of PSW's Liability.** Purchaser(s) agrees that PSW will not be liable for any direct, consequential, liquidated, incidental, or any other damages arising from contract, equipment failure, labor, pricing, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Purchaser(s) assumes all risks and liabilities inherent with the possession or operation of the equipment provided by PSW. Purchaser's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably and unconditionally waived, released and discharged. **Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect.** The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole discretion.
3. **Pricing.** All pricing excludes sales and other taxes, permits, fuel, installation, and handling, all of which shall be paid by the Purchaser(s.) All orders are subject to acceptance by PSW at the time of order release. Prices may be adjusted by PSW, upon notice to Purchaser(s), at any time prior to delivery to reflect any increase in PSW's cost of materials, components, shipping, and/or logistics, fuel, change in law, labor, taxes, duties, tariffs, quotas, acts of Government, force majeure, or any extra and unforeseen or unusual cost elements.
4. **Payment & Cancellation Terms.** Upon credit approval, full payment is due 30 days from invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.
5. **Default.** In the event the Purchaser(s) defaults on this invoice, Purchaser shall pay all recovery fees and costs. If a legal action is filed, Purchaser(s) shall pay PSW's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration, on any appeal, and on denial of any petition for review even if no action is filed. This Invoice shall be governed by and construed in accordance with Oregon law without resort to its conflict of laws principles.
6. **Shipping and Delivery.** All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and purchaser(s). PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at purchaser's request, purchaser is responsible for any storage and handling costs. All orders are subject to availability to PSW at its then existing locations, sources, suppliers and costs. All delivery dates and times provided, if any, are estimates only and do not establish agreed upon delivery date(s). PSW will not be liable for any associated costs or damages for delivery delays.
7. **Return Policy.** It is at PSW's sole discretion to determine if goods will be considered for return from Purchaser(s). To be eligible to return goods, Purchaser(s) return request must occur in writing and within the first 30 days of receipt and must be inspected and approved by PSW in writing. Upon written approval, the purchaser(s) will be subject to a 25% restock fee plus any additional freight and handling charges on all return items.
8. **Indemnity and Hold harmless.** To the fullest extent permitted by law, purchaser(s) shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of purchaser's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.

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Thank you for the opportunity to offer quality Kohler products and our service. For over 100 years, Kohler has been recognized as a leader in the manufacture of standby generator systems. By choosing a Kohler generator provided by Power Systems West, you can be assured you will receive the highest quality standby power system available. Power Systems West has specialized in providing and servicing generator systems in the Northwest for over 50 years. Power Systems West – your best choice for power. If you have any questions, please feel free to call or e-mail.

Rob Jackson

(503) 504.2011– Cell

rob.jackson@powersystemswest.com

Sourcewell



Sourcewell Account: #141214				
Rehko Awarded Contract: 09222-KOH		Rehko Contract Maturity Date: 11/22/2026		
Model	Rehko List Price (Each)	Sourcewell Member Discount (% = \$)	Sourcewell Member Total Price FOB Factory	Qty.
250REOZJE	\$79,822.00	32% (\$25,543.00)	\$54,279.00	1
Generator Freight		5% (\$290.00)	\$4,647.00	1
Generator Startup		5% (\$363.00)	\$5,818.00	1

Total Sales Price: \$64,744.00

Additional Items:	-Tramont 1000 gal Day tank, UL 2085 \$40,850.00
UL 142 tank with high low fuel alarms, (no concrete insulation)	- Tramont 1000 gal Day tank, UL 142 \$27,500.00

**Price does not include any applicable taxes or installation*

This quote is valid for 30 days

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Offer Acceptance

I hereby authorize Power Systems West to use this form as a bona fide purchase order of the equipment listed on **QUOTATION #27183990**, which establishes price and Bill of Materials. Acceptance of this offer is expressly limited to Power Systems West terms and conditions.

