

AGENDA
Special Meeting
TULELAKE CITY COUNCIL
February 05, 2025
5:00 PM

Dial in Number: 712-432-3900 – Conference id: 419973 #

If you are unable to attend in person, join the meeting by dialing the number listed above and entering the Conference ID No.

1. Call to order the special meeting of February 05, 2025.
2. Pledge of Allegiance
3. Approval of the January 21, 2025, regular meeting minutes. Discussion/Action.
4. Approval of the payments of bills. Discussion/Action.
5. Comments from the public.

This is the time set aside for citizens to address the Council on matters not on the agenda. Comments should be limited to matters within the jurisdiction of the Council. If your comment concerns an item on the agenda, please address the Council after that item is open for public comment. By law, the Council cannot discuss or act on matters that are not on the agenda. The mayor reserves the right to limit the duration of each speaker to three (3) minutes. Speakers may not give their time to others.

6. Approval to do a surplus sale for City equipment. Discussion/Action. (Director of Public Works)
7. Approval of quote to service City generators with Peterson CAT. Discussion/Action. (Director of Public Works)
8. Local Fire Report and update of recent fire hazards and potential fire hazards within the City of Tulelake. (Adam Alcorn, TMCDF)
9. Approval of Contract Amendment #2, Task Order # 11 for Permanent Local Housing Allocation (PLHA) 2020 commitment to do planning and preliminary engineering. Discussion/Action. (Chief Resilience Officer)
10. Approval of City Planner's quote for Permanent Local Housing Allocation (PLHA) 2020 commitment to do planning for PLHA site. Discussion/Action. (Chief Resilience Officer)
11. Approval of Resolution 25-02 "Authorizing Amendment of Resolution No. 22-15 of City of Tulelake Authorizing the Application and Adopting the PLHA Plan for the Permanent Local Housing Allocation Program" amending authorized signers/designee for the PLHA grant. Discussion/Action. (Chief Resilience Officer)
12. Update, review and approval of final architectural schematic for the Tulelake Cultural Visitor Center and approval to start the Phase 2 RFP process. Discussion/Action. (Chief Resilience Officer)
13. Approval of quote from Stacy and Dennis IT for a new desktop computer and monitors for the front desk. Discussion/Action. (Chief Resilience Officer)
14. Approval to dismiss and forgive 123 extra hours of used comp time by Chief Hoy. Discussion/Action. (Mayor Pro Tem Hendricks)
15. Approval to hire Christian Marquez Alcala for the full-time Assistant City Admin position starting at \$17.08 per hour. Discussion/Action. (Interim City Hall Administrator)

16. Approval to purchase new radar unit for patrol car. Discussion/Action. (Officer Ruiz/Chief Hoy)
17. Approval to cash out 30 hours of comp time as exempt from taxes. Discussion/Action. (Officer Ruiz/Chief Hoy)
18. Department Head updates. Discussion/Action.
 - a. Chief of Police, Tom Hoy
 - b. Chief Resilience Officer, Jenny Coelho
 - c. Interim City Hall Administrator, Aissa Martinez
 - d. Director of Public Works, Jose Perez
 - e. Finance Director, Will Sargent

COMMENTS FROM ADMIN AND STAFF:

19. Comments from City Engineer
20. Comments from City Attorney
21. Comments from City Building Inspector (Steve Sluss)
22. Comments from Library Branch Manager (Kaylee Wood)
23. Comments from Chief of Police (Tom Hoy)
24. Comments from Chief Resilience Officer (Jenny Coelho)
25. Comments from Police Officer (Jorge Ruiz)
26. Comments from Director of Public Works (Jose Perez)
27. Comments from Finance Director (Will Sargent)
28. Comments from City Treasurer (Sara Luscombe)
29. Comments from City Clerk (Aissa Martinez)
30. Comments from City Administrative Clerk (Cecilia Alvarado)
31. Comments from Council Member Henry Ebinger
32. Comments from Council Member Margie Cordonier
33. Comments from Council Member Teresa Williams
34. Comments from Council Member Bryan Hendricks
35. Comments from Council Member Tom Cordonier
36. Adjournment

Meetings convene in the Council Chambers at City Hall located at 591 Main Street, Tulelake, CA 96134.

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aids to participate in a public hearing should make the request to City Hall Staff at least 48 hours prior to the meeting.

The City Attorney, Margaret Long, may appear by telephone from 2240 Court Street, Redding, CA 96001 (530) 691-0800.

The City Finance Director, Will Sargent, CPA, may appear by telephone from 125 Riverside Drive, Klamath Falls, OR 97601 (541) 882-2668.

MINUTES
Regular Meeting
TULELAKE CITY COUNCIL
January 21, 2025 - 5:30 PM

ADJOURNMENT OF JANUARY 07, 2025, REGULAR CITY COUNCIL MEETING

Council Member Ebinger made a motion for the approval of adjournment of January 07, 2025, regular City Council meeting. Mayor Pro Tem Hendricks seconded the motion. All votes were aye. Motion carried. (Motion 25-04)

Mayor, Tom Cordonier called the meeting to order at 5:30PM. Mayor Pro Tem Bryan Hendricks and Council Members Henry Ebinger and Margaret Cordonier were present. Council Member Teresa Williams was present via conference call. Also in attendance were City Clerk, Aissa Martinez; Chief of Police, Tom Hoy; Chief Resilience Officer, Jenny Coelho; Police Officer, Jorge Ruiz; City Administrative Clerk, Cecilia Alvarado and Library Branch Manager, Kailee Wood. Those absent were City Treasurer, Sara Luscombe; Finance Director, Will Sargent and Director of Public Works, Jose Perez.

APPROVAL OF THE DECEMBER 17, 2024, REGULAR MEETING MINUTES

Council Member Ebinger made a motion for the approval of the December 17, 2024, regular meeting minutes. Mayor Pro Tem Hendricks seconded the motion. All votes were aye. Motion carried. (Motion 25-05)

APPROVAL OF THE JANUARY 07, 2025, REGULAR MEETING MINUTES

Council Member Ebinger made a motion for the approval of the January 07, 2025, regular meeting minutes. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-06)

APPROVAL OF THE PAYMENTS OF BILLS

Mayor Cordonier made a motion to approve paying the bills presented. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-07)

COMMENTS FROM THE PUBLIC

No comments.

RESCIND RESOLUTION 24-12 THAT WAS PASSED ON DECEMBER 3, 2024. REVIEW AND APPROVE RESOLUTION 25-01, A "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE APPROVING THE PURCHASE OF THE PROPERTY GENERALLY KNOWN AS APN# 050-071-120-000, LOT 5, BLOCK 11, 463A MAIN STREET, TULELAKE, CA AND APN# 050-071-050-000, LOT 5, BLOCK 11, 463 MAIN STREET, TULELAKE, CA FROM THE ESTATE OF DONALD AND ADELINE IDA DURYEE FOR FUTURE ADDITION AND DEVELOPMENT OF THE MIKE BUNCH PARK"

Chief Resilience Officer, Jenny Coelho, commented that Resolution 24-12 needed to be rescinded because the City is paying all closing costs on this property. City Clerk, Aissa Martinez, read the title of Resolution 25-01. Mayor Cordonier made a motion for the approval of Resolution 25-01, a "Resolution of the City Council of the City of Tulelake approving the purchase of the property generally known as APN# 050-071-120-000, Lot 5, Block 11, 463A Main Street, Tulelake, CA and APN# 050-071-050-000, Lot 5, Block 11, 463 Main Street, Tulelake, CA from the Estate of Donald and Adeline Ida Duryee for future addition and development of the Mike Bunch Park." Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-08)

APPROVAL OF POSSIBLE QUOTE FROM CUMMINS TO SERVICE AND REPAIR CITY GENERATORS

Mayor Cordonier made a motion to table this item until Director of Public Works, Jose Perez, could find more quotes. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-09)

