

AGENDA  
Regular Meeting  
TULELAKE CITY COUNCIL  
**July 01, 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 July 01, 2025.
2. Pledge of Allegiance
3. Approval of the June 17, 2025, regular meeting minutes. Discussion/Action.
4. Approval of the June 25, 2025, special meeting minutes. Discussion/Action.
5. Approval of the payments of bills. Discussion/Action.
6. 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.*

7. Approval to adopt Ordinance 25-204, An Ordinance of the City Council of the City of Tulelake Amending Title 17, Zoning, of the Tulelake Municipal Code. Discussion/Action. (Richard Tinsman)
8. Approval of Resolution No. 25-07, a Resolution of the City Council of the City of Tulelake AB27788 Maintenance of Effort Requirement Public Safety for Fiscal Year 2024-2025. Discussion/Action. (City Hall Administrator)
9. Approval of MOU Agreement to provide police services for the Town of Bonanza, Oregon. Discussion/Action. (Chief of Police)
10. Approval to purchase three computers for the Police Department for a total of \$1500.00. Discussion/Action. (Chief of Police)
11. Approval of FY25/26 Salary Schedule as required by CalPERS. Discussion/Action. (City Hall Administrator)
12. Approval of IT quote for new server and City Hall computers. Discussion/Action. (City Hall Administrator)
13. Possible review and approval of FY23/24 Audit Draft. Discussion/Action. (Chief Resilience Officer)
14. Approval for Chief Resilience Officer to attend CCLR Conference in Carson, California, on September 16<sup>th</sup> through the 19<sup>th</sup>. Discussion/Action. (Chief Resilience Officer)
15. Discussion on City Code Enforcement. Discussion/Action. (Mayor Cordonier)
16. Department Head updates. Discussion/Action.
  - a. Chief of Police, Tom Hoy
  - b. Chief Resilience Officer, Jenny Coelho
  - c. City Hall Administrator, Aissa Martinez

d. Director of Public Works, Jose Perez

**COMMENTS FROM ADMIN AND STAFF:**

17. Comments from City Engineer
18. Comments from City Attorney
19. Comments from City Building Inspector (Mike Britton)
20. Comments from Library Branch Manager (Kailee Wood)
21. Comments from City Treasurer (Sara Luscombe)
22. Comments from City Clerk (Casey Joiner)
23. Comments from Assistant City Admin (Christian Marquez)
24. Comments from Council Member Henry Ebinger
25. Comments from Council Member Margie Cordonier
26. Comments from Council Member Teresa Williams
27. Comments from Council Member Bryan Hendricks
28. Comments from Council Member Tom Cordonier
29. 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**  
**June 17, 2025 - 5:30 PM**

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

**APPROVAL OF THE JUNE 3, 2025, REGULAR MEETING MINUTES**

Council Member Ebinger made a motion for the approval of the June 03, 2025, regular meeting minutes. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-109)

**APPROVAL OF THE PAYMENT OF BILLS**

Mayor Cordonier made a motion to approve paying the bills presented. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-110)

**COMMENTS FROM THE PUBLIC**

No comments.

**DISCUSSION ABOUT TULELAKE FFA STORING HAY BALES AT THE OLD FERTILIZER**

Tulelake High School Ag Teacher, Kyle Schaad asked permission to store approximately 15 blocks of alfalfa hay from the school farm inside the Tri County Ag Facility for the season. Council Member Ebinger made a motion to approve the Tulelake FFA storage of hay bales at the old fertilizer building pending the receipt of liability insurance coverage from the school district. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-111)

**DISCUSSION ABOUT NUISANCE ABATEMENT AT 666 2<sup>ND</sup> STREET**

Jane Palmer was not in attendance to discuss nuisance abatement. Tulelake Multi County Fire District was in attendance and mentioned that they would add 666 2<sup>nd</sup> Street to their inspection list. Discussion only. No action taken.

**DISCUSSION AND APPROVAL OF RENEWING THE TULELAKE MULTI COUNTY FIRE DISTRICT'S CONTRACT WITH THE CITY OF TULELAKE**

Council Member Ebinger made a motion to approve renewing the contract with the Tulelake Multi County Fire District as is. Council Member Williams seconded the motion. All votes were aye. Motion carried. (Motion 25-112)

**LOCAL FIRE REPORT AND UPDATE OF RECENT FIRE HAZARDS AND POTENTIAL FIRE HAZARDS WITHIN THE CITY OF TULELAKE**

Adam Alcorn from Tulelake Multi County Fire District commented that the district had been giving reports to the Council for the last year and had yet to see any actions taken against the properties on the list that were not up to the City Ordinances. It was discussed that Director of Public works, Jose Perez, would start issuing citations until the position of Code Enforcement Officer was filled. Discussion only. No action taken.

**APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TULELAKE AND THE CITY OF DORRIS FOR WATER/WASTEWATER CERTIFICATION**

Mayor Cordonier made a motion to approve the Memorandum Of Understanding between the City of Tulelake and the City of Dorris for water/wastewater certification. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-113)

**DISCUSSION AND POSSIBLE REVIEW OF FY23/24 AUDIT**

Chief Resilience Officer, Jenny Coelho, commented that Charles Pillon, the City Auditor, was hoping to have the draft done by June 30<sup>th</sup>. Discussion only. No action taken.

**DISCUSSION AND APPROVAL OF AUDIT ENGAGEMENT LETTER**

Council Member Ebinger made a motion to approve the audit engagement letter from Charles Pillon that is for the next three years of audits. Council Member Cordonier seconded the motion. Motion carried. (Motion 25-114)

**APPROVAL OF TASK ORDER #17 FROM ADKINS ENGINEERING & SURVEYING, INC. FOR DESIGN AND CONSTRUCTION SERVICES FOR THE CITY HALL PARKING LOT**

Council Member Cordonier made a motion to approve the task order #17 from Adkins Engineering & Surveying, Inc. for design and construction services for the City Hall parking lot. Council Member Williams seconded the motion. All votes were aye. Motion carried. (Motion 25-115)



**PROMOTION OF INTERIM CITY HALL ADMINISTRATOR TO EXEMPT POSITION OF CITY HALL ADMINISTRATOR**

Council Member Ebinger made a motion to promote Interim City Hall Administrator, Aissa Martinez, to the exempt position of City Hall Administrator. Council Member Williams seconded the motion. All votes were aye. Motion carried. (Motion 25-116)

**DISCUSSION ABOUT WHO IS RESPONSIBLE FOR HANGING UP THE FLAGS ON HOLIDAYS**

Director of Public Works, Jose Perez commented that he and his department would hang the flags on holidays. Discussion only. No action taken.

**UPDATE ON OUT OF STATE LICENSE PLATES**

Chief of Police, Hoy was absent at this point and it was decided to table until the next meeting. Discussion only. No action taken.

**DEPARTMENT HEAD UPDATES**

**Chief of Police:** Tom Hoy commented that he only has one recruit that is still going through the background check for the police academy and the other two were no longer in the running.

**Chief Resilience Officer:** Jenny Coelho commented that she was going to apply for a well rehabilitation grant. She also commented that the Tulelake Multi County Fire District had been approved for a slip-on tanker grant. Jenny also mentioned that the EPA had finally signed the contract with their contractors and is hoping that by mid-summer we would be able to remove the bowling alley.

**Interim City Hall Administrator:** Absent.

**Director of Public Works:** Jose Perez commented that the street sweeper was now running and they were going to start sweeping the streets. He also commented that the water table has come up 10 feet.

**ADJOURNMENT**

Mayor Cordonier made a motion to adjourn the meeting at 6:54PM. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-117)

\_\_\_\_\_  
Tom Cordonier, Mayor

Attest:

\_\_\_\_\_  
Casey Joiner, City Clerk

**MINUTES**  
**Special Meeting**  
**TULELAKE CITY COUNCIL**  
**June 25, 2025 - 5:30 PM**

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

**APPROVAL OF THE PAYMENT OF BILLS**

No bills were presented.

**COMMENTS FROM THE PUBLIC**

No comments.

**REVIEW AND APPROVAL OF FY25/26 BUDGET**

Chief Resilience Officer, Jenny Coelho, presented the FY25/26 Budget to the Council. Council Member Ebinger made a motion for the approval of FY25/26 Budget. Mayor Pro Tem Hendricks seconded the motion. All votes were aye. Motion carried. (Motion 25-118)

**DISCUSSION AND POSSIBLE APPROVAL OF BID TO REPAIR FIRE HYDRANTS IN THE CITY**

Director of Public Works, Jose Perez, presented two bids to the Council to repair the fire hydrants in the City. Council Member Ebinger made a motion for the approval to get Bob's Excavating to repair the fire hydrants in the City for \$28,930.00. Mayor Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-119)

**APPROVAL OF 3<sup>RD</sup> ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING & AGREEMENT TO PROVIDE DISPATCH & RECORDS SERVICES**

Council Member Ebinger made a motion for the approval of 3<sup>rd</sup> Addendum to the Memorandum of Understanding and Agreement to provide Dispatch & Records Services. Mayor Pro Tem Hendricks seconded the motion. Three votes were aye with one abstaining. Motion carried. (Motion 25-120)

**ADJOURNMENT**

Mayor Cordonier made a motion to adjourn the meeting at 6:16PM. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-121)

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Tom Cordonier, Mayor

Attest:

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Casey Joiner, City Clerk

Bills Submitted for Approval on 07-01-2025 - <a href="#">API25023</a> for Weeks 06/18/2025-07/01/2025				
Name	Document Number	Document Amount	Document Description	Fund Code
AMERICAN SANITATION, INC	40659	140.00	Portable Toilet - BP - 5/9 - 6/6/2025	04
AMERICAN SANITATION, INC	40754	140.00	Portable Toilet - TS - 5/1-5/28/2025	01
BEAR TECHNOLOGIES	25657	87.50	Endpoint Detection & Response	01
BEAR TECHNOLOGIES	25658	410.00	Monthly Server Maintenance	01
DEBI LOPEZ	CV 6/12/2025	2,000.00	POST Background Investigation - Chris Vercellotti	05
ED STAUB & SONS PETROLEUM,	379992	479.42	Fuel - PD	01
ED STAUB & SONS PETROLEUM,	380003	508.17	Fuel - PW	02
JUNIPER PAPER & SUPPLY	826418	78.39	Garbage Bag Liners	01
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	90044299	9,690.50	Environmental Services April 25 - May 23, 2025	01
MERRILL LUMBER COMPANY	C258154	51.95	Maint. on Water Tower	02
OFFICE TECHNOLOGIES, INC.	54312	94.52	IT Support - CH	01
PACIFIC POWER	41972561-002 8 07/25	1,969.63	Streetlights	11
PACIFIC POWER	41972561-003 6 07/25	450.33	Kiwanis Park	01
PACIFIC POWER	41972561-004 4 07/25	196.49	C St - Lift Station	03
PACIFIC POWER	41972561-006 9 07/25	2,858.41	A6325 C Street	02
PACIFIC POWER	41972561-007 7 07/25	131.35	400 Blk Main Library	01
PACIFIC POWER	41972561-009 3 07/25	544.74	470 C St #A	01
PACIFIC POWER	41972561-011 9 07/25	3,423.78	1001 Dean Callas Way	03
PACIFIC POWER	41998321-001 6 07/25	3,257.51	101 Siskiyou St	02
PACIFIC POWER	41998321-004 0 07/25	371.94	Main & E St	01
R.B. ALDRICH CONSTRUCTION	1007	2,755.00	Install Bricks at Veterans Park	01
STANTEC CONSULTING SERVICES	2410798	18,488.80	Tulelake DTSC ECRG Assessment FY24	01
STATELINE AUTO PARTS SUPPLY,	614984	471.89	Battery Charger - PW	02
STATELINE AUTO PARTS SUPPLY,	615081	10.70	5Gal Bucket - PW	02
STATELINE AUTO PARTS SUPPLY,	615938	428.98	Battery for Street Sweeper	11
THATCHER COMPANY OF	2025250101973	10,308.45	Chemicals for Water	02
THOMAS CORDONIER	TC 06/23/2025	140.00	CIIC Meeting	01
VERIZON WIRELESS	6116007906	307.83	Verizon - PD	05
Total Bill Amount		\$59,796.28		
	<b>Pay Dates: 06/20/2025</b> <b>PAY PERIOD: 06/01/2025-06/14/2025</b>	<b>Approved at the Regular Meeting on July 01, 2025</b>	<b>Fund Account Codes:</b>	
Police Department: (2 Employees)	\$3,259.65		01- General Fund	
Chief Resilience Officer (1 Employee)	\$2,193.85		02- Enterprise Fund - Water	
Public Works: (6 Employees)	\$6,788.54		03- Enterprise Fund - Sewer	
City Hall: (5 Employees, including Library & Custodial)	\$4,347.04		04- Enterprise Fund - Garbage	
Council & Elected Officials: (7 persons)	\$2,054.90		05- Police Personnel (COPS Grant)	
			11- Gas Tax Fund (Streets)	
<b>Total Amount of Payroll DD's</b>		<b>\$18,643.98</b>	13- Local Transportation (TDA)	

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

Total Amount Submitted for Approval - July 01, 2025:		<u>\$78,440.26</u>		



**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

**RESOLUTION NO. 25-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE  
AB2788 MAINTENANCE OF EFFORT REQUIREMENT PUBLIC SAFETY**

**BE IT RESOLVED** by the City Council of the City of Tulelake as follows:

**WHEREAS** the City of Tulelake is required to calculate and certify AB2788 Maintenance of Effort (MOE) requirements concerning the use of Proposition 172 revenues to the Siskiyou County Auditor; and

**WHEREAS** the City of Tulelake calculations are *over* the MOE base year by \$130,395 as shown on AB2788 (Chapter 886/94) Maintenance-of-Effort Certification Form and Form B/C as attached; and

**WHEREAS** the City of Tulelake approves the calculations and directs the City Administrative Clerk to execute and forward the 2023-2024 Certification to the Auditor-Controller for Siskiyou County.

**IT IS HEREBY CERTIFIED** that the foregoing Resolution No. 25-07 was introduced, passed and duly adopted at a regular meeting by the Tulelake City Council on this 1st day of July 2025 by the following vote:

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAINS \_\_\_\_\_

\_\_\_\_\_  
Tom Cordonier, Mayor

Attest:

\_\_\_\_\_  
Casey Joiner, City Clerk

Siskiyou County  
Auditor-Controller  
AB2788 (Chapter 886/94)  
Maintenance-of-Effort Certification Form

Name of City/County: City of Tulelake

Fiscal Year of Certification: 2024-2025

AB2788 Maintenance-of-Effort (MOE) Calculation:

Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	<u>\$259,446</u>
Less: Public Safety MOE (Amount of Line 3.2 from Form A)	<u>\$ 129,051</u>
Difference: Over/(Under) AB2788 MOE Requirements	<u>\$130,395</u>

Certification Statement:

I hereby certify that the City/County of Tulelake is over/under (please circle one) the AB2788 Maintenance-of-Effort requirements concerning the use of Proposition 172 revenues in the amount of \$130,395. Forms A, B, and C are submitted in support of this calculation. Detailed records concerning this calculation are available upon request and will be retained.

Signature of City/County Official: \_\_\_\_\_

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





FORM B/C

SCHEDULE OF MOE CALCULATIONS (Based on Actual Allocation)\*

City of Tulare

RECEIPTS

ESTIMATED      ACTUAL

	92/93	93/94	94/95	95/96	96/97	97/98	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24
General Fund Appropriation	126,330	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485	124,485
Prop 112	NA	2,417	2,417	2,512	1,945	1,905	1,942	2,028	2,192	2,065	2,065	2,328	2,493	2,674	2,761	2,748	2,498	2,366	2,419	2,569	2,965	3,028	3,179	3,198	3,292	3,388	3,475	3,308	3,367	4,961	4,566	2,721
Funding Available	126,330	126,902	126,902	126,997	126,430	126,390	126,427	126,513	126,677	126,550	126,550	126,911	126,978	127,159	127,246	127,233	126,983	126,851	126,904	127,054	127,450	127,513	127,664	127,683	127,777	127,873	127,960	127,793	127,852	129,446	129,399	129,051
Minimum budget MOE	126,330	126,902	126,902	126,997	126,430	126,390	126,427	126,513	126,677	126,550	126,550	126,911	126,978	127,159	127,246	127,233	126,983	126,851	126,904	127,054	127,450	127,513	127,664	127,683	127,777	127,873	127,960	127,793	127,852	129,446	129,399	129,051
Amount of excess (deficit) of MOE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