Proposed by:

Company: Power Systems West

Sales Professional: Rob Jackson

Prepared by Inside Sales: Shauna Martinez

Signature: *Shauna Martinez*

Date: April 1st 2025

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

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Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	Invoice GL Account	Invoice GL Account Title
03/25	03/04/2025	91801	4	Brookings Harbor Baseball Club	1,152.00-	V 10-04-4113	Park Revenue
03/25	03/11/2025	92316	5663	Engineering News-Record	99.99-	V 10-12-6125	Dues
03/25	03/06/2025	93049	5908	Amazon Capital Services	57.40	10-19-6005	Office Supplies
03/25	03/06/2025	93050	5997	AmeriTitle LLC	1,500.00	53-43-7026	Construction-USDA
03/25	03/06/2025	93051	4939	Bi - Mart Corporation	249.50	15-10-6030	Operating Supplies
03/25	03/06/2025	93052	5048	Brookings Harbor Medical Center	300.00	25-31-6030	Operating Supplies
03/25	03/06/2025	93053	313	Brookings Vol Firefighters	2,250.00	10-14-6165	B.F.A. Services
03/25	03/06/2025	93054	715	Budge McHugh Supply	5,479.52	20-21-6030	Operating Supplies
03/25	03/06/2025	93055	5567	CAL/OR Insurance Agency	683.33	30-10-6115	Insurance/Bonds
03/25	03/06/2025	93056	6031	Cascade Home Center	356.94	10-16-6030	Operating Supplies
03/25	03/06/2025	93057	193	Central Equipment Co Inc	56.55	25-31-6030	Operating Supplies
03/25	03/06/2025	93058	3015	Charter Communications	749.96	30-10-6135	Communications
03/25	03/06/2025	93059	5822	Chaves Consulting Inc	370.20	49-10-7030	Computer Hardware
03/25	03/06/2025	93060	5952	Chetco Auto Marine & Industrial Supply	64.85	20-21-6015	Equipment Maintenance
03/25	03/06/2025	93061	3834	Clean Sweep Janitorial Service	2,030.00	10-16-6060	Capella Expense
03/25	03/06/2025	93062	6324	CMG Oregon	254.27	51-41-7025	Construction
03/25	03/06/2025	93063	5827	Coastal Investments LLC	960.00	10-19-6090	Contract Services
03/25	03/06/2025	93064	1745	Coastal Paper & Supply Inc	887.25	10-16-6030	Operating Supplies
03/25	03/06/2025	93065	182	Coos-Curry Electric	11,784.69	10-16-6060	Capella Expense
03/25	03/06/2025	93066	259	Da-Tone Rock Products	885.35	25-31-6030	Operating Supplies
03/25	03/06/2025	93067	1	Adapt Integrated Health Care	250.03	20-00-2070	Deposits
03/25	03/06/2025	93068	1	Sunny Marquez	178.73	20-00-2070	Deposits
03/25	03/06/2025	93069	6320	Donovan Enterprises Inc	1,050.00	59-57-7025	Construction
03/25	03/06/2025	93070	5432	First Community Credit Union	3,560.00	25-31-8010	Interest
03/25	03/06/2025	93071	6325	Wendy Giordano	214.64	32-10-6120	Training/Travel
03/25	03/06/2025	93072	198	Grants Pass Water Lab	110.00	20-21-6030	Operating Supplies
03/25	03/06/2025	93073	6265	H&S Energy Group	3,670.63	10-13-6030	Operating Supplies
03/25	03/06/2025	93074	4269	Gary Milliman	325.00	10-11-6090	Contract Services
03/25	03/06/2025	93075	279	One Call Concepts, Inc	113.96	25-31-6090	Contract Services
03/25	03/06/2025	93076	699	Oregon Department of Transportation	145.00	15-10-6030	Operating Supplies
03/25	03/06/2025	93077	252	Paramount Pest Control	225.00	10-19-6090	Contract Services
03/25	03/06/2025	93078	4	Brookings Harbor Baseball Club	1,152.00	10-04-4113	Park Revenue
03/25	03/06/2025	93079	4	Heide Hulford	266.00	10-00-2070	Deposits
03/25	03/06/2025	93080	4	Nicole Jasicki	241.00	10-06-4150	Capella Revenue
03/25	03/06/2025	93081	4	Carman De Los Santos	241.00	10-06-4150	Capella Revenue
03/25	03/06/2025	93082	4	Ema Low	241.00	10-06-4150	Capella Revenue
03/25	03/06/2025	93083	322	Postmaster	1,200.00	25-31-6005	Office Supplies
03/25	03/06/2025	93084	6323	Rain for Rent	3,473.23	25-31-6015	Equipment Maintenance
03/25	03/06/2025	93085	6134	Patrick Smith	467.20	10-13-5025	Health Insurance
03/25	03/06/2025	93086	6243	Southern Oregon Trees and Stumps LLC	1,950.00	10-16-6090	Contract Services
03/25	03/06/2025	93087	4971	Valley Athletics	4,633.50	10-16-6030	Operating Supplies
03/25	03/06/2025	93088	2863	Verizon Wireless	716.23	10-13-6135	Communications
03/25	03/06/2025	93089	861	Village Express Mail Center	15.17	20-21-6030	Operating Supplies
03/25	03/13/2025	93090	5987	49er Communications Inc	22.55	10-14-6135	Communications
03/25	03/13/2025	93091	5997	AmeriTitle LLC	500.00	53-43-7026	Construction-USDA
03/25	03/13/2025	93092	5832	Asante Physician Partners	338.00	10-14-6085	Pre-employment screening
03/25	03/13/2025	93093	6121	AutoZone Inc	99.79	10-14-6020	Vehicle Maintenance
03/25	03/13/2025	93094	5767	Axon Enterprise Inc	5,652.00	10-13-6135	Communications
03/25	03/13/2025	93095	6326	Beacon Broadband Inc	521.20	30-10-6135	Communications
03/25	03/13/2025	93096	5070	Canon U.S.A. Inc	101.45	10-13-6030	Operating Supplies
03/25	03/13/2025	93097	193	Central Equipment Co Inc	341.66	10-16-6015	Equipment Maintenance
03/25	03/13/2025	93098	6205	James Crafton	17.00	20-21-6120	Training/Travel
03/25	03/13/2025	93099	6327	Curry County	14,179.50	32-10-6127	Fourth of July Expenditures

