AGENDA Regular Meeting TULELAKE CITY COUNCIL

July 15, 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 15, 2025.
- 2. Pledge of Allegiance
- 3. Approval of the July 01, 2025, regular meeting minutes. Discussion/Action.
- 4. Approval of the payments of bills. Discussion/Action.
- 5. Comments from the public.

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

- 6. Approval of GSP Amendment and periodic evaluation for a 5-year renewal plan. Discussion/Action. (Council Member Ebinger)
- 7. Approval of FY25/26 Final Audit. Discussion/Action. (Charles Pillon)
- 8. 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 2025-2026 funded by SB1: The Road Repair and Accountability Act of 2017. Discussion/Action. (Director of Public Works)
- 9. Approval of MOU between Siskiyou County Public Health and the City of Tulelake. Discussion/Action. (City Clerk)
- 10. Approval of the Local Transportation Fund claim for FY2025/2026. Discussion/Action. (Chief Resilience Officer)
- 11. Approval of Amendment 1 for Task Order #15 from Adkins Engineering & Surveying, Inc. for revision of scope for the Tulelake Wastewater Project. Discussion/Action. (Chief Resilience Officer)
- 12. Update on out of state license plates. Discussion/Action. (Mayor Cordonier)
- 13. 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:

- 14. Comments from City Engineer
- 15. Comments from City Attorney
- 16. Comments from City Building Inspector (Mike Britton)
- 17. Comments from Library Branch Manager (Kailee Wood)

- 18. Comments from City Treasurer (Sara Luscombe)
- 19. Comments from City Clerk (Casey Joiner)
- 20. Comments from Assistant City Admin (Christian Marquez)
- 21. Comments from Council Member Henry Ebinger
- 22. Comments from Council Member Margie Cordonier
- 23. Comments from Council Member Teresa Williams
- 24. Comments from Council Member Bryan Hendricks
- 25. Comments from Council Member Tom Cordonier
- 26. 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 July 1, 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 Hall Administrator, Aissa Martinez; Chief Resilience Officer, Jenny Coelho and Director of Public Works, Jose Perez. Mayor Pro Tem Bryan Hendricks; City Treasurer, Sara Luscombe; Assistant City Admin, Christian Marquez and Library Branch Manager, Kailee Wood were absent.

APPROVAL OF THE JUNE 17, 2025, REGULAR MEETING MINUTES

Council Member Ebinger made a motion for the approval of the June 17, 2025, regular meeting minutes. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-122)

APPROVAL OF THE JUNE 25, 2025, SPECIAL MEETING MINUTES

Council Member Ebinger made a motion for the approval of the June 25, 2025, special meeting minutes. Council Member Cordonier seconded the motion. Three votes were aye with one abstaining. Motion carried. (Motion 25-123)

APPROVAL OF THE PAYMENT OF BILLS

Council Member Ebinger made a motion to approve paying the bills presented. Mayor Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-124)

COMMENTS FROM THE PUBLIC

No comments.

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

Mayor Cordonier made a motion to approve 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. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-125)

APPROVAL OF RESOLUTION NO. 25-08, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE AB27788 MAINTENANCE OF EFFORT REQUIREMENT PUBLIC SAFETY FOR FISCAL YEAR 2024-2025

Council Member Ebinger made a motion to approve Resolution No. 25-08, a Resolution of the City Council of the City of Tulelake AB27788 Maintenance of Effort Requirement Public Safety for Fiscal Year 2024-2025. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-126)

APPROVAL OF MOU AGREEMENT TO PROVIDE POLICE SERVICES FOR THE TOWN OF BONANZA, OREGON

Council Member Ebinger made a motion to approve the MOU agreement to provide police services for the Town of Bonanza, Oregon. Council Member Williams seconded the motion. Three votes were aye with one nay. Motion carried. (Motion 25-127)

APPROVAL TO PURCHASE THREE COMPUTERS FOR THE POLICE DEPARTMENT FOR A TOTAL OF \$1500

Mayor Cordonier made a motion to approve the purchase of three computers for the Police Department for a total of \$1500. Council Member Williams seconded the motion. All votes were aye. Motion carried. (Motion 25-128)

APPROVAL OF FY25/26 SALARY SCHEDULE AS REQUIRED BY CALPERS

Council Member Ebinger made a motion to approve the FY25/26 salary schedule as required by CalPERS. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-129)

APPROVAL OF IT QUOTE FOR NEW SERVER AND CITY HALL COMPUTERS

Council Member Ebinger made a motion to approve the IT quote for new server and City Hall computers. Mayor Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-130)

POSSIBLE REVIEW AND APPROVAL OF FY23/24 AUDIT DRAFT

Discussion only. No action taken.