APPROVAL TO ADD INTERIM CITY HALL ADMINISTRATOR, AISSA MARTINEZ AND CITY ADMINISTRATIVE CLERK, CECILIA ALVARADO AS CONTACTS FOR BANK OF AMERICA CREDIT CARD

Interim City Hall Administrator commented that to be a contact for Bank of America Credit Card they must be approved at a regular City Council meeting and the Council also must sign a letter and send it to Bank of America. Council Member Ebinger made a motion for the approval to add Interim City Hall Administrator, Aissa Martinez and City Administrative Clerk, Cecilia Alvarado as contacts for Bank of America Credit Card. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-10)

APPROVAL TO SEND CHIEF HOY AND K-9 TET TO K-9 SCHOOL FOR A TOTAL OF \$6500.00

Chief of Police, Tom Hoy, commented that he does not have a certified dog now so he would like to take his K-9 Tet to get certified. He commented that it is a 5-week course so Police Officer, Jorge Ruiz and Retired Annuitant, Tony Ross will be covering for the days he's not here. He also commented that the total is \$6500.00, and he will be using the money out of Public Safety. Mayor Cordonier made a motion for the

approval to send Chief Hoy and K-9 Tet to K-9 school for a total of \$6500.00. Mayor Pro Tem Hendricks seconded the motion. All votes were aye. Motion carried. (Motion 25-11)

REVIEW AND DISCUSSION OF COMP TIME OVERPAYMENT FOR STANDBY TIME FROM 2023

Chief of Police, Tom Hoy, commented that when he was hired, he had a lot of overtime and instead of getting it paid out he saved it for his days off. He commented that he used all those hours and went over. He asked the Council for their advice on what actions he can take due to his phone is going off all the time, so he has been putting in a lot of overtime. They suggested he keeps a record of all the hours he works. Discussion only. No action taken.

DISCUSSION AND APPROVAL OF CHANGING DAYS OF OPERATION FOR THE TULELAKE LIBRARY

Council Member Cordonier commented that they would like to change the days of operation for the Tulelake Library to Tuesday through Thursday, keeping the same hours, 12:00PM to 5:00PM. Library Branch Manager, Kailee Wood, commented that she asked people that go into the library if they would be fine with changing the days of operation and they said yes because most Mondays are closed for holidays, and they would like to come in later in the week. Mayor Cordonier made a motion for the approval of changing days of operation for the Tulelake Library to Tuesday, Wednesday and Thursday. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-12)

UPDATE ON OUT OF STATE VEHICLES WITHIN THE CITY LIMITS

Chief of Police, Tom Hoy, commented that the letters about people changing their out of state vehicles within City limits went out and he had a lot of complaints. Police Officer, Jorge Ruiz, commented that they are also receiving positive feedback from the community because this issue should have been fixed a long time ago. He commented that they have been citing people and it's starting to work, also having the help from State Police. They will continue to enforce this law. Discussion only. No action taken.

DEPARTMENT HEAD UPDATES

Chief of Police: Tom Hoy commented that they have been moving and towing cars in the City. He also commented that he has 6 applicants for a new Police Officer.

Chief Resilience Officer: Jenny Coelho commented that she met with the Library Branch Manager, Kailee Wood, and they found a California State Libraries grant that will help build a safe play place for kids at the library. She also commented that she met with Nick Scott and Stacey Todd and will begin writing an Urban Fire plan.

Interim City Hall Administrator: Aissa Martinez commented that City Hall has 6 applicants for the Assistant City Admin position and would like to have interviews next Wednesday. She also commented that there will be CPR training on February 20th at 8:00AM with Adam Alcorn for everyone to attend. Finally, she commented that Will Sargent joined a larger organization called Capstone Certified Public Accountants and will now be at their location on South 5th Street in Klamath Falls.

Director of Public Works: Absent.

Finance Director: Absent.

ADJOURNMENT

Mayor Cordonier made a motion to adjourn the meeting at 7:14PM. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-13)

Tom Cordonier, Mayor

Attest:

Aissa Martinez, City Clerk

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

Bills Submitted for Approval on 02-04-2025 - API25005 for Weeks 01/2/2025-02/04/2025				
Name	Document Number	Document Amount	Document Description	Fund Code
BEAR TECHNOLOGIES	25266	410.00	Monthly Server Maintenance - February	01
BEAR TECHNOLOGIES	25267	87.50	Endpoint Detection & Response	01
CAPITAL ONE SPARK BUSINESS	CP 01/07/2025	16.90	Maintenance on Equipment - PW	01
CAPITAL ONE SPARK BUSINESS	CP 01/13/2025	25.43	Meal - PW	04
CAPITAL ONE SPARK BUSINESS	CP 01/14/2025	26.72	Meal - PW	04
CAPITAL ONE SPARK BUSINESS	CP 01/15/2025	100.00	Fuel - PW	02
CAPITAL ONE SPARK BUSINESS	CP 01/16/2025	63.45	Aatrix W2's	01
CAPITAL ONE SPARK BUSINESS	CP 1/14/2025	163.83	Hotel - PW	02
CAPITAL ONE SPARK BUSINESS	CP 1/15/2025	34.17	Meal - PW	04
CAPITAL ONE SPARK BUSINESS	CP 12/23/2024	191.98	Membership Fee for Amazon Prime	01
CERTIFIED LABORATORIES	9010234	192.14	Androil Aerosol - Fire Hydrants	02
ED STAUB & SONS PETROLEUM,	11967665	608.07	Propane - CH	01
ED STAUB & SONS PETROLEUM,	331147	380.87	Fuel - PD	01
ED STAUB & SONS PETROLEUM,	331157	770.72	Fuel - PW	02
JUHL ENTERPRISES INC	J&P 1/30/2025	1,918.30	Metal for Gym - PD	01
JUNIPER PAPER & SUPPLY	820889	148.67	Toilet Tissue	01
LANGAN ENGINEERING AND	1000305	8,385.00	Environmental Services	01
LEAGUE OF CALIFORNIA CITIES	5439	100.00	Membership Dues for Sacramento Valley	01
MODOC COUNTY SHERIFF'S	TLPD 12.24	147.00	LiveScan - PD	01
NATIONWIDE	NW 1/13/2025	105.00	Surety Bond 1/29/25 - 1/28/26	01
PACIFIC POWER	41972561-002 8 1/25	1,741.41	Streetlights	11
PACIFIC POWER	41972561-003 6 1/25	1,170.04	Parks	01
PACIFIC POWER	41972561-004 4 1/25	233.75	C St	03
PACIFIC POWER	41972561-006 9 1/25	2,138.10	Booster Pump	02
PACIFIC POWER	41972561-007 7 1/25	279.31	400 Blk Main Library	01
PACIFIC POWER	41972561-011 9 1/25	3,368.50	1001 Dean Callas Way	03
PACIFIC POWER	41972561-013 5 1/25	13.84	Park St	03
PACIFIC POWER	41998321-001 6 1/25	1,864.73	101 Siskiyou St	02
PACIFIC POWER	41998321-004 0 1/25	368.87	Main & E St	01
PAPE MACHINERY, INC.	15835850	1.78	Maintenance on Equipment - Parks	01
PAPE MACHINERY, INC.	15835870	255.54	Maintenance on Equipment - Parks	01
PAPE MACHINERY, INC.	15844068	7.93	Maintenance on Lawn Mower	01
PAPE MACHINERY, INC.	15844076	77.16	Maintenance on Lawn Mower	01
RICHARD TINSMAN	2024-04	5,913.75	SB2 & LEAP Grant: May 2024	01
RICHARD TINSMAN	2024-06	5,937.50	SB2 & LEAP Grant: July & August 2024	01
RICHARD TINSMAN	2024-07	4,013.75	SB2 & LEAP Grant: September 2024	01
RICHARD TINSMAN	2024-08	4,370.00	SB2 & LEAP Grant: October & November	01
RICHARD TINSMAN	2025-05	4,773.75	SB2 & LEAP Grant: June 2024	01
SARGENT CERTIFIED PUBLIC	0374	2,500.00	Finance Director - December 2024	01
SMALL CITIES ORGANIZED RISK	Tul Install 2	17,172.72	Q3 Liability Insurance Installment FY24/25	01
SMALL CITIES ORGANIZED RISK	TulQ3FY25	14,144.33	3rd Quarter Premium WC	01
SOLID WASTE	003814	790.44	TS Gate Fees: Nov. 7, 2024	04
SOLID WASTE	003851	914.30	TS Gate Fees: Nov. 14, 2024	04
SOLID WASTE	003875	891.34	TS Gate Fees: Nov. 21, 2024	04
SOLID WASTE	003958	1,737.12	TS Gate Fees: Dec. 5, 2024	04
SOLID WASTE	003983	36.00	TS Gate Fees: Dec. 12, 2024	04
SOLID WASTE	003984	857.64	TS Gate Fees: Dec. 12, 2024	04
SOLID WASTE	004001	774.48	TS Gate Fees: Dec. 19, 2024	04

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

STANTEC CONSULTING SERVICES	2343087	2,865.50	Tulelake DTSC ECRG Assessment FY24	01
INC.	599760	12.08	Lamp - PW	02
STATELINE AUTO PARTS SUPPLY,	600913	100.77	Operating Supplies - PW	02
TULE TILLERS 4X4 AUTOMOTIVE	3954	676.00	Maintenance on 2019 Ram - PD	01
TULE TILLERS 4X4 AUTOMOTIVE	3955	140.00	Maintenance on 2019 Dodge Charger - PD	05
U.S. CELLULAR	0704672843	171.55	US Cellular - PW	02
VERIZON WIRELESS	6103578322	141.51	Verizon - PD	05
Total Bill Amount		\$94,331.24		
		Approved at the Regular Meeting on February 04, 2025		
	Pay Dates: 01/31/2025 PAY PERIOD: 01/12/2025-01/25/2025		Fund Account Codes:	
<i>Police Department: (4 Employees)</i>	<i>\$3,977.09</i>		01- General Fund	
<i>Chief Resilience Officer (1 Employee)</i>	<i>\$2,192.69</i>		02- Enterprise Fund - Water	
<i>Public Works: (6 Employees)</i>	<i>\$6,618.42</i>		03- Enterprise Fund - Sewer	
<i>City Hall: (4 Employees, including Library & Custodial)</i>	<i>\$3,664.70</i>		04- Enterprise Fund - Garbage	
<i>Council & Elected Officials: (7 persons)</i>	<i>\$2,054.90</i>		05- Police Personnel (COPS Grant) 11- Gas Tax Fund (Streets)	
			13- Local Transportation (TDA)	
Total Amount of Payroll DD's		\$18,507.80		
Total Amount Submitted for Approval - February 04, 2025:		\$112,839.04		



Date: 1/23/2025

Proposal# DKG240160N
Prevailing Wage Y/N Y

Customer Value Agreement (CVA)

Prepared for:

City of Tulelake

Acct # 1047390
Name: Jose 'Chewy' Perez
Phone: 530 281 9150
E-mail: chewy.perez@cityoftulelake.co
Billing Address: PO Box 847, Tulelake CA 96134

Prepared By: Dennis Gordon
Title: Product Support Sales Representative
Phone: 530 227 2923
E-mail: dkgordon@petersonpower.com

Peterson Power Systems, Inc. agrees to perform the services listed below for City of Tulelake

The agreement will be for a period of: Two Years
Commencing on: Acceptance Date
These services will be performed on the units listed below at the stated price:
The units are located at: Various Locataions Tulelake

The services have been designed around the Manufacturer's Recommended Standards, will be performed on a flat fee basis and include labor, travel and service parts as indicated below. Taxes, if applicable, are not reflected, unless otherwise noted. Following is a summary of charges for the agreement.

The services listed below include, but are not limited to, the following. For a complete listing of service options available through Peterson Power please see Attachment B.

An **Inspection** includes an individual inspection of each unit. The technician will verify the fluid levels (oil, coolant and fuel), service the batteries, ensure proper operation of battery charging system, perform an operational check of the engine and generator (as applicable), and provide a completed service report detailing the service and any potential problems that should be addressed.

An **Annual Service** includes a full inspection (see description above) of each unit and a full service which includes; the replacement of engine oil, oil filters and fuel filters. Air filters are replaced on an as needed basis for an additional charge. Please contact your PSSR if you would like your air filters replaced.

Load Bank Testing is recommended annually for any generator that is not run "under load" (maintaining a load of at least 30% of its kilowatt (kW) rating) regularly, to ensure the proper operation of your generator. A Load Bank Test will include the connection of a portable resistive Load Bank. Load test duration is specified below in the pricing Spreadsheet.

Every three years, engine manufacturers recommend replacement of cooling system belts, cooling system hoses and coolant. In addition, the (PM-3) includes upgrading block heater hoses to high temperature silicone hoses. Block heater isolation ball valves will be installed on any engine not already (if applicable) equipped. Engine thermostat and radiator cap are also replaced.

Batteries are recommended for replacement on a three year cycle and will be replaced with Maintenance Free batteries unless otherwise specified by the customer.

CVA pricing Spreadsheet. Proposal #

DKG250160N

CVA Year 1												
Make	Customer unit ID	Model	Serial	Inspection Frequency X Cost	Annual Service - (Green Annual put G in shaded column)	Load Test	Load Test Duration - Hours	Additional Troubleshooting	Battery Replacement	Additional Travel time from Redding	Coolnat Sampling and Analysis	Total
Kohler 150	TBD	150REOZJF	SGM32GGRV		\$ 1,264	\$ 920	2.0			\$ 195	\$ 21	\$ 2,400.00
Kohler 80	TBD	80REOZJF	SGM32LTJ5		\$ 1,149					\$ 195	\$ 21	\$ 1,365.00
Onan 60	City Hall	60.0EN-L/31271E	J870936458		\$ 1,189	\$ 895	2.0	\$ 388		\$ 195	\$ 21	\$ 2,688.00
Kohler 100	TBD	100REOZJF	SGM32LTJ4		\$ 1,204					\$ 195	\$ 21	\$ 1,420.00
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Total Year 1						\$ 7,873						\$ 7,873

**Peterson Power Systems
Detail of Services Offered
Attachment B**

Inspection Service

Before Starting Engine:

- Check engine oil and coolant levels
- Check block heater (should maintain a coolant temperature of 90° F in the block)
- Check fuel level in storage tank
- Check battery water level and top as necessary
- Check battery terminals for corrosion and connections for tightness (lead acid)

With Engine Running:

- Check oil pressure
- Check fuel pressure
- Check oil level and add oil as required
- Check RPM (frequency)
- Check generated voltage
- Check for leaks or unusual noises

After Stopping Engine:

- Check/verify all switches are in proper positions for automatic start.
- Check fuel level in tank
- Record battery charger volts, check for proper operation
- Remove, clean and reinstall all battery connections (lead acid)
- Inspect generator for cleanliness

Reporting:

- Provide written service report for each visit
- Advise customer of any/all unusual situations or potential problems which will require further attention
- Advise when main fuel tank is below $\frac{3}{4}$ full

Annual Service

Includes all Inspection Services and the following:

- Drain crankcase oil and replace with new oil
- Remove and replace oil and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis

Load Test

Start engine and load with contractor supplied resistive load bank. As per NFPA 110 (2013 Edition)
Code 8.4.2.3

Three Year Service (PM-3)

- Replace all rubber coolant hoses
- Replace drive belts
- Replace block heater hoses
- Replace coolant regulators (Thermostat) - Thermostats are not included on the Cat C175 Engines
- Replace rad cap
- Standard antifreeze will be replaced every three years

Extended life coolants will be upgraded after the first three years and replaced after six years
Additional services upon request

Thermal Image Inspections:

Thermo Images reveal temperature variations that signal electrical and mechanical problems before they become failures.