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	Invoice GL Account	Invoice GL Account Title
03/25	03/13/2025	93100	4746	Curry County Treasurer	1,056.00	10-00-2076	County Assessment
03/25	03/13/2025	93101	173	Curry Equipment	520.43	10-16-6015	Equipment Maintenance
03/25	03/13/2025	93102	575	Dell Marketing L.P.	1,445.89	49-10-7030	Computer Hardware
03/25	03/13/2025	93103	5663	Engineering News-Record	99.99	10-12-6125	Dues
03/25	03/13/2025	93104	153	Ferrellgas	784.36	15-10-6130	Utilities
03/25	03/13/2025	93105	5004	Galls LLC	274.94	10-13-6025	Uniform Allowance
03/25	03/13/2025	93106	198	Grants Pass Water Lab	110.00	20-21-6030	Operating Supplies
03/25	03/13/2025	93107	5754	iFocus Consulting Inc	2,575.00	49-10-6090	Contract Services
03/25	03/13/2025	93108	5858	Jacobs Engineering Group Inc	140,880.83	25-32-6090	Contract Services
03/25	03/13/2025	93109	6182	Nathan Krause	293.00	10-13-6120	Training/Travel
03/25	03/13/2025	93110	6182	Nathan Krause	293.00	10-13-6120	Training/Travel
03/25	03/13/2025	93111	6261	Language Line Services Inc	16.66	30-10-6030	Operating Supplies
03/25	03/13/2025	93112	202	League of Oregon Cities	1,443.90	10-13-6030	Operating Supplies
03/25	03/13/2025	93113	6065	Local Government Law Group PC	3,926.00	10-12-6065	Legal/Administration Services
03/25	03/13/2025	93114	5723	Northwest Playground Equipment Inc	48,048.80	50-10-7025	Construction
03/25	03/13/2025	93115	3561	Oil Can Henry's	245.38	10-13-6015	Equipment Maintenance
03/25	03/13/2025	93116	5008	Online Information Services	78.17	10-12-6090	Contract Services
03/25	03/13/2025	93117	5155	Oregon Department of Revenue	3,655.00	10-00-2079	State Unitary Assessment
03/25	03/13/2025	93118	207	Quill Corporation	476.06	10-19-6005	Office Supplies
03/25	03/13/2025	93119	6323	Rain for Rent	7,658.48	25-31-6015	Equipment Maintenance
03/25	03/13/2025	93120	5638	Guy Smith	17.00	20-21-6120	Training/Travel
03/25	03/13/2025	93121	380	Stadelman Electric Inc	649.70	15-10-6015	Equipment Maintenance
03/25	03/13/2025	93122	6262	Stateline Tires LLC	880.00	10-13-6015	Equipment Maintenance
03/25	03/13/2025	93123	142	Tidewater Contractors Inc	207,500.00	52-42-7025	Construction
03/25	03/13/2025	93124	6264	Tradewind Signs LLC	2,122.38	10-14-6030	Operating Supplies
03/25	03/13/2025	93125	4542	Umpqua Bank	5,322.00	45-10-8010	Interest Payments
03/25	03/13/2025	93126	432	USA BlueBook	423.36	25-31-6030	Operating Supplies
