

AGENDA
Regular Meeting
TULELAKE CITY COUNCIL

June 06, 2025

5:30 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 regular meeting of June 06, 2025.
2. Pledge of Allegiance
3. Approval of the May 20, 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. Review June 3, 2025, Staff Report for General Plan Introduction and Zoning Code Updates. Discussion/Action. (Richard Tinsman)
7. Update and short presentations by Brownfields grant consultants, Stantec and Langan. Discussion/Action. (Vince Battaglia, Mallory Loomis and Chief Resilience Officer)
8. Public Employee Appointment (\$54957) Title: Code Enforcement Officer. Discussion/Action. (Mayor Cordonier)
9. Announcement of Closed Session.
10. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to §54956.9(b): Number Cases: 1
11. Announcement of Closed Session.
12. Discussion and approval to have Public Works trim a tree that is on City right of way. Discussion/Action. (Jack Bittner)
13. Discussion and approval to start drug testing City employees. Discussion/Action. (Council Member Williams)
14. Discussion and approval of giving bilingual pay to all City bilingual employees. Discussion/Action. (Council Member Williams)
15. Discussion about MOU between the City of Dorris and the City of Tulelake for Water/Wastewater Certifications. Discussion/Action. (Mayor Cordonier)
16. Approval of Resolution 25-06, a Resolution of the City Council of the City of Tulelake, California, approving an amortized loan from the Water Fund for the purchase of the new City of Tulelake Garbage Truck on August 9, 2023. Discussion/Action. (Interim City Hall Administrator)

17. Approval of Resolution 25-07, a Resolution of the City of Tulelake and the Tulelake City Council adopting a list of projects for Fiscal Year 2024-25 funded by SB1: The Road Repair and Accountability Act of 2017. Discussion/Action. (Director of Public Works)
18. Approval to buy a snowplow and truck from the Klamath Falls Food Bank. Discussion/Action. (Director of Public Works)
19. Discussion and approval to renew contract with City Attorney. Discussion/Action. (Interim City Hall Administrator)
20. Discussion and approval to get the engines swapped in the PD Durango's. Discussion/Action. (Chief of Police)
21. Approval to send Chris Vercellotti, Karime Arechiga and Jesse Alonzo to the academy starting at \$22.00 per hour. Discussion/Action. (Chief of Police)
22. Approval of CEQA and NEPA update quotes from Rabe Consulting for the Tulelake Cultural Visitor Center. Discussion/Action. (Chief Resilience Officer)
23. Approval of raising the Tulelake Library Manager's hourly wage from step 1, \$17.00 to step 2, \$18.21 per hour. Discussion/Action. (Council Member Cordonier)
24. Closed Session: Public Employee Evaluation of Performance/Discipline, Director of Public Works. (Govt Code 54957(b)(1)). Discussion/Action. (Council Member Cordonier)
25. Announcement of Closed Session.
26. 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

COMMENTS FROM ADMIN AND STAFF:

27. Comments from City Engineer
28. Comments from City Attorney
29. Comments from City Building Inspector (Steve Sluss)
30. Comments from Library Branch Manager (Kailee Wood)
31. Comments from City Treasurer (Sara Luscombe)
32. Comments from City Clerk (Casey Joiner)
33. Comments from City Administrative Clerk (Cecilia Alvarado)
34. Comments from Assistant City Admin (Christian Marquez)
35. Comments from Council Member Henry Ebinger
36. Comments from Council Member Margie Cordonier
37. Comments from Council Member Teresa Williams
38. Comments from Council Member Bryan Hendricks
39. Comments from Council Member Tom Cordonier
40. Adjournment

Meetings are held 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.

MINUTES
Regular Meeting
TULELAKE CITY COUNCIL
May 20th, 2025 - 5:30 PM

Mayor, Tom Cordonier called the meeting to order at 5:30PM. Mayor Pro Tem Bryan Hendricks and Council Members Henry Ebinger, Margie Cordonier and Teresa Williams were present. Also in attendance were City Clerk, Casey Joiner; Chief of Police, Tom Hoy; Interim City Hall Administrator; Chief Resilience Officer, Jenny Coelho; Director of Public Works, Jose Perez; City Administrative Clerk, Cecilia Alvarado; Assistant City Admin, Christian Marquez and City Auditor, Charles Pillon. City Treasurer, Sara Luscombe and Library Branch Manager, Kailee Wood were absent.

APPROVAL OF THE MAY 6, 2025, REGULAR MEETING MINUTES

Mayor Cordonier made a motion for the approval of the May 6, 2025, regular meeting minutes. Mayor Pro Tem Hendricks seconded the motion. There were four ayes and one abstaining. Motion carried. (Motion 25-83)

APPROVAL OF THE PAYMENT OF BILLS

Council Member Ebinger made a motion to approve paying the bills presented. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-84)

COMMENTS FROM THE PUBLIC

No comments.

APPROVAL OF GIVING OFFICER JORGE RUIZ A PAY RAISE BACK DATED TO HIS ONE-YEAR ANNIVERSARY

Mayor Cordonier made a motion to give Officer Ruiz a \$2.00 per hour raise back dated to his one-year anniversary. Council Member Ebinger seconded the motion. There were four ayes and one nay. Motion carried. (Motion 25-85)

APPROVAL TO REINSTATE OFFICER BRANT MAUK AS A PART-TIME RESERVE WITH A PAY RATE OF \$32.00 PER HOUR

Chief of Police, Tom Hoy, commented that Officer Brant Mauk will not be a part-time reserve with the City at this time. Discussion only. No action taken.

APPROVAL TO SEND AT LEAST TWO BACKGROUNDS OFF TO THE ACADEMY

Mayor Cordonier made a motion to approve sending at least two backgrounds for the police academy. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-86)

APPROVAL TO WRITE OFF A DEBT IN THE AMOUNT OF \$72,367.97 WHICH HAS BEEN DEEMED UNCOLLECTIBLE

Council Member Ebinger made a motion to approve the write-off of an uncollectible debt in the amount of \$72,367.97. Mayor Cordonier seconded the motion. There were four ayes and one abstaining. Motion carried. (Motion 25-87)

PLANNING COMMUNICATION FOR THE FY23/24 AUDIT

City Auditor, Charles Pillon, discussed the plan for fiscal year 23/24 audit. Discussion only. No action taken.

DISCUSSION AND POSSIBLE APPROVAL TO SUPPORT MALIN COMMUNITY SERVICE CLUB FOR THE 2025 FOURTH OF JULY FIREWORKS AND MALIN PARK CAR SHOW

Mayor Cordonier made a motion to support the Malin Community Service Club with \$2,500.00 for fireworks and \$100.00 for the Malin Park Car Show. Mayor Pro Tem Hendricks seconded the motion. All votes were aye. Motion carried. (Motion 25-88)

APPOINT AN INTERVIEW COMMITTEE FOR A CODE ENFORCEMENT OFFICER IN THE CITY

Mayor Cordonier made a motion for the interview committee for the Code Enforcement Officer to include Council Member, Teresa Williams; City Administrative Clerk, Cecilia Alvarado; and Chief of Police, Tom Hoy. Council Member Ebinger seconded the motion. There were four aye and one abstaining. Motion carried. (Motion 25-89)

UPDATE ON OUT-OF-STATE VEHICLE PLATES

Chief of Police Tom Hoy commented that he has not taken action on this matter. Discussion only. No action taken.

DEPARTMENT HEAD UPDATES

Chief of Police: Tom Hoy commented that he has been working with several county agencies to serve search warrants.

Chief Resilience Officer: Jenny Coelho commented that she is in the process of working on the audit with Charles Pillon. Jenny also commented that she will be attending a SCORE meeting with Interim City Hall Administrator, Aissa Martinez on June 20th.

Interim City Hall Administrator: Aissa Martinez commented that Cecilia and Christian have really stepped up in the office and taken on new tasks. She also commented that they are all getting along very well.

Minutes of May 20, 2025 – Regular

Director of Public Works: Jose Perez commented that water iron samples had been sent in to the EPA and that the results came back within the normal range.

ADJOURNMENT

Mayor Cordonier made a motion to adjourn the meeting at 7:46PM. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-90)

Tom Cordonier, Mayor

Attest:

Casey Joiner, City Clerk

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

Bills Submitted for Approval on 06-03-2025 - API25021 for Weeks 05/27/2025-06/02/2025				
Name	Document Number	Document Amount	Document Description	Fund Code
ADKINS ENGINEERING AND	61732	1,200.00	2022 STIP, Main St (Railroad to E St) TO#13	13
ALSCO AMERICAN LINEN	0574255	26.90	Operating Supplies - PW	02
AMERICAN SANITATION, INC	39774	140.00	Portable Toilet - TS - 2/6/25 to 3/6/25	01
BANK OF AMERICA BUSINESS	888049	105.30	Emergency Housing	01
BANK OF AMERICA BUSINESS	982451	30.00	Release of Info Notarizations	01
BEAR TECHNOLOGIES	25558	87.50	Endpoint Detection & Response	01
BEAR TECHNOLOGIES	25559	410.00	Monthly Server Maintenance	01
CALIFORNIA DEPARTMENT OF	664647747	14,527.09	Hazardous Waste Generation & Handling Fee	01
COASTAL - KLAMATH FALLS	485700/47	149.99	Pump for Repair	11
COLLIER INTERPRETIVE &	CIIC 5/15/2025	500.00	Annual JPA Advertising for CIIC	01
ED STAUB & SONS PETROLEUM,	369781	574.21	Fuel - PD	01
ED STAUB & SONS PETROLEUM,	369792	965.95	Fuel - PW	01
OFFICE TECHNOLOGIES, INC.	53511	72.79	Kyocera Maintenance	01
PACIFIC POWER	41972561-002 8 06/25	1,969.63	Streetlights	11
PACIFIC POWER	41972561-003 6 06/25	230.81	Parks	01
PACIFIC POWER	41972561-004 4 06/25	192.87	C St - Lift Station	03
PACIFIC POWER	41972561-006 9 06/25	2,009.08	A6325 C Street	02
PACIFIC POWER	41972561-007 7 06/25	4.71	400 Blk Main Library	01
PACIFIC POWER	41972561-009 3 06/25	506.71	470 C St #A	01
PACIFIC POWER	41972561-011 9 06/25	2,820.26	1001 Dean Callas Way	03
PACIFIC POWER	41998321-001 6 06/25	1,794.62	101 Siskiyou St	02
PACIFIC POWER	41998321-004 0 06/25	315.69	Main & E St	01
ROTARY CLUB OF TULELAKE	1001	250.00	Membership Dues	01
SIERRA SPRINGS	24388828 051725	35.98	Sierra Springs Water - Library	01
SOLID WASTE	004251	807.24	Gate Fees	04
SOLID WASTE	004279	824.88	Gate Fees	04
SOLID WASTE	004299	761.88	Gate Fees	04
SOLID WASTE	004328	542.64	Gate Fees	04
SOLID WASTE	004366	1,037.40	Gate Fees	04
SOLID WASTE	004403	850.08	Gate Fees	04
SOLID WASTE	004435	866.88	Gate Fees	04
SOLID WASTE	004467	887.04	Gate Fees	04
STATELINE AUTO PARTS SUPPLY,	612635	11.25	Oil - PW	11
THOMAS CORDONIER	TM 5/27/25	166.90	Reimb. for CIIC Meeting	01
VERIZON WIRELESS	6113498294	307.83	Verizon - PD	05
Total Bill Amount		\$35,984.11		
	Pay Dates: 05/23/2025 PAY PERIOD: 05/04/2025-05/17/2025	Approved at the Regular Meeting on June 3, 2025	Fund Account Codes:	
Police Department: (3 Employees)	\$4,818.32		01- General Fund	
Chief Resilience Officer (1 Employee)	\$2,193.85		02- Enterprise Fund - Water	
Public Works: (6 Employees)	\$6,931.22		03- Enterprise Fund - Sewer	
City Hall: (5 Employees, including Library & Custodial)	\$4,953.57		04- Enterprise Fund - Garbage	

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

Council & Elected Officials: (7 persons)	\$2,054.90		05- Police Personnel (COPS Grant)	
			11- Gas Tax Fund (Streets)	
Total Amount of Payroll DD's		\$20,951.86	13- Local Transportation (TDA)	
Total Amount Submitted for Approval - June 3, 2025:		\$56,935.97		

RESOLUTION 25-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE
ADOPTING THE INTRODUCTION TO THE GENERAL PLAN

WHEREAS, the City of Tulelake was awarded a SB 2 Planning Grant (19-PGP-14035) and a Local Action Planning Grant (20-LEAP-16116) from the California Department of Housing and Community Development to prepare and update various planning documents to facilitate housing opportunities; and

WHEREAS, included in the grant awards was funding to update the City of Tulelake General Plan; and

WHEREAS, due to the use of planning grants with differing completion deadlines, the General Plan has been updated in phases; and

WHEREAS, the current project provides for preparation and adoption of the Introduction to the General Plan; and

WHEREAS, a notice of public hearing of the City Council for the draft Introduction to the General Plan was provided in accordance with California Government Code Sec. 65090 et seq; and

WHEREAS, on June 3, 2025, planning staff presented oral and written staff reports on the draft Introduction to the General Plan at a regular meeting of the City Council; and

WHEREAS, on June 3, 2025, the Mayor of the City Council opened the duly noticed public hearing to receive testimony both oral and written, following which the Mayor closed the public hearing and the City Council discussed the draft Introduction to the General Plan prior to taking action on the project; and

WHEREAS, the City Council found that the draft Introduction to the General Plan would not have a significant adverse effect on the environment, and that the project is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tulelake adopts the Introduction to the General Plan contained in "Exhibit A" hereto and made a part hereof.

IT IS HEREBY CERTIFIED that the foregoing Resolution 25-05 was duly adopted on a motion by _____ and seconded by _____ at a regular meeting of the City of Tulelake City Council held on the 3rd day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF TULELAKE CITY COUNCIL

Tom Cordonier, Mayor

WITNESS, my hand and seal this 3rd day of June 2025

Casey Joiner, City Clerk

ORDINANCE 25-204

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULELAKE AMENDING TITLE 17, ZONING, OF THE TULELAKE MUNICIPAL CODE

WHEREAS, the General Plan and Zoning Ordinance are key elements in the City of Tulelake's suite of regulations to promote coordinated and efficient development; and

WHEREAS, pursuant to Government Code Section 65860, a city's zoning ordinance must be consistent with its general plan; and

WHEREAS, the City Council of the City of Tulelake desires to update Title 17, Zoning, of the Tulelake Municipal Code to implement programs in the City's 6th Cycle Housing Element, to reflect further changes in state law and case law since 2023 when the Zoning Code was last updated, to provide further clarification where appropriate, and to make minor corrections.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Tulelake does ordain as follows:

SECTION I: The amendments to Chapter 17.08, Definitions; Chapter 17.16, Low Density Residential; Chapter 17.20, Medium Residential; Chapter 17.24, High Density Residential; Chapter 17.28, Limited Mixed Use; Chapter 17.32, Mixed Use; Chapter 17.36, Vertical Mixed Use; Chapter 17.64, Off-Street Parking; Chapter 17.72, Nonconforming Structures, Uses, and Parcels; Chapter 17.80, Special Provisions; Chapter 17.84, Live/Work Units and Home-Based Businesses; Chapter 17.100, Accessory Dwelling Units; Chapter 17.104, Wireless Telecommunications Facilities; Chapter 17.112, Residential Density Bonuses; Chapter 17.120, Amendments; and Chapter 17.124, Hearings and Appeals, of Title 17, Zoning, of the City of Tulelake Municipal Code contained in "Exhibit A" hereto and made a part hereof are adopted.

SECTION II: FINDINGS: Because it could be seen with certainty that the amendments to Title 17, Zoning, as provided for herein, do not have the potential to result in a significant impact on the environment, the City Council adopted a "commonsense exemption" for the project pursuant to CEQA Guidelines Section 15061(b)(3) at the Council's regularly scheduled meeting on June 3, 2025.

SECTION III: CONSTITUTIONALITY: If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase of this ordinance irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

SECTION IV: This ordinance shall become effective thirty (30) days after its passage, and within fifteen (15) days after its adoption it shall be posted in three public places in the City of Tulelake in accordance with Government Code Section 36933.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Cordonier, Mayor

ATTEST:

Casey Joiner, City Clerk



CITY OF TULELAKE
ADDENDUM TO STAFF REPORT TO CITY COUNCIL
June 3, 2025

ERRATA TO MINOR ZONING CODE UPDATE

Following submittal of the written staff report to the City Council for the General Plan Introduction and Zoning Code Updates (June 3, 2025), it was determined that in preparing draft revisions to Chapter 17.120 (Amendments) of the Zoning Code, planning staff failed to delete text in Section 17.120.020 (Initiation) that had been made redundant by a recommended change. Staff is calling this error to the City Council's attention and requesting that any motion to adopt the minor Zoning Code update, if made by the City Council, include a provision for the correction. The correction is shown below.

Section 17.120.020 as presented in **Exhibit A** to **Attachment B** of the General Plan Introduction and Zoning Code Updates Staff Report, dated June 3, 2025:

17.120.020 Initiation.

Any such change, amendment, alteration, rezoning, or establishment (singly or collectively referred to herein as an "amendment") may be initiated by the city council or city clerk, or by verified petition of one (1) or more owners of the property affected by the proposed amendment, which petition shall be filed and accompanied by a fee set by the city council, or by action of the city council.

Section 17.120.020 as recommended for adoption:

17.120.020 Initiation.

Any such change, amendment, alteration, rezoning, or establishment (singly or collectively referred to herein as an "amendment") may be initiated by the city council or city clerk, or by verified petition of one (1) or more owners of the property affected by the proposed amendment, which petition shall be filed and accompanied by a fee set by the city council, ~~or by action of the city council.~~

REVISION TO SUGGESTED MOTION NO. 3

There are four suggested motions on the first page of the staff report for the General Plan Introduction and Zoning Code Updates. The third suggested motion provides for introduction of the draft ordinance amending the Zoning Code. It has been revised to reflect the correction described above, as follows:

- 3) I move that we introduce Ordinance 25-204, An Ordinance of the City Council of the City of Tulelake Amending Title 17, Zoning, of the Tulelake Municipal Code, by title only and with the correction to Section 17.120.020 presented by staff.