Fuel Conditioning/Polishing:

Extend life of stored diesel fuel by adding CAT Diesel Fuel Conditioner and polishing with high efficiency kidney loop filtration system.

Building Load Transfer with Visual inspection:

Inspect enclosure, anchorage, door seal, connections for thermal variance, loose or damaged wires, overheating or mechanical malfunction, and indicator lamps. Transfer load up to 30 minutes (as permitted).

Level 1 ATS Energized Preventative Maintenance (conforms NFPA 110 2018)

- Clean interior of ATS if safe to do so.
- Record utility voltage and amperage.
- Measure and record voltage drop across contacts (Utility Power)
- Perform functional test (Transfer load from utility to emergency power if permitted by customer)
- Record emergency voltage, frequency, and amperage
- Measure and record voltage drop across contacts (Emergency Power)
- Check for excessive heat build-up with infrared thermometer or camera.
- Verify time delays and voltage set points.
- Provide customer with a report of findings and recommendations for additional services.

Level 2 ATS De-energized Preventative Maintenance

- Work with customer to de-energize and isolate ATS.
- Perform contact resistance test with Digital Low Resistance Ohmmeter (DLRO)
- Inspect clean and polish contacts if required by DLRO testing.
- Inspect arc chutes, insulation, control wiring, switches, and relays.
- Check torque on all cables and wires.
- Check mounting hardware and function of mechanical components.
- Lubricate all mechanical components as needed.
- Perform Level 1 service after **re-energized work to confirm proper operation.**
- Provide customer with written documentation of service procedures, any findings and recommendations for additional services.

Level 3- Bypass 'Energized' Service

Bypass Isolation switches keep your facility powered 24/7, for maintenance purposes these transfer switches also have an additional circuit which allows the Automatic Transfer Switch to be isolated for an inspection with minimal arc concerns/PPE needs. Level 4 Bypass ATS Service is available as an energized service. Bypass ATS will be connected to source of facility's choice, either Utility or Emergency Generator for duration of inspection** to allow for safe isolated inspection of ATS contactor. ATS will be racked out and then inspected/cleaned before being racked back into the Bypass ATS.

***If outage was to occur during inspection, switch may need to be manually racked to alternate source. Depending on switch manufacturer, Time to bring the EPSS fully back online may range between 10 to 25 minutes. Please contact your*

Product Support Rep for details or to develop more detailed plan based on site and equipment specifics; full job site walk with lead technician may be necessary based on facility concerns and equipment onsite.

Level 4- Bypass 'De-Energized' Service

Level 4 service requires full de-energization of the Bypass Transfer Switch (Utility and E-Gen Shutdown). Level 4 service includes our Level 3 Scope of work, plus the addition of checking the mechanical torque of connections and lubrication of micro switches. Service is suggested to be combined with major shutdowns or based on manufacturer's specifications.

Megger Testing: (Insulation resistance testing)

Vibration, general usage or moisture can break down generator insulation and cause electrical shorts. Megohmmeter testing identifies decreasing generator insulation before it becomes a major repair or replacement. CAT recommends annual testing.

Emergency Servicing: Provide 24-hour emergency repair coverage **800.963.6446**

customer. The Purchaser will be charged for travel time and mileage associated with any service cancelled on the same date it was scheduled. For further terms and conditions please see Peterson Power Systems, Inc. Customer Value Agreement Terms and Conditions please see Attachment A..

PETERSON POWER SYSTEMS, INC. CUSTOMER VALUE AGREEMENT TERMS AND CONDITIONS

Attachment A

1. Terms and Conditions. These Terms and Conditions ("Terms") govern the purchase of the goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology and parts (collectively, "Goods") and services ("Services") from Peterson Power Systems, Inc., a California corporation ("Company") by the individual or entity identified on the Customer Value agreement on the reverse side hereof as Customer (the "Customer"), together with any Change Orders, exhibits, schedules, attachments and appendices making up a part of such Customer Value agreement (collectively, the "CVA"). Company and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Unless otherwise agreed to in a writing signed by an authorized signatory of Company, Company hereby expressly rejects the terms of any purchase order or any other document submitted by Customer to Company, unless such purchase order or document is signed by Company's authorized representative. The placing of an order with Company or the receipt or acceptance of Services by Customer constitutes Customer's acceptance of these Terms as set forth herein. For purposes of the CVA, the term "authorized signatory of Company" means any one of the corporate or executive officers of the Company (i.e., CEO, President, Vice President, Secretary, CFO, or Treasurer) or Branch Manager.

2. Term and Termination. The CVA shall commence as of the date of the last signature on the reverse side hereof and shall continue until the delivery of the Goods and/or completion of the Services, as applicable, unless sooner terminated in accordance with these Terms. Company may terminate this CVA upon written notice if Customer (a) fails to pay any amount due under this CVA when due, in which event this CVA will terminate upon the termination date set forth in such letter or if no such date is included, then three (3) business days of delivery by Company of such notice; (b) becomes insolvent, enters into voluntary or involuntary bankruptcy, commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors (or assigns its interest to a third party creditor), or ceases to conduct business, in which event this CVA will terminate immediately; or (c) otherwise breaches this CVA and such breach remains uncured (either as a result of the failure or refusal of Customer to cure such breach or because such breach is incapable of cure) for thirty (30) days of delivery of such notice. Additionally, Company may terminate this CVA at any time upon sixty (60) days written notice to Customer. Customer may terminate this CVA upon written notice if Company materially breaches any provision of the CVA and such breach remains uncured through no fault of Customer, within sixty (60) days of written notice by Customer to Company. In the event of termination of this CVA, Customer will remain obligated for payment for any Goods delivered and any Services performed by Company prior to the effective date of termination and for any cancellations charges for work in progress as of and prior to such effective date of termination.

3. Order and Delivery of Goods or Performance of Services. All orders for Goods and Services are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Customer shall have no right to cancel orders for Goods once a purchase order is issued to Company; provided, however, some parts may be returnable to Company in accordance with Company's then current parts return policy. Company will exercise commercially reasonable efforts to meet any performance dates set forth in the CVA, which such dates are estimates only. Company will have no liability for any loss associated with the delay in the delivery of Goods or performance of Services under the CVA. Additionally, Company will not be deemed in breach of its obligations under this CVA or otherwise liable for any costs, charges, losses sustained or incurred by Customer for any delay in the delivery of Goods or performance of Services arising out of, caused by or in any way related or connected with any circumstances beyond its reasonable control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents, 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 in connection with the Goods and Services hereunder.

Customer understands and acknowledges that the CVA or Proposal made by Company to Customer has been made by Company in reliance on representations made by Customer regarding, among other things, the cleanliness, functionality, operational status, condition, prior use, contents and nature of the equipment or machinery that will be subject to the Services. Should any of the representations on which Company relied in preparing the Services be for any reason false or incomplete, or if Company shall reasonably determine in the course of performing the Services that additional repair, maintenance or improvement services are necessary to satisfy its obligations hereunder, Company will promptly provide to Customer an estimated cost of the additional work necessary to satisfy its obligations hereunder ("Additional Work"). If Customer either declines or fails to agree to modify the Proposal and scope of Services to include the Additional Work within thirty (30) days, Company will be entitled to terminate without penalty this CVA in accordance with these Terms. Additional Work approved or accepted by Customer shall be deemed part of the Services hereunder and subject to these Terms (except as otherwise provided in such Additional Work - i.e., estimated costs). Company reserves the right to charge for any cancellation by Customer of any scheduled Services. Customer will pay for any partially completed work based on time and materials at Company's prevailing rates. Additional handling and storage fees may apply to partially completed work.