MAINTENANCE OF EFFORT (MOE) CALCULATION - ADJUSTING BASE AMOUNT

EXPENDITURES		92/93	93/94	ESTIMATED 94/95	95/96	96/97	97/98	98/99	99-00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25
9293	126.330	BASE AMOUNT G29/93 LESS ADJ	126.330	126.902	126.902	126.902	126.997	126.430	126.390	126.427	126.513	126.677	126.550	126.550	126.811	126.978	127.159	127.246	127.233	126.983	126.851	126.904	127.054	127.450	127.513	127.664	127.683	127.777	127.873	127.960	127.793	127.852	129.446	129.399
	NA	CALC OF BASE AMT ADJUSTMENT	572	0	95	367	40	37	86	157	157	0	261	167	181	86	13	249	133	53	150	366	63	151	19	94	87	167	59	1,594	(46)	(349)		
	126.330	ADJUSTMENT FOR PS&F	126.902	126.902	126.997	126.430	126.390	126.427	126.513	126.677	126.550	126.550	126.811	126.978	127.159	127.246	127.233	126.983	126.851	126.904	127.054	127.450	127.513	127.664	127.683	127.777	127.873	127.960	127.793	127.852	129.446	129.399	129.051	
	126.330	ADJUSTED MOE REQUIREMENT	126.902	126.902	126.997	126.430	126.390	126.427	126.513	126.677	126.550	126.550	126.811	126.978	127.159	127.246	127.233	126.983	126.851	126.904	127.054	127.450	127.513	127.664	127.683	127.777	127.873	127.960	127.793	127.852	129.446	129.399	129.051	
LOCAL ADOPTED BUDGET		126.330	172.420	172.420	184.014	184.014	184.014	145.659	141.709	158.688	145.850	151.884	153.955	166.791	178.032	178.032	178.032	213.652	213.652	195.888	168.328	202.067	251.318	204.012	205.325	194.320	197.985	201.660	202.891	213.870	225.754	237.154	259.446	
REDUCTION IN PS&F ALLOCATION		NA	(45,518)	(45,518)	(57,017)	(57,594)	(19,269)	(15,282)	(32,175)	(19,173)	(25,334)	(27,405)	(39,980)	(51,054)	(50,873)	(50,786)	(86,419)	(86,669)	(69,037)	(41,424)	(75,013)	(123,868)	(76,499)	(77,661)	(66,637)	(70,208)	(73,787)	(75,098)	(86,018)	(96,308)	(107,755)	(130,395)		

\*\*Verified Prop 172 receipts with Banner

**INTERGOVERNMENTAL CONTRACT BETWEEN THE TOWN OF BONANZA AND THE TULELAKE  
POLICE DEPARTMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the Tulelake Police Department, jointly with the City of Tulelake (hereinafter known as "Tulelake Police Department") and the Town of Bonanza, an Incorporated town within Klamath County, State of Oregon (hereinafter known as "Town of Bonanza").

**WHEREAS:**

**RECITALS**

A. Each of the Parties to this Agreement is a "public agency" as that term is defined in section 6500, et seq., of the Government Code of the state of California or a "unit of local government" as that term is used in Oregon Revised Statutes (ORS) chapter 190.

B. Each of the Parties hereto has the power to perform the acts required of them under this agreement, in addition to other powers that are common to each of them, as well the authority to enter into agreements in relation to those acts and/or powers.

C. Pursuant to title 1, division 7, of chapter 5 of the Government Code of the state of California, commonly known as the Joint Exercise of Powers Act, and the provisions of ORS chapter 190, commonly called the Intergovernmental Cooperation Act, two or more public agencies or units of local government may by agreement jointly exercise any power common to the contracting parties. Pursuant to ORS 190.420, any power or powers, privileges, or authority exercised or capable of exercise by a public agency in the state of Oregon may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such joint exercise or enjoyment.

D. As used in ORS 190.410, the term "public agency" includes any county, city, special district, or other public corporation. Pursuant to said statute, public agencies in the state of Oregon and in another state may enter into agreements with one another for joint or cooperative action.

E. The Parties find that it would be to their mutual advantage and the public's benefit to coordinate in relation to the provision of policing services to the Town of Bonanza.

F. During the existence of the contract, the Tulelake Police Department shall exercise such authority as may be vested in them by them of the contract. Including full power and authority to cite and/or arrest for violations of all laws and duly enacted ordinances of the contracting town.

**WHEREAS**, it is the desire of The Tulelake Police Department and The Tulelake City Council, for the considerations stated herein, to provide law enforcement services for the Town of Bonanza; and

**WHEREAS**, it is the desire of The Town of Bonanza to have law enforcement services provided for it by Tulelake Police Department, at the consideration provided for herein.