DRAFT

US Environmental Protection Agency (EPA)
Brownfields Community-Wide Assessment

TULELAKE, CALIFORNIA
JUNE 3, 2025

MALLORY LOOMIS
PROJECT MANAGER

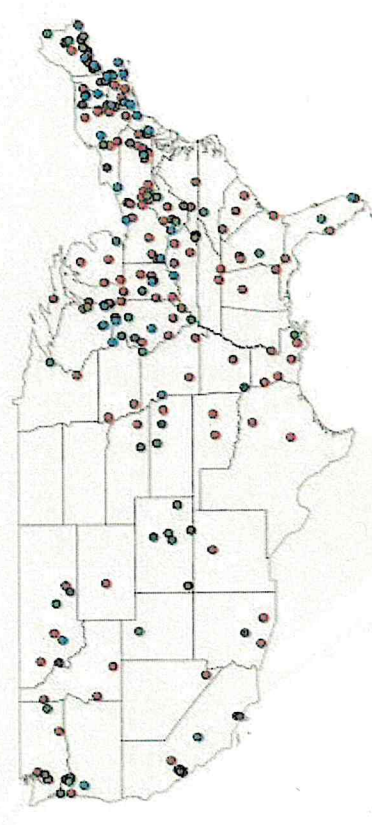
Technical Excellence Practical Experience Client Responsiveness

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USEPA Community Wide Assessment Grants

- ▶ Grants help communities identify, assess and address contamination at brownfield sites.
- ▶ Brownfields are sites that have a presence or potential presence of a hazardous substance, pollutant, or contaminant.
- ▶ Grants allow for redevelopment and reuse of brownfield properties.

FY 2025 Brownfields Assessment, Revolving Loan Fund, Cleanup Grants and RLF Supplemental Funding



FY25 ARC Grants and RLF Supplemental Funding

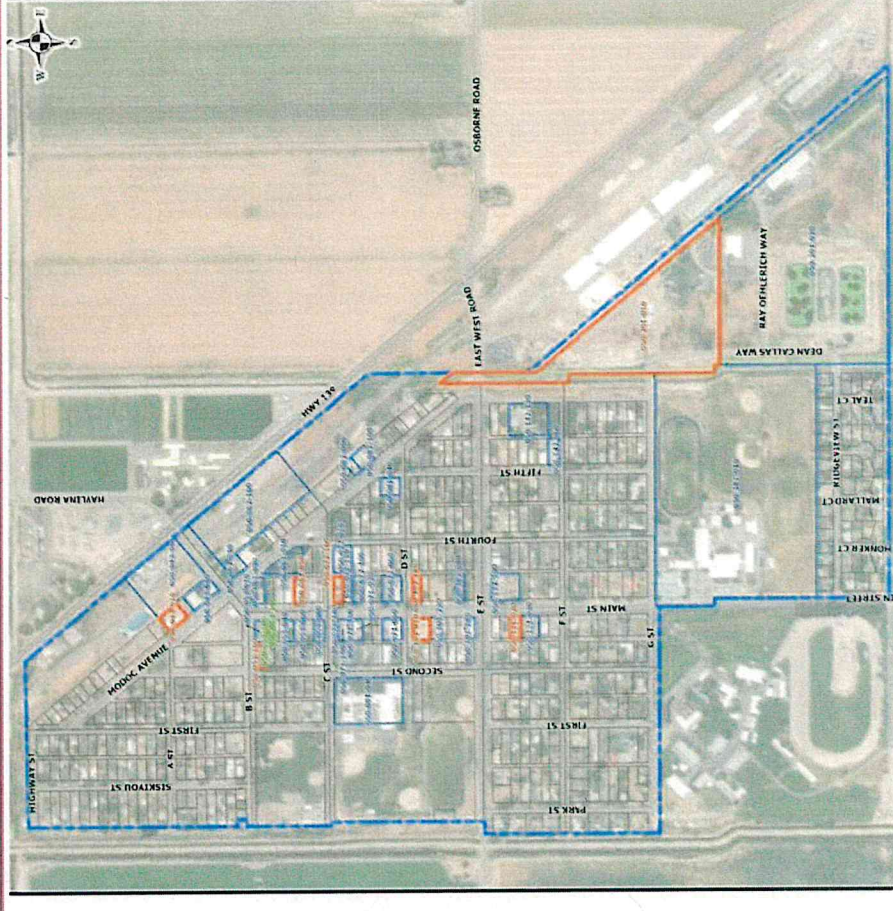
- Assessment Grants
- Cleanup Grants
- Revolving Loan Fund Grants
- RLF Supplemental Funding



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USEPA Community Wide Assessment Grant In Tulelake, CA

- ▶ USEPA awarded a Community Wide Assessment Grant to the City of Tulelake.
- ▶ Langan is an environmental consultant who assists the City of Tulelake in completing the following Grant administration activities:
 - ▶ Brownfield Inventory
 - ▶ Phase I and II ESAs
 - ▶ Surveying and RBM assessments
 - ▶ Reuse Planning
 - ▶ Community Outreach



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Brownfield Inventories

- ▶ Langan conducted an inventory of Brownfield sites in Tulelake
 - ▶ Identified approximately 30 sites
- ▶ Identified higher priority sites based on:
 - ▶ Potential redevelopment/reuse plans
 - ▶ Community feedback and input

Site Information							Site Use/Reuse	
Location	Building Name	Status	Ownership	Notes	Potential Environmental Concerns	Zoning	Reuse Plan	
315 Main Street- Listed Site	Formerly Clyde Hotel	Vacant Lot	City	Demolition of building in August 2022 due to imminent threat to public safety.		Vertical Mix-Use	Tulelake Cultural Vector Center/City Hall	
319 Main Street- Listed Site	Formerly Tulelake Mix Trends	Vacant Lot	City	Demolition of building in August 2022 due to imminent threat to public safety.		Vertical Mix-Use	Tulelake Cultural Vector Center/City Hall	
225 Main Street- Listed Site	Marcho Theater	In Use	Private	Major renovation needed. Building inspector and Engineer recommendation.		Vertical Mix-Use	Community Meeting Place/Collaborative Hub	
359 Main Street- Listed Site	Tulelake Hardware Store	Vacant	Private	Demolition needed or major renovation. No foundation.		Vertical Mix-Use	Commercial Business 1st Floor/Apartment/2nd Floor	
975 Main Street	Old Barber Shop	In Use	Private	Renovation needed. Currently used as apartment housing.		Vertical Mix-Use	Commercial Business 1st Floor/Apartment/2nd Floor	

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Phase I Environmental Site Assessments (ESA)

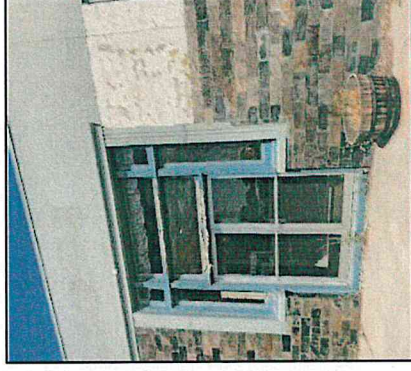
- ▶ Phase I ESA involves a desktop review of Brownfield sites, including current and historical uses of the site that may have contributed to environmental contamination
- ▶ Conclusions include identifying recognized environmental conditions (RECs) and providing recommendations for next steps (collection of environmental samples – Phase II ESA)
- ▶ Langan prepared Phase I ESA Reports for five Brownfield sites