4. Customer's Obligations. Customer shall comply with Applicable Law in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents (defined below) 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 CVA and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the machinery or equipment subject to the CVA, as stated or endorsed by Company or the manufacturer of such machinery or equipment. Customer shall cooperate with Company in all matters relating to the Goods and Services described subject to the CVA and to the extent Services are required, will make available to Company the machinery or equipment on which the Services are to be performed or provide such access to Customer's premises and facilities as may reasonably be requested by Company for the purposes of performing such Services. Customer shall provide directions, information, approvals, authorizations, decisions or materials that are reasonably necessary for Company to perform the Services. Customer shall maintain the premises on and around which the Services will be performed in a reasonably safe condition and shall notify Company in advance of any hazards, dangerous conditions and defects that cannot be abated. Customer warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes. The representations and warranties of Customer under this CVA shall survive any expiration or termination of this CVA.

5. Pricing. Unless otherwise set forth in the CVA or a written proposal issued by Company ("Proposal"), the price for Goods shall be Company's list price for such Goods on the date such Goods are delivered to Customer. Unless otherwise set forth on a Proposal, the labor rates for Services shall be Company's standard labor rates for the applicable type of Service (including, but not limited to, field rates, shop rates, specialty rates or other rates, as applicable) in effect at the time the Services are performed. Unless expressly provided for on a Proposal, pricing and labor rates for future orders is subject to change without notice. Pricing and risk of loss for purchased Goods is FOB Company's site, unless purchased Goods are shipped to Customer directly from the manufacturer, in which case pricing and risk of loss is FOB factory. Any claims for shortages, damages, or delays must be made by Customer direct to the carrier.

6. Taxes. Customer will promptly pay to Company any taxes that Company is required to collect with respect to the purchase of Goods and Services or any amounts payable by Customer under the CVA, 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 from which Customer claims exemption, Customer shall provide Company with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer fails to provide an appropriate exemption certificate and supporting documentation, as determined by Company, Customer will remain liable for all such Taxes and will indemnify Company for any liability related to the same.

7. Change Orders. Subject to Section 3, above, if either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Company shall, within a reasonable time after such request, provide a written proposal to Customer of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Services arising from the change. Within thirty (30) days after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a New Quote 4 of 8

"Change Order"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the above, Company may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the CVA or relevant Proposal or Change Order.

8. Payment. For Customers with an open credit account with Company, machine sales payments are due Net 10, and all other payments are due Net 30. For Customers who do not have an open credit account with Company, payment is due upon delivery of Goods or completion of Services. Company 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 Goods, completed Services or scheduled Services until receipt of full payment then owing by Customer to Company. If Customer fails to pay for Goods and Services as and when due, Customer shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Customer shall pay Company all reasonable attorneys' fees and collection costs incurred by Company.

In addition to any other right of set-off or recoupment Company has under applicable law, Customer agrees that, with respect to any amounts due from Customer or Customer's affiliates to Company or Company's affiliates, Company and its affiliates may set-off such amounts against any amounts owing to Customer or Customer's affiliates. If Customer requests customization of machinery or equipment, Customer agrees to pay all parts and labor costs Company incurs in customizing the machinery or equipment, regardless of whether or not Customer completes the purchase of the customized machinery or equipment. Customer, at its sole expense, must pick up its machinery or equipment from Company's facility within two (2) business days after notification from Company of completion of Services. If Customer's equipment is not picked up within two (2) business days after such notification, Customer will be liable for storage charges of \$50.00 per day from the date of completion of Services until Customer's equipment is picked up.

9. Late Payments. Any amounts not paid by Customer when and as due will bear interest at the lesser of the rate of 1.5% per month (18% per annum) and the highest rate permitted under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid in full. In addition to all other remedies available under this CVA or at law (which Company does not waive by the exercise of any rights hereunder), Company will be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder.

10. Invoice; Fees and Expenses. Customer will (i) reimburse Company for all reasonable costs and expenses (including, but not limited to, Company's collection costs and reasonable attorneys' fees) incurred in connection with the Services or in collecting any late payments and (ii) pay all other amounts due under this CVA, in each case within thirty (30) days of receipt by the Customer of an invoice from Company. Failure to notify Company in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives 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.

11. Warranties. All warranties described herein, including any Extended Protection Plan that may be purchased by Customer are subject the provisions of Section 11(d) and Section 12.

(a) Goods. For new Goods purchased by Customer from Company, Customer acknowledges that (i) Company is not the manufacturer of the Goods; (ii) Company will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any manufacturer's warranty is and will be subject to all terms, conditions and exclusions contained in these Terms. Notwithstanding anything contained to the contrary in this CVA, including this Section 11(a), Company makes no representation or warranty as to the Goods or any manufacturer's warranty of or for such Goods.

(b) Services. For Services purchased by Customer from Company, Company warrants that its Services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, with such service warranty extending for a period of time expressly set forth in the service warranty (as the same may be extended by an applicable Extended Protection Plan), commencing from completion of the original Services. For example, if the service warranty is for a period of six months from completion of the original services, then if Company performs a repair pursuant to its service warranty, the warranty period remains six months from completion of the original Services; the six month service warranty period does not start over with the repair. If replacement parts used by Company in connection with the provision of Services include a manufacturer's warranty, Company will pass such warranty through to Customer to the extent permitted by the terms of the manufacturer's warranty. Company's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Customer, subsequent repairs performed by Customer or vendors other than Company, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty. In the event of a conflict between the terms and conditions set forth in any applicable service warranty and these Terms, the provisions of the applicable service warranty shall control.

(c) 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.

(d) Disclaimer of Warranties. EXCEPT AS MAY BE EXPRESSLY DESCRIBED ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER HEREUNDER. COMPANY 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. COMPANY IS NEITHER A MANUFACTURER OF ANY PARTS USED IN THE SERVICES NOR AN AGENT THEREOF. ALTHOUGH COMPANY MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF COMPANY; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY COMPANY WHICH ARE NOT COVERED BY SUCH MANUFACTURER'S WARRANTY. Any warranty by Company shall be null and void and have no legal effect if Customer has failed to pay for the Services 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 Company.

12. Limitation of Liability.

(a) IN NO EVENT SHALL COMPANY, ANY COMPANY ENTITIES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS 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 CVA.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY 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 COMPANY OR ANY COMPANY ENTITIES ARISING OUT OF THIS CVA 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 ONE MILLION DOLLARS \$1,000,000.

(c) EXCEPT FOR THE BREACH OF OBLIGATIONS OF CUSTOMER OR ITS AGENTS UNDER SECTION 8 (PAYMENT), CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS CVA AND DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF CUSTOMER OR ANY OF ITS AGENTS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTOMER OR CUSTOMER'S AGENTS ARISING OUT OF THIS CVA EXCEED THE GREATER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR

New Quote 5 of 8

THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM.

(d) THE PARTIES AGREE THAT THIS SECTION 12 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(e) THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CVA.

13. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party for, from and against any third party claims related to the Goods or Services to the extent and only to the extent such third party claims (including, but not limited to, claims related to the death or injury of any

person(s) or damage to property) are caused by the indemnifying party's negligent acts or omissions, subject to the limitations set forth in Section 14 below. The foregoing indemnity shall not apply to claims asserted by employees of either party. To the fullest extent permitted by Applicable Law, except to the extent of the gross negligence or willful misconduct of Company, Customer agrees to indemnify, defend and hold harmless Company, its affiliates, parent company and subsidiaries, and all of their respective owners, directors, officers, managers, employees, agents or representatives for, from and against any and claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages (including, but not limited to, damages for personal injury, including death, and real and personal property damage), liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses (including, but not limited to, reasonable attorneys' fees, expert witness fees, costs and expenses) of whatever kind (collectively, the "Claims") that are caused by, arising from or related in any way to (a) any breach or failure to comply with any representation, warranty, covenant or obligation hereunder by Customer or its Agents; (b) any act or omission to act of Customer or its Agents with respect to the Goods or Services purchased by Customer, including, but not limited to, the acts or omissions of Customer or its Agents with respect to such person's use, handling or maintenance of the any machinery or equipment purchased by Customer or serviced at the request of or for the benefit of Customer hereunder that conflicts with or does not conform to the usage for such machinery or equipment as specified by Company, the manufacturer of such machinery or equipment.

14. Insurance. During the term of this CVA, each Party shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (a) commercial general liability in occurrence form with a minimum limit of \$1,000,000 per occurrence, plus a minimum \$2,000,000 general aggregate limit; (b) workers' compensation in an amount no less than the minimum required by law and employers' liability in a sum no less than \$1,000,000; and (c) any additional insurance Company may reasonably require, in each case with financially sound and reputable insurers. Upon either Party's request, the other Party shall provide the requesting Party with a certificate of insurance from such Party's insurer evidencing the insurance coverage required under these Terms. The certificate of insurance shall name the requesting party as an additional insured. The insured Party shall provide the requesting Party with thirty (30) days' advance written notice in the event of a cancellation or material change in the insured Party's insurance policy. Customer acknowledges that additional insurance required by Company under subsection (c) shall be deemed reasonable where the Goods or Services under the CVA are, or have or may become, in the commercially reasonable discretion of Company of such nature, scope, or volume to warrant such additional insurance. A certificate of insurance from Customer's insurer evidencing such additional insurance shall be delivered to Company upon Company's request.

15. Force Majeure. Company shall not be liable, nor be deemed to have defaulted or breached this CVA, for any failure or delay in fulfilling or performing any term of this CVA to the extent such failure or delay is caused by or results from acts or circumstances beyond Company'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, epidemic, 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.

16. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Company and/or the Company Entities in accordance with Company's Privacy Statement, which is posted on Company's website (as such statement may be revised from time to time), and agrees that such information may be accessed by the Company Entities 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.

17. Entire Agreement. This CVA 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 CVA.

18. Binding Effect. This CVA shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

19. Severability. If any provision of this CVA is found unenforceable or invalid, the remainder of the CVA 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.

20. Counterparts. This CVA 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.

21. Assignment. Neither Party may assign, convey or transfer this CVA, 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 Company may assign this CVA or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Company or its parent company.

22. No Waiver. A waiver of any term, right or condition of this CVA 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 CVA shall operate as a waiver of any other term, right or condition.

23. Relationship of the Parties. No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Company.

24. 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 CVA 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 CVA. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this CVA 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 CVA, 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 CVA and that in the event of any ambiguity in any provisions of this CVA, 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.

25. No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this CVA are intended or will be construed to confer upon or give to any person or entity other than Customer and Company any rights, remedies or other benefits under or by reason of this CVA.

26. 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.

27. Governing Law; Venue. (a) This CVA 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 Company 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 Company 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 Company at its office within such state. For agreements made or accepted by Company 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 CVA. For agreements made or accepted by Company 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. New Quote 6 of 8

28. Survival. Notwithstanding anything contained herein to the contrary, Sections 6, 11(d), 12, 13, 14, 15, 16, 24, 26, 27, and 28 will survive any termination or expiration of this CVA.

Additional Consultant Service No. 4
Scope of Services - Task Order No. PLHA-01

February 4, 2025

Pursuant to the March 2, 2021, professional services agreement between the City of Tulelake (City) and Richard Tinsman (Consultant) for Planning Consulting Services, this scope outlines tasks to be completed by Consultant specific to a Permanent Local Housing Allocation (PLHA) Program Grant (Agreement No. 22-PLHA-17892) awarded to the City by the California Department of Housing and Community Development (HCD).

A. Scope of Work

Task 1: Planned Development Ordinance & Zone Change

To facilitate and encourage the development of affordable housing on an approximately four- to six-acre PLHA project site, Consultant will prepare a planned development ordinance for the site that, when adopted, would establish residential development standards for single-family and multifamily uses consistent with proposed buildout of the site. The draft ordinance will be presented to the City Council for review and consideration accompanied by the buildout plan prepared by the City Engineer and the CEQA document prepared for the City by Rabe Consulting under separate contract.

Deliverables: Planned Development ordinance, staff report, findings, public notices, and at least one public hearing.

Task 2: Development Plan Support

Consultant will coordinate with the City, City Engineer, and others as needed to assist City Engineer in the development of a buildout plan for the PLHA project site.

Deliverables: Review of draft plans, maps, street and utility alignments, etc., and remote participation in regularly scheduled project management meetings.

B. Completion Schedule & Budget

Task	Completion Date	Budget
Task 1 – PD Ordinance & Zone Change	June 15, 2026	\$9,500
Task 2 – Development Plan Support	June 15, 2026	\$2,750
Total Estimated Cost		\$12,250

C. Acceptance


By signature, the parties each accept the provisions of the Task Order No. PLHA-01 and authorize Consultant to proceed at the direction of the City's representative in accordance with the Scope of Services.

DATED this 4th day of February, 2025.

CITY OF TULELAKE

By: _____
TOM CORDONIER, MAYOR

CONSULTANT

By:  _____
RICHARD TINSMAN, PRINCIPAL



CONTRACT AMENDMENT #2

Project: Task Order #11 - PLHA Planning & Preliminary Engineering

Job Number: 1012-5811

This Amendment Agreement ("Agreement #2") is made as of January 31, 2025, between Adkins Engineering & Surveying, Inc. and City of Tulelake.

This Agreement #2 amends the Contract with an effective date of November 7, 2023 by and between the parties. If there is any conflict between the provisions of this Agreement #2 and those elsewhere in the Original Agreement, the provisions of this Agreement #2 govern. Except as expressly stated otherwise in this Agreement #2, all provisions of the Original Agreement remain in full force and effect.

This Agreement #2 is to provide the following additional services for Activities 1 and 2 for the project utilizing available 2020 funds associated with City of Tulelake Contract No. 22-PLHA-17892:

Section 6. Payments to Engineer

Description of Service	Amount	Basis of Compensation
Activity 1 – Multi-Family projects to include Engineering, Bidding, Construction Administration, Materials Testing, Construction Staking Services	\$32,157	Fixed Fee
Activity 2 – Single Family projects to include Engineering, Bidding, Construction Administration, Materials Testing, Construction Staking Services	\$32,156	Fixed Fee
TOTAL COMPENSATION	\$64,313	

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

Accepted by:

Approved by: Adkins Engineering & Surveying, Inc.

