

AGENDA
Regular Meeting
August 4, 2026
5:30PM
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 August 4, 2026.
2. Pledge of Allegiance
3. Approval of July 21, 2026, 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 Resolution 26-10, "A Resolution of the City Council of the City of Tulelake approving a non-charter membership in the California Municipal Public Financing Authority and Authorizing Execution of a non-voting member agreement." Discussion/Action. (Chief Resilience Officer)
7. Approval of Fire Hazard Severity Zone Status for the City. Discussion/Action. (Building Inspector/Fire Chief)
8. First reading of Ordinance 26-02, "An Ordinance of the City Council of the City of Tulelake adopting the 2025 California Wildland-Urban Interface Code, Title 24, Part 7 of the California Code of Regulations, by Reference." Discussion/Action. (Building Inspector/Fire Chief)
9. Review and approval of agreement between the City of Weed and the City of Tulelake. Discussion/Action. (City Hall Administrator)
10. Approval of Change Order #8 for Shasta Services, Inc. and Timberworks for well-casing surveying for well #2. Discussion/Action. (Chief Resilience Officer/Director of Public Works)
11. Discussion about the City being in the parade for the Tulelake-Butte Valley Fair. Discussion/Action. (Mayor Cordonier)
12. Discussion and possible action regarding strategies to increase compliance with city dog licensing requirements. Discussion/Action. (Mayor Cordonier)
13. Approval of appointing Margaret Cordonier to the Tulelake Loan Committee. Discussion/Action. (City Hall Administrator)
14. Closed Session: Public Employee Review: Title City Hall Administrator. Discussion/Action. (Mayor Cordonier)
15. Announcement of Closed Session.
16. Department Head updates. Discussion/Action.

- a. Chief of Police, Tom Hoy
- b. City Hall Administrator, Aissa Martinez
- c. Director of Public Works, Jose Perez

COMMENTS FROM ADMIN AND STAFF:

- 17. Comments from Library Branch Manager (Kailee Wood)
- 18. Comments from City Treasurer (Sara Luscombe)
- 19. Comments from City Clerk (Anna Perez)
- 20. Comments from Chief Resilience Officer (Jenny Coelho)
- 21. Comments from Assistant City Admin (Christian Marquez)
- 22. Comments from Council Member Margie Cordonier
- 23. Comments from Council Member Patty Taylor
- 24. Comments from Mayor Pro Tem Penny Velador
- 25. Comments from Council Member Teresa Williams
- 26. Comments from Mayor Tom Cordonier
- 27. 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 21, 2026 - 5:32PM

Mayor Tom Cordonier called the meeting to order at 5:32PM. Mayor Pro Tem, Penny Velador and Council Members, Margie Cordonier, Patricia Taylor and Teresa Williams were present. Also in attendance were Chief Resilience Officer, Jenny Coelho; Director of Public Works, Jose Perez; City Hall Administrator, Aissa Martinez; City Clerk, Anna Perez and City Treasurer, Sara Luscombe.

Mayor Cordonier amended the agenda to add to have Narcan installed at City Library.

APPROVAL OF JULY 7, 2026, REGULAR MEETING MINUTES

Council Member Cordonier made a motion for the approval of July 7, 2026, regular meeting minutes. Mayor Pro Tem Velador seconded the motion. All votes were aye. Motion carried. (Motion 26-110)

APPROVAL OF THE PAYMENT OF BILLS

Council Member Cordonier asked about the Stacy & Dennis invoice. Chief Resilience Officer, Jenny explained that a portion of the invoice was paid through her grant because it covered repairs to her laptop. She also noted that the \$875 charge is a quarterly payment that is paid from General Fund. Mayor Pro Tem Velador asked Officer Mauk about the U.S. Armor invoice. Officer Mauk explained that Officer Alonso's protective gear was outdated and needed to be replaced. Council Member Williams asked Chief Resilience Officer, Jenny, about the SOCRE invoice. Chief Resilience Officer, Jenny explained the purpose of the charges and how the payments are made. Mayor Pro Tem Velador made a motion to approve paying the bills as presented. Mayor Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 26-111)

COMMENTS FROM THE PUBLIC

No comments from the public.

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

Adam Alcorn from TMCFD was not present. No action was taken.

DISCUSSION ABOUT CITY TRACTOR BEING REMOVED FROM CITY PROPERTY BY ROBERT SHOCK

Director of Public Works, Jose Perez stated that he placed this item on the agenda because the City's tractor had been removed from City property. He also reported that Mr. Shock had taken the City's trailer. Chief Hoy had stated previously that when he was informed the trailer had been reported as stolen and later learned who had taken it, he was told that Mr. Shock claimed to have a title for the trailer. However, Mr. Shock has never provided the title for the City to review. Director of Public Works, Jose, stated that after Mr. Shock hauled away the trees, he also removed the City's tractor. Council Member Williams stated that the trailer and tractor had been located on property owned by her father. Chief Resilience Officer Jenny stated that Mr. Shock entered City property and removed equipment without permission. Council Member Williams stated that the City should press charges. Mayor Pro Tem Velador agreed, stating that she was in favor of pursuing charges. Director of Public Works, Jose, also stated that Mr. Shock admitted to taking the trailer. Jose said he asked Mr. Shock how he had obtained the title, but Mr. Shock did not provide an answer. Mayor Pro Tem Velador made a motion to file charges for stolen property. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 26-112)

DISCUSSION ABOUT ROBERT SHOCK NOT REMOVING TIRES FROM THE TRI-COUNTY PROPERTY

Mayor Cordonier stated that he wanted to know who gave Mr. Shock permission to dump tires and the trees on the TriCounty property. He stated that his biggest concern was the tires that had been left behind. Director of Public Works, Jose stated that he had attempted to stop the dumping, but Mr. Shock told him that Chief Resilience Officer Jenny and Fire Chief Nick had given him permission to dump the materials there. Chief Resilience Officer Jenny stated that she did not recall having that conversation. Council Member Cordonier made a motion authorizing Mayor Cordonier, Chief Hoy, and Fire Chief Scott to meet with Mr. Shock to discuss the tires and other debris left on the property. Council Member Cordonier amended the motion to include informing Mr. Shock of all items that were expected to be removed and directing him to remove the tires. Council Member Williams seconded the motion. All votes were aye. Motion carried. (Motion 26-113)

DISCUSSION ABOUT LIBRARY GETTING A NARCAN BOX INSTALLED BY SISKIYOU COUNTY

Mayor Cordonier reported that Library Branch Manager, Kailee, had received an email from the County Library asking for permission to install a Narcan distribution box outside the Tulalake Library. Mayor Cordonier explained that the Narcan box would be managed entirely by the County Library and would not require any involvement or expense from the City. He stated that the County would be responsible for the installation, maintenance, and all associated costs. Council Member Cordonier made a motion to authorize Library Branch Manager, Kailee to contact the County Library to proceed with the installation of a Narcan distribution box at the Tulalake Library. The motion also included having Kailee provide information to children who use the library about the purpose of the Narcan box and its intended use. Mayor Pro Tem Velador seconded the motion. All votes were aye. Motion carried. (Motion 26-114)

Chief of Police: Not present

Chief Resilience Officer: Chief Resilience Officer Jenny Coelho reported that the Building Inspector asked her to inform the Council about a proposed building addition. She stated that building code requirements have changed since the construction of the existing apartments. Jenny Coelho also shared that she would be meeting with the Environmental Protection Agency (EPA) regarding the bowling alley. Additionally, Jenny Coelho reported that a brief meeting had been held to discuss the budget.

City Hall Administrator: No comments.

Director of Public Works: Director of Public Works Jose reported that the garbage cans the City had ordered had been shipped. He stated that, to date, there have been no additional costs beyond the amount already paid for the garbage cans.

ADJOURNMENT

Mayor Cordonier made a motion to adjourn the meeting at 7:09PM. Mayor Pro Tem Velador seconded the motion. All votes were aye. Motion carried. (Motion 26-115)

Tom Cordonier, Mayor

Attest:

Anna Perez, City Clerk

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

Bills Submitted for Approval on 08-04-2026 - API26034 for Weeks 07-21-2026 thru 08-04-2026				
Name	Document Number	Document Amount	Document Description	Fund Code
ADKINS ENGINEERING AND SURVEYING, INC.	62674	1,150.00	RSTP & CRRSAA TO#12	13
ADKINS ENGINEERING AND SURVEYING, INC.	62676	587.48	2022 STIP TO#14	13
ADKINS ENGINEERING AND SURVEYING, INC.	62677	207.50	City Hall Parking Lot #17	13
ADKINS ENGINEERING AND SURVEYING, INC.	62712	2,757.50	SCDRG Well Rehab. & Emergency Water Supply	02
ADKINS ENGINEERING AND SURVEYING, INC.	62713	7,200.00	WW Improvements	03
AMERICAN SANITATION, INC	45719	140.00	Dump- Toilet	01
	0000040	935.55	Building Inspector	01
CITY OF WEED	0000043	826.20	Building Inspector	01
ED STAUB & SONS PETROLEUM, INC	14432149	477.25	City Hall- Propane	01
Internal Networks	17030	607.50	IT Support - PD	01
Jeffery Heigh	0019	10,300.00	Pre-Audit Services- Jeff Heigh	01
OFFICE DEPOT	INV63407	78.87	Maintenance on Kyocera	01
PACIFIC POWER	41972561-001 9 08/26	2,702.11	Sewer	03
PACIFIC POWER	41972561-002 8 08/26	2,047.31	Streetlights	11
PACIFIC POWER	41972561-004 4 08/26	179.97	Sewer	03
PACIFIC POWER	41972561-006 9 08/26	2,823.51	Water- Booster Pump	02
PACIFIC POWER	41972561-007 7 08/26	225.52	Library	01
PACIFIC POWER	41972561-009 3 08/26	1,002.74	Jail	01
PACIFIC POWER	41972561-013 5 08/26	63.88	Lift Station Sewer	03
PACIFIC POWER	41998321-001 6 08/26	3,453.97	Water- Well #3	02
PACIFIC POWER	41998321-004 0 08/26	374.79	City Hall Main & E St	01
STATELINE AUTO PARTS SUPPLY, INC.	655846	27.86	Fuel System Cleaner - PD	05
T-MOBILE	205898822 08/26	214.26	City Hall & Public Works- Cellular	01
VERIZON WIRELESS	6148590312	273.51	PD- Cellular Service	05
WorkWise Compliance Inc	INV10184134	299.46	CA- WorkWise Compliance Standard	01
Total		38,956.74		
	Pay Dates: 07/31/2026		Fund Account Codes:	
PAY PERIOD: 07/12/2026-07/25/2026				
Police Department: (4 Employees)	\$8,121.98		01- General Fund	

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

Chief Resilience Officer (1 Employee)	\$2,312.56		02- Enterprise Fund - Water	
Public Works: (6 Employees)	\$7,460.29		03- Enterprise Fund - Sewer	
City Hall: (6 Employees, including Library & Custodial)	\$5,469.91		04- Enterprise Fund - Garbage	
Council & Elected Officials: (7 persons)	\$2,154.90		05- Police Personnel (COPS Grant)	
			11- Gas Tax Fund (Streets)	
Total Amount of Payroll DD's		\$25,519.64	13- Local Transportation (TDA)	
Total Amount Submitted for Approval - August 4, 2026:		\$64,476.38		

RESOLUTION NO. 26-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE
APPROVING A NON-CHARTER MEMBERSHIP IN THE CALIFORNIA
MUNICIPAL PUBLIC FINANCING AUTHORITY AND AUTHORIZING
EXECUTION OF A NON-VOTING MEMBER AGREEMENT**

WHEREAS, the California Municipal Public Financing Authority (the “Authority” or “CalMuni PFA”) is a joint powers authority duly organized and existing under that certain Joint Exercise of Powers Agreement dated as of June 24, 2020 (the “JPA Agreement”), and pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”); and

WHEREAS, CalMuni PFA is authorized pursuant to Article 4 (commencing with Section 6584) of the Act, commonly known as the Marks-Roos Local Bond Pooling Act of 1985 (the “Bond Pooling Act”), to issue bonds, notes, certificates of participation, and other evidences of indebtedness, and to enter into installment sale agreements, loan agreements, and other financing arrangements for public purposes on behalf of member agencies; and

WHEREAS, CalMuni PFA operates as a statewide public financing platform through which member agencies may access competitive capital markets, participate in pooled financings, utilize the Authority’s analytical and advisory resources, and execute both individual and coordinated capital financings; and

WHEREAS, under the Bond Pooling Act and the JPA Agreement, agencies may participate in CalMuni PFA as Non-Voting Members, which entitles them to access the Authority’s platform and financing capabilities without incurring any financial obligation, cross-liability to other member agencies, or commitment to undertake any specific financing transaction; and

WHEREAS, the City Council of the City of Tulelake has determined that it is in the public interest to become a Non-Voting Member of CalMuni PFA in order to access the Authority’s financing platform, preserve future financing optionality, and position the Agency to efficiently execute capital improvements and infrastructure projects as the need arises; and

WHEREAS, Non-Voting Membership requires only the adoption of this Resolution and execution of a Non-Voting Member Agreement, and does not require payment of any fee, dues, or other financial consideration, nor does it obligate the Agency to participate in any financing transaction; and

WHEREAS, the form of the Non-Voting Member Agreement (the “Member Agreement”) has been presented to this City Council and is on file with the City Clerk; and

WHEREAS, this City Council has duly considered the matter and finds it in the best interest of the Agency and the public it serves to approve Non-Voting Membership in the Authority on the terms and conditions set forth herein.

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

Section 1. Recitals. The City Council hereby specifically finds and declares that each of the recitals set forth above are true and correct.

Section 2. Approval of Non-Voting Membership. The Agency is hereby authorized and directed to become a Non-Voting Member of the California Municipal Public Financing Authority. The City Council hereby finds that such membership serves a valid public purpose and is in the best interests of the Agency and the community it serves.

Section 3. Approval Non-Charter Membership Agreement. The form of the Non-Voting Member Agreement on file with the City Clerk is hereby approved. The Mayor is hereby authorized and directed to execute and deliver the Non-Voting Member Agreement, together with such additions, changes, or modifications thereto as an Authorized Officer may deem necessary or advisable, provided that any such additions, changes, or modifications shall not materially alter the terms thereof. Execution of the Non-Voting Member Agreement by an Authorized Officer shall be conclusive evidence of the City Council's approval of any such additions, changes, or modifications.

Section 4. Authorization of Authorized Officers. The Authorized Officers, and each of them acting individually, are hereby authorized and directed, for and in the name of and on behalf of the Agency, to execute and deliver any and all documents, certificates, agreements, and instruments, and to take any and all actions, which may be necessary or advisable to effectuate the membership approved by this Resolution and to carry out the intent hereof. The [City Clerk] [District Secretary] [Clerk of the Board] is authorized and directed to attest the signature of any Authorized Officer and to affix the seal of the Agency, if applicable.

Section 5. No Financial Obligation. Nothing in this Resolution or the Non-Voting Member Agreement shall be construed to obligate the Agency to participate in any financing transaction, incur any indebtedness, or make any expenditure of public funds beyond those duly authorized by subsequent action of the City Council. Non-Voting Membership shall not create any cross-liability or joint obligation with any other member agency of the Authority.

Section 6. Certification. The City Clerk shall certify to the adoption of this Resolution and shall enter it in the official records of the Agency. A certified copy of this Resolution, together with the executed Non-Voting Member Agreement, shall be transmitted to the California Municipal Public Financing Authority.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED at a regular meeting of the City Council of City of Tulelake held on the 4th day of August, 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, Thomas Cordonier

ATTEST:

City Clerk, Anna Perez

Aissa Martinez

From: Building Department <BuildingDept@ci.weed.ca.us>
Sent: Wednesday, July 29, 2026 9:35 AM
To: Aissa Martinez
Subject: Fw: Omar Sanchez

[Get Outlook for iOS](#)

From: Building Department
Sent: Tuesday, 21 July 2026 15:17:50
To: jenny.coelho@cityoftulelake.com <jenny.coelho@cityoftulelake.com>
Subject: Omar Sanchez

Jenny,

The state of California issued the new WUI regulations and declared all of Siskiyou County a High Severity Fire Zone. Has the City accepted the WUI proposal from the state? Also, the new FHSZ regulations went into effect.

Fire Hazard Severity Zone Status for Tulelake, CA

Tulelake, California is located in **California's State Responsibility Area (SRA)**, and CAL FIRE's most recent statewide FHSZ maps (effective April 1, 2024) classify much of the area as **High or Very High Fire Hazard Severity Zone** depending on the specific parcel's location within the SRA OSFM

From Rick

Does the City want me to do a plan check for the apartment addition which includes requirements for the structure to meet the HFSZ . Siding, eave overhangs, tempered glass all windows, enclosure under stairs and decks and I will need to check landscaping around the structure including neighbors property. LA County requires that brush clearing on both your property and your neighbors property. You can do a site visit to verify all other requirements which it appears that you have already done. Happy July 4th.
Rick

I believe that the County has adopted the Calif. Wildland-Urban Interface Code Title 24, Part 7 effective 1-1-2026. The scope applies to alterations and/or enlargements to all buildings. Thus the addition for the apartment building would need to comply. Can you verify with the City that they want me to include those requirements with my plan review.

Good morning,

To help the owner in his addition the following may reduce some of the cost of construction. If he obtains 3- APN's from the county and 3 mailing addresses then the structure can be considered as

town houses. A HOA is also required. Since he is doing an occupancy change then the existing structure needs to meet todays code plus any code violations that are existing.

Hope this helps



Mike Britton
Building Inspector,

P.O box 470
Weed, California 96094
530-938-5025
buildingdept@ci.weed.ca.us

Ordinance 26-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULELAKE ADOPTING THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, TITLE 24, PART 7 OF THE CALIFORNIA CODE OF REGULATIONS, BY REFERENCE.

WHEREAS, The City Council of the City of Tulelake finds that the protection of life, property, and the environment from the threat of wildfire is a matter of significant public health, safety, and welfare; and

WHEREAS, the California Building Standards Commission has adopted the 2025 California Wildland-Urban Interface Code (California Code of Regulations, Title 24, Part 7), which establishes minimum regulations governing the design, construction, and maintenance of buildings and sites within designated Wildland-Urban Interface (WUI) areas; and

WHEREAS, Government Code Sections 50022.1 through 50022.8 authorize cities to adopt technical codes by reference; and

WHEREAS, portions of the City of Tulelake are located in or adjacent to areas subject to wildfire risk, and adoption of the California Wildland-Urban Interface Code will improve wildfire resilience, reduce structural ignition potential, and enhance public safety; and

WHEREAS, the City Council finds that adoption of the California Wildland-Urban Interface Code is reasonably necessary because of local climatic, geological, and topographical conditions, including seasonal drought, high winds, native vegetation, agricultural interface areas, and limited emergency access routes that contribute to an increased wildfire hazard; and

WHEREAS, the City Council has considered all information presented regarding this ordinance and finds that its adoption serves the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TULELAKE DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Adoption of California Wildland-Urban Interface Code

is hereby added to the Tulelake Municipal Code to read as follows:

Section 3. Adoption. Pursuant to Government Code Sections 50022.1 through 50022.8, the 2025 California Wildland-Urban Interface Code, Title 24, Part 7, California Code of Regulations, including Chapters 1 through 7 and all appendices adopted by the State of California, as may be amended from time to time, is hereby adopted by reference as though fully set forth herein and shall constitute the Wildland-Urban Interface Code of the City of Tulelake.

At least one copy of the Code shall be maintained in the office of the City Clerk or Building Official for public inspection as required by law.

Section 4. Applicability. The provisions of this chapter shall apply within all areas designated as Wildland-Urban Interface areas or Fire Hazard Severity Zones as established by state law, CAL FIRE maps, local ordinance, or any subsequently adopted map or designation recognized by the City.

Section 5. Administration. The Building Official is authorized to administer and enforce this chapter. The Fire Chief shall assist in the interpretation and enforcement of fire protection provisions where applicable.

Section 6. Violation. Any violation of this chapter shall constitute a violation of the Tulelake Municipal Code and shall be subject to the enforcement provisions established by the Municipal Code.

SECTION 7. Local Findings. The City Council finds that the adoption of this ordinance is reasonably necessary because of local climatic, geological, and topographical conditions that increase wildfire risk, including:

1. Extended periods of drought and low humidity;
2. Seasonal high winds capable of transporting embers;
3. Native grasses, brush, and other combustible vegetation;
4. Agricultural and undeveloped lands adjacent to developed areas;
5. Limited emergency access routes and water supply constraints in certain areas.

These conditions justify adoption of the California Wildland-Urban Interface Code to provide enhanced wildfire protection for persons and property.

SECTION 8. CEQA The City Council finds that adoption of this ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308 because it can be seen with certainty that adoption of fire safety regulations will not have a significant effect on the environment and constitutes an action taken to protect the environment.

SECTION 9. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase irrespective of the fact that any one or more portions may be declared invalid.

SECTION 10. Effective Date. Pursuant to Government Code Section 36933, this ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Tulelake, California at the meeting held this ____ day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Cordonier, Mayor

ATTEST:

Anna Perez, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR BUILDING OFFICIAL, PLAN REVIEW, AND INSPECTION SERVICES

Between the City of Weed and the City of Tullake

This Intergovernmental Agreement for Building Official, Plan Review, and Inspection Services ("Agreement") is entered into as of [EFFECTIVE DATE] ("Effective Date") by and between the CITY OF WEED, a California municipal corporation ("Weed" or "Providing City"), and the CITY OF TULELAKE, a California municipal corporation ("Receiving City"). Weed and the Receiving City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Each Party is a public agency authorized to exercise municipal powers and to contract with another local agency for the performance of municipal services or functions.
- B. Government Code section 54981 authorizes the legislative body of a local agency to contract with another local agency for the performance of municipal services or functions within its territory.
- C. Government Code sections 6500 et seq. authorize public agencies, with approval of their governing bodies, to jointly exercise powers common to them.
- D. The Receiving City requires a qualified building official, building-code administration, plan review, inspection, and related support services.
- E. Weed employs a qualified Building Inspector and is willing to provide the services described in this Agreement, subject to staffing availability and the operational needs of Weed.
- F. The Parties desire to establish a uniform three-year agreement that defines the scope, schedule, cost, responsibilities, and allocation of risk associated with those services.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to allow the Receiving City to obtain professional building services from Weed while preserving each Party's separate authority, responsibilities, employees, finances, and records. This Agreement does not create a separate legal entity or joint powers authority.

2. SCOPE OF SERVICES

2.1 Building-Code Administration.

Assist Receiving City staff with permit processing procedures, technical code questions, permit tracking, inspection documentation, and administration of the building codes adopted by the Receiving City.

2.2 Building Inspections.

Inspect permitted work for compliance with the California Building Standards Code, the codes and amendments adopted by the Receiving City, approved plans, and applicable permit conditions.

2.3 Plan Review.

Perform plan review when within the Building Inspector's qualifications and available capacity, or assist the Receiving City in obtaining qualified third-party plan-review services. Third-party services require authorization from the Receiving City and shall be billed in accordance with this Agreement.

2.4 Building Official Functions.

Perform those building-official functions expressly delegated by the Receiving City in writing and accepted by Weed. The Receiving City retains all authority not expressly delegated.

2.5 Code-Enforcement Assistance.

Provide technical assistance concerning building-code violations, unsafe structures, substandard buildings, and work performed without permits when requested and accepted. Formal administrative citations, nuisance abatement proceedings, warrants, appeals, prosecutions, and other enforcement actions remain the Receiving City's responsibility unless separately agreed in writing.

2.6 Meetings and Hearings.

Attend staff meetings, public meetings, administrative hearings, or court proceedings when requested, accepted, and scheduled. Time spent preparing for and attending such proceedings is billable.

2.7 Excluded Services.

Unless added by a written amendment, Weed is not responsible for planning or zoning approvals, fire code administration, public works review, engineering, environmental review, business licensing, permit fee adoption, collection of money, legal advice, prosecution, or maintenance of the Receiving City's permanent records.

3. AUTHORITY AND RESPONSIBILITIES OF RECEIVING CITY

3.1 Local Authority.

The Receiving City retains legislative, police, permitting, enforcement, appellate, and policy authority within its jurisdiction.

3.2 Codes and Fees.

The Receiving City is responsible for adopting and maintaining its applicable codes, local amendments, fee schedules, policies, and forms.

3.3 Permit Issuance.

Unless otherwise expressly delegated in writing, the Receiving City shall receive applications, determine completeness, collect fees and deposits, issue permits, issue certificates, and provide required notices.

3.4 Information and Access.

The Receiving City shall provide complete applications, approved plans, permit records, site information, access arrangements, contact information, and any other material reasonably needed to perform the requested service.

3.5 Local Staff Support.

The Receiving City shall designate at least one employee to coordinate requests, maintain files, communicate with applicants, and provide local administrative support.

3.6 Final Local Actions.

The Receiving City remains responsible for appeals, dangerous-building determinations that require action by the governing body or hearing officer, administrative remedies, liens, abatement, litigation, and the collection of penalties or costs.

4. REGULAR SERVICE SCHEDULE

4.1 Every-Other-Week Schedule.

Subject to employee availability, holidays, emergencies, workload, weather, travel conditions, and the operational needs of Weed, Weed shall ordinarily make its Building Inspector available to the Receiving City once every two weeks.

4.2 Coordinated Visits.

Weed may coordinate visits to Dorris and Tulelake on the same day or during the same trip to reduce travel time and costs.

4.3 Scheduling Target; No Guarantee.

The every-other-week schedule is an anticipated service schedule and is not a guarantee that services will occur on a particular date or within a particular number of days. The Parties' designated representatives may adjust a scheduled visit by mutual agreement.

4.4 Weed Priority.

Weed's own municipal operations, emergencies, statutory duties, and service needs have priority when staffing or scheduling conflicts arise.

4.5 Special Requests.

The Receiving City may request service before the next regular visit. Weed may accept, defer, or decline the request based on urgency, staffing, workload, travel efficiency, and operational availability. Accepted special trips are billable.

5. REQUESTS FOR SERVICE

5.1 Method.

The Receiving City's designated representative shall submit requests by email or through another process designated by Weed.

5.2 Required Information.

Each request shall identify the property, the permit number (if applicable), the requested inspection or service, the site contact, the telephone number, the access instructions, and any scheduling limitations.

5.3 Timing.

Routine requests should be submitted at least two business days before the anticipated regular service date. Requests received later may be deferred to the next available visit.

5.4 Acknowledgment.

Weed shall use reasonable efforts to acknowledge a complete request within three business days. An acknowledgment is not a promise that the requested inspection or service will be completed within that period.

5.5 Incomplete or Unsafe Requests.

Weed may defer or decline a request when information is incomplete, the site is inaccessible, required permits or approved plans are unavailable, unsafe conditions exist, or the requested work is outside the agreed scope.

6. COMPENSATION AND REIMBURSABLE COSTS

6.1 Hourly Rates.

The Receiving City shall compensate Weed for services at the rates established under this section and reflected in Exhibit A. The hourly rate for the first Agreement Year shall be \$60.30.

On each anniversary of the Effective Date, the hourly rate shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, All Items, not seasonally adjusted, published by the United States Bureau of Labor Statistics. The adjustment shall be based on the most recently published 12-month percentage change available at least thirty (30) days before the applicable anniversary date. The adjusted hourly rate shall be rounded to the nearest cent.

The hourly rate shall not be reduced below the rate in effect during the immediately preceding Agreement Year. If the specified index is discontinued or materially changed, the Parties shall use a successor or reasonably comparable index published by the Bureau of Labor Statistics and agreed upon in writing by the Parties.

The BLS publishes the West Region CPI-U as an all-items, not-seasonally-adjusted index, making it an appropriate regional measure for this agreement.

Exhibit A should now list only the \$60.30 initial rate and state that the Year 2 and Year 3 rates will be calculated under Section 6.1, rather than showing the prior fixed rates of \$63.32 and \$66.48.

6.2 Billable Time.

Billable time includes inspections, plan review, permit and code administration, research, document review, correspondence, telephone or electronic consultations, report preparation, meetings, hearings, court appearances, records preparation or transmission, authorized code-enforcement assistance, and travel time.

6.3 Travel Allocation.

When a trip benefits both Dorris and Tulelake, Weed shall allocate the travel time equitably between the two cities. When travel is undertaken solely for one city, that city shall be responsible for the full travel time.

6.4 Mileage.

In addition to compensation for billable travel time, the Receiving City shall reimburse the City of Weed for business miles driven in the performance of services under this Agreement. Mileage shall be reimbursed at the Internal Revenue Service standard business mileage rate in effect on the date the travel occurs. The applicable mileage rate shall automatically adjust upon any change published by the Internal Revenue Service, without requiring an amendment to this Agreement.

6.5 Third-Party and Extraordinary Costs.

The Receiving City shall reimburse Weed for authorized third-party plan review, specialized consultants, testing, copying, postage, delivery, and other extraordinary direct costs incurred

specifically for the Receiving City. Weed shall obtain advance authorization when reasonably practicable.

6.6 No Permit-Fee Ownership.

Permit, plan-review, inspection, and enforcement fees collected by the Receiving City belong to the Receiving City and do not substitute for amounts owed to Weed under this Agreement.

7. INVOICES AND PAYMENT

7.1 Monthly Invoices.

Weed shall submit an itemized invoice monthly or as otherwise agreed. The invoice may include dates, service categories, hours, rates, travel allocation, and reimbursable costs.

7.2 Payment Deadline.

The Receiving City shall pay all undisputed amounts within thirty (30) days of receipt.

7.3 Invoice Disputes.

The Receiving City shall provide written notice of any disputed charge within fifteen (15) days after receiving the invoice and shall pay the undisputed portion. The Parties shall attempt to resolve the dispute through their designated administrators.

7.4 Delinquency.

Weed may suspend services after providing ten (10) business days' written notice when an undisputed invoice remains unpaid more than thirty (30) days after its due date.

8. TERM

8.1 Initial Term.

This Agreement begins on [EFFECTIVE DATE] and continues for three (3) years through [EXPIRATION DATE], unless earlier terminated under this Agreement.

8.2 Agreement Years.

For rate purposes, each Agreement Year is a consecutive twelve-month period beginning on the Effective Date and each anniversary of that date.

8.3 No Automatic Renewal.

This Agreement does not automatically renew. Any extension or replacement must be approved in writing by both Parties.

8.4 Existing Agreements.

On the Effective Date, this Agreement supersedes and replaces the prior building services agreement between the Parties and all amendments to it.

9. PERSONNEL AND STAFFING

9.1 Weed Employee.

The Building Inspector and any other Weed personnel performing services remain solely employees or agents of Weed. The Receiving City has no authority over its compensation, benefits, discipline, leave, evaluation, or other employment conditions.

9.2 Administrative Coordination.

The Receiving City may communicate service needs and scheduling priorities, but Weed retains the exclusive right to supervise, assign, schedule, and direct its personnel.

9.3 No Named-Employee Guarantee.

Services are provided by position and qualification, not by a guarantee that any individual will perform them.

9.4 Staffing Unavailability.

If Weed lacks qualified or available personnel, Weed may temporarily reduce or suspend services, propose the use of an approved consultant, or terminate this Agreement. Weed is not liable for delays caused by vacancy, leave, illness, emergency response, recruitment, or other staffing limitations.

9.5 Consultants.

With the Receiving City's authorization, Weed may use a qualified consultant or contract service. Unless otherwise agreed, the Receiving City shall reimburse the actual consultant cost and related administrative time.

10. PROFESSIONAL STANDARD AND NO WARRANTY

Weed shall use reasonable care in providing the services and shall assign personnel possessing qualifications appropriate to the accepted work. Inspections and plan reviews are limited evaluations based on conditions and information reasonably available at the time. Neither an inspection, approval, correction notice, permit, nor certificate is a warranty or guarantee of design, artistry, code compliance, structural performance, safety, or freedom from defects. Owners, applicants, design professionals, and contractors remain responsible for their respective work and legal obligations.

11. RECORDS AND PUBLIC RECORDS

11.1 Ownership and Custody.

The Receiving City owns and shall maintain legal custody of its permit, inspection, enforcement, and related municipal records.

11.2 Transmission.

Weed shall provide inspection results and other records generated for the Receiving City in a reasonably usable format. The Receiving City shall place those materials in its official files.

11.3 Retention.

Each Party shall retain its own records in accordance with applicable law and its adopted retention schedule.

11.4 Public Records Requests.

Each Party is responsible for responding to requests directed to records in its custody. The Parties shall reasonably cooperate when a request concerns records held by both.

11.5 Confidential Information.

The Parties shall use reasonable safeguards for confidential, privileged, security-sensitive, or personal identity information and shall disclose such information only as required or permitted by law.

12. INDEMNIFICATION AND ALLOCATION OF LIABILITY

12.1 Receiving City.

To the fullest extent permitted by law, the Receiving City shall defend, indemnify, and hold harmless Weed and its officers, officials, employees, agents, and volunteers from claims, liabilities, damages, losses, judgments, penalties, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the Receiving City's acts or omissions; adopted codes, amendments, policies, fees, permits, land-use decisions, enforcement directives, records administration, collection activities, or failure to provide accurate or complete information.

12.2 Weed.

To the fullest extent permitted by law, Weed shall defend, indemnify, and hold harmless the Receiving City and its officers, officials, employees, agents, and volunteers from claims, liabilities, damages, losses, judgments, penalties, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent or wrongful acts or omissions of Weed or its personnel in performing services accepted under this Agreement.

12.3 Comparative Responsibility.

Where responsibility is shared, each Party's defense and indemnity obligation shall be proportionate to its respective fault or legal responsibility.

12.4 Statutory Allocation.

This section is intended as an agreement for contribution and indemnification authorized by Government Code section 895.4 and shall be interpreted consistently with Government Code sections 895 through 895.8.

12.5 Notice and Cooperation.

A Party seeking defense or indemnification shall promptly notify the other Party and reasonably cooperate in the defense. Failure to provide prompt notice relieves the other Party only to the extent materially prejudiced.

13. INSURANCE

13.1 Coverage.

Each Party shall maintain, through insurance, self-insurance, or participation in a public-agency risk pool, coverage appropriate to its obligations, including general liability, automobile liability, workers' compensation, and employer's liability.

13.2 Evidence.

Upon reasonable request, either Party shall provide evidence of applicable coverage.

13.3 No Limitation.

Insurance requirements do not limit a Party's liability or indemnification obligations under this Agreement.

14. COMPLIANCE WITH LAWS

Each Party shall comply with applicable federal, state, and local laws, regulations, orders, and professional requirements. Nothing in this Agreement requires either Party or any employee to perform an unlawful act, outside the employee's qualifications, or inconsistent with an applicable license or certification.

15. SUSPENSION AND TERMINATION

15.1 Termination Without Cause.

Either Party may terminate this Agreement without cause by providing at least sixty (60) days' written notice.

15.2 Immediate or Shortened Termination.

Weed may suspend or terminate services immediately, or on shorter notice, when no qualified employee or authorized consultant is available; continued performance would be unsafe or unlawful; the Receiving City materially interferes with Weed's personnel; or an emergency materially affects Weed's ability to perform.

15.3 Termination for Breach.

A Party may terminate for a material breach that remains uncured ten (10) business days after written notice, unless the breach reasonably requires more time and the breaching Party promptly begins and diligently pursues a cure.

15.4 Effect.

The Receiving City shall pay for all services performed and authorized costs incurred through the termination date. Sections concerning payment, records, confidentiality, indemnification, liability, and dispute resolution survive termination.

16. DISPUTE RESOLUTION

16.1 Administrative Conference.

Before filing litigation, the City Managers or their designees shall meet and attempt in good faith to resolve the dispute.

16.2 Mediation.

If not resolved, the Parties may mutually agree to nonbinding mediation. Unless otherwise agreed, they shall share mediator costs equally and bear their own attorneys' fees and other expenses.

16.3 Remedies.

Nothing in this section prevents either Party from seeking temporary, emergency, or injunctive relief or from complying with a claims-presentation or limitations deadline.

17. NOTICES

Formal notices under this Agreement shall be in writing and delivered personally, by recognized overnight delivery service, by certified United States mail, return receipt requested, or by email followed by one of the foregoing methods. Notices are effective upon personal delivery, confirmed delivery, or refusal of delivery. Routine service requests and operational communications may be made by email.

CITY OF WEED	RECEIVING CITY
Dr. Dustin Stambaugh City Manager City of Weed 550 Main Street Weed, CA 96094 Email: dstambaugh@ci.weed.ca.us	Aissa Martinez City Hall Administrator City of Tulelake P.O. Box 847 Tulelake, California 96134 Email: info@cityoftulelake.com

18. DESIGNATED REPRESENTATIVES

The City Manager/Administrator of each Party may designate employees to administer this Agreement, coordinate schedules, approve routine operational matters, and authorize services within appropriated funds. A designated representative may not amend the material scope, term, indemnification obligations, or fundamental allocation of authority without approval required by law.

19. GENERAL PROVISIONS

19.1 No Separate Entity.

This Agreement does not create a separate legal entity, partnership, joint venture, employment relationship, or agency relationship except for the limited-service authority expressly stated.

19.2 No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the Parties and creates no rights in any applicant, owner, contractor, design professional, occupant, or other third party.

19.3 Assignment.

Neither Party may assign this Agreement without the prior written consent of the other Party, except that Weed may use authorized consultants as provided herein.

19.4 Amendment.

Except for routine administrative matters expressly delegated by this Agreement, any amendment must be in writing and approved by each Party in the manner required by law.

19.5 Entire Agreement.

This Agreement, including its exhibits, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior oral and written communications and agreements concerning those services.

19.6 Severability.

If any provision is held invalid or unenforceable, the remaining provisions shall fully remain effective, permitted by law.

19.7 Waiver.

A waiver is effective only if it is in writing and applies only to the specific instance stated. Delay or failure to enforce a provision is not a continuing waiver.

19.8 Governing Law and Venue.

California law governs this Agreement. Venue for litigation shall lie in a court of competent jurisdiction in Siskiyou County, California.

19.9 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together constitute one instrument.

19.10 Authority.

Each person signing represents that the respective governing body has authorized execution of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF WEED

CITY OF TULELAKE

By: _____

Name: _____

Title: City Manager

Date: _____

ATTEST:

By: _____

City Clerk

By: _____

Name: _____

Title: City Hall Administrator

Date: _____

ATTEST:

By: _____

City Clerk

EXHIBIT A

COMPENSATION AND RATE SCHEDULE

This Exhibit A is incorporated into the Intergovernmental Agreement for Building Official, Plan Review, and Inspection Services between the City of Weed and the City of [Dorris/Tulelake].

1. Initial Hourly Rate

The hourly rate for services performed during the first Agreement Year shall be Sixty Dollars and Thirty Cents (\$60.30) per hour.

2. Annual CPI Adjustments

Beginning on the first anniversary of the Effective Date, and on each subsequent anniversary during the term of the Agreement, the hourly rate shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, All Items, not seasonally adjusted, published by the United States Bureau of Labor Statistics.

The annual adjustment shall be based on the most recently published 12-month percentage change available at least thirty (30) days before the applicable anniversary date. The adjusted hourly rate shall be rounded to the nearest cent.

If the applicable CPI reflects no increase or a decrease, the hourly rate shall remain unchanged. Under no circumstances shall a CPI adjustment reduce the hourly rate below the rate in effect during the immediately preceding Agreement Year.

3. Rate Schedule

Agreement Year	Applicable Period	Hourly Rate
2026	September 1 through the day before the first anniversary	\$60.30
2027	First anniversary through the day before the second anniversary	Year 1 rate adjusted in accordance with Section 2
2028	First anniversary through the day before the second anniversary	Year 2 rate adjusted in accordance with Section 2

4. Billable Categories

The applicable hourly rate shall apply to all services authorized under the Agreement, including:

- Building inspections;
- Plan review;

- Building-code administration;
- Research and document review;
- Preparation of reports, notices, and correspondence;
- Telephone, email, and in-person consultations;
- Meetings, hearings, and court appearances;
- Authorized code-enforcement assistance;
- Records preparation and transmission; and
- Travel time is associated with providing services.

5. Mileage

In addition to compensation for billable travel time, the Receiving City shall reimburse Weed for business miles driven in performing services under the Agreement. Mileage shall be reimbursed at the Internal Revenue Service standard business mileage rate in effect on the date the travel occurs.

When a trip provides services to both Dorris and Tulelake, mileage common to both cities shall be allocated equitably between them. Mileage attributable solely to one Receiving City shall be charged entirely to that city.

6. Third-Party and Extraordinary Costs

The Receiving City shall reimburse Weed for authorized third-party plan review, specialized consultants, testing, copying, postage, delivery, and other extraordinary direct costs incurred specifically for the Receiving City. Such costs are in addition to the applicable hourly rate.

7. Replacement Index

If the CPI identified in Section 2 is discontinued, renamed, materially changed, or no longer published, the Parties shall use a successor or substantially comparable index published by the United States Bureau of Labor Statistics. The selection of a replacement index may be confirmed administratively in writing by the Parties' City Managers without formally amending the Agreement.

EXHIBIT B

DESIGNATED CONTACTS AND OPERATING INFORMATION

Item	City of Weed	Receiving City
Agreement Administrator	Dr. Dustin Stambaugh, City Manager	Aissa Martinez, City Hall Administrator
Operational Contact	Michael Britton, Building Inspector	Aissa Martinez, City Hall Administrator
Service Request Email	dstambaugh@ci.weed.ca.us	info@cityoftulelake.com
Invoice Contact	Jill Porterfield, jporterfield@ci.weed.ca.us	Aissa Martinez, City Hall Administrator
Regular Service Week/Day	Coordinated every other week	Coordinated every other week

The City Managers or their designees may update Exhibit B by written administrative confirmation without amending the material terms of the Agreement.



Change Order Request

Project Name: Tulelake Drought Relief Project

CCO#: 008

Location: Tulelake, CA

Date: 7/16/2026

Project No: 1012-5810

Str No.:

TO: Adkins Engineering & Surveying
1435 Esplanade Ave
Klamath Falls, OR 97601

FROM: Timberworks
PO Box 1240
Mt. Shasta, CA 96067

SUBCONTRACTOR:

ATTN: Daniel Scalas, P.E.
Cc: Sandy King

Swage Kings Inc.
Fresno, CA 93729

Well No. 2- Well Casing Swaging

Cost Breakdown:

		COST TYPE	QTY	U/M	Unit Rate	Extension
1)	Well Casing Swaging	SUB	1	EA	\$ 40,000.00	\$ 40,000.00
2)	Supervision Travel Time	LABOR	10	HR	\$ 140.00	\$ 1,400.00
3)	Swaging Supervision	LABOR	30	HR	\$ 140.00	\$ 4,200.00

Comments:

- The well casing swaging price above includes 2 well video surveys and 2 patches.
- Approximately 3 days for the swaging work, and Swage Kings is available as early as next week.

Total Direct Cost =	\$	45,600.00
Labor Surcharge @ 0% =	\$	-
Total Cost of Labor =	\$	5,600.00
Total Cost Materials & Equipment =	\$	-
Labor Markup @15% =	\$	840.00
Equipment and Materials Markup @15% =	\$	-
Subcontractor Markup @5% =	\$	2,000.00
TOTAL =	\$	48,440.00

Swage Kings Inc.
 PO Box 25714
 Fresno, CA 93729 US
 +15595001981
 info@swagekings.com
 www.swagekings.com



Estimate

ADDRESS
Adkins Engineering and Surveying 1435 Esplanade Ave Klamath Falls, OR 97601

ESTIMATE #	DATE	
2116	06/23/2026	

DESCRIPTION	QTY	RATE	AMOUNT
Well Video Survey Powered by Well Informed	1	4,500.00	4,500.00
1st Patch Install liner to cover hole @ ~633'	1	15,500.00	15,500.00
2nd Patch Install liner to cover hole @ ~874'	1	15,500.00	15,500.00
Completion Survey Powered by Well Informed	1	4,500.00	4,500.00

Customer: Tulelake, CA
 Location: Well # 2

TOTAL

\$40,000.00

Accepted By

Accepted Date