APPROVAL FOR CHIEF RESILIENCE OFFICER TO ATTEND CCLR CONFERENCE IN CARSON, CALIFORNIA, ON SEPTEMBER 16TH THROUGH THE 19TH.

Chief Resilience Officer, Jenny Coelho, commented that the EPA Grant will cover the cost to send her to the conference. Council Member Cordonier made a motion to approve the Chief Resilience Officer to attend the CCLR conference in Carson, California, on September 16th through the 19th. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-131)

DISCUSSION ON CITY CODE ENFORCEMENT

City Hall Administrator, Aissa Martinez, commented that there had been one applicant for the position of City Code Enforcer. She commented that they had interviewed the candidate and had hired, Art Ramirez. Discussion only. No action taken.

DEPARTMENT HEAD UPDATES

Chief of Police: Tom Hoy commented that he was looking into switching dispatch and lodging from Siskiyou County to Modoc County. He also commented that his K9 was now certified in both California and Oregon and that he had purchased a \$1600 bite suit for training.

Chief Resilience Officer: Jenny Coelho commented that she has started on the Emergency Preparedness plan for the City of Tulelake. She also commented that she was starting the process of applying for a couple of new grants and will be reporting for the four current grants in July.

Interim City Hall Administrator: Aissa Martinez commented that the City is currently hiring for a Temporary City Staff person while the City Administrative Clerk is out on medical leave and for when she herself is out on maternity leave.

Director of Public Works: Jose Perez commented that the street sweeper was now running and they were going to start sweeping the streets for the 4th of July. He also commented that they went out to bid for the drought relief funds for wells #1 and #2 and the bid is going to open on July 17th. They had four bidders, three from Redding and one from Mount Shasta.

<u>ADJOURI</u>	NMENT			
	ordonier made a moti All votes were aye.	Council Member Ebinger seconded the		
<u> </u>		E		

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

Name	Document Number	Document Amount	Document Description	Fund Code
ADKINS ENGINEERING AND	61842	1,600.00	Wastewater Improvements TO#15	03
BANK OF AMERICA BUSINESS CARD	002533	107.64	Appriver	01
BANK OF AMERICA BUSINESS	277359	5.99	Whitepages	01
BANK OF AMERICA BUSINESS	337228	85.00	Physical for New Police Officer	05
BANK OF AMERICA BUSINESS CARD	385478	107.64	Appriver	01
BANK OF AMERICA BUSINESS	392133	30.02	Fuel	01
BANK OF AMERICA BUSINESS	463769	50.01	Fuel	01
BANK OF AMERICA BUSINESS	470720	585.48	Uniform for New Police Officer	05
BANK OF AMERICA BUSINESS	470902	880.40	Uniform for New Police Officer	05
BANK OF AMERICA BUSINESS CARD	509188	294.92	Uniform for New Police Officer	05
BANK OF AMERICA BUSINESS	614955	231.00	Police Uniforms	05
BANK OF AMERICA BUSINESS	746297	479.51	TV for PD	01
BANK OF AMERICA BUSINESS	817234	78.26	Ink Cartridges	01
BANK OF AMERICA BUSINESS	853685	250.00	Health Check for New Officer	05
BANK OF AMERICA BUSINESS	932169	83.12	Fuel	01
BEAR TECHNOLOGIES	25662	85.85	Domain Registration for 5 Years	01
BEAR TECHNOLOGIES	25666	947.73	Renewal of Windows 11 Pro	01
CAL-ORE TELEPHONE CO.	Cal-Ore 07/2025	967.88	Cal-Ore Telephone	01
CAPITAL ONE SPARK BUSINESS	C1 05/29/2025	16.50	Postage	01
CAPITAL ONE SPARK BUSINESS	C1 06/04/2025	45.43	Batteries for PW	02
CAPITAL ONE SPARK BUSINESS	C1 06/11/2025	100.00	Parking Signs for Library	01
CAPITAL ONE SPARK BUSINESS	C1 06/12/2025	230.43	Workwise Compliance Posters	01
CONTINENTAL UTILITY	BF10269	401.16	Postcard Utility Billing	02
DEBI LOPEZ	JA 7/9/2025	2,000.00	POST Background Investigation - Jesse	05
ED STAUB & SONS PETROLEUM,	385038	622.65	Fuel - PD	01
ED STAUB & SONS PETROLEUM,	385049	713.26	Fuel - PW	01
MERRILL LUMBER COMPANY	B269872	149.95	Soil for Parks	01
MERRILL LUMBER COMPANY	B269942	50.37	Operating Supplies	03
MERRILL LUMBER COMPANY	C257448	78.97	Small Tools & Equipment	01
MERRILL LUMBER COMPANY	C258535	404.98	Pressure Washer - PD	05
MERRILL LUMBER COMPANY	C258953	173.95	Operating Supplies/Small Tools	02
MERRILL LUMBER COMPANY	C259254	9.06	Operating Supplies	01
MERRILL LUMBER COMPANY	C259281	3.59	Operating Supplies	01
MT SHASTA TITLE & ESCROW	2710-47039608	719.00	CLTA Litigation Guarantee	01
PACIFIC POWER	41972561-010 1 07/25	390.22	489 Fifth St	02
PRENTICE LONG, PC	7678	2,346.00	Attorney Fees	01
SIERRA SPRINGS	24382086 062725	105.56	Sierra Springs Water	01
SPRING STREET ANALYTICAL LLC	1995	130.00	Water Testing	02
SPRING STREET ANALYTICAL LLC		9,500.00	Wastewater Testing	03
STACY & DENNIS	25CW-1648	875.00	IT Support	01
STACY & DENNIS	25CW-1710	77.50	IT Support	01
STATELINE AUTO PARTS SUPPLY,	616123	102.39	Maintenance on Vehicles	02
STATELINE AUTO PARTS SUPPLY,		2.67	Operating Supplies	11

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

616912	171.56	Operating Supplies	11
617256	56.26	Maintenance on Vehicles	02
617328	15.83	Operating Supplies	11
617357	103.89	Maintenance on PW Truck	02
2025250103560	5,772.33	Chemicals for Water	02
T-Mobile 07/2025	207.78	T-Mobile Cell	01
S282317	60.00	Weight Fees	04
S282331	30.00	Weight Fees	04
S282347	30.00	Weight Fees	04
	\$32,566.74		
Pay Dates: 07/04/2025	Approved at the Regular Meeting	Fund Assount Codes	
06/15/2025-06/28/2025	on July 15, 2025	Fund Account Codes:	
¢3 732 21		01- General Fund	
ψ5,752.21		01 Ochloral Faria	
\$2,193.86		02- Enterprise Fund - Water	
¢7.034.03		03- Enterprise Fund - Sewer	
\$4,920.81		04- Enterprise Fund - Garbage	
		05- Police Personnel (COPS Grant)	
		11- Gas Tax Fund (Streets)	
	\$17,880.91	13- Local Transportation (TDA)	
j	\$50,447.65		
	617256 617328 617357 2025250103560 T-Mobile 07/2025 S282317 S282331 S282347 Pay Dates: 07/04/2025 06/15/2025-06/28/2025 \$3,732.21 \$2,193.86 \$7,034.03 \$4,920.81	617256 56.26 617328 15.83 617357 103.89 2025250103560 5,772.33 T-Mobile 07/2025 207.78 S282317 60.00 S282331 30.00 S282347 30.00 \$32,566.74 Pay Dates: 07/04/2025 06/15/2025-06/28/2025 Approved at the Regular Meeting on July 15, 2025 \$3,732.21 \$2,193.86 \$7,034.03 \$4,920.81 \$17,880.91	617256 56.26 Maintenance on Vehicles 617328 15.83 Operating Supplies 617357 103.89 Maintenance on PW Truck 2025250103560 5,772.33 Chemicals for Water T-Mobile 07/2025 207.78 T-Mobile Cell S282317 60.00 Weight Fees S282331 30.00 Weight Fees S282347 30.00 Weight Fees S282347 \$30.00 Weight Fees S28234 \$30.00 Weight Fees S28234 \$30.00 Weight Fees

RESOLUTION NO. 25-07

A RESOLUTION OF THE CITY OF TULELAKE AND THE TULELAKE CITY COUNCIL ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 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 Tulelake 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 Tulelake 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 Tulelake, 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 Tulelake is receiving SB 1 funding and will enable the City of Tulelake 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 Tulelake has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Tulelake 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 Tulelake 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 Tulelake 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 Tulelake 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 2025-26 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: Intersection of Ridgeview and Main Street, Intersection of F Street and Fourth Street, Intersection of E Street and Fifth Street, Intersection of Fourth Street and G Street, Intersection of Fifth and G Street, Intersection of E Street and Modoc Avenue, Intersection of E Street and Second Street, Intersection of Park Street and E Street, Intersection of F Street and Park Street, Intersection of First Street and G Street, Intersection of Second Street and G Street, Intersection of Fourth Street and C Street, Intersection of Main Street and C Street, Intersection of D Street and Fourth Street, Intersection of D Street and Main Street, Intersection of G Street and Main Street, Intersection of A Street and Second Street, Intersection of A Street and First Street, Intersection of A Street and Modoc Avenue, Intersection of Second Street and C Street and Intersection of Second Street and D Street.

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 <u>15th</u> day of <u>July 2025</u>, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Mayor Thomas L. Cordonier	

Attest:		
Casey Joiner, City Clerk		

AGREEMENT

This Agreement is entered into September 1, 2025 ("Effective Date"), by and between Siskiyou County Health & Human Services Agency/Public Health Division, ("County") and City of Tulelake ("City"). City and County may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the County will operate a Vaccination Clinic and other Public Health Services at the City of Tulelake, to conduct Vaccinations and other Public Health Services; and

WHEREAS, the Parties desire County to provide a Vaccination Clinic and other Public Health Services to the community, within Siskiyou County consistent with the terms of this Agreement; and

WHEREAS, in exchange for the provision of a Vaccination Clinic and other Public Health Services to the community at the City of Tulelake, City will provide County the right to use the location as outlined in Exhibit "A" attached hereto, on such dates and at such times as mutually agreed by the Parties (the "Clinic"), at no cost to the County.

NOW, THEREFORE, the Parties agree as follows:

- 1. Subject to the terms of this Agreement, City shall allow County, to conduct a Vaccination Clinic and other Public Health Services to provide Vaccinations and other Public Health services at the location as outlined in Exhibit "A" on dates and times mutually agreed upon by the Parties commencing on September 1, 2025, and continuing through June 30, 2028, unless terminated sooner in accordance with the terms of this Agreement or extended to a date mutually agreed upon in writing by the Parties.
- 2. At all times during the term of this Agreement, the Parties are deemed independent contractors and no agency or employment relationship is created under this Agreement. Nothing in this Agreement shall be deemed to constitute any partnership or joint venture between the Parties or constitute any one Party to be an employee or agent of any other Party.
- 3. City is not and shall not be responsible for any costs associated with the Clinic.
- 4. The Parties agree, to the best of their ability, to strictly follow all applicable and known federal, state, county, and city statutes, ordinances, mandates, and guidelines applicable to the Clinic. During the Clinic, County shall be responsible for ensuring that its employees follow the Rules, and City shall be responsible for ensuring that the Community follows the Rules.
- 5. In any advertising for the Clinic, the Parties shall provide a general notice of the obligation of attendees to follow the Clinic Rules, but are not required to provide the specific rules that must be followed.

- 6. At all entrances to the Clinic, the Parties shall post a general notice of the obligation of attendees to follow the Clinic Rules, but are not required to provide the specific rules that must be followed.
- 7. County shall stop the Clinic and vacate the location as outlined in Exhibit "A," if individuals attending the Clinic are known by County to be violating the Clinic Rules or County is notified in writing by the City of violations by individuals attending the Clinic, and those individuals continue to violate the Clinic Rules after County orally requests that the individuals comply with the Clinic Rules.
- 8. City reserves the right to stop the Clinic if it determines, in its sole discretion, there is a violation of the Clinic Rules.
- 9. County shall be solely responsible for compliance with all applicable law and compliance measures associated with the maintenance and privacy of City records related to the Clinic.
- 10. Either Party may at any time, for any or no reason, terminate this Agreement upon three business days advance written notice to the other Party. Notice shall be deemed given when delivered to the other Party or no later than three days after the date of mailing, whichever date is sooner.
- 11. County shall maintain in force and shall provide City with evidence of insurance in the form of an insurance certificate and endorsement, each naming City, its trustees, employees, and agents as additional insured in coverage amounts as follows:
 - a. <u>General Liability Insurance and Property Damage</u> with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. <u>Business Auto Liability Insurance</u> with limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability per occurrence with no annual aggregate limits.
 - c. Workers' Compensation with limits as required by the State of California.
 - d. <u>Employers Liability or Excess Umbrella Liability Insurance</u> with a minimum of \$2,000,000 aggregate limits.
- 12. Each Party shall indemnify and hold harmless, but not defend, the other Party from all third-party claims, liability, settlement, judgment, or award, for any damage or injury to person or property, but only to the extent that they directly result from that Party's negligence or willful misconduct in connection with the Clinic.
- 13. Neither this Agreement, nor any of the rights and duties under it, may be assigned or delegated by any Party without express written authorization of the other Party.
- 14. Written notices under this Agreement shall be sent by United States First Class

mail, postage prepaid as follows:

The City of Tulelake 591 Main Street PO Box 847 Tulelake, CA 96134 (530) 667-5522

Siskiyou County Health & Human Services Agency **Public Health Division** 810 S. Main Street Yreka, CA 96097

- 15. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and shall be enforceable to the fullest extent permitted by law.
- 16. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be Siskiyou County, California.
- 17. The Agreement may be amended only by a written document signed by the Parties.
- 18. The Parties agree that this Agreement is a complete statement of their entire agreement and supersedes all previous communications between them.
- 19. Nothing in this Agreement, express or implied, shall confer upon any person, firm, or corporation other than the Parties and their respective successor or assigns, any remedy or claim as third-party beneficiaries or otherwise. All of the terms, covenants, and conditions in this Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns.
- 20. No waiver or failure by either Party to enforce a provision, covenant, condition, or right under this Agreement shall be construed as a subsequent waiver of the same right or provision, or a waiver of any other right. No extension of time for performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.
- 21. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.
- 22. If any legal action is necessary to enforce or defend any of the terms or conditions of this Agreement or the validity of the Agreement, each Party shall bear their own attorneys' fees.
- 23. The Recitals are incorporated into this Agreement as though fully set forth herein.

24. This Agreement may be executed electronically and in one or more counterparts, each of which will be deemed an original signature and all of which together will constitute one and the same instrument.
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, County and City of Tulelake have executed this Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

	vendor: City of Tulelake
Date:	Thomas Cordonier, Mayor
Date:	Casey Joiner, City Clerk
	Casey Joiner, City Clerk
chairman of the board, president or vice-president; the	e signed by two officers. The first signature must be that of the second signature must be that of the secretary, assistant (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)
TAXPAYER I.D. <u>On File</u>	
	COUNTY OF SISKIYOU
	OLUMB Device Discrete Public Health (Data)
	Shelly Davis, Director Public Health (Date)
APPROVED AS TO LEGAL FORM	
Natalie E. Reed, County Counsel (Date)
APPROVED AS TO INSURANCE REQ	UIREMENTS
Hayley Hudson, Risk Management (Dat	te)

Exhibit "A"

City locations for Clinics:

The City of Tulelake Veteran's Park 300 Main Street Tulelake, CA 96134

Tulelake City Hall 591 Main St Tulelake, CA 96134

The above location is designated by the City for the County to provide a Vaccination Clinic and other Public Health Services, on such dates and at such times as mutually agreed by the Parties (the "Clinic").

Siskiyou County Local Transportation Commission Local Transportation Fund Transportation Claim

Fiscal Year

2025/2026

To:	Siskiyou County Local Transportation Commission				
From:	City of Tulelake (Claimant)				
in acco	rdar cted	ant, qualified pursuant to section 99203 of the nce with the applicable rules and regulations o and amended by statute to January 1, 2011, t	f the Transportation	on De	velopment Act
				\$	37,979.00
A.	Fu	nding Available (Not Claimed)			
	1.	Funds from prior years a. Estimated funds with County Auditor	7/1/2025	\$	_
	2.	Current Estimated Allocations	2025/2026	\$	37,979.00
				\$	37,979.00
В.	Tot	tal Amount Claimed			
	1.	By Funding Source a. Estimated funds with County Auditor b. Current Estimated Allocations	2025/2026	\$ \$	- 37,979.00
		c. Total Claimed		\$	37,979.00
	2.	By Purpose (Chapter 4, Part 11, Division 10 of P.U.C.) a. Public Transit [Art 4, Sec 99260 (a)] b. Streets/Roads [Art 8, Sec 99400 (a)]		\$ \$ \$	- 37,979.00 -
		c. Other d. Total Claimed		\$	37,979.00

Siskiyou County Local Transportation Commission Local Transportation Fund Transportation Claim

The claimant herewith recognizes that any allocations for streets and roads will be made in accordance with, but not limited to, Section 99401.5, Article 8, Chapter 4, Part 11, Division 10 of the Public Utilities Code. This section stipulates that the Local Transportation Commission must annually review unmet transit needs and determine if they are reasonable to meet prior to making any allocation of funding for streets and roads.

After obtaining approval by the governing body please transmit this claim for payment from the Local Transporation Fund to the following address:

Siskiyou County Local Transportation Commission 190 Greenhorn Road Yreka, CA 96097

Approval of the claim and payment by the County Auditor is subject to such monies being on hand and available for distribution and to the provisions that such monies will be used in accordance with the rules and regulations of the Transportation Development Act.

Approv	red:
City of	Tulelake
Ву:	Mayor
Date:	
Siskiyo	ou County Local Transportation Commission
Ву:	
	Transportation Commission Executive Director
Date:	

TASK ORDER FORM

This is Task Order					
No.	15	, consisting			
of <u>4</u> pages.					

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated ____May 4, 2020 ___ ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: <u>June 5, 2025</u>

b. Owner: City of Tulelake

c. Engineer: Adkins Engineering & Surveying, Inc.

d. Specific Project (title): City of Tulelake Wastewater Improvements

2. Description of Modifications

- A. Specific Project Description modified to include the following scope:
 - 1. CCTV Inspection Report
 - 2. CIPP Plans
 - 3. Fourth Alley Pipe Replacement
 - 4. Screening Equipment for C Street and Park Street Lift Stations
 - 5. Liner for Storage Ponds
- B. This amendment modifies Task Order #15 as follows:
 - 1. Task 2 Preliminary Engineering Report: Revised to include CCTV Inspection and Cleaning of approximately 5,925 LF of sewer pipe. A CCTV Inspection Report will be prepared as a deliverable to the State Water Board, identifying compromised pipes/connections, etc. in the sewer system.
 - 2. Task 4 Plans and Specifications: Revised to include only 30% and 60% plans, specifications, and cost estimate. Additionally, 30% and 60% CIPP plans will be prepared for the sewer pipe cleaned and CCTV Inspected for Task 2. The 90% and final plans, specifications and cost estimate will be prepared after the construction funding application has been approved for the project and will not be included in the scope for this task order.
 - 3. Task 5 CWSRF Construction Application: Revised to include 90% and final plans, specifications and cost estimate scope that was removed from Task Order #15.

3. Additional Services

None

4. Owner's Responsibilities

None

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service		Amount	Basis of Compensation
Task 1	Project Administration	\$20,000	LS
Task 2	Preliminary Engineering Report	\$100,000	LS
Task 3	Environmental Documents	\$30,000	LS
Task 4	Plans and Specifications	\$180,000	LS
Task 5 CWSRF Construction Funding Application		\$23,000	LS
TOTAL COMPENSATION		\$353,000	LS

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of the Task Order:

See Paragraph 1.

7. Other Modifications to Agreement and Exhibits:

None

8. Attachments:

None

9. Other Documents Incorporated by Reference:

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is <u>June 5, 2025</u>	<u> </u>
OWNER: City of Tulelake	ENGINEER: Adkins Engineering & Surveying, Inc.
Ву:	By: Ufukul & M
Print Name:	Print Name: Michael Moser
Title:	Title: Partner
	Engineer License or Firm's Certificate No. (if required): C70548 State of: California
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jenny Coelho	Name: Michael Moser
Title:	Title: Partner/Project Manager
Address: PO Box 847 591 Main Street Tulelake, CA 96134	Address: 1435 Esplanade Ave Klamath Falls, OR 97601
E-Mail Jenny.coelho@cityoftulelake.com Address:	E-Mail mmoser@adkinsengineering.com Address:

Jenny Coelho

From:

Sandy King <sking@adkinsengineering.com>

Sent:

Friday, June 6, 2025 9:40 AM

To:

Jenny Coelho

Cc:

Dan Scalas; Mike Moser

Subject:

1012-5815 Tulelake Wastewater Project - Revised Task Order #15

Attachments:

Task Order Agreement #15_Revised_2025.06.04.pdf

Hi Jenny,

Attached find the amendment to Task Order #15. This is due to the revisions to the Grant Agreement for the Wastewater Project. Theres was no change to the overall contract amount, we just switched money between tasks and updated the scope to match the Grant Agreement. Please give me a call if you have any questions.

Thank you,



o / 541.884.4666 m / 541.281.2526 a / 1435 Esplanade Ave, Klamath Falls, OR 97601 w / AdkinsEngineering.com