**NOW, THEREFORE**, in consideration for the covenants and agreements contained herein, it is hereby mutually agreed by and between the parties hereto as follows:

1. **PURPOSE:** That the Tulelake Police Department undertake to enforce the laws and ordinances within the Town of Bonanza and that during the term of this contract, the Town of Bonanza grants to the Tulelake Police Department full municipal and justice law enforcement authority.

2. **TERM:** The term of this contract shall be from \_\_\_\_\_, through and including \_\_\_\_\_ (end of fiscal year), at which time the parties hereto may at their respective discretion, renegotiate for any extension of the services to be provided hereunder. This contract shall not be effective until after its execution by both parties.

3. **CONSIDERATION:** In consideration of the services to be provided to the Town of Bonanza by the Tulelake Police Department, during the term of this contract, the Town of Bonanza agrees to pay to the Tulelake Police Department a monthly sum of \$4166.00 for the term of this contract.

The first payment to be made by the 1<sup>st</sup> of the month the contract becomes active in 2025, like payments to be made between the first and tenth of each month thereafter.

4. **RESPONSIBILITY:** The Tulelake Police Department shall furnish police officers and a code enforcement officer to the Town of Bonanza who shall be available to the Town on a weekly basis, averaging 40 hours per month, not to include commute time to the Town of Bonanza or Call Outs. Each month, the Tulelake Police Department or the City of Tulelake will submit an invoice.

The time when said hours shall be spent in the Town of Bonanza shall remain flexible so that the Tulelake Police Department can be available at certain times during peak periods to meet the needs of the Town.

The flexible hours to be spent in the Town of Bonanza shall be determined by mutual agreement between the Tulelake Police Department and the governing body of the Town of Bonanza. Both parties understand that the hours will vary week-to-week and will be determined by availability.

The Town of Bonanza may submit requests for law enforcement patrols during special events, etc. and shall collaborate with the Tulelake Police Department to establish expectations. Ultimately, the patrol schedule will be set by the Tulelake Police Department at their discretion.

The Tulelake Police Department shall continue to respond to life threatening emergencies or serious crimes in progress. The Tulelake Police Department shall not include time spent responding to life threatening emergencies or serious crimes in progress when calculating the 40 hours purchased by the Town of Bonanza.

5. **ENFORCEMENT:** Bonanza hereby vests in the Tulelake Police Department, the full power and authority to issue lawful citations for violations and to make lawful arrests for crimes relating to all duly enacted ordinances of Bonanza and other laws of the State of Oregon.

The rendering of such service, standards of performance, the discipline of police officers and code enforcement officer and other matters incident to the performance of such services and control of personnel so employed shall remain under the exclusive control of the Tulelake Police Department, but in accordance with all applicable laws.

6. **FAILURE TO PERFORM:** In the event the Town of Bonanza or the Tulelake Police Department fail to perform any of the terms of this contract, payment and performance being of the essence, either party at its

option, subject to the requirements of notice as herein provided, shall have the right to declare this contract null and void as of the date of the breach. In addition, the Tulelake Police Department shall have the right to sue for any monies due and owing at the time of breach under the terms of this contract and Bonanza shall have the right to sue or counter claim for services not performed at the time of the breach, in addition to any other rights that either party may have under this contract or Oregon law. The Town of Bonanza shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein notice of said breach or default has been given by the Tulelake Police Department to the Town of Bonanza, and the Town of Bonanza shall have failed to remedy said default within ten (10) days after giving the notice. Notice for this purpose shall be deemed to have been given by deposit in the mail or certified letter containing said notice and addressed to the Town of Bonanza at the Bonanza Town Hall, Bonanza, Oregon.

7. FAILURE TO PAY: If the Town of Bonanza shall fail to make payment as herein provided and said failure shall continue for more than thirty (30) days after payment becomes due, the Town of Bonanza shall be deemed in default, and The Tulelake Police Department shall not be obligated to give the Town of Bonanza notice of declaration of default.

8. FAILURE TO REQUIRE PERFORMANCE: Failure by the Tulelake Police Department, at any time, to require performance by the Town of Bonanza of any provisions hereof, shall in no way effect the Tulelake Police Department's rights hereunder to enforce the same, nor shall any waiver by the Tulelake Police Department of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

9. EXTENSION: Nothing in this contract is to be construed so as to bind the Tulelake Police Department to furnish law enforcement services to Bonanza beyond the term of the contract, it being understood by and between the parties that any extension of said service shall be the subject of a new contract to be negotiated by the parties at their discretion upon termination of this contract.