By: _____

By:  _____

Name: _____

Name: Michael Moser

Title: _____

Title: Principal/Project Manager

Date: _____

Date: January 31, 2025

1435 Esplanade Ave, Klamath Falls, OR 97601

o 541.884.4666 / f 541.884.5335 / w AdkinsEngineering.com

TULELAKE CULTURAL VISITOR CENTER
CONCEPTUAL DESIGN - SCHEME C1

TULELAKE CULTURAL
VISITOR CENTER
315 MAIN STREET
TULELAKE, CA 95741

PROJECT NO. C-2405
DATE: 21 JAN 2025

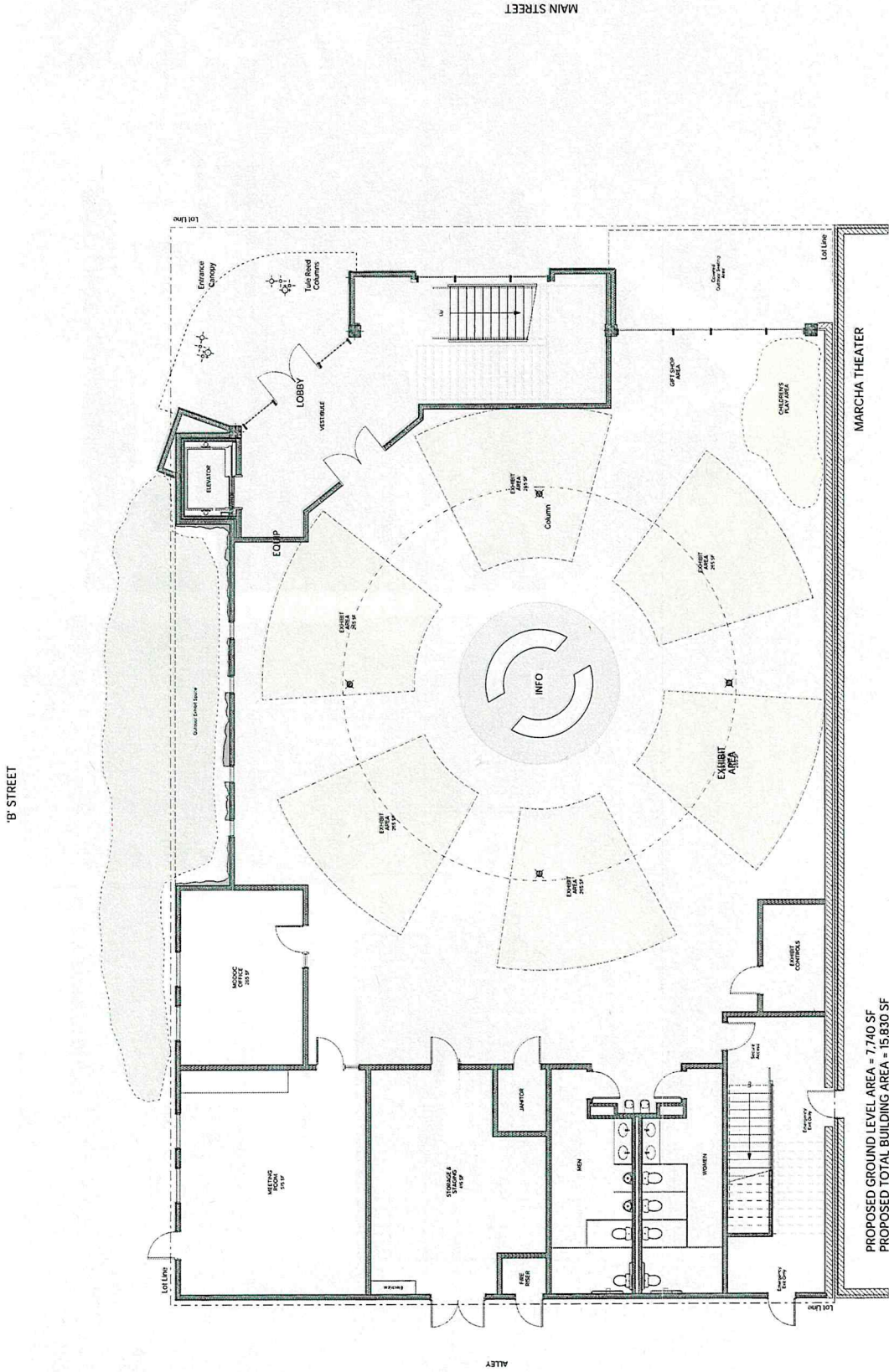


SCHEMATIC SITE CONTEXT PLAN
SCALE: 1/8" = 1'-0"

TULELAKE CULTURAL VISITOR CENTER
 CONCEPTUAL DESIGN - SCHEME C1

TULELAKE CULTURAL
 VISITOR CENTER
 315 MAIN STREET
 TULELAKE, CA 95114

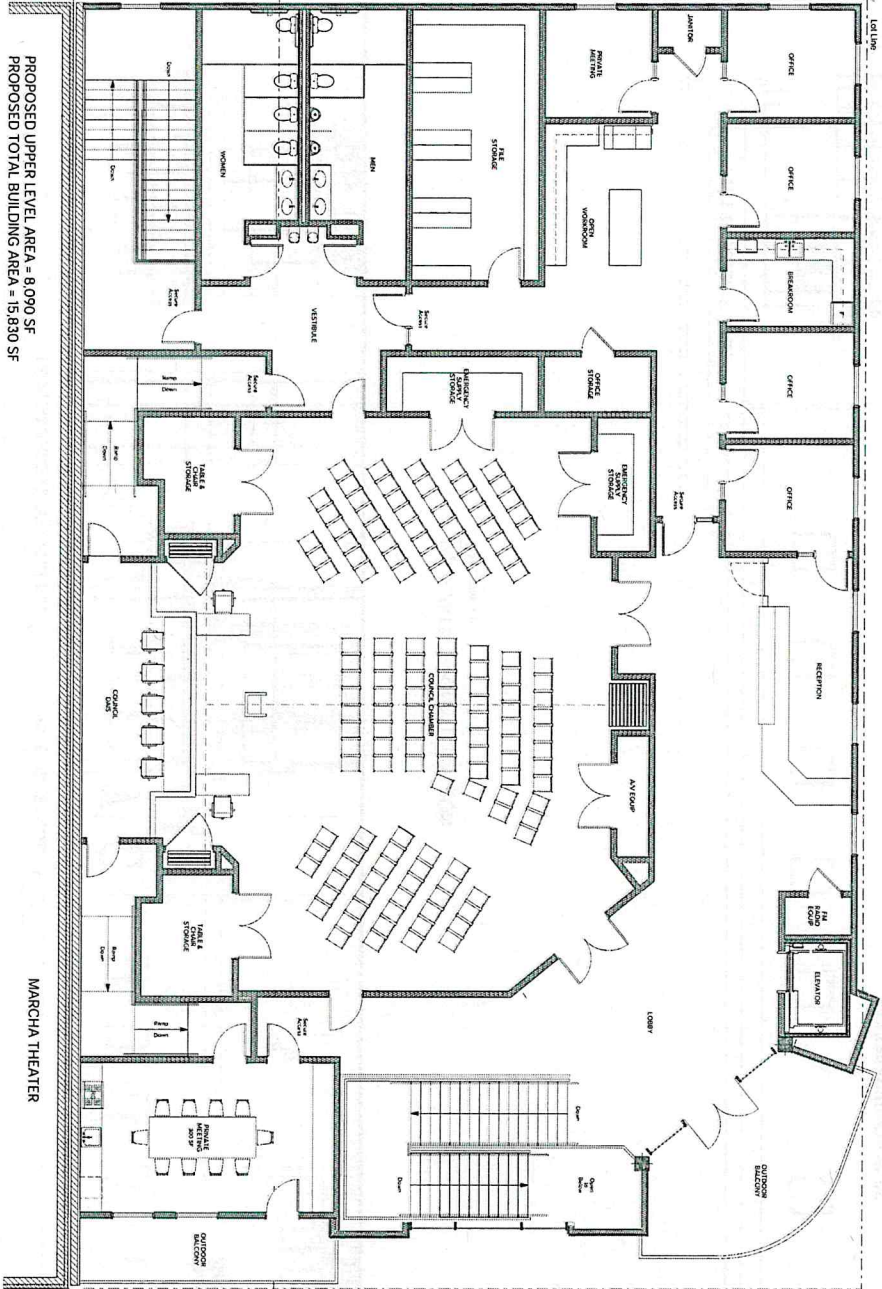
PROJECT NO. C2-202
 DATE: 2/16/2025



PROPOSED GROUND LEVEL AREA = 7,740 SF
 PROPOSED TOTAL BUILDING AREA = 15,830 SF

SCHEMATIC GROUND LEVEL FLOOR PLAN
 SCALE: 3/16" = 1'-0"





PROPOSED UPPER LEVEL AREA = 8,090 SF
 PROPOSED TOTAL BUILDING AREA = 15,830 SF

OUTDOOR EXHIBITS & PICNIC/
 SEATING AREAS BELOW

SCHEMATIC UPPER LEVEL FLOOR PLAN
 SCALE: 3/8" = 1'-0"

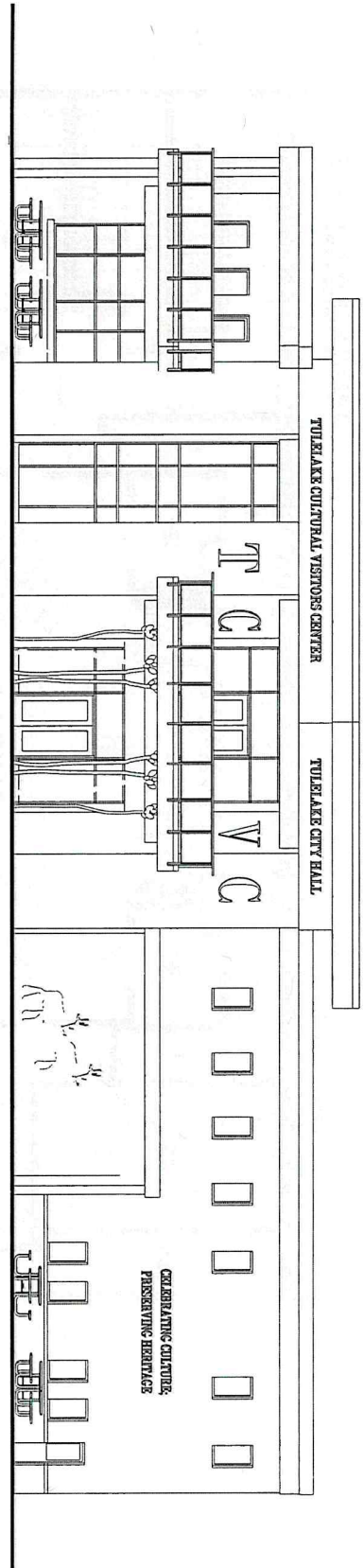
MAIN STREET

MARCHA THEATER

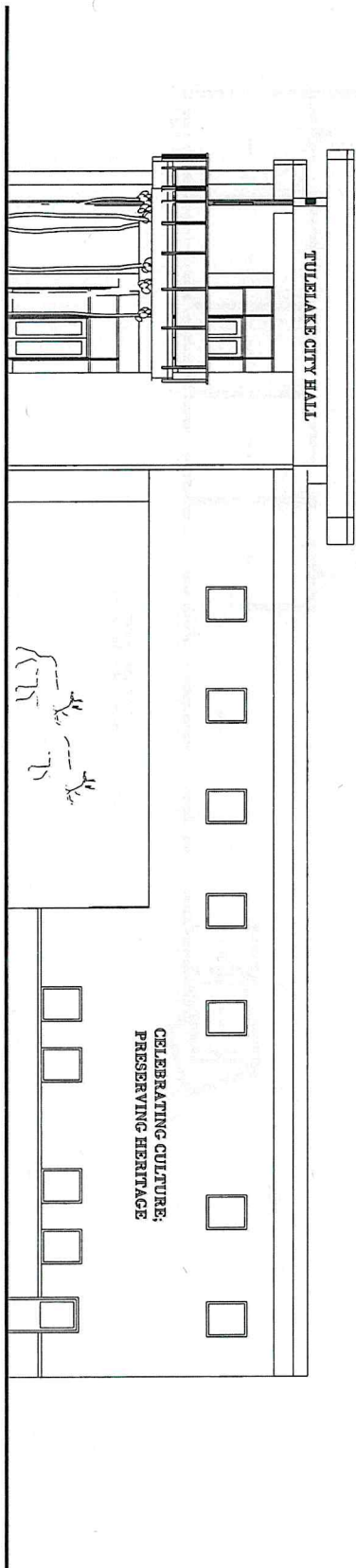
TULELAKE CULTURAL VISITOR CENTER
 CONCEPTUAL DESIGN - SCHEME C1



TULELAKE CULTURAL
 VISITOR CENTER
 315 MAIN STREET
 TULELAKE, CA 95131
 PROJECT NO. 15-2102
 DATE: 2/28/2015

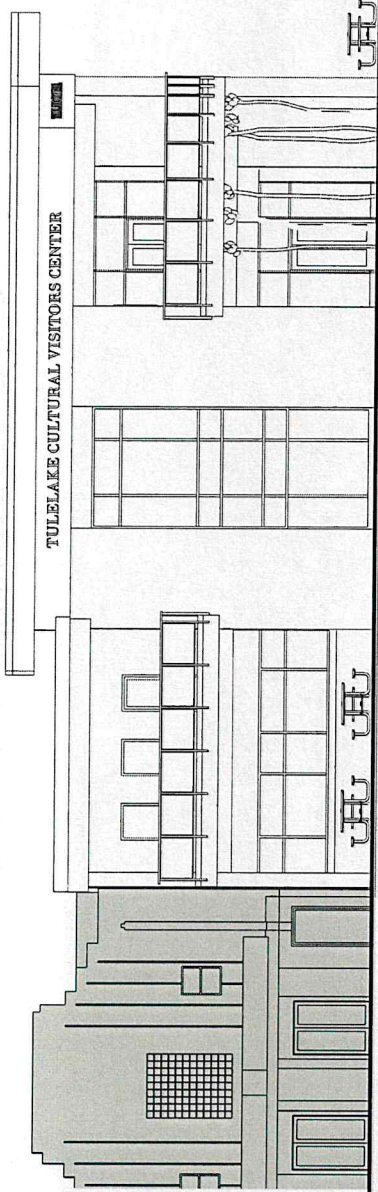


SCHMATIC "FRONT" ELEVATION
SCALE: 3/16" = 1'-0"



SCHMATIC NORTH ELEVATION
SCALE: 3/16" = 1'-0"

TULLAKE CULTURAL VISITOR CENTER
CONCEPTUAL DESIGN - SCHEME C1



SCHEMATIC EAST ELEVATION
SCALE: 3/16" = 1'-0"

SCHEMATIC BUILDING SECTION
SCALE: 3/16" = 1'-0"

TULELAKE CULTURAL VISITOR CENTER
CONCEPTUAL DESIGN - SCHEME C1

TULELAKE CULTURAL
VISITOR CENTER
355 MAIN STREET
TULELAKE, CA 94741

PROJECT NO. G-2402
DATE: 21 JAN 2025



SCHEMATIC RENDERING - VIEW FROM MAIN STREET ACROSS TRAFFIC CIRCLE

RESOLUTION NO. 25-02

Tulelake City Council

AUTHORIZING RESOLUTION OF Tulelake City Council

**AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

A necessary quorum _____ of the
Tulelake City Council _____ of
the City of Tulelake, a municipality,

_____ of
Tulelake City Council _____ hereby consents to, adopts, and ratifies the following
resolution:

- A. WHEREAS, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 10/15/2024 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS, Tulelake City Council _____ is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA \$411,037 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. **If applicable:** Applicant certifies that it was delegated by the Tulelake City Council to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).
10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. The Mayor, City Hall Administrator, Chief Resilience Officer or Mayor's Designee is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Tulelake City Council this 4th day of, February 2025, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Signature of Approving Officer: _____

Mayor

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of City Clerk, Aissa Martinez does hereby attest and certify that the forgoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Tulelake City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____

Signature of Attesting Officer

Aissa Martinez, City Clerk

Print Name and Title of Attesting Officer

RESOLUTION NO. 25-02

Tulelake City Council

AUTHORIZING RESOLUTION OF Tulelake City Council

**AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

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Tulelake City Council _____ of
the City of Tulelake, a municipality,

_____ hereby consents to, adopts, and ratifies the following
resolution:

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- C. WHEREAS, Tulelake City Council _____ is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

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12. The Mayor, City Hall Administrator, Chief Resilience Officer or Mayor's Designee _____ is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Tulelake City Council this
4th day of, February 2025, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Signature of Approving Officer: _____

Mayor

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of City Clerk, Aissa Martinez does hereby attest and certify that the forgoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Tulelake City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Signature of Attesting Officer

Aissa Martinez, City Clerk
Print Name and Title of Attesting Officer