463 and 463A Main Street



371 and 383 B Street



408 Main Street



308 2nd Street

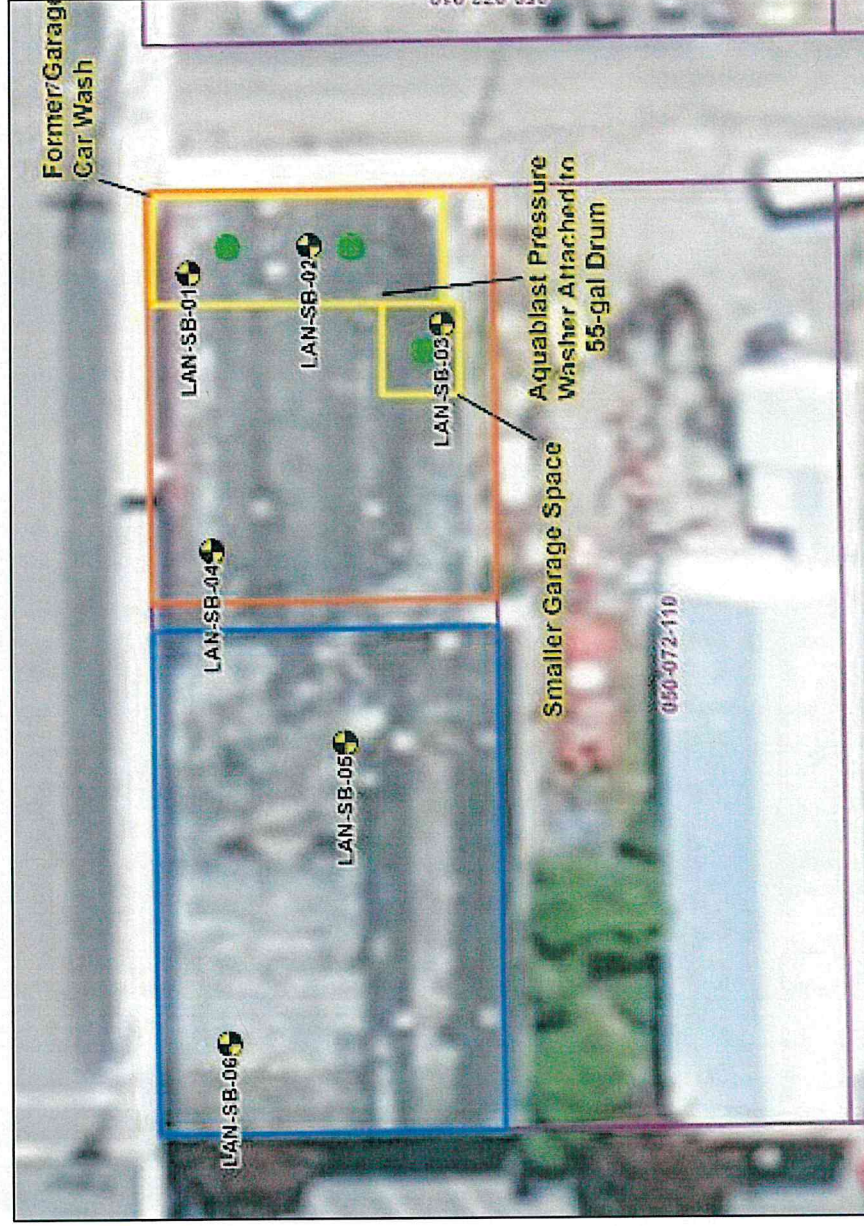


436 and 444 C Street

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Phase II ESA

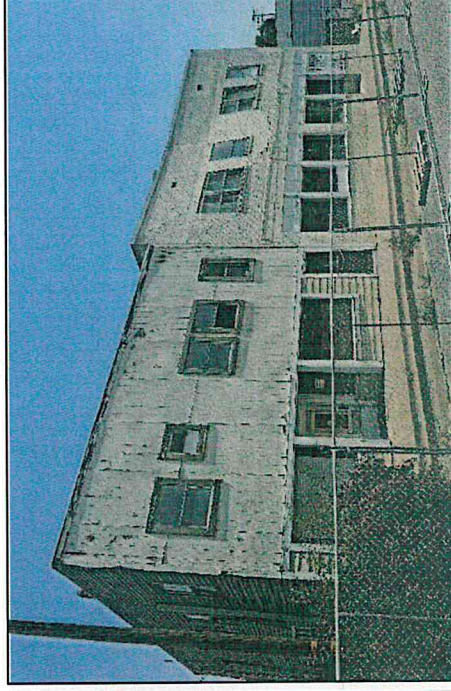
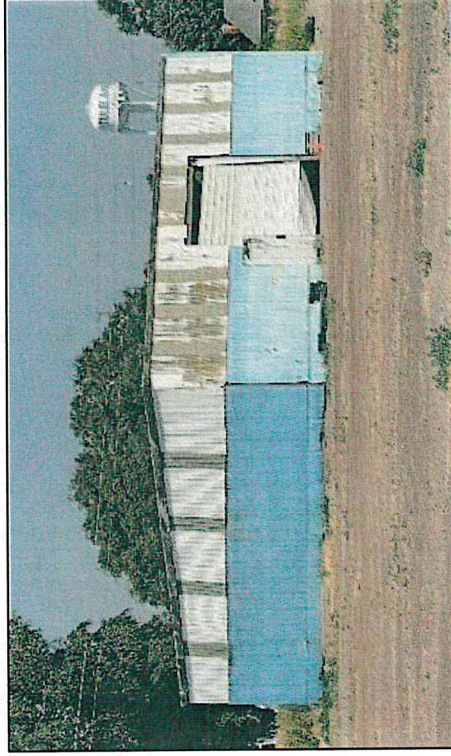
- ▲ Based on the Phase I ESA, Langan proposed a Phase II ESA for 408 Main Street and 436 & 444 C Street
- ▲ 436 and 444 C Street historically operated as an auto parts shop, gas station, and car wash
- ▲ Proposed soil, groundwater, and soil gas sampling at 436 and 444 C Street
- ▲ Proposed soil and groundwater sampling at the adjoining property (408 Main Street)
- ▲ Phase II ESA being conducted week of June 2nd, 2025



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Regulated Building Materials (RBM)

- ▶ Pre-demolition RBM surveys for the following:
 - ▶ ACM, LBP, UW, PCBs
- ▶ Conducted at six Brownfield sites
- ▶ RBM identified will be abated appropriately during redevelopment and construction

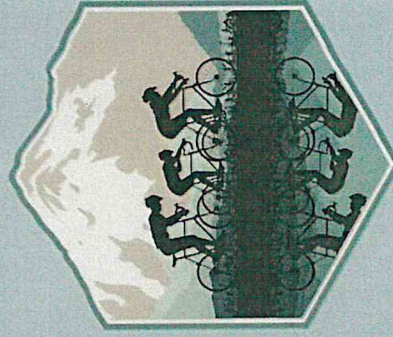
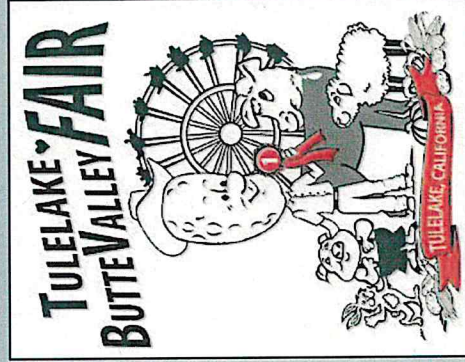


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Community Engagement

Events:

- September 2023 and 2024: Tullake Butte Valley Fair
- May 2025: Art of Survival Century



Tullake Community Engagement



Please share your lodging situation for this event (hotel, camping, rental, RV, other)



What do you look for when planning a travel stop?



Would you engage with a future Tullake Cultural Visitor Center?

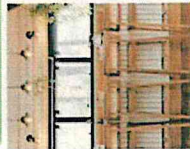


How often do you travel through this area (annually)?

Tullake Community Engagement



Would you engage with a future Tullake Cultural Visitor Center?



Would you utilize Electric Vehicle (EV) charging stations in Tullake?



What is your lodging situation for this event? (Please choose one)

- Hotel
- Airbnb
- Camping
- RV

Would you plan a travel stop in Tullake if there was a Café or Coffee shop to visit?



Additional Grant Activities

- ▶ Langan also conducted the following Grant-related activities
 - ▶ Topographic and boundary surveying of Brownfield sites for redevelopment/planning purposes
 - ▶ Monthly summaries of Grant activities for submittal to the USEPA
 - ▶ Meetings with the Grant team, included the USEPA
 - ▶ Identification of other grant funding sources



LANGAN

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QUESTIONS?



MALLORY LOOMIS
PROJECT MANAGER

EMAIL: MLOOMIS@LANGAN.COM

PHONE: (206) 674-7130

Technical Excellence Practical Experience Client Responsiveness

RESOLUTION 25-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE, CALIFORNIA, APPROVING AN AMORTIZED LOAN FROM THE WATER FUND FOR THE PURCHASE OF THE NEW CITY OF TULELAKE GARBAGE TRUCK ON AUGUST 9, 2023.

WHEREAS, the City of Tulelake and the City Council values the importance of its fiduciary duty to the residents of the City and the responsibility of keeping the services of the water, sewer and garbage funds in good standing; and

WHEREAS, the City of Tulelake is bound by the California Air Resources Board (CARB) for the California Diesel Exhaust Fluid (DEF) required for certain heavy-duty zero emission vehicles (ZEV) operating in California; and

WHEREAS, State and local agencies: Beginning January 1, 2024, State and local government fleets, including city, county, special district, and state agency fleets, are required to add ZEVs to the fleet as a percentage of their purchases each year. Starting January 1, 2024, 50% of vehicle purchases must be zero-emission vehicles and 100% of purchases must be zero-emission starting January 1, 2027; and

WHEREAS, The California Air Resources Board (CARB) mandates the use of ZEVs in heavy-duty diesel vehicles with a gross vehicle weight rating (GVWR) over 14,000 lbs., to reduce exhaust emissions; and

WHEREAS, the City Council approved on May 2, 2023, to purchase a new garbage truck for \$263,982.71 that will be ZEV compliant, and the funding will be provided from the reserves of the garbage and the water funds that are in the Enterprise Fund Money Market account; and

WHEREAS, the water fund reserves will cover the remainder of the purchase cost that was not covered by the garbage fund reserves of \$207,077.77 with the past accrued 5% interest amount from 8/9/2023 through 6/30/2024 of \$20,519.98.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tulelake, California, as follows:

1. **Approval:** The City Council hereby approves an amortized loan in the amount of \$227,597.75 at 5% interest with monthly payments of \$2,404.34 starting 7/1/2025 for 120 months on the outstanding principle of \$207,077.77 and outstanding interest of \$20,519.98 as of 6/30/2025.

2. **Authority:** The City Council authorizes the City Hall Administrator and/or City Staff to transfer the monthly payment of \$2,404.34 each month from the Enterprise Fund from the garbage fund (O4) to the Enterprise Money Market Fund for the water fund (O2) reserves until the garbage truck loan is paid in full. There will be no prepayment penalty if the garbage fund receives any excess reserves that can be applied to the loan payment(s) with the possibility of the loan being paid in full prior to the loan due date of June 30, 3034. See the attached amortization schedule for the loan payments. If any payments are late due to unforeseen circumstances or a City emergency, the City Council will be apprised and the interest for any missed payments will continue to accrue and be due to the water fund reserve.
3. **Reporting:** The City Hall Administrator will provide periodic updates and final reports to the City Council regarding the progress of the garbage truck loan as required.
4. **Effective Date:** This resolution shall take effect immediately upon its adoption.

IT IS HEREBY CERTIFIED that the foregoing Resolution 25-06, is passed and duly adopted at a regular meeting of the Tulelake City Council held this 3rd day of June 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINS:

Thomas L. Cordonier, Mayor

Attest:

Casey Joiner, City Clerk

Jenny Coelho

From: CHARLES PILLON <charlie@charlespilloncpa.com>
Sent: Wednesday, May 28, 2025 11:50 AM
To: Jenny Coelho; Aissa Martinez
Subject: Garbage fund loan and resolution
Attachments: Garbage Truck Loan from WF 8.9.23 - Loan Amortization.pdf; Garbage Truck Loan from WF-wo financing accrued int.pdf

Hi there,

After giving it some more thought, if you don't want to pay the accrued interest up front, I believe the only correct way to amortize this and write it up for Council approval is the following:

1. Loan amount on 8/9/23 is \$207,077.77 with interest accruing at 5% per annum
2. Payments of \$2,404.34 per month starting 7/1/25 for 120 months on the outstanding principal at 6/30/25, including accrued interest to date, of \$227,597.75

See the amortization schedule attached. My amortization program does it by the government fiscal year so it easy to see the interest accrued at 6/30/24 and 6/30/25, as well as what the outstanding principal is going to be at 6/30/25. This way of showing and amortizing it takes into account accruing interest annually on all outstanding principal, which should include past "unpaid" accrued interest.

This method will result in total payments of P&I of \$288,520.80 over the life of the loan, versus the amortization of \$207,077.77 and paying the accrued interest up front on 6/30/25 in the amount of \$20,519.98, which results in total payments of P&I of \$282,992.38 over the life of the loan. The difference between the 2 methods would result in additional interest of \$5,528.42 over 10 years.

Hope that helps. Let me know if you have any questions.

Charlie Pillon

Grace be to you!



4685 Pleasant Hills Dr.
Anderson, CA 96007
(530) 949-4177
charlie@charlespilloncpa.com

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Garbage Truck Loan from WF

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/09/2023	207,077.77	1		
2	Loan	06/30/2024	0.00	1		
3	Loan	06/30/2025	0.00	1		
4	Payment	07/01/2025	2,404.34	120	Monthly	06/01/2035

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Loan	Payment	Interest	Principal	Balance
Loan	08/09/2023	207,077.77				207,077.77
Loan	06/30/2024	0.00		9,442.40	-9,442.40	216,520.17
2024 Totals		207,077.77	0.00	9,442.40	-9,442.40	
Loan	06/30/2025	0.00		11,077.58	-11,077.58	227,597.75
2025 Totals		0.00	0.00	11,077.58	-11,077.58	
1	07/01/2025		2,404.34	31.18	2,373.16	225,224.59
2	08/01/2025		2,404.34	938.44	1,465.90	223,758.69
3	09/01/2025		2,404.34	932.33	1,472.01	222,286.68
4	10/01/2025		2,404.34	926.19	1,478.15	220,808.53
5	11/01/2025		2,404.34	920.04	1,484.30	219,324.23
6	12/01/2025		2,404.34	913.85	1,490.49	217,833.74
7	01/01/2026		2,404.34	907.64	1,496.70	216,337.04
8	02/01/2026		2,404.34	901.40	1,502.94	214,834.10
9	03/01/2026		2,404.34	895.14	1,509.20	213,324.90
10	04/01/2026		2,404.34	888.85	1,515.49	211,809.41
11	05/01/2026		2,404.34	882.54	1,521.80	210,287.61
12	06/01/2026		2,404.34	876.20	1,528.14	208,759.47
2026 Totals		0.00	28,852.08	10,013.80	18,838.28	
13	07/01/2026		2,404.34	869.83	1,534.51	207,224.96
14	08/01/2026		2,404.34	863.44	1,540.90	205,684.06
15	09/01/2026		2,404.34	857.02	1,547.32	204,136.74
16	10/01/2026		2,404.34	850.57	1,553.77	202,582.97
17	11/01/2026		2,404.34	844.10	1,560.24	201,022.73
18	12/01/2026		2,404.34	837.59	1,566.75	199,455.98

Garbage Truck Loan from WF

	Date	Loan	Payment	Interest	Principal	Balance
19	01/01/2027		2,404.34	831.07	1,573.27	197,882.71
20	02/01/2027		2,404.34	824.51	1,579.83	196,302.88
21	03/01/2027		2,404.34	817.93	1,586.41	194,716.47
22	04/01/2027		2,404.34	811.32	1,593.02	193,123.45
23	05/01/2027		2,404.34	804.68	1,599.66	191,523.79
24	06/01/2027		2,404.34	798.02	1,606.32	189,917.47
2027 Totals		0.00	28,852.08	10,010.08	18,842.00	
25	07/01/2027		2,404.34	791.32	1,613.02	188,304.45
26	08/01/2027		2,404.34	784.60	1,619.74	186,684.71
27	09/01/2027		2,404.34	777.85	1,626.49	185,058.22
28	10/01/2027		2,404.34	771.08	1,633.26	183,424.96
29	11/01/2027		2,404.34	764.27	1,640.07	181,784.89
30	12/01/2027		2,404.34	757.44	1,646.90	180,137.99
31	01/01/2028		2,404.34	750.57	1,653.77	178,484.22
32	02/01/2028		2,404.34	743.68	1,660.66	176,823.56
33	03/01/2028		2,404.34	736.76	1,667.58	175,155.98
34	04/01/2028		2,404.34	729.82	1,674.52	173,481.46
35	05/01/2028		2,404.34	722.84	1,681.50	171,799.96
36	06/01/2028		2,404.34	715.83	1,688.51	170,111.45
2028 Totals		0.00	28,852.08	9,046.06	19,806.02	
37	07/01/2028		2,404.34	708.80	1,695.54	168,415.91
38	08/01/2028		2,404.34	701.73	1,702.61	166,713.30
39	09/01/2028		2,404.34	694.64	1,709.70	165,003.60
40	10/01/2028		2,404.34	687.52	1,716.82	163,286.78
41	11/01/2028		2,404.34	680.36	1,723.98	161,562.80
42	12/01/2028		2,404.34	673.18	1,731.16	159,831.64
43	01/01/2029		2,404.34	665.97	1,738.37	158,093.27
44	02/01/2029		2,404.34	658.72	1,745.62	156,347.65
45	03/01/2029		2,404.34	651.45	1,752.89	154,594.76
46	04/01/2029		2,404.34	644.14	1,760.20	152,834.56
47	05/01/2029		2,404.34	636.81	1,767.53	151,067.03
48	06/01/2029		2,404.34	629.45	1,774.89	149,292.14
2029 Totals		0.00	28,852.08	8,032.77	20,819.31	
49	07/01/2029		2,404.34	622.05	1,782.29	147,509.85
50	08/01/2029		2,404.34	614.62	1,789.72	145,720.13
51	09/01/2029		2,404.34	607.17	1,797.17	143,922.96
52	10/01/2029		2,404.34	599.68	1,804.66	142,118.30
53	11/01/2029		2,404.34	592.16	1,812.18	140,306.12
54	12/01/2029		2,404.34	584.61	1,819.73	138,486.39
55	01/01/2030		2,404.34	577.03	1,827.31	136,659.08
56	02/01/2030		2,404.34	569.41	1,834.93	134,824.15

Garbage Truck Loan from WF

	Date	Loan	Payment	Interest	Principal	Balance
57	03/01/2030		2,404.34	561.77	1,842.57	132,981.58
58	04/01/2030		2,404.34	554.09	1,850.25	131,131.33
59	05/01/2030		2,404.34	546.38	1,857.96	129,273.37
60	06/01/2030		2,404.34	538.64	1,865.70	127,407.67
2030 Totals		0.00	28,852.08	6,967.61	21,884.47	
61	07/01/2030		2,404.34	530.87	1,873.47	125,534.20
62	08/01/2030		2,404.34	523.06	1,881.28	123,652.92
63	09/01/2030		2,404.34	515.22	1,889.12	121,763.80
64	10/01/2030		2,404.34	507.35	1,896.99	119,866.81
65	11/01/2030		2,404.34	499.45	1,904.89	117,961.92
66	12/01/2030		2,404.34	491.51	1,912.83	116,049.09
67	01/01/2031		2,404.34	483.54	1,920.80	114,128.29
68	02/01/2031		2,404.34	475.53	1,928.81	112,199.48
69	03/01/2031		2,404.34	467.50	1,936.84	110,262.64
70	04/01/2031		2,404.34	459.43	1,944.91	108,317.73
71	05/01/2031		2,404.34	451.32	1,953.02	106,364.71
72	06/01/2031		2,404.34	443.19	1,961.15	104,403.56
2031 Totals		0.00	28,852.08	5,847.97	23,004.11	
73	07/01/2031		2,404.34	435.01	1,969.33	102,434.23
74	08/01/2031		2,404.34	426.81	1,977.53	100,456.70
75	09/01/2031		2,404.34	418.57	1,985.77	98,470.93
76	10/01/2031		2,404.34	410.30	1,994.04	96,476.89
77	11/01/2031		2,404.34	401.99	2,002.35	94,474.54
78	12/01/2031		2,404.34	393.64	2,010.70	92,463.84
79	01/01/2032		2,404.34	385.27	2,019.07	90,444.77
80	02/01/2032		2,404.34	376.85	2,027.49	88,417.28
81	03/01/2032		2,404.34	368.41	2,035.93	86,381.35
82	04/01/2032		2,404.34	359.92	2,044.42	84,336.93
83	05/01/2032		2,404.34	351.40	2,052.94	82,283.99
84	06/01/2032		2,404.34	342.85	2,061.49	80,222.50
2032 Totals		0.00	28,852.08	4,671.02	24,181.06	
85	07/01/2032		2,404.34	334.26	2,070.08	78,152.42
86	08/01/2032		2,404.34	325.64	2,078.70	76,073.72
87	09/01/2032		2,404.34	316.97	2,087.37	73,986.35
88	10/01/2032		2,404.34	308.28	2,096.06	71,890.29
89	11/01/2032		2,404.34	299.54	2,104.80	69,785.49
90	12/01/2032		2,404.34	290.77	2,113.57	67,671.92
91	01/01/2033		2,404.34	281.97	2,122.37	65,549.55
92	02/01/2033		2,404.34	273.12	2,131.22	63,418.33
93	03/01/2033		2,404.34	264.24	2,140.10	61,278.23
94	04/01/2033		2,404.34	255.33	2,149.01	59,129.22

Garbage Truck Loan from WF

	Date	Loan	Payment	Interest	Principal	Balance
95	05/01/2033		2,404.34	246.37	2,157.97	56,971.25
96	06/01/2033		2,404.34	237.38	2,166.96	54,804.29
2033 Totals		0.00	28,852.08	3,433.87	25,418.21	
97	07/01/2033		2,404.34	228.35	2,175.99	52,628.30
98	08/01/2033		2,404.34	219.28	2,185.06	50,443.24
99	09/01/2033		2,404.34	210.18	2,194.16	48,249.08
100	10/01/2033		2,404.34	201.04	2,203.30	46,045.78
101	11/01/2033		2,404.34	191.86	2,212.48	43,833.30
102	12/01/2033		2,404.34	182.64	2,221.70	41,611.60
103	01/01/2034		2,404.34	173.38	2,230.96	39,380.64
104	02/01/2034		2,404.34	164.09	2,240.25	37,140.39
105	03/01/2034		2,404.34	154.75	2,249.59	34,890.80
106	04/01/2034		2,404.34	145.38	2,258.96	32,631.84
107	05/01/2034		2,404.34	135.97	2,268.37	30,363.47
108	06/01/2034		2,404.34	126.51	2,277.83	28,085.64
2034 Totals		0.00	28,852.08	2,133.43	26,718.65	
109	07/01/2034		2,404.34	117.02	2,287.32	25,798.32
110	08/01/2034		2,404.34	107.49	2,296.85	23,501.47
111	09/01/2034		2,404.34	97.92	2,306.42	21,195.05
112	10/01/2034		2,404.34	88.31	2,316.03	18,879.02
113	11/01/2034		2,404.34	78.66	2,325.68	16,553.34
114	12/01/2034		2,404.34	68.97	2,335.37	14,217.97
115	01/01/2035		2,404.34	59.24	2,345.10	11,872.87
116	02/01/2035		2,404.34	49.47	2,354.87	9,518.00
117	03/01/2035		2,404.34	39.66	2,364.68	7,153.32
118	04/01/2035		2,404.34	29.81	2,374.53	4,778.79
119	05/01/2035		2,404.34	19.91	2,384.43	2,394.36
120	06/01/2035		2,404.34	9.98	2,394.36	0.00
2035 Totals		0.00	28,852.08	766.44	28,085.64	
Grand Totals		207,077.77	288,520.80	81,443.03	207,077.77	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.999%	\$81,443.03	\$207,077.77	\$288,520.80

Garbage Truck Loan from WF - w/o financing accrued interest

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	07/01/2025	207,077.77	1		
2	Payment	07/01/2025	2,187.27	120	Monthly	06/01/2035

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	07/01/2025				207,077.77
1	07/01/2025	2,187.27	0.00	2,187.27	204,890.50
2	08/01/2025	2,187.27	853.71	1,333.56	203,556.94
3	09/01/2025	2,187.27	848.15	1,339.12	202,217.82
4	10/01/2025	2,187.27	842.57	1,344.70	200,873.12
5	11/01/2025	2,187.27	836.97	1,350.30	199,522.82
6	12/01/2025	2,187.27	831.35	1,355.92	198,166.90
2025 Totals		13,123.62	4,212.75	8,910.87	
7	01/01/2026	2,187.27	825.70	1,361.57	196,805.33
8	02/01/2026	2,187.27	820.02	1,367.25	195,438.08
9	03/01/2026	2,187.27	814.33	1,372.94	194,065.14
10	04/01/2026	2,187.27	808.60	1,378.67	192,686.47
11	05/01/2026	2,187.27	802.86	1,384.41	191,302.06
12	06/01/2026	2,187.27	797.09	1,390.18	189,911.88
13	07/01/2026	2,187.27	791.30	1,395.97	188,515.91
14	08/01/2026	2,187.27	785.48	1,401.79	187,114.12
15	09/01/2026	2,187.27	779.64	1,407.63	185,706.49
16	10/01/2026	2,187.27	773.78	1,413.49	184,293.00
17	11/01/2026	2,187.27	767.89	1,419.38	182,873.62
18	12/01/2026	2,187.27	761.97	1,425.30	181,448.32
2026 Totals		26,247.24	9,528.66	16,718.58	
19	01/01/2027	2,187.27	756.03	1,431.24	180,017.08
20	02/01/2027	2,187.27	750.07	1,437.20	178,579.88
21	03/01/2027	2,187.27	744.08	1,443.19	177,136.69
22	04/01/2027	2,187.27	738.07	1,449.20	175,687.49
23	05/01/2027	2,187.27	732.03	1,455.24	174,232.25
24	06/01/2027	2,187.27	725.97	1,461.30	172,770.95

Garbage Truck Loan from WF - w/o financing accrued interest

	Date	Payment	Interest	Principal	Balance
25	07/01/2027	2,187.27	719.88	1,467.39	171,303.56
26	08/01/2027	2,187.27	713.76	1,473.51	169,830.05
27	09/01/2027	2,187.27	707.63	1,479.64	168,350.41
28	10/01/2027	2,187.27	701.46	1,485.81	166,864.60
29	11/01/2027	2,187.27	695.27	1,492.00	165,372.60
30	12/01/2027	2,187.27	689.05	1,498.22	163,874.38
2027 Totals		26,247.24	8,673.30	17,573.94	
31	01/01/2028	2,187.27	682.81	1,504.46	162,369.92
32	02/01/2028	2,187.27	676.54	1,510.73	160,859.19
33	03/01/2028	2,187.27	670.25	1,517.02	159,342.17
34	04/01/2028	2,187.27	663.93	1,523.34	157,818.83
35	05/01/2028	2,187.27	657.58	1,529.69	156,289.14
36	06/01/2028	2,187.27	651.20	1,536.07	154,753.07
37	07/01/2028	2,187.27	644.80	1,542.47	153,210.60
38	08/01/2028	2,187.27	638.38	1,548.89	151,661.71
39	09/01/2028	2,187.27	631.92	1,555.35	150,106.36
40	10/01/2028	2,187.27	625.44	1,561.83	148,544.53
41	11/01/2028	2,187.27	618.94	1,568.33	146,976.20
42	12/01/2028	2,187.27	612.40	1,574.87	145,401.33
2028 Totals		26,247.24	7,774.19	18,473.05	
43	01/01/2029	2,187.27	605.84	1,581.43	143,819.90
44	02/01/2029	2,187.27	599.25	1,588.02	142,231.88
45	03/01/2029	2,187.27	592.63	1,594.64	140,637.24
46	04/01/2029	2,187.27	585.99	1,601.28	139,035.96
47	05/01/2029	2,187.27	579.32	1,607.95	137,428.01
48	06/01/2029	2,187.27	572.62	1,614.65	135,813.36
49	07/01/2029	2,187.27	565.89	1,621.38	134,191.98
50	08/01/2029	2,187.27	559.13	1,628.14	132,563.84
51	09/01/2029	2,187.27	552.35	1,634.92	130,928.92
52	10/01/2029	2,187.27	545.54	1,641.73	129,287.19
53	11/01/2029	2,187.27	538.70	1,648.57	127,638.62
54	12/01/2029	2,187.27	531.83	1,655.44	125,983.18
2029 Totals		26,247.24	6,829.09	19,418.15	
55	01/01/2030	2,187.27	524.93	1,662.34	124,320.84
56	02/01/2030	2,187.27	518.00	1,669.27	122,651.57
57	03/01/2030	2,187.27	511.05	1,676.22	120,975.35
58	04/01/2030	2,187.27	504.06	1,683.21	119,292.14
59	05/01/2030	2,187.27	497.05	1,690.22	117,601.92
60	06/01/2030	2,187.27	490.01	1,697.26	115,904.66
61	07/01/2030	2,187.27	482.94	1,704.33	114,200.33
62	08/01/2030	2,187.27	475.83	1,711.44	112,488.89