03/25	03/13/2025	93127	4734	Vestis Services LLC	120.00	10-19-6030	Operating Supplies
03/25	03/13/2025	93128	861	Village Express Mail Center	40.59	10-13-6030	Operating Supplies
03/25	03/13/2025	93129	2122	Cardmember Service	10,613.98	10-16-6120	Training/Travel
03/25	03/13/2025	93130	169	Waste Connections Inc	2,756.89	61-41-6038	Range Maintenance
03/25	03/13/2025	93131	5992	Ziply Fiber	1,495.39	25-31-6135	Communications
03/25	03/20/2025	93132	2407	Blue Star Gas	79.00	10-16-6030	Operating Supplies
03/25	03/20/2025	93133	5070	Canon U.S.A. Inc	328.80	10-15-6030	Operating Supplies
03/25	03/20/2025	93134	6328	Canopy Wellbeing	50.60	10-19-6090	Contract Services
03/25	03/20/2025	93135	5939	Country Media Inc	71.75	10-12-6010	Books & Publications
03/25	03/20/2025	93136	6205	James Crafton	70.00	25-31-6030	Operating Supplies
03/25	03/20/2025	93137	6078	Curry County Reporter	262.50	10-15-6090	Contract Services
03/25	03/20/2025	93138	259	Da-Tone Rock Products	558.37	50-10-7025	Construction
03/25	03/20/2025	93139	1	Christine Ballou	270.98	20-00-2070	Deposits
03/25	03/20/2025	93140	1	Summer Dimmick	9.59	20-00-2070	Deposits
03/25	03/20/2025	93141	5718	Don Kirk Construction Inc	35,713.00	50-10-7025	Construction
03/25	03/20/2025	93142	5078	Geotechnical Resources Inc	2,166.25	51-41-7025	Construction
03/25	03/20/2025	93143	6265	H&S Energy Group	2,828.88	10-13-6030	Operating Supplies
03/25	03/20/2025	93144	1130	H.D. Fowler	2,961.74	20-21-6030	Operating Supplies
03/25	03/20/2025	93145	1856	Helmets R US	463.00	61-41-6031	Supplies - Safety City
03/25	03/20/2025	93146	4980	iSecure Inc	45.00	10-12-6090	Contract Services
03/25	03/20/2025	93147	202	League of Oregon Cities	425.00	10-12-6120	Training/Travel
03/25	03/20/2025	93148	4332	Oregon Assoc Chiefs of Police	325.00	10-13-6125	Dues
03/25	03/20/2025	93149	687	Owen Equipment Company	659.79	25-31-6015	Equipment Maintenance
03/25	03/20/2025	93150	4	Donna Griffin	100.00	32-01-4025	Azalea Festival Revenue
03/25	03/20/2025	93151	207	Quill Corporation	97.77	10-19-6005	Office Supplies
03/25	03/20/2025	93152	6231	Billy R Reynolds	60.00	10-16-6030	Operating Supplies
03/25	03/20/2025	93153	380	Stadelman Electric Inc	185.20	10-19-6090	Contract Services
03/25	03/20/2025	93154	142	Tidewater Contractors Inc	525.92	50-10-7025	Construction
03/25	03/20/2025	93155	6264	Tradewind Signs LLC	1,000.49	61-41-6031	Supplies - Safety City