10. NOTICE OF TERMINATION: It is mutually agreed that either party to this contract may terminate said agreement by giving thirty (30) days written notice.

11. ADHERENCE TO LAW: Each party shall comply with all federal, state and local laws and ordinances applicable to this contract.

12. NON-DISCRIMINATION: Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

13. ACCESS TO RECORDS: Each party shall have access to the books, documents and other records of the other which are related to this contract for the purpose of examination, copying and audit, unless otherwise limited by law.

14. SUBCONTRACTS AND ASSIGNMENT: Neither party will subcontract or assign any part of this contract without written consent of the other party.

15. ENTIRE AGREEMENT, WAIVER OF DEFAULT, AND AMENDMENT: The parties agree that this contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the provisions of this contract. Waiver of any default shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract. This contract may not be amended, except by written document signed by both the Town of Bonanza and the Tulelake Police Department.

16. THIRD PARTY BENEFICIARIES: Tulelake Police Department and the Town of Bonanza are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this contract.

17. FORCE MAJEURE: Neither Bonanza nor Tulelake shall be held responsibility for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.

18. ADDITIONAL TERMS AND CONDITIONS:

- a) Notice of Litigation: Each party shall give the other immediate written notice of any action or suit filed in any claim made against that party which may result in ligation that is in any way related to this contract.
- b) Attorney Fees: In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
- c) Severability: Should any provision(s) of this contract be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision(s) so construed, and shall not affect, impair, or invalidate any of the other provisions of this contract which shall remain in full force and effect.
- d) Oregon Law and Forum: This contract shall be construed and governed according to the laws of the State of Oregon.
- e) Mutual Indemnification. Both parties agree to defend, indemnify and save the other, their agents and employees harmless from any and all losses, claims, action, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of the other or its agents or employees.

DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

Tulelake City Council:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form and legal sufficiency:

Dated: \_\_\_\_\_

\_\_\_\_\_

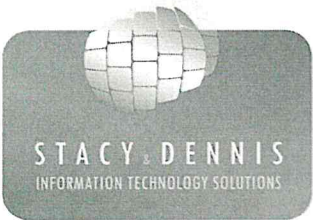
Tulelake Police Department – Chief of Police



DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

Town of Bonanza:

\_\_\_\_\_, Mayor



541-882-2479  
4745 South Sixth Street  
Klamath Falls OR 97603

Estimate

Name / Address

City of Tulelake  
PO Box 847  
Tulelake, CA 96134

DateEstimate #

6/4/2025e25-0381

Project

Qty	Description	Cost	Total
	Server		
1	Lenovo ThSys ST250 V3 Tower E-2488 16GB/NO HDD	2,908.71	2,908.71
3	Kingston 32GB DDR5 ECC	282.86	848.58
1	XClarity Controller 2 Platinum	675.00	675.00
2	2.5" 960GB SATA SSD	487.50	975.00
2	480GB 2.5" SATA SSD	282.00	564.00
1	2U PFC Sinewave UPS	472.50	472.50
	Subtotal		6,443.79
	PC		
3	Lenovo SFF M70s	1,135.50	3,406.50
3	Kingston ValueRAM 16GB	60.00	180.00
	Laptop		
1	Lenovo ThinkPad T16	1,228.50	1,228.50
1	Special Order - RAM	85.50	85.50
1	ThinkPad Universal USB-C Dock	282.00	282.00

It is your responsibility to back up your data. Stacy & Dennis IT Solutions will not be responsible for data loss. All items left for more than 90 days will be considered abandoned and disposed of. Payment is due upon Receipt. An annual service charge of 12% will be assessed monthly after 30 days from the invoice date for any unpaid balance. All past due accounts are subject to collection fees per ORS 697.115 for collection of commercial debt. By signing below, you agree to the terms of the Master Service Agreement (MSA) located at [www.sndits.com/msa](http://www.sndits.com/msa) or available upon request. You understand that the MSA terms are subject to change without notice. If you cannot access the MSA or do not agree to the terms, do not sign below. - All Estimates are only good for five business days. In the current market, we have seen pricing change on the same day.

Total \$11,626.29

Customer Signature \_\_\_\_\_