Garbage Truck Loan from WF - w/o financing accrued interest

	Date	Payment	Interest	Principal	Balance
63	09/01/2030	2,187.27	468.70	1,718.57	110,770.32
64	10/01/2030	2,187.27	461.54	1,725.73	109,044.59
65	11/01/2030	2,187.27	454.35	1,732.92	107,311.67
66	12/01/2030	2,187.27	447.13	1,740.14	105,571.53
2030 Totals		26,247.24	5,835.59	20,411.65	
67	01/01/2031	2,187.27	439.88	1,747.39	103,824.14
68	02/01/2031	2,187.27	432.60	1,754.67	102,069.47
69	03/01/2031	2,187.27	425.29	1,761.98	100,307.49
70	04/01/2031	2,187.27	417.95	1,769.32	98,538.17
71	05/01/2031	2,187.27	410.58	1,776.69	96,761.48
72	06/01/2031	2,187.27	403.17	1,784.10	94,977.38
73	07/01/2031	2,187.27	395.74	1,791.53	93,185.85
74	08/01/2031	2,187.27	388.27	1,799.00	91,386.85
75	09/01/2031	2,187.27	380.78	1,806.49	89,580.36
76	10/01/2031	2,187.27	373.25	1,814.02	87,766.34
77	11/01/2031	2,187.27	365.69	1,821.58	85,944.76
78	12/01/2031	2,187.27	358.10	1,829.17	84,115.59
2031 Totals		26,247.24	4,791.30	21,455.94	
79	01/01/2032	2,187.27	350.48	1,836.79	82,278.80
80	02/01/2032	2,187.27	342.83	1,844.44	80,434.36
81	03/01/2032	2,187.27	335.14	1,852.13	78,582.23
82	04/01/2032	2,187.27	327.43	1,859.84	76,722.39
83	05/01/2032	2,187.27	319.68	1,867.59	74,854.80
84	06/01/2032	2,187.27	311.90	1,875.37	72,979.43
85	07/01/2032	2,187.27	304.08	1,883.19	71,096.24
86	08/01/2032	2,187.27	296.23	1,891.04	69,205.20
87	09/01/2032	2,187.27	288.36	1,898.91	67,306.29
88	10/01/2032	2,187.27	280.44	1,906.83	65,399.46
89	11/01/2032	2,187.27	272.50	1,914.77	63,484.69
90	12/01/2032	2,187.27	264.52	1,922.75	61,561.94
2032 Totals		26,247.24	3,693.59	22,553.65	
91	01/01/2033	2,187.27	256.51	1,930.76	59,631.18
92	02/01/2033	2,187.27	248.46	1,938.81	57,692.37
93	03/01/2033	2,187.27	240.38	1,946.89	55,745.48
94	04/01/2033	2,187.27	232.27	1,955.00	53,790.48
95	05/01/2033	2,187.27	224.13	1,963.14	51,827.34
96	06/01/2033	2,187.27	215.95	1,971.32	49,856.02
97	07/01/2033	2,187.27	207.73	1,979.54	47,876.48
98	08/01/2033	2,187.27	199.49	1,987.78	45,888.70
99	09/01/2033	2,187.27	191.20	1,996.07	43,892.63
100	10/01/2033	2,187.27	182.89	2,004.38	41,888.25

Garbage Truck Loan from WF - w/o financing accrued interest

	Date	Payment	Interest	Principal	Balance
101	11/01/2033	2,187.27	174.53	2,012.74	39,875.51
102	12/01/2033	2,187.27	166.15	2,021.12	37,854.39
2033 Totals		26,247.24	2,539.69	23,707.55	
103	01/01/2034	2,187.27	157.73	2,029.54	35,824.85
104	02/01/2034	2,187.27	149.27	2,038.00	33,786.85
105	03/01/2034	2,187.27	140.78	2,046.49	31,740.36
106	04/01/2034	2,187.27	132.25	2,055.02	29,685.34
107	05/01/2034	2,187.27	123.69	2,063.58	27,621.76
108	06/01/2034	2,187.27	115.09	2,072.18	25,549.58
109	07/01/2034	2,187.27	106.46	2,080.81	23,468.77
110	08/01/2034	2,187.27	97.79	2,089.48	21,379.29
111	09/01/2034	2,187.27	89.08	2,098.19	19,281.10
112	10/01/2034	2,187.27	80.34	2,106.93	17,174.17
113	11/01/2034	2,187.27	71.56	2,115.71	15,058.46
114	12/01/2034	2,187.27	62.74	2,124.53	12,933.93
2034 Totals		26,247.24	1,326.78	24,920.46	
115	01/01/2035	2,187.27	53.89	2,133.38	10,800.55
116	02/01/2035	2,187.27	45.00	2,142.27	8,658.28
117	03/01/2035	2,187.27	36.08	2,151.19	6,507.09
118	04/01/2035	2,187.27	27.11	2,160.16	4,346.93
119	05/01/2035	2,187.27	18.11	2,169.16	2,177.77
120	06/01/2035	2,187.27	9.50	2,177.77	0.00
2035 Totals		13,123.62	189.69	12,933.93	
Grand Totals		262,472.40	55,394.63	207,077.77	

Last interest amount increased by 0.43 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.000%	\$55,394.63	\$207,077.77	\$262,472.40

RESOLUTION NO. 25-07

A RESOLUTION OF THE CITY OF TULELAKE AND THE TULELAKE CITY COUNCIL ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Tulalake are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Tulalake must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Tulalake, will receive an estimated \$24,000 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the 9th year in which the City of Tulalake is receiving SB 1 funding and will enable the City of Tulalake to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Tulalake has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Tulalake used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Tulalake maintain and rehabilitate a main cross street and sidewalk traffic intersection adding active transportation infrastructure needed and any other future citywide street and sidewalk projects as funding allows; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City of Tulalake streets and roads are in a "lower at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will help the City of Tulalake achieve increased safety and better quality streets, roads and sidewalk benefiting our City resident and visitor traffic.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Tulelake City Council of the City of Tulelake, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Each NEW Project Proposed MUST Include:

Project Title: Replacing street signs damaged from February 2025 snowstorm.

Project Description: Replacing traffic stop signs, yield signs, and street signs.

Project Location: Various streets and roads located within the City of Tulelake.

Estimated Project Schedule: Start: July 1, 2025 – Estimated Completion: June 30, 2026

Estimated Project Useful Life: 10 to 15 Years

3. The following previously proposed and adopted projects may utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Each Relisted Project Previously Proposed MUST Include:

Project Title: C Street Sidewalk Replacement

Project Description: Replacing new sidewalk along northside of C Street

Project Location: Northside of C Street between Fourth and Main Streets

Estimated Project Schedule: July 1, 2025 – Estimated Completion: June 30, 2026 **Estimated Project Useful Life:** 25 Years

PASSED AND ADOPTED by the City Council of the City of Tulelake, State of California this 3rd day of June 2025, by the following vote:

AYES: ____

NOES: ____

ABSENT: ____

ABSTAIN: ____

Mayor Thomas L. Cordonier

Attest:

Casey Joiner, City Clerk

**LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF TULELAKE AND PRENTICE LONG, PC
FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT for legal services is entered into by and between the City of Tulelake, a municipal corporation in the State of California ("City"), and Prentice Long, PC ("Law Firm"), as of May 1, 2025 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit "A" at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A," the Agreement shall prevail.

The Law Firm shall discharge the duties of the City Attorney in a competent and professional manner. The Law Firm shall provide all legal services to the City of the kind and nature as described in the Code for the City of Tulelake ("Municipal Code") unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City.

Margaret Long ("Attorney") is designated as City Attorney. Attorney was appointed and designated City Attorney on _____, 2025, by the Tulelake City Council ("Council"). Attorney shall hold office during the pleasure of the Council and shall receive such compensation as is authorized by the Council, and subject to the terms of this Agreement. The Parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Attorney in the performance of this Agreement but no change in the designation of Margaret Long as City Attorney may be made other than by Council.

Except where conflict of interest rules require otherwise, Attorney shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City. City acknowledges that this Agreement does not prohibit the Law Firm or Attorney from other employment, except as otherwise stated herein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. The term of this Agreement shall end on April 30, 2028, and Law Firm shall complete the work described in Exhibit "A" during that term, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. Parties shall have the right to mutually extend this contract for a period of two additional years with written consent. The time provided to Law Firm to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 7.1.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. During the first year of this Agreement, City hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit "B." notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Law Firm shall not bill City for duplicate services performed by more than one person.

Law Firm and City acknowledge and agree that compensation paid by City to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Law Firm and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended on an hourly basis. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the

work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and

- The total number of hours of work performed under the Agreement by Law Firm.

The City will not be liable for interest or finance charges, until the bill is 60 days past due.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

2.3 Total Payment. City shall pay for the services to be rendered by Law Firm pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Hall Administrator.

2.4 Fees. Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit "B."

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit "B." and expenses not listed in Exhibit "B" are not chargeable to the City.

2.6 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that the City or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the City shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services. The Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City Hall Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

If the City requests on-site presence at City Hall by Law Firm, City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with City employees and reviewing records and the information

in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity and in no case later than five (5) days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercises any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2. Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of City. City shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (IPERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as City may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend City employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

5.4 Indemnification. Notwithstanding the foregoing, Law Firm shall indemnify, hold harmless and defend the City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

City shall indemnify, hold harmless, and defend Law Firm, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the City in the performance of this Agreement.

5.5 Federal Provisions. To the extent FEMA financial assistance will be used to fund all or a portion of this Agreement, Law Firm shall comply with all federal requirements including, but not limited to, the following:

A. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

B. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to City that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. City may cancel this Agreement at any time and without cause upon 30 days' written notification to Law Firm.

Law Firm may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Law Firm delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the City in connection with this Agreement.

7.2 Amendments. This Agreement may be amended from time to time by written agreement of the Parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Law Firm's professional services to be rendered hereunder shall require the prior written approval of the Council. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the scope of services and the agreed-upon billing rates to be charged by the Law Firm and paid by the City.

7.3 Assignment and Subcontracting. City and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the City Hall Administrator. Law Firm

shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Delegation to such outside attorneys shall be limited to those situations in which Law Firm is disqualified by virtue of a conflict of interest, or where Law Firm does not possess the expertise to competently perform services in a particular practice area. Law Firm shall supervise any delegated work, except when precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the Parties.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement.

7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 Retain a different Law Firm to complete the work described in Exhibit "A" not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepared or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. The Law Firm will control the physical location of such files during the term of this Agreement. The City agrees that Law Firm may, in its discretion, maintain all or part of the City's legal files in electronic format including through use of secure cloud storage services. Law Firm agrees to apply all reasonable methods to maintain the confidentiality of the City's legal files and the data will be password protected and encrypted using currently available technology.

Law Firm hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Law Firm agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Siskiyou.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm and Attorney shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

Law Firm shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Law Firm was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code Section 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the City for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.7 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.8 Notices.

Any written notice to Law Firm shall be sent to:

Prentice Long, PC
Attn: Margaret Long
2240 Court Street
Redding, CA 96001

Any written notice to City shall be sent to:

City of Tulelake
City Hall Administrator
P.O. Box 847
Tulelake, CA 96134

9.9 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between City and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.11 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY

CITY OF TULELAKE,
a municipal corporation

LAW FIRM

PRENTICE LONG, PC

By: _____
Tom Cordonier, Mayor

By: _____
Margaret E. Long, Managing Partner

EXHIBIT A
SCOPE OF WORK

The following services shall be provided under this Agreement:

CITY ATTORNEY SERVICES

Law Firm shall provide all general attorney services customarily provided to public agencies such as City, which include the following:

- Attend all City Council meetings and hold regular office hours either remotely or in-person as requested by the City Council or City Hall Administrator
- Attend Planning Commission or Management Team meetings as appropriate or requested
- Regularly communicate with the City Council, City Hall Administrator, City Administrative staff, department heads and designated staff
- Attend staff meetings as necessary or requested
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules
- Ensure timely compliance with requests for public records
- Draft and review municipal ordinances and resolutions
- Draft and review City contracts
- Advise regarding real property acquisitions, easements, and dedications
- Advise regarding tort claims and liability exposure
- Provide guidance on personnel matters, including employee discipline and separations
- Ensure compliance with general plan, zoning, and other land use requirements for both City and private party-initiated actions and applications
- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations
- Advise regarding code enforcement and building code matters

- Provide opinions regarding municipal and other legal matters as directed by the City Council and City Hall Administrator
- Monitor and advise regarding the adoption of new federal and state laws and regulations
- Manage outside legal counsel
- Communicate with the press when directed by the City Council or City Hall Administrator

LITIGATION SERVICES

Law Firm shall represent City in any legal action (in state or federal court), employment proceeding (e.g., employee arbitration, PERB hearing), and other administrative proceeding. Representation of City shall include:

- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents
- Research and analysis of claims, defenses, and remedies
- Drafting and responding to discovery pleadings
- Coordinating, reviewing, and summarizing discovery and document productions
- Depositions, including witness preparation and preparation of post-deposition summaries
- Preparation of administrative records
- Meetings with client representatives, opposing counsel, and others concerning the litigation
- Preparation for and attendance of arbitrations and mediations
- Trial and trial preparation
- Attendance and preparation for court hearings
- Other tasks necessary to the successful completion of the litigation or proceeding

LABOR NEGOTIATION SERVICES

Law Firm shall represent City in any labor relations matter, including, but not limited to:

- Labor negotiations
- Drafting, analyzing, reviewing MOU's
- Impasse
- Other tasks necessary to the successful completion of labor negotiations or labor relations

City Council reserves the right to request independent counsel for any scope of work described herein.

~END OF EXHIBIT "A" ~

EXHIBIT B
COMPENSATION

City shall compensate Law Firm as follows:

City Attorney Services

During the first year of this Agreement, City hereby agrees to pay Law Firm an hourly rate of \$180.00 for all City Attorney and Labor Negotiation services as set forth in Exhibit "A" and \$90 for paralegal services.

In consideration for this agreement, Law Firm shall generally bear its own costs and expenses in providing City Attorney services. City, however, shall reimburse Law Firm for the following extraordinary expenses advanced on the City's behalf:

Voluminous Duplication or Printing (charged for each page beyond 350 pages in any month)	\$0.10/page
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Vehicle travel from our Redding office	Applicable IRS rate per mile x number of miles
----------------------------------------	---------------------------------------------------

Travel expenses for non-standard trips not related to attendance of regular City meetings, office hours, and appointments	Reasonable cost of overnight stays and meals
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Extraordinary postage or overnight Delivery costs	Actual Cost
------------------------------------------------------	-------------

Litigation Services

For any judicial or administrative proceeding as described in Exhibit A, Law Firm would charge the City the following rates for work performed:

Attorneys Rate: \$190.00/hour

Paralegals: \$95.00/hour

For all litigation services, Law Firm would also include on monthly invoices, reimbursement of necessary costs incurred for the following:

- Court filing fees
- CourtCall expenses
- Attorney services (includes service of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-Ex, On Trac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, depositions, arbitrations, mediations, and other necessary appointments
- Actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page if performed in-house
- Any other expense not listed above that becomes necessary for the successful resolution of a particular litigation matter

~END OF EXHIBIT "B"~



Rabe Consulting
Striving for a Sustainable community through educational,
economic and environmental improvement

May 25, 2025

RE: Tulelake Arts and Community Center NEPA Environmental Services Proposal

Rabe Consulting is pleased to provide a scope and quote for the Tulelake Arts and Community Center project, which will update the environmental reports and NEPA compliance conducted on the Clyde Hotel Demolition Project.

Rabe Consulting, started in 1997, is an environmental consulting business specializing in environmental services, particularly field surveys and document preparation for wetland delineations/mitigations, environmental site assessments (Phase 1 and 2), NEPA compliance, permits and biological assessments. Our company headquarters are located in Klamath Falls, Oregon. We provide services nationally, with particular focus in Oregon and California.

Rabe Consulting delivers a consistent quality service within the provided timeline and budget. We strive for excellence in service, while meeting the needs of government regulations and clients. Rabe Consulting is registered as a disadvantaged small business (DBE) and women-owned business (WBE).

Project Scope Task Order #11:

Task One: NEPA Environmental Report/Environmental Assessment

Rabe Consulting will update the environmental documents for NEPA compliance to include the project description, environmental effects, and mitigation measures for the project. Previous CEQA work on the same site was conducted for the Clyde Hotel demolition and site preparation. Previous work included a cultural resource survey. Therefore, the cultural resource survey is not anticipated for this environmental document update, as the original study is still considered current. Federal funding will require notification of tribes and SHPO. Rabe Consulting will prepare and send the notification letters.

Rabe Consulting will provide the NEPA report in a format consistent with the Federal funding agencies guidelines.

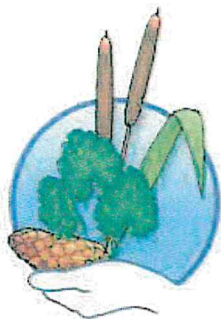
Cost Estimate for Task Order 11		
Task Number	Task Description	Cost
One	NEPA Report Update	\$2700.00
TOTAL		\$2700.00

Note 1: Rates are fully burdened including per diem, mileage and copies, as well as equipment use (submeter accuracy GPS and ArcGIS software).

Thank you for your request for a bid for environmental services. If you have any questions regarding the proposal, please feel free to contact me.



Andréa Rabe
Professional Wetland Scientist
Rabe Consulting
421 Commercial Street
Klamath Falls, Oregon 97601
541-891-2137
andrea@rabeconsulting.com



Rabe Consulting
Striving for a sustainable community through educational,
economic and environmental improvement

May 25, 2025

RE: Tulalake Arts and Community Center Environmental Services Proposal

Rabe Consulting is pleased to provide a scope and quote for the Tulalake Arts and Community Center project, which will update the environmental reports and CEQA compliance conducted on the Clyde Hotel Demolition Project.

Rabe Consulting, started in 1997, is an environmental consulting business specializing in environmental services, particularly field surveys and document preparation for wetland delineations/mitigations, environmental site assessments (Phase 1 and 2), NEPA compliance, permits and biological assessments. Our company headquarters are located in Klamath Falls, Oregon. We provide services nationally, with particular focus in Oregon and California.

Rabe Consulting delivers a consistent quality service within the provided timeline and budget. We strive for excellence in service, while meeting the needs of government regulations and clients. Rabe Consulting is registered as a disadvantaged small business (DBE) and women-owned business (WBE).

Project Scope Task Order #11:

Task One: CEQA Initial Study

Rabe Consulting will update the Initial Study that includes the project description, environmental effects, and mitigation measures for the project. Previous CEQA work on the same site was conducted for the Clyde Hotel demolition and site preparation. Previous work included a cultural resource survey. Therefore, the cultural resource survey is not anticipated for this environmental document update, as the original study is still considered current.

Rabe Consulting will work with the City to publish the notice of intent. The notice of intent has a 30-day comment period.

Cost Estimate for Task Order 11		
Task Number	Task Description	Cost
One	CEQA Initial Study Update	\$3500.00
TOTAL		\$3500.00

Note 1: Rates are fully burdened including per diem, mileage and copies, as well as equipment use (submeter accuracy GPS and ArcGIS software).

Thank you for your request for a bid for environmental services. If you have any questions regarding the proposal, please feel free to contact me.



Andréa Rabe
Professional Wetland Scientist
Rabe Consulting
421 Commercial Street
Klamath Falls, Oregon 97601
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andrea@rabeconsulting.com