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	Invoice GL Account	Invoice GL Account Title
03/25	03/20/2025	93156	5992	Ziply Fiber	403.56	30-10-6090	Contract Services
03/25	03/20/2025	93157	4131	Zumar Industries Inc	524.16	15-10-6030	Operating Supplies
03/25	03/27/2025	93158	5908	Amazon Capital Services	131.63	10-19-6005	Office Supplies
03/25	03/27/2025	93159	5997	AmeriTitle LLC	300.00	53-43-7026	Construction-USDA
03/25	03/27/2025	93160	6105	Brightside Wash	1,165.00	10-16-6015	Equipment Maintenance
03/25	03/27/2025	93161	6073	Carpenter Point S	663.75	15-10-6015	Equipment Maintenance
03/25	03/27/2025	93162	6186	Jerit Carpenter	60.00	10-16-6030	Operating Supplies
03/25	03/27/2025	93163	3834	Clean Sweep Janitorial Service	1,005.00	10-13-6145	Investigation Costs
03/25	03/27/2025	93164	182	Coos-Curry Electric	11,847.62	10-16-6060	Capella Expense
03/25	03/27/2025	93165	566	Curry County Assessor	25.00	59-57-7025	Construction
03/25	03/27/2025	93166	6078	Curry County Reporter	262.50	10-15-6090	Contract Services
03/25	03/27/2025	93167	1	Mellissah Hendrickson	103.48	20-00-2070	Deposits
03/25	03/27/2025	93168	2640	Dyer Partnership	33,721.37	52-42-7025	Construction
03/25	03/27/2025	93169	198	Grants Pass Water Lab	55.00	20-21-6030	Operating Supplies
03/25	03/27/2025	93170	1130	H.D. Fowler	60.44	20-21-6030	Operating Supplies
03/25	03/27/2025	93171	6030	Hartwick Automotive LLC	72.04	10-13-6015	Equipment Maintenance
03/25	03/27/2025	93172	3978	KLB Enterprises	1,738.94	15-10-6015	Equipment Maintenance
03/25	03/27/2025	93173	687	Owen Equipment Company	502.17	25-31-6030	Operating Supplies
03/25	03/27/2025	93174	4	Elizabeth Olson	266.00	10-00-2070	Deposits
03/25	03/27/2025	93175	4	Amanda Oxley	266.00	10-00-2070	Deposits
03/25	03/27/2025	93176	866	Pitney Bowes Global Financial LLC	165.54	10-19-6005	Office Supplies
03/25	03/27/2025	93177	5101	Pitney Bowes Reserve Acct	500.00	10-19-6030	Operating Supplies
03/25	03/27/2025	93178	6329	Sean Stevenson	1,218.20	10-13-6025	Uniform Allowance
03/25	03/27/2025	93179	142	Tidewater Contractors Inc	584.44	15-10-6030	Operating Supplies
03/25	03/27/2025	93180	861	Village Express Mail Center	42.58	20-21-6030	Operating Supplies
03/25	03/27/2025	93181	5992	Ziply Fiber	1,121.82	25-31-6135	Communications
Grand Totals:					625,768.34		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary