

CITY OF LOYALTON

COUNTY OF SIERRA
605 SCHOOL STREET
P.O. BOX 128
LOYALTON, CALIFORNIA 96118
(530) 993-6750
cityofloyalton.org



OFFICE OF THE MAYOR

**AGENDA FOR THE REGULAR MEETING OF THE
LOYALTON CITY COUNCIL
6:00 P.M. – CITY HALL AUDITORIUM
605 SCHOOL STREET
APRIL 19TH, 2022
NEXT ORDINANCE #425
NEXT RESOLUTION NO. 2-2022**

**AGENDA & PACKET AVAILABLE ON CITY WEB SITE
cityofloyalton.org**

Any person with a disability may submit a request for reasonable modification or accommodation to the above-described means for accessing and offering comment at the meeting to Kathy LeBlanc, City Clerk, at [\[ofclerk-cityofloyalton@psln.com\]](mailto:ofclerk-cityofloyalton@psln.com) who will swiftly resolve such request.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **ANNOUNCEMENTS**
6. **APPROVAL OF MINUTES**
Regular Meeting March 15th, 2022 (Attachment)
Special Meeting March 24th, 2022 (Attachment)
Special Meeting April 5th, 2022 (Attachment)
7. **STAFF REPORTS**
 1. Letter from State Water Resources Control Board regarding drought impacts. (Attachment)
 2. Letter from State Water Resources Control Board regarding Citation. (Attachment)
 3. Aged Balance Report (Attachment)

8. TIMED ITEM: 6:30

1. Lucas Tipton-FEMA Preliminary Flood Plain Map

9. PUBLIC COMMENT

This is an opportunity for members of the public to address the Council on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the City Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Council **cannot take action on any item not on the posted agenda**

10. FIRE DEPARTMENT REPORT

1. Discussion and Possible Action request to access up to \$100k from reserve for A 50% deposit to Fire Trucks unlimited to purchase a new type 5 brush truck.

12. FINANCIAL COMMITTEE REPORTS

1. Financial Committee Report/Update

- Approval of Reconciled Accounts for March 2022 (Attachment)
- Approval of Bill Sheet March 2022 (Attachment)
- Acknowledgment of Approval of Fund Transfer from General 1956 to Enterprise Loan MM 0559 not to exceed \$24,000.00 (Attachment)

13. PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION

14. OTHER COMMITTEE REPORTS

15. DISCUSSION AND POSSIBLE ACTION ITEMS

1. Discussion and Possible Action regarding Fillippini property.
2. Discussion and Possible Action regarding Prop 68 project.
3. Discussion and Possible Action regarding Probation Lease Agreement. (Attachment)
4. Discussion and Possible Action regarding Special Use permit for temporary Use of Travel Trailer during construction.
5. Discussion and Possible Action in regards to employment of Water and Waste Water Operator.
6. Discussion and Possible Action regarding Burn Permit Policy. (Attachment)
7. Discussion and Possible Action regarding Employee Fuel Cost
8. Discussion and Possible regarding Letter of Support for Tour d Manure.

16. **AGENDA INPUT FOR UPCOMING MEETINGS**

17. **BOARD MEMBER CLOSING REMARKS**

18. **ADJOURNMENT**

March 15th, 2022

REGULAR MEETING

The Regular meeting of the Loyalton City Council was called to order by Mayor S. Jackson on March 15, 2022 at 6:00 p.m. Loyalton City Auditorium

COUNCIL MEMBERS PRESENT Mayor S. Jackson, J. Markum, D. Riede, J. Gerow

COUNCIL MEMBERS ABSENT

STAFF PRESENT

City Clerk- Kathy LeBlanc

GUESTS PRESENT

J. Buck, S. Heywood, C. Heywood, B. Mertton, J. Mertton, R. DeMartini, P. DeMartini

APPROVAL OF AGENDA

Mayor Jackson requested that item 15.2 under Discussion and Possible action be removed. It was moved by J. Markum, seconded by D. Riede to approve the agenda as amended. Motion carried.

ANNOUNCEMENTS

Mayor Jackson announced that she will be gone for the May meeting.

APPROVAL OF MINUTES

1. It was moved by D.Riede, seconded by J. Gerow to approve the minutes of the Regular Meeting of February 15, 2022. Motion carried.

STAFF REPORTS/WRITTEN COMMUNICATIONS

None

PRESENTATION OF RICHARD MEDER AWARD

Mayor Jackson presented the 8th Annual Richard Meder award to Conner Heywood for his outstanding volunteer work within the City of Loyalton.

TIMED ITEM ANNUAL PROGRESS REPORT ON IMPLEMENTATION OF GENERAL PLAN HOUSING ELEMENT:

Gary Price gave a report on the Annual Progress Report. Mayor Jackson opened the meeting for Public Comment. (1) Councilmember inquired about 2 Parcel located across from the High School. Gary stated that they are zoned Multi-Family. Having no more comments Mayor Jackson closed the Public Comment.

It was moved by J. Markum, seconded by D. Riede to approve the Annual Progress Report. Motion carried

PUBLIC COMMENT

None

FIRE DEPARTMENT REPORT

Assistant Chief R. DeMartini reported the following: (1) 50 calls so far this year. (2) 6 to 7 people to go to the Fire Academy (3) Spaghetti Feed scheduled for May 21, 2022 (4) Pancake Breakfast scheduled for April 30th, 2022. (5) He also stated that with the lack of moisture this year it will be a high fire season.

FINANCIAL COMMITTEE REPORT/UPDATE

Mayor Jackson reported Finance Committee met and reviewed budget and made some updates.

1. It was moved by D. Riede, seconded by J. Markum to approve the reconciled Accounts for February 2022. Motion carried.
2. It was moved by D. Riede, seconded by J. Markum to approve the bill sheet not to exceed \$43,164.67. Motion carried.
3. It was moved by D. Riede, seconded by J. Gerow to approve budget revisions. Motion carried.

ACKNOWLEDGEMENT OF APPROVAL OF FUNDS TRANSFERS

1. It was moved by J. Markum, seconded by J. Gerow to approve the fund transfer from General 1956 to Enterprise MM 0559 not to exceed \$30,000. Motion carried.

REIMBURSEMENT FOR USDA

None

PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION

1. (a) Councilmember Gerow reported that all is going well at the WWTP (b) J. Lundy will be full time operator in May. (c) J. Reeves working on OIT and Water Certification. (4) He will be getting quotes on aerators and shipping cost.
2. (a) Councilmember Riede reported that the bathroom at the park needs repairs and she is working on getting water to ball fields. (b) Community Service workers for the City.

OTHER COMMITTEE REPORTS

1. Councilmember Markum reported that the tear down of the pool building has been started.

DISCUSSION AND POSSIBLE ACTION ITEMS

1. City Clerk reported a member of the community had purchased a cemetery plot and would like to sell it back to the City. After a discussion Clerk will contact her with the possibility of selling to another party.
2. Surplus item was removed from Agenda.
3. It was moved by J. Markum, seconded by J. Gerow to approve Business License for Grandma's Frosty. Motion carried.
4. Mayor Jackson gave a brief update on the FEMA Flood Mapping. Mayor Jackson stated the City is working closely with Farr West Engineering. No action taken item will be added to next agenda for update

INPUT FOR UPCOMING MEETINGS

1. FEMA Flood Maps
2. Fire Department Budget revision.
3. Employees Fuel costs

CLOSING REMARKS

None

Meeting Adjourned

APPROVED: _____
Mayor Jackson

ATTEST: _____
Kathy LeBlanc, City Clerk

March 24th, 2022

SPECIAL MEETING

The special meeting of the Loyaltown City Council was called to order by Mayor Jackson on March 24th, 2022 at 5:00 p.m.

COUNCIL MEMBERS PRESENT

Mayor Jackson, D. Riede, J. Markum, J. Gerow

COUNCIL MEMBERS ABSENT:

STAFF PRESENT

GUESTS PRESENT

APPROVAL OF AGENDA

It was moved by J. Markum, seconded by D. Riede to approve the agenda as presented. Motion carried.

ANNOUNCEMENTS

None

STAFF REPORTS

1. Councilmember Riede reported Park Bathrooms have been repaired and are open, she is still working on the ball fields.
2. Mayor Jackson reported that we are in communication for the aerators, and she in communication with Liberty about street lights.

PUBLIC COMMENT

None

DISCUSSION AND POSSIBLE ACTION

1. Mayor Jackson adjourned the meeting to go into closed session. Mayor Jackson reconvened the meeting reporting that Raymond Morris will be hired full time at \$18.90 per hr. upon approval of reference and background check.

MEETING ADJOURNED

APPROVED: _____

Mayor S. Jackson

ATTEST: _____

Kathy LeBlanc- City Clerk

April 5th, 2022

SPECIAL MEETING

The special meeting of the Loyaltown City Council was called to order by Mayor Jackson on April 5th, 2022 at 5:00 p.m.

COUNCIL MEMBERS PRESENT

Mayor Jackson, D. Riede, J. Markum, J. Gerow

COUNCIL MEMBERS ABSENT:

STAFF PRESENT

Kathy LeBlanc-City Clerk

GUESTS PRESENT

APPROVAL OF AGENDA

It was moved by J. Markum, seconded by D. Riede to approve the agenda as presented. Motion carried.

ANNOUNCEMENTS

1. Mayor Jackson announced that she had a meeting with CTL in regards to snow plowing agreement; she reported that CTL has donated the December snow plowing expense and will work with the City in the future. She also reported that she met with Liberty in regards to replacement of street lights with LED lights. She stated that the whole project should be finished by September which will result in a lower cost to the City. Mayor Jackson also stated that there is a massive rebate for an Electric Car Charging system to be installed in the City.

STAFF REPORTS

1. Councilmember reported that the City has 2 Community Service workers and are cleaning up the park. She reported that there are two broken sprinklers at the ball field but she is working on getting them replaced and fixed, but all fields are still getting watered.
2. Councilmember Gerow reported that he met with a possible WWTP worker; Mayor Jackson will contact him in regards to hourly pay and report back to council.

PUBLIC COMMENT

None

DISCUSSION AND POSSIBLE ACTION

1. Mayor Jackson reported that Jamie Stockdale has resigned from her bookkeeping position. It was moved by J. Markum, seconded by J. Gerow to accept resignation. Motion carried.
2. After a discussion it was moved by Mayor Jackson, seconded by D. Riede to approve the following items: (a) Jamie Stockdale will continue with the updates for the web site until further notice. (b) Kelly Norton will work 6 hours a week and continue support for the City.

(c) Advertise for the position of bookkeeper. Motion carried. Councilmember Riede will work with City Clerk on revising the job application.

Agenda Input of Upcoming Meetings

1. Fema Update
2. Prop 68 Grant
3. Review of Burn Permit Policy

MEETING ADJOURNED

APPROVED: _____
Mayor S. Jackson

ATTEST: _____
Kathy LeBlanc- City Clerk

DRAFT



State Water Resources Control Board

March 17, 2022

CITY OF LOYALTON
P.O. BOX 128
LOYALTON, CA 96118

RECEIVED

MAR 23 2022

BY: _____

PREPARE FOR MORE DROUGHT IMPACTS DUE TO ONGOING DRY CONDITIONS

Despite record-breaking storms in October and December 2021, most of California is experiencing a severe drought due to the driest January and February on record. These conditions are worsening quickly and can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users.

Plan Ahead

As we head into a third dry year, it's important to plan for water supply shortages and identify actions you can take to conserve water and adapt to drought conditions, such as reducing irrigated acreage, using innovative irrigation techniques, managing herd size, or diversifying your water supply portfolio. Your early efforts can help minimize the potential impact of water management actions on businesses, homes, farms, and California's environment.

Report Water Use

The Division of Water Rights needs accurate and timely data to manage California's water and keep diverters informed, particularly when water supplies are limited. Now more than ever, it is vital that you report your water diversion and use data on time. All diverters must report their annual water use by April 1, 2022. Many diverters are also required to report diversion metering and measuring data by this deadline.

Accurately reporting your water use and diversion data on time fulfills your legal obligation and allows the Division of Water Rights to better manage the state's water rights system, protect lawful diversions, and more precisely curtail when needed. Better reporting by all diverters is the cornerstone of a modern water rights system.

Dry Conditions

We are experiencing historic dry conditions: February is usually California's wettest month, but January and February 2022 were the driest we've seen in recorded history. Statewide, precipitation is less than half the yearly average, and dry conditions are forecast to continue through spring.

Last year, extreme drought conditions led to unprecedented actions by the State Water Board that included curtailment of water rights in many California watersheds.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

The Division of Water Rights is preparing similar actions for 2022, and we plan to ask the State Water Board to consider emergency regulations to curtail water rights in certain watersheds if dry conditions continue or worsen. If you are in the Bay-Delta, Russian River, Scott River, Shasta River, Mill Creek, or Deer Creek watersheds, you should prepare for earlier curtailments.

We are monitoring the situation closely and will engage with water users as we know more. We encourage you to collaborate with your community to develop cooperative water management solutions that meet both local and state-level needs. Drought resources are included below:

Drought Resources

State Water Board Drought Information

Information and updates on Division of Water Rights drought activities, including emergency regulations, curtailment updates, and regional drought responses are available at waterboards.ca.gov/drought.

Emergency Drinking Water Assistance

Help is available if you are having trouble getting water in your home or your drinking water well has gone dry. Information about programs in your area are available at waterboards.ca.gov/drought/drought_assistance.

Drought Funding Programs

The state offers a variety of funding programs to help Californians during drought. Information is available at waterboards.ca.gov/drought/funding_available.

Annual Water Use Reporting

Water diverters must report their annual water use each year. Requirements and details on how to report are available at bit.ly/AnnualWaterReport.

Measuring and Metering Requirements

Many water right diverters are required to report measuring and metering data each year. Guidance on these requirements is available at bit.ly/WaterMeasurement.

Questions

Email your questions to drought@waterboards.ca.gov.



RECEIVED

APR 06 2022

BY: _____



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

March 30, 2022

PWS# 4610001

Certified Mail

7017 0190 0000 6412 9090

City of Loyalton
PO Box 128
Loyalton, CA 96188

Attention: Kathy LeBlanc – City Clerk

Subject: Citation No. 01-02-22C-007 Total Coliform Monitoring Violation for the City of Loyalton February 2022

Enclosed is Citation No. 01-02-22C-007 (hereinafter "Citation"), issued to the City of Loyalton (hereinafter "City") public water system. Please note that there are legally enforceable deadlines associated with this Citation.

A process exists by which a public water system can petition the State Water Board for reconsideration of this citation. Petitions must be received by the State Water Board within 30 days of the issuance of this citation by the State Water Board. If the 30th day falls on a Saturday, Sunday, or state holiday, the petition is due the following business day by 5:00 p.m. Information regarding filing petitions may be found at:

https://www.waterboards.ca.gov/drinking_water/programs/petitions/instructions.html

If you have any questions, please contact Nick McGann at (530) 224-3269 or by email at nick.mcgann@waterboards.ca.gov, or me at (530) 224-4828.

Stephen W. Watson, P.E.
Lassen District Engineer
Drinking Water Field Operations Branch

cc: Sierra County Environmental Health

Encl: Citation No. 01-02-22C-007

njm \ 4610001 Loyalton \ File: Enforcement

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

384 Knollcrest Drive, Suite 101, Redding, CA 96002 | www.waterboards.ca.gov

Citation No. 01-02-22C-007

**STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER**

Name of Public Water System: City of Loyalton

Water System No: 4610001

Attention: Kathy LeBlanc, City Clerk

PO Box 128

Loyalton, CA 96188

Issued: March 30, 2022

**CITATION FOR NONCOMPLIANCE
CALIFORNIA HEALTH AND SAFETY CODE, SECTION 116555 AND
CALIFORNIA CODE OF REGULATIONS, TITLE 22, SECTION 64423**

**TOTAL COLIFORM MONITORING VIOLATION
FOR FEBRUARY 2022**

The California Health and Safety Code (hereinafter "CHSC"), Section 116650, authorizes the State Water Resources Control Board (hereinafter "State Water Board") to issue a citation to a public water system when the State Water Board determines that the public water system has violated or is violating the California Safe Drinking Water Act (hereinafter "California SDWA") (CHSC, Division 104, Part 12, Chapter 4, commencing with Section 116270), or any regulation, standard, permit, or order issued or adopted thereunder.

The State Water Board, acting by and through its Division of Drinking Water (hereinafter "Division"), and the Deputy Director for the Division, hereby issues Citation No. 01-02-22C-007 (hereinafter "Citation"), pursuant to Section 116650 of the CHSC to the City of Loyalton (hereinafter "City"), for violation of CHSC, Section 116555 and California Code of Regulations (hereinafter "CCR"), Title 22, Section 64423.

STATEMENT OF FACTS

The City is classified as a community public water system with a population of 856, serving 360 service connections, and uses two groundwater sources, the Park Well and Well 3 (High School), to supply potable water to its distribution system. The City's water system is classified as a D1 Distribution System. The water supply receives precautionary disinfection through the use of sodium hypochlorite.

CHSC, Section 116555, subdivision (a)(1) requires all public water systems to comply with primary drinking water standards as defined in CHSC, Section 116275, subdivision (c). Primary drinking water standards include maximum levels of contaminants, specific treatment techniques, and monitoring and reporting requirements as specified in regulations adopted by the State Water Board.

CCR, Title 22, Section 64421, states that each water supplier shall collect routine, repeat and replacement samples as required in Sections 64423, 64424 and 64425. Section 64423 states that a water supplier shall collect routine bacteriological water samples based on the known population served or the total number of service connections, whichever results in the greater number of samples.

Routine samples are normally collected by City staff and delivered to the lab each month. The State Water Board did not receive any results from the City for a routine bacteriological sample taken during February 2022.

DETERMINATION

In accordance with CCR, Title 22, Section 64423, the City was required to collect one routine bacteriological sample during February 2022. Therefore, the State Water Board has determined that the City has failed to comply with drinking water standards pursuant to CHSC, Section 116555 and CCR, Title 22, Section 64423 during February 2022.

DIRECTIVES

The City is hereby directed to take the following actions:

1. By **May 1, 2022**, notify all persons served by the City of the violation of CCR, Title 22, Section 64423, in conformance with Sections 64463.4, subdivisions (b) and (c), and 64465. Appendix 1: Notification Template must be used to fulfill this Directive, unless otherwise approved by the State Water Board. The notification must be completed in accordance with the following:
 - By mail or direct delivery of the Public Notification to each customer served by the water system and;
 - By one of the following secondary methods to reach persons not likely to be reached by mail or direct delivery;

- By publication in a local newspaper, by delivery to community organizations or by posting in conspicuous public places served by the water system or on the internet. If the water system opts to issue the notice via internet website or posting in conspicuous public places, the public notice must remain posted for a minimum of seven (7) consecutive days.
2. Complete Appendix 2: Compliance Certification Form. Submit it together with a copy of the public notification required by Directive 1 to the State Water Board by **May 10, 2022**.
 3. The City must include this violation in the 2022 Consumer Confidence Report in accordance with CCR, Title 22, Section 64481, subdivision (g)(1).

All submittals required pursuant to this Citation shall be addressed to:

Stephen Watson, P.E.
Lassen District Engineer
Drinking Water Field Operations
State Water Resources Control Board
Division of Drinking Water
364 Knollcrest Drive, Suite 101
Redding, CA 96002

Alternatively, submittals required by this Citation may be electronically submitted to the State Water Board at the following address:

DWPRedding@waterboards.ca.gov

The subject line for all electronic submittals corresponding to this Citation must include the following information: City of Loyalton 4610001, Citation No. 01-02-22C-007, and title of the document being submitted.

As used in this Citation, the date of issuance shall be the date of this Citation; and the date of service shall be the date of service of this Citation, personal or by certified mail, on the water system.

Nothing in this Citation relieves the City of its obligation to meet the requirements of Health and Safety Code, Division 104, Part 12, Chapter 4 (California Safe Drinking Water Act), or any regulation, permit, standard or order issued or adopted thereunder.

The Division reserves the right to make such modifications to this Citation, as it may deem necessary to protect public health and safety. Such modifications may be issued as amendments to this Citation and shall be effective upon issuance.

PARTIES BOUND

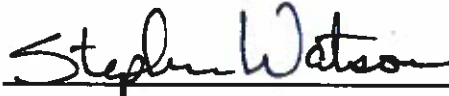
This Citation shall apply to and be binding upon the City, its owners, shareholders, officers, directors, agents, employees, contractors, successors, and assignees.

SEVERABILITY

The directives of this Citation are severable, and the City shall comply with each and every provision thereof notwithstanding the effectiveness of any provision.

FURTHER ENFORCEMENT ACTION

The California SDWA authorizes the State Water Board to issue a citation or order with assessment of administrative penalties to a public water system for violation or continued violation of the requirements of the California SDWA or any regulation, permit, standard, citation, or order issued or adopted thereunder including, but not limited to, failure to correct a violation identified in a citation or compliance order. The California SDWA also authorizes the State Water Board to take action to suspend or revoke a permit that has been issued to a public water system if the public water system has violated applicable law or regulations or has failed to comply with an order of the State Water Board, and to petition the superior court to take various enforcement measures against a public water system that has failed to comply with an order of the State Water Board. The State Water Board does not waive any further enforcement action by issuance of this Citation.



Stephen W. Watson, P.E.
Lassen District Engineer
Division of Drinking Water
State Water Resources Control Board

March 30, 2022

Date



Appendices:

1. Public Notification Template
2. Compliance Certification Form

Certified Mail No. 7017 0190 0000 6412 9090

APPENDIX 1. NOTIFICATION TEMPLATE

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.

Monitoring Requirements not met for City of Loyalton Domestic Water System

Our water system recently violated a drinking water standard. Although this incident was not an emergency, as our customers, you have a right to know what happened and what we did to correct the situation.

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During February 2022, we did not complete the required testing for total coliform bacteria.

What Should You Do?

There is nothing you need to do at this time.

What Happened? What Was Done?

Each month we are required to collect a routine bacteriological sample from the distribution system to test for the presence of total coliform bacteria. During February 2022, we failed to collect a routine sample. Because we did not collect the required sample, we are unable to know if the water being served to our customers was free of contamination during that time. However, samples that were collected during March 2022 have been absent of total coliform bacteria.

In the future, water system personnel plan to make arrangements to ensure the required routine bacteriological sample required by regulations is collected regardless of the access to the area.

For more information please contact Kathy LeBlanc, City Clerk, at (530) 993-6750.

APPENDIX 2. COMPLIANCE CERTIFICATION

Citation Number: 01-02-22C-007

Name of Water System: City of Loyalton

System Number: 4610001

Certification

I certify that the users of the water supplied by this water system were notified of the bacteriological monitoring violation of California Code of Regulations, Title 22, Section 64423 for the compliance period of February 2022 and the required actions listed below were completed.

| Required Action | Date Completed |
|--|----------------|
| <i>(Citation Directive 1) Public Notification</i> <i>Method(s) Used:</i> <hr/> <hr/> <hr/> | |

Signature of Water System Representative

Date

Attach a copy of the public notice distributed to the water system's customers.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE STATE WATER BOARD, DIVISION OF DRINKING WATER, NO LATER THAN MAY 10, 2022.

Disclosure: Be advised that the California Health and Safety Code, Sections 116725 and 116730 state that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the Safe Drinking Water Act may be liable for, respectively, a civil penalty not to exceed five thousand dollars (\$5,000) for each separate violation or, for continuing violations, for each day that violation continues, or be punished by a fine of not more than \$25,000 for each day of violation, or by imprisonment in the county jail not to exceed one year, or by both the fine and imprisonment.

Acknowledgement of Approval, City of Loyalton

The City of Loyalton acknowledges approval of the below listed reconciled Plumas Bank Accounts

| | | | | |
|------------------------|-----------|------------------|------------|------------|
| General Account (1956) | 3/31/2022 | (\$358,684.31) | Reconciled | 04/07/2022 |
| CDBG Account (0059) | 3/20/2022 | (\$11,645.85) | Reconciled | 03/29/2022 |
| F.D. Reserve (7243) | 3/31/2022 | (\$177,748.62) | Reconciled | 04/07/2022 |
| General Savings(0322) | 3/20/2022 | (\$29,437.46) | Reconciled | 03/29/2022 |
| Enterprise-W&S (0559) | 3/31/2022 | (\$336,266.77) | Reconciled | 04/07/2022 |
| WWTP Settle. (4387) | 3/31/2022 | (\$195,531.44) | Reconciled | 04/07/2022 |
| COVID (0998) | 3/31/2022 | (\$0.00) | Reconciled | 04/07/2022 |
| LAIF Account (496) | 3/31/2022 | (\$2,033,284.90) | Reconciled | 04/07/2022 |
| CalTrust (29130) | 3/31/2022 | (\$81,007.24) | Reconciled | 04/07/2022 |

This authorization took place at the council meeting held on 4/19/22 and will be further reflected in the council minutes of this meeting.

Authorized Signature

Sarah Jackson, Mayor, Dated 4/19/22

Acknowledgement of Approval, City of Loyalton

The City of Loyalton acknowledges approval of the below listed Transfer(s) of Funds.

| Transfer From | Transfer To | Date | Amount |
|---------------|---|-----------|----------------------|
| General Fund | Enterprise Loan MM 0559 Water Sewer | 5/06/2022 | 1,500.00 4,500.00 |
| General Fund | Enterprise Loan MM 0559 Water Sewer | 5/13/2022 | 1,500.00 4,500.00 |
| General Fund | Enterprise Loan MM 0559 Water Sewer | 5/20/2022 | 1,500.00 4,500.00 |
| General Fund | Enterprise Loan MM 0559 Water Sewer | 5/27/2022 | 1,500.00 4,500.00 |

THIS TOTAL

\$24,000.00

This authorization took place at the council meeting held on 4/19/2022 and will be further reflected in the council minutes of this meeting.

Authorized Signature

Sarah Jackson, Mayor, Dated 4/19/2022

| Type | Date | Num | Name | Memo | Paid Amount |
|--------------------------------|------------|-----|------|--|-------------|
| Enterprise Loan MM 0559 | | | | | |
| Transfer | 03/04/2022 | | | Funds Transfer | 1,500.00 |
| Transfer | 03/04/2022 | | | Funds Transfer | 4,500.00 |
| Transfer | 03/11/2022 | | | Funds Transfer | 1,500.00 |
| Transfer | 03/11/2022 | | | Funds Transfer | 4,500.00 |
| Transfer | 03/18/2022 | | | Funds Transfer | 1,500.00 |
| Transfer | 03/18/2022 | | | Funds Transfer | 4,500.00 |
| Transfer | 03/25/2022 | | | Funds Transfer | 1,500.00 |
| Transfer | 03/25/2022 | | | Funds Transfer | 4,500.00 |
| Bill Pmt -Ch... | 03/01/2022 | | USDA | Case 04-046-0946000364, 91-05 Auto ... | -19,815.75 |
| Check | 03/31/2022 | | | Service Charge | -2.00 |
| Total Enterprise Loan MM 0559 | | | | | 4,182.25 |

General Funds

General Checking 1956- NEW

| | | | | | |
|------------------|------------|--|-----------------------|------------------|-----------|
| Liability Che... | 03/04/2022 | | Employment Develop... | 69817369 | -177.76 |
| Liability Che... | 03/04/2022 | | US Treasury-941 | 94-6000364 | -1,003.42 |
| Liability Che... | 03/18/2022 | | Employment Develop... | 69817369 | -142.08 |
| Liability Che... | 03/18/2022 | | US Treasury-941 | 94-6000364 | -1,063.22 |
| Liability Che... | 03/16/2022 | | Employment Develop... | 69817369 | -149.19 |
| Liability Che... | 03/16/2022 | | US Treasury-941 | 94-6000364 | -996.78 |
| Transfer | 03/04/2022 | | | Funds Transfer | -1,500.00 |
| Transfer | 03/04/2022 | | | Funds Transfer | -4,500.00 |
| Transfer | 03/11/2022 | | | Funds Transfer | -1,500.00 |
| Transfer | 03/11/2022 | | | Funds Transfer | -4,500.00 |
| Transfer | 03/18/2022 | | | Funds Transfer | -1,500.00 |
| Transfer | 03/18/2022 | | | Funds Transfer | -4,500.00 |
| Transfer | 03/25/2022 | | | Funds Transfer | -1,500.00 |
| Transfer | 03/25/2022 | | | Funds Transfer | -4,500.00 |
| Check | 03/23/2022 | | Bank of America | 5472064000010235 | -733.59 |
| Check | 03/11/2022 | | Employment Develop... | 69817369 | -30.40 |

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04/07/22

Cash Basis

City of Loyaltton

Bills Paid

As of March 31, 2022

| Type | Date | Num | Name | Memo | Paid Amount |
|-----------------|------------|------|-----------------------------|-------------------------------|-------------|
| Check | 03/01/2022 | 7387 | John Cussins Retiree | March 2022 Pension Payment | -1,171.76 |
| Check | 03/01/2022 | 7388 | Patsy Jardin Retiree | March 2022 Pension Payment | -1,957.91 |
| Check | 03/01/2022 | 7389 | Donald Yegge Retiree | March 2022 Pension Payment | -513.55 |
| Check | 03/01/2022 | 7390 | Orville McGarity Retiree | March 2022 Pension Payment | -268.36 |
| Check | 03/01/2022 | 7391 | Sarah Jackson | March 2022 City Council | -150.00 |
| Check | 03/01/2022 | 7392 | Joy Markum | March 2022 City Council | -150.00 |
| Check | 03/01/2022 | 7393 | Jerry Gerow | March 2022 City Council | -150.00 |
| Check | 03/01/2022 | 7394 | Darlene Riede | March 2022 City Council | -150.00 |
| Check | 03/01/2022 | 7395 | Kathy LeBlanc | March 2022 City Clerk | -150.00 |
| Check | 03/01/2022 | 7396 | Postmaster | W/S Bills | -133.60 |
| Bill Pmt -Ch... | 03/01/2022 | 7397 | AT&T CALNET 3 | | -95.23 |
| Bill Pmt -Ch... | 03/01/2022 | 7398 | High Sierra Gas LLC | | -3,241.77 |
| Bill Pmt -Ch... | 03/01/2022 | 7399 | Ken Morgan | Well 3 Service | -517.50 |
| Bill Pmt -Ch... | 03/01/2022 | 7400 | Liberty Utilities | Fee renewal | -6,063.37 |
| Bill Pmt -Ch... | 03/01/2022 | 7401 | Postmaster | | -265.00 |
| Bill Pmt -Ch... | 03/02/2022 | 7402 | S.C.O.R.E. | | -3,254.94 |
| Bill Pmt -Ch... | 03/01/2022 | 7403 | Sheltons' Gas Heating... | | -2,990.18 |
| Bill Pmt -Ch... | 03/01/2022 | 7404 | Silver State Analytical ... | | -225.00 |
| Bill Pmt -Ch... | 03/01/2022 | 7405 | Verizon Wireless | 370745244-000001 | -98.87 |
| Paycheck | 03/04/2022 | 7406 | Xerox Corporation | 951429299 | -318.28 |
| Paycheck | 03/04/2022 | 7407 | LeBlanc, Katherine L | | -645.74 |
| Paycheck | 03/04/2022 | 7408 | Lundy, Justus | | -533.14 |
| Paycheck | 03/04/2022 | 7409 | Reeves, Jonathan | | -1,348.13 |
| Paycheck | 03/04/2022 | 7410 | Stockdale, Jamie | | -1,152.17 |
| Bill Pmt -Ch... | 03/01/2022 | 7412 | Sierra County Auditor | Police Contract | -1,250.00 |
| Bill Pmt -Ch... | 03/02/2022 | 7413 | Sierra County Tax Coll... | | -3,559.27 |
| Bill Pmt -Ch... | 03/09/2022 | 7415 | California State Contro... | Annual Street Report 20/21 FY | -1,625.13 |
| Bill Pmt -Ch... | 03/09/2022 | 7416 | Intermountain Disposa... | | -158.50 |
| Bill Pmt -Ch... | 03/09/2022 | 7417 | Napa Sierra | 02390 | -355.90 |
| Bill Pmt -Ch... | 03/09/2022 | 7418 | Pitney Bowes Lease | | -164.55 |
| Bill Pmt -Ch... | 03/09/2022 | 7419 | Plumas-Sierra Teleco... | | -218.00 |
| Bill Pmt -Ch... | 03/09/2022 | 7420 | Plumas Sierra Rural El... | | -3,170.96 |

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04/07/22

Cash Basis

City of Loyaltan
Bills Paid

As of March 31, 2022

| Type | Date | Num | Name | Memo | Paid Amount |
|-----------------|------------|------|-----------------------------|------------------------------|-------------|
| Bill Pmt -Ch... | 03/09/2022 | 7421 | Sierra Valley Home Ce... | 1100 | -42.88 |
| Bill Pmt -Ch... | 03/09/2022 | 7422 | Silver State Analytical ... | | -419.00 |
| Bill Pmt -Ch... | 03/09/2022 | 7423 | Xerox Corporation | 951429299 | -228.12 |
| Check | 03/08/2022 | 7424 | Misprint | VOID: | 0.00 |
| Check | 03/08/2022 | 7425 | Misprint | VOID: | 0.00 |
| Paycheck | 03/18/2022 | 7426 | LeBlanc, Katherine L | | -601.76 |
| Paycheck | 03/18/2022 | 7427 | Lundy, Justus | | -674.21 |
| Paycheck | 03/18/2022 | 7428 | Reeves, Jonathan | | -1,403.61 |
| Paycheck | 03/18/2022 | 7429 | Stockdale, Jamie | | -1,163.47 |
| Check | 03/16/2022 | 7430 | Jake Marsh | Prepositioning | -5,117.85 |
| Check | 03/16/2022 | 7431 | Ora Heaston | Prepositioning | -9,299.10 |
| Check | 03/16/2022 | 7432 | Robert Holbrook | Prepositioning | -5,151.20 |
| Check | 03/16/2022 | 7433 | Robert DeMartini | Prepositioning | -9,198.75 |
| Check | 03/16/2022 | 7434 | Christopher Patrick | Prepositioning | -3,345.00 |
| Check | 03/16/2022 | 7435 | Dale Simerson | Prepositioning | -9,700.50 |
| Check | 03/16/2022 | 7436 | Derrick Koch | Prepositioning | -15,387.00 |
| Check | 03/16/2022 | 7437 | Keith Jordan | Prepositioning | -401.40 |
| Check | 03/16/2022 | 7438 | Tristin Koch | Prepositioning | -1,271.10 |
| Check | 03/16/2022 | 7439 | Shawn Heywood | Prepositioning | -6,221.70 |
| Check | 03/16/2022 | 7440 | Kelly Heywood | Prepositioning | -1,605.60 |
| Check | 03/16/2022 | 7441 | Bob Bayly | Prepositioning | -535.20 |
| Check | 03/16/2022 | 7442 | John Pang | Prepositioning | -2,007.00 |
| Bill Pmt -Ch... | 03/23/2022 | 7452 | AT&T CALNET 3 | | -96.15 |
| Bill Pmt -Ch... | 03/23/2022 | 7453 | Farr West Engineering | | -10,496.00 |
| Bill Pmt -Ch... | 03/23/2022 | 7454 | High Sierra Gas LLC | | -3,141.39 |
| Bill Pmt -Ch... | 03/23/2022 | 7455 | Neighborhood Drain S... | | -400.00 |
| Bill Pmt -Ch... | 03/23/2022 | 7456 | Pitney Bowes Inc Purc... | 8000-9000-0953-9911 | -140.39 |
| Bill Pmt -Ch... | 03/23/2022 | 7457 | Santander Bank, N.A. | All-Poly Tanker Fire Payment | -15,536.20 |
| Bill Pmt -Ch... | 03/23/2022 | 7459 | Silver State Analytical ... | | -210.00 |
| Bill Pmt -Ch... | 03/30/2022 | 7461 | Thomas Connolly | Plan Check Fee Schedule | -1,014.44 |
| Check | 03/23/2022 | 7462 | Petty Cash (Jamie Sto... | Petty Cash | -15.78 |
| Check | 03/28/2022 | 7463 | Jamie M Stockdale | Mileage Reimbursement | -103.04 |

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04/07/22

Cash Basis

City of Loyaltton

Bills Paid

As of March 31, 2022

| Type | Date | Num | Name | Memo | Paid Amount |
|--|------------|------|-----------------------------|--------------------------------|-------------|
| Check | 03/30/2022 | 7468 | Postmaster | W/S Bills | -125.20 |
| Check | 03/30/2022 | 7469 | Kathy LeBlanc | Reimbursement for SCORE travel | -236.36 |
| Bill Pmt -Ch... | 03/30/2022 | 7470 | Clark Pest Control of ... | Pest Control | -100.00 |
| Bill Pmt -Ch... | 03/30/2022 | 7471 | Current Electric & Alar... | System Monitoring | -120.00 |
| Bill Pmt -Ch... | 03/30/2022 | 7472 | Flag Store | | -144.04 |
| Bill Pmt -Ch... | 03/30/2022 | 7473 | Intermountain Dispos... | | -158.50 |
| Bill Pmt -Ch... | 03/30/2022 | 7474 | Kelly Champion | | -490.00 |
| Bill Pmt -Ch... | 03/30/2022 | 7475 | Liberty Utilities | | -5,984.70 |
| Bill Pmt -Ch... | 03/30/2022 | 7476 | Sierra Valley Home Ce... | 1100 | -179.55 |
| Bill Pmt -Ch... | 03/30/2022 | 7477 | Silver State Analytical ... | | -889.00 |
| Bill Pmt -Ch... | 03/30/2022 | 7478 | Verizon Wireless | 370745244-000001 | -98.87 |
| Check | 03/30/2022 | 7479 | United States Treasury | 4th Quarter 2019 | -153.01 |
| Total General Checking 1956- NEW | | | | | -177,950.32 |
| General Contingency Saving 0322 | | | | | |
| Total General Contingency Saving 0322 | | | | | |
| Total General Funds | | | | | -177,950.32 |
| Designated Funds | | | | | |
| WWTP Settlement MM 4321 | | | | | |
| Total WWTP Settlement MM 4321 | | | | | |
| WWTP Construction 1990 | | | | | |
| Total WWTP Construction 1990 | | | | | |
| Community Dev Block Grant 0059 | | | | | |
| Total Community Dev Block Grant 0059 | | | | | |
| Total Designated Funds | | | | | |

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04/07/22

Cash Basis

City of Loyaltyon

Bills Paid

As of March 31, 2022

| Type | Date | Num | Name | Memo | Paid Amount |
|--------------|------|-----|------|------|--------------------|
| TOTAL | | | | | -173,768.07 |

Acknowledgement of Approval, City of Loyalton

The City of Loyalton acknowledges approval of the below listed Transfer(s) of Funds.

| Transfer From | Transfer To | Date | Amount |
|---------------|-------------------------|-----------|----------|
| General Fund | Enterprise Loan MM 0559 | 5/06/2022 | |
| | Water | | 1,500.00 |
| | Sewer | | 4,500.00 |
| General Fund | Enterprise Loan MM 0559 | 5/13/2022 | |
| | Water | | 1,500.00 |
| | Sewer | | 4,500.00 |
| General Fund | Enterprise Loan MM 0559 | 5/20/2022 | |
| | Water | | 1,500.00 |
| | Sewer | | 4,500.00 |
| General Fund | Enterprise Loan MM 0559 | 5/27/2022 | |
| | Water | | 1,500.00 |
| | Sewer | | 4,500.00 |

THIS TOTAL

\$24,000.00

This authorization took place at the council meeting held on 4/19/2022 and will be further reflected in the council minutes of this meeting.

Authorized Signature Sarah Jackson, Mayor, Dated 4/19/2022

**City of Loyalton General
 Profit & Loss Budget vs. Actual
 July 2021 through March 2022**

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|--|-------------------------|------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Donations | 1,000.00 | |
| Property Taxes | | |
| Homeowners | 425.44 | |
| Clerk Fees | 793.10 | |
| Secured | 22,256.23 | |
| Unsecured | 1,311.58 | |
| Prior Year | 289.77 | |
| Property Taxes - Other | 0.00 | 46,400.00 |
| Total Property Taxes | <u>25,076.12</u> | <u>46,400.00</u> |
| License & Fee Revenues | | |
| ADA Fee | 172.00 | |
| Sales & Use | 35,697.74 | 70,000.00 |
| Franchise | 7,994.66 | 7,347.00 |
| Business License | 5,189.00 | |
| License & Fee Revenues - Other | 0.00 | 5,000.00 |
| Total License & Fee Revenues | <u>49,053.40</u> | <u>82,347.00</u> |
| Intergovernmental - Federal | | |
| Other Federal Grants | 2,878.12 | |
| Total Intergovernmental - Federal | <u>2,878.12</u> | |
| Intergovernmental - State | | |
| LEAP Grant Revenue | 18,999.50 | 18,999.50 |
| Total Intergovernmental - State | <u>18,999.50</u> | <u>18,999.50</u> |
| Charges for Current Services | | |
| Permit & Fee Revenue | | |
| Building Permits | 8,657.72 | 5,000.00 |
| Permit & Fee Revenue - Other | -1,014.44 | |
| Total Permit & Fee Revenue | <u>7,643.28</u> | <u>5,000.00</u> |
| Copies & Faxes | 525.00 | 250.00 |
| Cemetery | | |
| Plots | 1,300.00 | 250.00 |
| Total Cemetery | <u>1,300.00</u> | <u>250.00</u> |
| Rent Income | | |
| Auditorium Rental | 260.00 | |
| Park Building Rent | 10,435.00 | |
| Social Hall | 195.00 | |
| Rent Income - Other | 0.00 | 11,480.00 |
| Total Rent Income | <u>10,890.00</u> | <u>11,480.00</u> |
| Total Charges for Current Services | <u>20,358.28</u> | <u>16,980.00</u> |
| Revenue Use of Money & Property | | |
| Dividend Income- CalTrust | 0.00 | 540.00 |

City of Loyalton General
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|--|-------------------------|-------------------|
| Interest Income | | |
| LAI Interest Income | 0.00 | 2,848.00 |
| Interest Income - Other | 31.06 | |
| Total Interest Income | <u>31.06</u> | <u>2,848.00</u> |
| Total Revenue Use of Money & Property | 31.06 | 3,388.00 |
| Miscellaneous Revenue | | |
| Other Income | 62.23 | |
| Total Miscellaneous Revenue | <u>62.23</u> | |
| Total Income | <u>117,458.71</u> | <u>168,114.50</u> |
| Gross Profit | 117,458.71 | 168,114.50 |
| Expense | | |
| Small Tools & Equipment | | |
| Safety Equipment | 24.66 | |
| Small Tools & Equipment - Other | 67.69 | |
| Total Small Tools & Equipment | <u>92.35</u> | |
| Repairs & Maintenance | 1,372.28 | 1,500.00 |
| Building Repairs | 1,400.00 | 1,400.00 |
| Penalties & Interest | 109.33 | |
| Utilities | | |
| Security | 216.00 | 300.00 |
| Internet - Broadband | 147.15 | 200.00 |
| Propane | 14,140.87 | 8,500.00 |
| Electric | 2,462.79 | 5,000.00 |
| Garbage Disposal | 690.53 | 800.00 |
| Total Utilities | <u>17,657.34</u> | <u>14,800.00</u> |
| Equipment Repair & Maintenance | 383.28 | 500.00 |
| Taxes | | |
| Solid Waste Benefit Assessment | 4,799.32 | 4,640.00 |
| Taxes - Other | 9,908.44 | |
| Total Taxes | <u>14,707.76</u> | <u>4,640.00</u> |
| Salaries and Wages | | |
| Regular Wages | 11,441.81 | 13,000.00 |
| Part Time Wages | 11,510.81 | 12,700.00 |
| Payroll Tax Expense | 2,114.51 | 6,170.00 |
| Payroll Service Expense | 167.60 | |
| Total Salaries and Wages | <u>25,234.73</u> | <u>31,870.00</u> |
| Employee Benefits | | |
| Pension Pay Expense | 10,274.79 | 15,024.00 |
| Total Employee Benefits | <u>10,274.79</u> | <u>15,024.00</u> |
| Services and Supplies | | |
| Postage | 0.00 | 50.00 |
| Advertising | 243.65 | 250.00 |

City of Loyalton General
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|------------------------------------|--------------------------|--------------------------|
| Automobile Expense | | |
| Fuel | 234.14 | |
| Automobile Expense - Other | 0.00 | 500.00 |
| Total Automobile Expense | <u>234.14</u> | <u>500.00</u> |
| Bank Service Charges | 29.00 | |
| Contracted Services | | |
| Housing Element | 11,310.63 | |
| Health/Drug Screening | 37.32 | |
| Professional Fees | 1,514.60 | 5,500.00 |
| Legal Fees | 3,825.00 | 4,500.00 |
| Auditing Expense | 2,248.50 | 3,000.00 |
| Accounting & Financial | 2,481.50 | 2,500.00 |
| Law Enforcement | 3,750.00 | 15,000.00 |
| Council Expense | | |
| City Clerk | 1,350.00 | |
| Council Expense - Other | 5,700.00 | 10,800.00 |
| Total Council Expense | <u>7,050.00</u> | <u>10,800.00</u> |
| Contracted Services - Other | 6,827.38 | 11,310.63 |
| Total Contracted Services | <u>39,044.93</u> | <u>52,610.63</u> |
| Dues and Subscriptions | -56.81 | 100.00 |
| Insurance | | |
| Workers Comp. | 704.53 | 1,409.00 |
| Liability Insurance | 2,026.90 | 3,606.00 |
| Property Insurance | 4,903.53 | 10,216.00 |
| Travel for SCORE | 236.36 | |
| Insurance - Other | 1,140.50 | |
| Total Insurance | <u>9,011.82</u> | <u>15,231.00</u> |
| Office Expense | 2,013.48 | 1,750.00 |
| Repairs | 63.26 | |
| Operating Supplies | 785.44 | 800.00 |
| Telephone | 181.09 | 225.00 |
| Travel | 682.36 | |
| Total Services and Supplies | <u>52,232.36</u> | <u>71,516.63</u> |
| Total Expense | <u>123,464.22</u> | <u>141,250.63</u> |
| Net Ordinary Income | -6,005.51 | 26,863.87 |
| Other Income/Expense | | |
| Other Expense | | |
| Transfers Out | 10,000.00 | 10,000.00 |
| Capital Outlay | 0.00 | 30,000.00 |
| Total Other Expense | <u>10,000.00</u> | <u>40,000.00</u> |
| Net Other Income | -10,000.00 | -40,000.00 |
| Net Income | <u><u>-16,005.51</u></u> | <u><u>-13,136.13</u></u> |

City of Loyalton Water
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|---|-------------------------|-------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Enterprise Income | | |
| Water Service Income | 253,541.38 | 284,200.00 |
| Charges for Services Misc | 705.05 | |
| Total Enterprise Income | <u>254,246.43</u> | <u>284,200.00</u> |
| Total Income | <u>254,246.43</u> | <u>284,200.00</u> |
| Gross Profit | <u>254,246.43</u> | <u>284,200.00</u> |
| Expense | | |
| Small Tools & Equipment | | |
| Safety Equipment | 0.00 | 150.00 |
| Small Tools & Equipment - Other | 33.85 | 1,000.00 |
| Total Small Tools & Equipment | <u>33.85</u> | <u>1,150.00</u> |
| Repairs & Maintenance | 23,869.28 | 5,000.00 |
| Utilities | | |
| Security | 72.00 | 75.00 |
| Internet - Broadband | 392.40 | 550.00 |
| Propane | 997.84 | 1,500.00 |
| Electric | 39,424.74 | 65,500.00 |
| Garbage Disposal | 84.19 | 85.00 |
| Total Utilities | <u>40,971.17</u> | <u>67,710.00</u> |
| Equipment Repair & Maintenance | 1,681.85 | 3,000.00 |
| Taxes | | |
| Solid Waste Benefit Assessment | 174.85 | 250.00 |
| Total Taxes | <u>174.85</u> | <u>250.00</u> |
| Salaries and Wages | | |
| Regular Wages | 9,870.47 | 20,000.00 |
| Part Time Wages | 12,483.89 | 25,300.00 |
| Payroll Tax Expense | 1,934.61 | 4,000.00 |
| Payroll Service Expense | 177.80 | 25.00 |
| Total Salaries and Wages | <u>24,466.77</u> | <u>49,325.00</u> |
| Employee Benefits | | |
| Pension Pay Expense | 12,464.78 | 23,431.00 |
| Health Insurance | 477.36 | 990.00 |
| Total Employee Benefits | <u>12,942.14</u> | <u>24,421.00</u> |
| Services and Supplies | | |
| Postage | 1,289.54 | 1,000.00 |
| Advertising | 41.25 | 0.00 |
| Automobile Expense | | |
| Fuel | 641.55 | 700.00 |
| Automobile Expense - Other | 0.00 | 1,000.00 |
| Total Automobile Expense | <u>641.55</u> | <u>1,700.00</u> |

City of Loyalton Water
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|------------------------------------|-------------------------|--------------------------|
| Bank Service Charges | 86.67 | 50.00 |
| Chemicals | 4,219.17 | 2,000.00 |
| Contracted Services | | |
| Health/Drug Screening | 65.34 | 350.00 |
| Professional Fees | 3,026.10 | 10,500.00 |
| Legal Fees | 2,575.00 | 500.00 |
| Auditing Expense | 4,497.00 | 5,130.00 |
| Accounting & Financial | 133.00 | 3,000.00 |
| Testing | 1,109.00 | 5,000.00 |
| Contracted Services - Other | 5,271.81 | |
| Total Contracted Services | <u>16,677.25</u> | <u>24,480.00</u> |
| Dues and Subscriptions | 1,483.04 | 1,300.00 |
| Insurance | | |
| Workers Comp. | 5,636.22 | 9,875.00 |
| Liability Insurance | 8,107.58 | 9,600.00 |
| Property Insurance | 10,624.33 | 13,280.00 |
| Insurance - Other | 94.50 | |
| Total Insurance | <u>24,462.63</u> | <u>32,755.00</u> |
| Licenses and Permits | 4,002.00 | 4,000.00 |
| Office Expense | 917.64 | 1,500.00 |
| Repairs | 250.00 | |
| Operating Supplies | 1,866.68 | 1,550.00 |
| Telephone | 783.04 | 1,134.00 |
| Total Services and Supplies | <u>56,720.46</u> | <u>71,469.00</u> |
| Total Expense | <u>160,860.37</u> | <u>222,325.00</u> |
| Net Ordinary Income | 93,386.06 | 61,875.00 |
| Other Income/Expense | | |
| Other Expense | | |
| Debt Service | | |
| USDA Loan 91-05 Water | 21,600.00 | 20,600.00 |
| Interest Expense | | |
| Interest 91-05 Water | 40,117.50 | 42,000.00 |
| Total Interest Expense | <u>40,117.50</u> | <u>42,000.00</u> |
| Total Debt Service | <u>61,717.50</u> | <u>62,600.00</u> |
| Capital Outlay | 0.00 | 9,799.00 |
| Total Other Expense | <u>61,717.50</u> | <u>72,399.00</u> |
| Net Other Income | <u>-61,717.50</u> | <u>-72,399.00</u> |
| Net Income | <u><u>31,668.56</u></u> | <u><u>-10,524.00</u></u> |

City of Loyalton Sewer
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|--|-------------------------|-------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Enterprise Income | | |
| Sewer Service Income | 299,559.35 | 394,000.00 |
| Total Enterprise Income | <u>299,559.35</u> | <u>394,000.00</u> |
| Revenue Use of Money & Property | | |
| Dividend Income- CalTrust | -450.49 | |
| Interest Income | | |
| LAIF Interest Income | 4,063.34 | 6,052.00 |
| Interest Income - Other | 117.38 | |
| Total Interest Income | <u>4,180.72</u> | <u>6,052.00</u> |
| Total Revenue Use of Money & Prop | <u>3,730.23</u> | <u>6,052.00</u> |
| Total Income | <u>303,289.58</u> | <u>400,052.00</u> |
| Gross Profit | <u>303,289.58</u> | <u>400,052.00</u> |
| Expense | | |
| Small Tools & Equipment | | |
| Safety Equipment | 0.00 | 100.00 |
| Small Tools & Equipment - Other | 47.78 | 500.00 |
| Total Small Tools & Equipment | <u>47.78</u> | <u>600.00</u> |
| Repairs & Maintenance | 2,007.54 | 8,000.00 |
| Building Repairs | 307.50 | 350.00 |
| Utilities | | |
| Security | 72.00 | 75.00 |
| Internet - Broadband | 392.40 | 530.00 |
| Propane | 2,183.49 | 3,600.00 |
| Electric | 36,501.10 | 34,500.00 |
| Garbage Disposal | 493.44 | 650.00 |
| Total Utilities | <u>39,642.43</u> | <u>39,355.00</u> |
| Equipment Repair & Maintenance | 1,047.35 | 8,500.00 |
| Taxes | | |
| Solid Waste Benefit Assessment | 884.21 | 860.00 |
| Total Taxes | <u>884.21</u> | <u>860.00</u> |
| Salaries and Wages | | |
| Regular Wages | 15,468.43 | 22,850.00 |
| Part Time Wages | 13,034.31 | 18,900.00 |
| Payroll Tax Expense | 2,397.39 | 6,094.00 |
| Payroll Service Expense | 177.80 | |
| Total Salaries and Wages | <u>31,077.93</u> | <u>47,844.00</u> |
| Employee Benefits | | |
| Pension Pay Expense | 12,464.65 | 23,431.00 |
| Health Insurance | 477.34 | 477.00 |
| Total Employee Benefits | <u>12,941.99</u> | <u>23,908.00</u> |

City of Loyalton Sewer
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|------------------------------------|-------------------------|-------------------|
| Services and Supplies | | |
| Postage | 1,289.51 | 1,200.00 |
| Advertising | 310.75 | 325.00 |
| Automobile Expense | | |
| Fuel | 1,090.34 | 1,500.00 |
| Automobile Expense - Other | 0.00 | 500.00 |
| Total Automobile Expense | <u>1,090.34</u> | <u>2,000.00</u> |
| Bank Service Charges | 173.33 | 200.00 |
| Chemicals | 0.00 | 0.00 |
| Contracted Services | | |
| Health/Drug Screening | 65.34 | 65.00 |
| Professional Fees | 5,663.60 | 14,050.00 |
| Legal Fees | 2,025.00 | 2,025.00 |
| Auditing Expense | 4,497.00 | 6,000.00 |
| Accounting & Financial | 133.00 | 1,200.00 |
| Testing | 5,545.00 | 7,250.00 |
| Contracted Services - Other | 7,318.31 | |
| Total Contracted Services | <u>25,247.25</u> | <u>30,590.00</u> |
| Dues and Subscriptions | 110.23 | 1,500.00 |
| Insurance | | |
| Workers Comp. | 5,636.22 | 8,779.00 |
| Liability Insurance | 8,107.58 | 9,600.00 |
| Property Insurance | 10,624.33 | 13,280.00 |
| Insurance - Other | 94.50 | |
| Total Insurance | <u>24,462.63</u> | <u>31,659.00</u> |
| Licenses and Permits | 0.00 | 21,000.00 |
| Office Expense | 939.08 | 1,000.00 |
| Operating Supplies | 1,533.63 | 4,000.00 |
| Telephone | 1,134.52 | 1,134.00 |
| Total Services and Supplies | <u>56,291.27</u> | <u>94,608.00</u> |
| Total Expense | <u>144,248.00</u> | <u>224,025.00</u> |
| Net Ordinary Income | 159,041.58 | 176,027.00 |
| Other Income/Expense | | |
| Other Expense | | |
| Debt Service | | |
| USDA Loan 92-07 Sewer | 71,000.00 | |
| USDA Loan 92-03 Sewer | 5,300.00 | |
| USDA Loan 92-01 Sewer | 37,500.00 | |
| Interest Expense | | |
| Interest 92-01 Sewer | 30,779.43 | 34,025.00 |
| Interest 92-03 Sewer | 4,641.33 | 5,098.00 |
| Interest 92-07 Sewer | <u>72,937.50</u> | <u>76,387.00</u> |

City of Loyaltan Sewer
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|----------------------------|--------------------------|--------------------------|
| Total Interest Expense | 108,358.26 | 115,510.00 |
| Debt Service - Other | 0.00 | 106,540.00 |
| Total Debt Service | <u>222,158.26</u> | <u>222,050.00</u> |
| Total Other Expense | <u>222,158.26</u> | <u>222,050.00</u> |
| Net Other Income | <u>-222,158.26</u> | <u>-222,050.00</u> |
| Net Income | <u>-63,116.68</u> | <u>-46,023.00</u> |

City of Loyalton Street
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|---|-------------------------|------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Intergovernmental - State | | |
| Road Maintenance & Rehab | 11,543.29 | 16,000.00 |
| VLF Swap | 16,334.20 | 31,000.00 |
| Traffic Congestion Relief | 0.00 | 850.00 |
| Highway Users Tax | | |
| 2103 (Gas Tax) | 4,305.10 | 5,550.00 |
| 2105 | 2,915.59 | 3,900.00 |
| 2106 | 4,178.42 | 6,000.00 |
| 2107 | 3,229.47 | 5,400.00 |
| 2107.5 | 1,000.00 | 1,000.00 |
| Total Highway Users Tax | <u>15,628.58</u> | <u>21,850.00</u> |
| Total Intergovernmental - State | <u>43,506.07</u> | <u>69,700.00</u> |
| Total Income | <u>43,506.07</u> | <u>69,700.00</u> |
| Gross Profit | <u>43,506.07</u> | <u>69,700.00</u> |
| Expense | | |
| Small Tools & Equipment | | |
| Safety Equipment | 0.00 | 500.00 |
| Small Tools & Equipment - Other | 0.00 | 1,000.00 |
| Total Small Tools & Equipment | <u>0.00</u> | <u>1,500.00</u> |
| Repairs & Maintenance | 3,293.58 | 8,500.00 |
| Utilities | | |
| Internet - Broadband | 49.05 | 75.00 |
| Propane | 997.82 | 850.00 |
| Electric | 18,264.37 | 26,758.00 |
| Garbage Disposal | 54.87 | 31.00 |
| Total Utilities | <u>19,366.11</u> | <u>27,714.00</u> |
| Equipment Repair & Maintenance | 738.20 | 2,730.00 |
| Taxes | | |
| Solid Waste Benefit Assessment | 205.76 | 70.00 |
| Total Taxes | <u>205.76</u> | <u>70.00</u> |
| Salaries and Wages | | |
| Regular Wages | 1,969.29 | 8,700.00 |
| Part Time Wages | 580.00 | 760.00 |
| Payroll Tax Expense | 251.02 | 843.00 |
| Payroll Service Expense | 50.80 | |
| Total Salaries and Wages | <u>2,851.11</u> | <u>10,303.00</u> |
| Services and Supplies | | |
| Postage | 0.00 | 60.00 |
| Automobile Expense | | |
| Fuel | <u>1,119.97</u> | <u>1,600.00</u> |

City of Loyaltown Street
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|------------------------------------|-------------------------|------------------|
| Total Automobile Expense | 1,119.97 | 1,600.00 |
| Contracted Services | | |
| Professional Fees | 1,296.90 | 4,500.00 |
| Legal Fees | 175.00 | |
| Auditing Expense | 3,873.63 | 2,300.00 |
| Accounting & Financial | 31.50 | 1,000.00 |
| Contracted Services - Other | 1,853.06 | 1,000.00 |
| Total Contracted Services | <u>7,230.09</u> | <u>8,800.00</u> |
| Dues and Subscriptions | 0.00 | 50.00 |
| Insurance | | |
| Workers Comp. | 704.53 | 1,218.00 |
| Liability Insurance | 2,026.90 | 2,388.00 |
| Property Insurance | 3,269.04 | 5,721.00 |
| Insurance - Other | 13.50 | |
| Total Insurance | <u>6,013.97</u> | <u>9,327.00</u> |
| Office Expense | 246.05 | |
| Operating Supplies | 432.40 | 350.00 |
| Telephone | 9.72 | 40.00 |
| Total Services and Supplies | <u>15,052.20</u> | <u>20,227.00</u> |
| Total Expense | <u>41,506.96</u> | <u>71,044.00</u> |
| Net Ordinary Income | 1,999.11 | -1,344.00 |
| Net Income | <u>1,999.11</u> | <u>-1,344.00</u> |

City of Loyalton Fire
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|---|-------------------------|------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Transfer in to Fire Department | 0.00 | 10,000.00 |
| Transfer In | 10,000.00 | |
| Charges for Current Services | | |
| Service Area Revenue- Fire Prot | 24,235.06 | 40,800.00 |
| Charges for Current Services - Othe | 246.75 | |
| Total Charges for Current Services | <u>24,481.81</u> | <u>40,800.00</u> |
| Revenue Use of Money & Property | | |
| Interest Income | 126.81 | 120.00 |
| Total Revenue Use of Money & Prope | <u>126.81</u> | <u>120.00</u> |
| Fire Fighting Revenue | | |
| Travel Fee/ Travel Admin | 311.43 | |
| Fire Fighting Revenue-Admin | 21,595.10 | |
| Fire Fighting Revenue-Engine Co | 144,843.24 | |
| Fire Fighting Revenue-Personnel | 213,872.55 | |
| Total Fire Fighting Revenue | <u>380,622.32</u> | |
| Total Income | <u>415,230.94</u> | <u>50,920.00</u> |
| Gross Profit | 415,230.94 | 50,920.00 |
| Expense | | |
| Fire Fighting Expenses | | |
| Fire Fighting Wages | 213,872.44 | |
| Fire Fighting Expenses - Other | 3,167.28 | |
| Total Fire Fighting Expenses | <u>217,039.72</u> | |
| Small Tools & Equipment | 10,591.31 | 8,500.00 |
| Repairs & Maintenance | 673.23 | 3,500.00 |
| Building Repairs | 0.00 | 500.00 |
| Utilities | | |
| Internet - Broadband | 981.00 | 1,308.00 |
| Propane | 2,781.41 | 1,643.00 |
| Electric | 3,665.06 | 4,457.00 |
| Garbage Disposal | 263.50 | 371.00 |
| Total Utilities | <u>7,690.97</u> | <u>7,779.00</u> |
| Equipment Repair & Maintenance | 10,731.02 | 6,930.00 |
| Taxes | | |
| Solid Waste Benefit Assessment | 1,054.40 | |
| Total Taxes | <u>1,054.40</u> | |
| Salaries and Wages | | |
| Part Time Wages | 366.51 | |
| Payroll Tax Expense | 28.31 | |
| Total Salaries and Wages | <u>394.82</u> | |
| Services and Supplies | | |

City of Loyalton Fire
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|------------------------------------|-------------------------|------------------|
| Postage | 38.50 | 35.00 |
| Advertising | 0.00 | 200.00 |
| Automobile Expense | | |
| Fuel | 1,461.87 | 3,724.00 |
| Automobile Expense - Other | 0.00 | 500.00 |
| Total Automobile Expense | <u>1,461.87</u> | <u>4,224.00</u> |
| Contracted Services | | |
| Health/Drug Screening | 0.00 | 1,560.00 |
| Professional Fees | 432.30 | 2,400.00 |
| Legal Fees | 0.00 | 500.00 |
| Auditing Expense | 1,499.00 | 1,850.00 |
| Accounting & Financial | 161.00 | 280.00 |
| Testing | 0.00 | 1,600.00 |
| Contracted Services - Other | 617.69 | |
| Total Contracted Services | <u>2,709.99</u> | <u>8,190.00</u> |
| Dues and Subscriptions | 0.00 | 202.00 |
| Insurance | | |
| Workers Comp. | 1,409.06 | 2,550.00 |
| Liability Insurance | 0.00 | 1,540.00 |
| Property Insurance | 3,269.02 | 1,000.00 |
| Insurance - Other | 27.00 | |
| Total Insurance | <u>4,705.08</u> | <u>5,090.00</u> |
| Miscellaneous | | |
| Meals | 60.10 | 500.00 |
| Total Miscellaneous | <u>60.10</u> | <u>500.00</u> |
| Office Expense | 15.00 | |
| Operating Supplies | 1,134.02 | 2,600.00 |
| Telephone | 529.76 | 660.00 |
| Training | -1,275.00 | 1,410.00 |
| Travel | 0.00 | 600.00 |
| Total Services and Supplies | <u>9,379.32</u> | <u>23,711.00</u> |
| Total Expense | <u>257,554.79</u> | <u>50,920.00</u> |
| Net Ordinary Income | 157,676.15 | 0.00 |
| Other Income/Expense | | |
| Other Expense | | |
| Debt Service | | |
| Water Tender Principal Payments | 13,500.25 | |
| Interest Expense | | |
| Interest Expense - Other | 2,035.95 | |
| Total Interest Expense | <u>2,035.95</u> | |
| Total Debt Service | <u>15,536.20</u> | |
| Total Other Expense | 15,536.20 | |

City of Loyalton Fire
Profit & Loss Budget vs. Actual
July 2021 through March 2022

| | <u>Jul '21 - Mar 22</u> | <u>Budget</u> |
|-------------------|-------------------------|---------------|
| Net Other Income | -15,536.20 | |
| Net Income | 142,139.95 | 0.00 |

2017-025

March 21, 2017

**LEASE AGREEMENT
BY AND BETWEEN
CITY OF LOYALTON
AND
COUNTY OF SIERRA
FOR
105 BECKWITH STREET, LOYALTON, CA**

{00581069 DOCX 4 } _____ TENANT(S) SIGNATURE

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{00581069 DOCX 4 } _____ TENANT(S) SIGNATURE

LEASE AGREEMENT

This Lease Agreement is made and entered into, by and between the CITY OF LOYALTON, a California municipal corporation, hereinafter referred to as CITY, and the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as TENANT. CITY and TENANT are sometimes hereafter each singularly referred to as "PARTY" and collectively referred to as the "PARTIES." CITY and TENANT agree as follows:

BASIC LEASE INFORMATION

This Basic Lease Information is an integral part of this Lease Agreement and all of the terms hereof are incorporated into this Lease Agreement in all respects. In addition to the other provisions which are elsewhere defined in this Lease Agreement, the following, whenever used in this Lease Agreement shall have the meanings set forth below:

Premises: The north wing of the wood-framed, one-story building of approximately 1344 square feet for TENANT'S exclusive use, and the surrounding common areas including walkways, landscaping, parking area and restrooms in the Social Hall for TENANT'S non-exclusive use, commonly referred to as the Loyalton Social Hall, located at 105 Beckwith Street, Loyalton, CA 96118, (APN) and as depicted on the attached Exhibit A-1 ("Premises") and A-2 ("Floor Plans").

Premises Address: 105 Beckwith Street, County of Sierra, Loyalton, California, 96118.

Condition of Premises: TENANT agrees to accept the Premises in an "as is" condition without any representation or warranty from CITY as to its condition, except that CITY shall install new carpet in the two offices in the Premises as depicted in Exhibit A-2 within thirty (30) days of the date that this Lease Agreement is fully executed by the Parties and shall provide paint to TENANT for Tenant to paint the interior of the Premises.

Lease Term: The Term of this Lease Agreement shall be for five (5) years, commencing on the date of execution by CITY. This Lease Agreement shall commence upon the execution of this Lease Agreement (the "Effective Date") by both parties. The rental term shall begin on the Effective Date and shall expire on the last day of the fifth (5th) Lease Year (the "Initial Term"). For the purposes of this Lease Agreement, "Lease Year" shall mean for a period of twelve (12) consecutive calendar months beginning with the first day of the first calendar month immediately following the Effective Date.

Early Termination: Either Party may terminate this AGREEMENT in whole or in part, for convenience upon written notice to either Party specifying the extent of the termination and its effective date, and provide either Party with at least one hundred twenty (120) days' notice.

Renewal Options: This Lease Agreement may be renewed for one (1) one year with prior written consent of the CITY, which may not be unreasonably withheld. The one-year option shall be exercised, if at all, by written notice from TENANT to CITY no later than ninety (90) days prior to termination of the existing Lease Term. Following receipt of said notice from TENANT, CITY shall provide its written consent or if refusing, the basis of said refusal.

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2017-025

March 21, 2017

Use: The Premises may be occupied and used as TENANT's offices and to provide services to the public.

Rent: Subject to Section 4 Rent, Rent shall commence at One Thousand Dollars (\$1,000.00) per month, payable in advance on or before the first day of each month during the Term of the Lease.

Utilities: TENANT shall pay for all public utility costs in connection with the use and occupancy of the Premises including, but not limited to, electricity, gas, water, sewer, garbage disposal and telephone and cable service subject to Section 9 Utilities.

Janitorial: Janitorial services are subject to the desires of TENANT.

Notices:

CITY'S Address:

Clerk of the City Council
City of Loyalton
P.O. Box 128
Loyalton, CA 96118
Phone: (530) 993-6750

TENANT'S Address:

Clerk of the Board of Supervisors
County of Sierra
P.O. Drawer D
Downieville, CA 95936
Phone:
Fax:

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{00581069 DOCX 4 } _____ TENANT(S) SIGNATURE

LEASE AGREEMENT

1. GRANTING CLAUSE

For and in consideration of the Rent and of the covenants, conditions and agreements herein contained, CITY hereby leases to TENANT, and TENANT hereby leases from CITY, the Premises referred to in the Basic Lease Information above, to have and to hold for the Lease Term, subject to all of the terms, covenants and conditions set forth in this Lease Agreement.

2. PREMISES

2.1. Premises

Pursuant to the Basic Lease Information and Exhibit A-1 and A-2 attached hereto, TENANT is leased the north wing of the wood-framed, one-story building of approximately 1344 square feet for TENANT'S exclusive use, and the surrounding common areas including walkways, landscaping, parking area and restrooms in the Social Hall for TENANT'S non-exclusive use, commonly referred to as the Loyalton Social Hall, located at 105 Beckwith Street, Loyalton, CA 96118, (APN) subject to the terms set forth in this Lease Agreement.

2.2. Condition of Premises

CITY makes no representation, expressed or implied, as to the structural, mechanical or operational quality or suitability of the Premises; or to the building's or property's compliance with any applicable building codes or other regulations; or to the quality, dependability or quantity of utility services provided by CITY. TENANT agrees to accept the Premises in an "as is" condition without any representation or warranty from CITY as to its condition. Notwithstanding the foregoing, CITY shall install new carpet in the two offices in the Premises as depicted in Exhibit A-2 within thirty (30) days of the date that this Lease Agreement is fully executed by the Parties and shall provide paint to TENANT for Tenant to paint the interior of the Premises.

3. USE

3.1. Permitted Uses. Pursuant to the Basic Lease Information, the Premises shall be used, occupied and conducted exclusively as and only for the purposes set forth in the Basic Lease Information, TENANT's Use. CITY, at its sole discretion, may approve, in writing, other or additional uses.

3.2. Prohibited Uses.

- 3.2.1. TENANT shall not use, or permit said Premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Premises are hereby leased.
- 3.2.2. No use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance for the building in which said Premises may be located without the prior written approval of CITY.
- 3.2.3. TENANT shall not mark, drive nails, screw or drill into, penetrate, paint, or in any

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way deface the exterior walls, roof, foundations, bearing walls, columns, or pillars without the written consent of the CITY. The expense of repairing any damage resulting from a violation of this rule shall be borne by the TENANT.

- 3.2.4. TENANT shall not sell or permit to be kept, used or sold in or about said Premises, any article which may be prohibited by standard form of fire insurance policies.
- 3.2.5. Unless addressed as an authorized Use within Basic Lease Information, TENANT'S vehicles or commercial vehicles ("Vehicles"), including those Vehicles of TENANT'S officers, agents, clients, employees, or invitees may not be kept on the Premises. For purposes of this Lease Agreement, "kept" means storing Vehicles in parking areas in excess of any twenty-four (24) hour period.

4. RENT

- 4.1. The Rent for the Term of this Lease Agreement shall be One Thousand and No/100 Dollars (\$1,000.00) per month (the "Rent"), due and payable in advance on or before the first day of each month during the Term of the LEASE.
- 4.2. Additional Fees, Charges and Rentals. TENANT shall pay to CITY the following additional fees, charges and rentals:
 - 4.2.1. In the event the CITY has paid any sum or sums, or has incurred any obligation or expense, for which TENANT has agreed to pay or reimburse CITY, or for which TENANT is otherwise responsible.
 - 4.2.2. TENANT obligations pursuant to this Section 4 shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by CITY, which may be added by CITY to any installment of fees, charges, and rents payable herein.

5. COMPLIANCE WITH LAWS

TENANT agrees to use the Premises in a lawful manner for the purposes stated in this lease.

6. PERMITS AND APPROVALS

TENANT shall acquire all necessary and applicable building and/or zoning permits and agency approvals and licenses necessary to conduct Tenant's Use of the Premises. TENANT shall have sole responsibility for the payment of fees as required for such permits or approvals. TENANT agrees to comply with all conditions of permits or licenses issued to TENANT for TENANT'S use of the Premises.

7. PARTIES OBLIGATIONS AND RESTRICTIONS

TENANT/CITY expressly agree to the following:

- 7.1. To comply with all covenants, conditions and obligations set forth in this Lease Agreement.
- 7.2. To keep the Premises as clean and sanitary as their condition permits;
- 7.3. TENANT shall dispose or have disposed all rubbish, garbage, and other waste in a safe

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and sanitary manner.

- 7.4. TENANT shall operate properly all electrical gas and plumbing fixtures and pipes and to keep them as clean and sanitary as their condition permits. The plumbing facilities shall be used solely for the purpose for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the TENANT. Using drainage fixtures for waste matter such as non-water based paints, toxic or hazardous substances, or grease-laden material shall constitute a breach of the Lease Agreement;
- 7.5. To refrain from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the Premises or the facilities, equipment, or appurtenances, or permitting any person on the Premises to commit such acts.
- 7.6. No Nuisance or Waste.
 - 7.6.1. TENANT agrees not to use or permit the use of the Premises in such manner that creates a nuisance thereon. TENANT shall not commit or permit the commission of waste on the Premises.
- 7.7. Use and Reasonable Fire and Public Liability Insurance.
 - 7.7.1. If the Premises is part of a building, TENANT shall, at its sole cost, ensure that the use of the Premises complies with any and all building insurance or applicable self-insurance requirements necessary for the maintenance of reasonable fire and public liability insurance or self-insurance, covering the Premises.
 - 7.7.2. , In accordance with state and federal law, the keeping of a service animal, (defined by state law as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) in the Premises by any person with a disability will be permitted.

8. UTILITIES

- 8.1. TENANT shall pay all public utility costs in connection with the use and occupancy of the Premises including, but not limited to, electricity, gas, water, sewer, garbage disposal , and telephone service. TENANT shall also pay all installation or hookup charges required for these services.
 - 8.1.1. TENANT's portion of the cost for electricity is difficult to determine, therefore, CITY shall credit Tenant one hundred dollars (\$100) from the total amount of the rent for the Premises and the CITY's Social Hall, which are served by the same electric meter. CITY shall provide TENANT with a bill for the electric service each month within ten (10) days from the date that the CITY' receives the electric from the electric service provider and TENANT shall pay the bill within ten (10) days of the date that it receives the bill from the CITY.
 - 8.1.2. TENANT agrees not to disturb, terminate, interrupt, tamper with, adjust or disconnect any utility service or submetering system or device. Violation of this Section is a material and substantial breach of the Lease Agreement and shall entitle CITY to all available remedies under the Lease Agreement or applicable laws.

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9. SIGNS

- 9.1. Any modifications or changes to signs shall require prior written consent by the CITY, which consent shall not be unreasonably withheld.
- 9.2. TENANT shall be required to provide and install all signage required by the Americans with Disabilities Act at TENANT's sole expense.

10. IMPROVEMENTS, MODIFICATIONS AND /OR ALTERATIONS

- 10.1. Improvements, modifications, and/or alterations to the Premises are permitted only with the prior written approval from the CITY.
- 10.2. Prior to making any improvements, modifications or alterations, TENANT shall submit to the CITY for its review, plans and specifications of each proposed improvement, modification or alteration. In the case of an approval of the plans, the CITY has the authority to impose any reasonable conditions thereon. The CITY Services may deny the proposal if the CITY determines, in its sole discretion, that the proposed improvement, modification and/or alteration is not in the best interests of the CITY and the Premises. For purposes of this Lease Agreement, "best interests" means but is not limited to an assessment of whether the proposal satisfies any present or future improvement, modification and/or development plans of the Premises, whether the proposal complies with all applicable CITY Municipal Code provisions, whether the proposal complies with the terms and conditions of this Lease Agreement or with any Premises design standards or criteria.
- 10.3. In no event shall any improvements adversely affect the Premises. Any improvements for the sole benefit of TENANT, shall be performed at the sole expense of TENANT. Any damage caused to the Premises or underlying structure by TENANT'S modification, alteration, or improvement, shall be repaired at TENANT'S sole expense.
- 10.4. All modifications or additions of electrical or telecommunications equipment (e.g., electrical panels, telephones, call boxes, computer conduit and other office equipment) affixed to the Premises shall be subject to the approval of CITY. CITY will direct TENANT's electricians or other contractors as to where and how electrical cable/wiring and telephone and/or data wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the CITY.
- 10.5. TENANT shall comply with all local, State and Federal laws, rules and regulations including, but not limited to, the acquisition of appropriate building permits, planning approvals and applicable agency approvals. The TENANT shall have sole responsibility for the payment of any fees required for such permits or approvals. Any improvements, modifications and/or alterations by TENANT shall be in accordance and comply with the Americans with Disabilities Act and Title 24 of the State Building Code.

11. FIXTURES

- 11.1. Subject to obtaining all necessary approvals and permits, TENANT shall have the right, at its sole expense to install trade fixture(s) in the Premises. For purposes of this Lease Agreement, "trade fixture(s)" means an article that the TENANT has physically attached to the Premises to aid the TENANT in the Use of the Premises as described in the Basic

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Lease Information of this Lease Agreement. For the purposes of this Lease Agreement, trade fixture(s) may include machinery, partitions, furniture, furnishings, doors, bins, racks, special lighting fixtures. Trade fixture(s) may include area carpets, but shall not include wall to wall carpeting.

- 11.2. Unless otherwise agreed upon in writing by CITY and TENANT, such trade fixtures that can be easily removed without damage to the Premises shall remain the property of the TENANT and may be removed by TENANT at any time prior to the expiration or sooner termination of this Lease Agreement. TENANT shall, at its sole expense, immediately repair any damage occasioned by reason or removal of any such trade fixture.

12. REPAIRS AND MAINTENANCE

12.1. MAINTENANCE

TENANT shall maintain, service, and repair, at TENANT's sole expense, all portions of the Premises including the restrooms in the Social Hall,, and any adjoining grounds designated for TENANT's sole and exclusive use. Such maintenance shall include, but is not limited to, custodial services, routine maintenance, stair repair, window and door repair, painting, wall and ceiling repair, locks, flooring repairs, HVAC filters and ductwork, plumbing fixtures and plugged drains and toilets, replacement of electrical trim plates, electrical fixtures and devices, snow removal maintenance of any facilities installed by TENANT for his sole and exclusive use, and all maintenance by TENANT'S Use of the Premises. All such repairs shall be made in a professional and workmanlike manner.

12.2. LIGHT FIXTURES

TENANT shall be responsible for all maintenance, service and repairs to the light fixtures within the Premises, which shall include, but is not limited to, changing of incandescent light bulbs/ fluorescent tubes, ballast repairs and/or replacement and light cover replacement.

12.3. PLUMBING FIXTURES

TENANT shall be responsible for all maintenance, service and repairs to the plumbing fixtures within the Premises, which shall include, but is not limited to, leaky sinks, leaky faucets, leaky angle stops, malfunctioning flushometers, wax rings, tanks, and plumbing appliances.

12.4. LOCKSETS AND KEYWAYS

- 12.4.1. TENANT shall be responsible for all costs associated with acquiring additional keys. TENANT shall maintain the locksets on all exterior doors and provide a minimum of one set of keys to the City for emergency access to the Premises.

12.5. FIRE PROTECTION SYSTEMS

- 12.5.1. CITY retains sole jurisdiction and control of any existing fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, Ansul systems and chemical fire suppression systems, and

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shall provide, or arrange to provide, continuous maintenance and operation of the existing systems, unless otherwise provided in writing.

12.5.2. In the event that fire extinguishers need to be installed in the Premises, CITY shall be responsible for initial installation of portable fire extinguishers.

12.5.3. In the event of willful damage to, or theft of any extinguisher, the CITY shall perform required maintenance or repair or replacement. TENANT shall at no time modify or cause to be modified the fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, Ansul systems and chemical fire suppression systems, without prior written approval from the CITY.

12.6. CITY shall be responsible for all major repairs to roofs, exterior siding, and fire alarm systems supporting the Premises. Should the cost of any maintenance and repair go beyond what the CITY determines to be in the best interest of the CITY, CITY shall reserve the right, in its sole discretion, to postpone or cancel the repair work. To the extent that CITY, in its sole determination, determines that other maintenance or repair of the Premises is necessary, CITY will maintain or repair same to the condition that existed at the time of execution of this Lease Agreement.

12.7. In the case where it is the CITY'S obligation to perform said maintenance and repairs, the CITY does not assume any liability for failure to perform maintenance and repairs as set forth in this Section unless TENANT informs CITY in writing of the necessity of such maintenance and repairs.

13. STATUS OF EMPLOYEES

All persons performing services for TENANT on or in the Premises shall be solely employees or contractors of TENANT and not employees of CITY, except those persons expressly and directly employed by CITY.

14. INSURANCE COVERAGE

14.1. TENANT is a self-insured public entity and is a member of a public insurance pool with excess insurance coverage and shall, at its sole expense, shall keep such coverage in full force and effect during the entire Term of this Lease Agreement. TENANT may satisfy its obligation to provide insurance through self-insurance that is acceptable to CITY.

14.2. Failure to comply with this section shall be considered a material default of this Lease Agreement.

15. HOLD HARMLESS AND INDEMNIFICATION

15.1. Each Party shall indemnify and hold the other Party harmless from and defend the other Party against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by the Party, its agents, contractors, employees or invitees.

15.2. Each Party shall further indemnify and hold the other Party harmless from and against any and all claims arising from any act or negligence of such Party or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and

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liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Each Party shall be required to provide notice to the other Party within thirty (30) working days of the date when the Party is made aware of the occurrence of any such claim.

- 15.3. In case any action or proceeding is brought against a Party by reason of any such claim, the other Party, upon notice from the Party, shall defend the same at the other Party's expense provided, however, that the indemnifying Party shall not be liable for damage or injury occasioned by the negligent or intentional acts of CITY and its designated agents or employees. CITY shall be required to provide notice to TENANT within thirty (30) working days of the date when CITY is made aware of the occurrence of any such claim.

16. RELEASE OF LIABILITY

- 16.1. CITY shall not be liable for, and is hereby released from, all liability to TENANT, or to anyone else claiming under or through TENANT, for any loss or damage whatsoever to the Premises or effects of TENANT resulting from the discharge of water or other substances from pipes, sprinklers, conduits, containers, appurtenances thereof or fixtures thereto or from any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except to the extent caused by the negligence or willful misconduct of CITY, its employees or agents.
- 16.2. CITY shall also not be expected or required to pay any charge, assessment or imposition, or be under any obligation or liability hereunder with respect to TENANT's use of the Premises. All loss, costs, expenses and obligations of any kind relating to TENANT's use shall be paid by TENANT and TENANT shall indemnify, defend, and hold harmless CITY from any and all such loss, costs, expenses, and obligations.

17. AMERICANS WITH DISABILITIES ACT

- 17.1. TENANT acknowledges that it is aware of the provisions and requirements of the Americans with Disabilities Act (ADA) and is hereby notified that the Premises may not comply with the provisions of ADA. Copies of ADA Survey Results for the Premises are available for viewing by TENANT at the CITY offices and an appointment to view said results can be made by contacting the CITY at the CITY's phone number specified in the Basic Lease Information. By execution of this Lease Agreement, TENANT expressly acknowledges that said ADA Survey Results are available for review and that TENANT acknowledges and agrees that it is TENANT's sole responsibility to determine at TENANT's sole and absolute discretion, the suitability of the Premises for its intended use.
- 17.2. In case any action or proceeding is brought against TENANT or CITY in regard to compliance with ADA which is caused by Tenant's Use or occupancy of the Premises, TENANT shall indemnify and hold CITY harmless and shall reimburse CITY for all actual costs incurred by CITY including, but not limited to, expenses, attorney fees, litigation costs, or any expense sustained by CITY as a result of such action or proceeding.
- 17.3. In case any action or proceeding is brought against TENANT or CITY in regards to compliance with ADA which is caused by TENANT's use or occupancy of the Premises,

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CITY and TENANT reserve the right, at their sole discretion, to give the other Party a thirty (30) day written Notice of Termination. TENANT shall indemnify CITY for all damages and actual costs incurred by CITY including, but not limited to, staff time, expenses, attorney fees, litigation costs, or any expenses sustained by CITY as a result of such action or proceedings.

18. HAZARDOUS MATERIALS

- 18.1. "Hazardous Materials" shall mean any quantity of hazardous, toxic or otherwise dangerous substances, materials, or wastes, whether solid, liquid or gas, including but not limited to asbestos in any form, urea formaldehyde, PCB's, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, any radioactive substance, asbestos or asbestos containing materials, any infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound, or any other substance or material regulated by local, state or federal laws.
- 18.2. TENANT, its agents, employees, contractors or invitees shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, or released into the environment or disposed of in, on, under or about the Premises, without prior written consent of CITY. Failure to comply with this provision shall constitute a breach of this Lease Agreement.
- 18.3. CITY may permit the storage and use of Hazardous Materials on or in the Premises but said storage and use shall be limited to those Hazardous Materials identified with the authorized Use as set forth in the Basic Lease Information of this Lease Agreement. TENANT shall comply with the following:
 - 18.3.1. TENANT shall be responsible for all costs incurred in complying with any order, ruling or other requirement of any court or governmental body or agency having jurisdiction, which requires TENANT to comply with any local, State, and/or Federal laws, regulations, guidelines, codes or ordinances which relate to said Hazardous Materials. The costs shall include, without limitation, the cost of any required or necessary repair and/or cleanup or detoxification in the preparation of any closure or other required plan.
 - 18.3.2. Upon the expiration or sooner termination of this Lease Agreement, TENANT shall remove from the Premises at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials, which were brought upon, stored, used, generated or released into the environment by TENANT, its agents, employees, contractors or invitees.
 - 18.3.3. To the fullest extent permitted by law, TENANT shall indemnify, defend and hold CITY, its directors, officers, employees and agents free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in the value of use of rentable or useable space or of any amenity of the Premises and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) caused by, arising out of, or related to (1) the breach of any representation, warranty or covenant of TENANT contained in this Section or in Exhibit E, Rules and Regulations; or (2) the existence of Hazardous Materials, which CITY did not approve prior to

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presence, in, on, or about the Premises; or (3) the existence of Hazardous Materials, which were created, handled, placed, stored, used, transported or disposed of by TENANT without prior approval of CITY; or (4) TENANT'S use, creation, placement, storage, generation and/or transportation that is not in compliance with all Federal, State and CITY statutes and regulations; or (5) any such Hazardous Materials, with respect to which any court or governmental body or agency having jurisdiction, requires TENANT to undertake any repair, cleanup, detoxification or other remedial action, excluding any Hazardous Materials in the Premises that a governmental body or agency has established is the direct cause of CITY'S prior use of the Premises.

19. NET LEASE**20. DAMAGE OR DESTRUCTION**

If the Premises is damaged by fire, earthquake, act of God, or the elements of other casualty, CITY shall have the right, at its sole option, to terminate this Lease Agreement by giving written notice of termination to TENANT within sixty (60) days after the occurrence of such damage. Such termination shall be subject to Sections 4, 24, and 26.

21. INSPECTION

- 21.1. CITY may, upon request, **enter and inspect the Premises at any reasonable time during the hours of 8:00 a.m. to 5:00 p.m. PST, Monday through Friday.** In the event of fire, breach of security or other imminent catastrophe, CITY or its agents shall have the right, without liability, to use any reasonable means to obtain entry to the Premises, including, if necessary, forced entry. Any entry to the Premises obtained by CITY in such emergency shall not be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof except in the case of proof of CITY's failure to exercise due care for TENANT's property.
- 21.2. CITY shall have the right to enter onto the Premises to conduct tests, surveys and other studies as CITY may deem necessary during a date mutually agreed upon by the CITY and TENANT.
- 21.3. CITY shall be responsible for obtaining any required permits for all work performed on the Premises. All work shall be performed in compliance with all applicable laws and regulations. CITY shall be responsible for performing all work on the Premises in a safe professional manner, and shall take all reasonable precautions to avoid damage to the Premises. CITY shall be solely responsible for any damage that occurs to the Premises for such work. All work shall be performed under the direction of the CITY, at the sole cost to the CITY, and CITY will be responsible for payment of contractors, subcontractors and costs of lawful disposal of all materials.
- 21.4. TENANT shall make the Premises available to CITY or its representatives for the purpose of entering to make necessary or agreed repairs alterations, or improvements, or to supply necessary or agreed services. CITY and TENANT agree that twenty-four (24) hours' notice (oral or written) shall be reasonable and sufficient notice.

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22. SURRENDER

Upon expiration or sooner termination of the Term, TENANT must remove all personal property from the Premises and ensure all sub-tenants remove all of their personal property from the Premises. TENANT shall be prepared to surrender the Premises in satisfactory condition as determined solely by CITY, reasonable wear and tear excepted. TENANT shall leave the Premises in such condition that it shall not be in violation of any rules or regulations governing the condition of the Premises or in violation of any land-use, building, health or safety code.

23. HOLDOVER

If TENANT remains in possession of the Premises following the expiration or termination of this Lease Agreement, such holding over shall not be deemed to constitute an extension or renewal of this Lease Agreement, but shall merely create a tenancy from month to month, which either party hereto may terminate upon thirty (30) days advance written notice to the other. Such termination shall be subject to Section 24 Surrender. In the event of such holding over, all terms, promises, conditions and covenants in this Lease Agreement shall remain in full force and effect.

24. DEFAULT AND REMEDIES

- 24.1. Defaults by TENANT. TENANT shall be in default of this Lease Agreement for failure to perform any of the terms, covenants and conditions of this Lease Agreement, such failure remaining uncured for thirty (30) days after written notice thereof. If by reason of the nature of the breach, it cannot be cured within thirty (30) days, then within a time that would be reasonable if TENANT were to proceed with diligence to remedy the breach. Upon lapse of the aforesaid cure periods, CITY shall have all remedies available at law and in equity, without limitation, the right to terminate this Lease Agreement with no further obligation to TENANT.
- 24.2. Early Termination. Either party may terminate this Lease Agreement in whole or in part, for convenience upon written notice to either party specifying the extent of the termination and its effective date, provide either party with at least thirty (30) days' notice.
- 24.3. Defaults by CITY. If the CITY materially breaches this Lease Agreement, TENANT shall give CITY written notice of such breach, which requests that the breach be cured. If the breach is not cured: (i) within one hundred twenty (120) days after receipt by CITY of the notice of breach or (ii) if by reason of the nature of the breach, it cannot be cured within thirty (30) days, then within a time that would be reasonable if CITY were to proceed with diligence to remedy the breach, TENANT shall be entitled to any remedy available to it at law or equity.

25. NOTICES

- 25.1. "Notice" means any notice, demand, request or other communication or document to be provided under this Lease Agreement to a party to this Lease Agreement.
- 25.2. The Notice shall be in writing and shall be given to the party at its address set forth below, or such other address or facsimile number as the party may later specify for that

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purpose by Notice to the other party. Each Notice shall, for all purposes, be deemed given and received:

- 25.2.1. If hand-delivered to a party against receipted copy, when the copy of Notice is received;
- 25.2.2. If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or
- 25.2.3. If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the party specified below:

If to CITY:

Clerk of the City Council
City of Loyalton
P.O. Box 128
Loyalton, CA 96118
Phone: (530) 993-6750

If to TENANT:

Clerk of the Board of Supervisors
County of Sierra
P.O. Drawer D
Downieville, CA 95936
Phone:

- 25.3. The provisions above governing the date on which a Notice is deemed to have been received by a party to this Lease Agreement shall mean and refer to the date on which a party to this Lease Agreement, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.
- 25.4. If Notice is tendered under the provisions of this Lease Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Lease Agreement. The contrary notwithstanding, any Notice given to either party in a manner other than that provided in this Lease Agreement that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.

26. ASSIGNMENT AND SUBLETTING

- 26.1. TENANT may Sublease Premises with prior written consent from CITY. Any Sublease or License shall include provisions for Early Termination, Surrender, ADA, As-is, and Post

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Acquisition Tenant as approved in advance by the CITY.

- 26.2. TENANT shall review and obtain approval of proposed sublease terms and sublease documents with CITY prior to assigning or subletting the Premises.
- 26.3. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent or a waiver of the requirement to first obtain CITY'S written consent to any subsequent assignment, subletting or other transfer and any other requirement or obligation by TENANT set forth in this Section.
- 26.4. Unless waived by CITY in writing, consent by CITY to any assignment or subletting by TENANT shall not relieve TENANT of the obligations to be performed by TENANT under this Lease Agreement.
- 26.5. The acceptance of any Additional Rent by CITY from any other person for the Premises shall not be deemed to be a waiver of any requirements of this Section and/or the requirements and obligations by TENANT under this Lease Agreement.

27. MISCELLANEOUS

- 27.1. Waiver. Any waiver of any covenant, obligation or requirement under this Lease Agreement must be in writing and signed by both parties. Waiver by either party of a breach of any covenant or a waiver of any obligation of this Lease Agreement shall not constitute a waiver of any subsequent breach or obligation of this Lease Agreement.
- 27.2. Amendments. No revision or amendment to this Lease Agreement shall be valid unless made in writing and signed by duly authorized representatives of both parties.
- 27.3. Benefit. This Lease Agreement shall be binding upon and inure to the benefit of the successors and assigns (to the extent assignment is permitted) of each of the parties hereto.
- 27.4. Legal Jurisdiction. This Lease Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Lease Agreement, it shall be subject to interpretation under the laws of the State of California, and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Sierra, State of California. CITY and TENANT waive any federal court removal and/or original jurisdiction rights it may have.
- 27.5. Captions. The captions of the sections and paragraphs of this Lease Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any Section of this Lease Agreement. All references to paragraph and section numbers refer to paragraphs and sections in this Lease Agreement.
- 27.6. Defined Terms. CITY and TENANT agree that all provisions in this Lease Agreement are to be construed as terms, covenants, and conditions as though the words imparting such terms, conditions and covenants were used in each separate section or paragraph hereof.
- 27.7. Joint And Several Liability. This Lease Agreement is between CITY and each named TENANT, individually and severally. The named TENANTS are jointly and severally responsible and liable for the performance of all the terms, covenants and conditions contained in this Lease Agreement, including all Exhibits attached hereto.

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- 27.8. The PARTIES consider each and every term, covenant and provision of this Lease Agreement to be material and reasonable.
- 27.9. Severability. The invalidity of any term or provision of this Lease Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof. Each remaining term and provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 27.10. Force Majeure. Neither CITY nor TENANT shall be required to perform any term, condition or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil, riot, floods, and any other cause not reasonably within the control of CITY or TENANT (excluding financial inability) and which by the exercise of due diligence CITY or TENANT is unable, wholly or in part, to prevent or overcome. Once said performance is no longer delayed or prevented by force majeure, CITY and TENANT shall be required to perform all covenants and conditions of this Lease Agreement.
- 27.11. Time is of the Essence. Time is of the essence with respect to the obligations to be performed under this Lease Agreement.
- 27.12. Exhibits. The exhibits listed in both the Basic Lease Information and in this Lease Agreement are hereby incorporated herein as if set forth in full.
- 27.13. Entire Agreement. This Lease Agreement and any attachments or exhibits hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Lease Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Lease Agreement.
- 27.14. Construction and Interpretation. It is agreed and acknowledged by the parties that the provisions of this Lease Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Lease Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Lease Agreement.
- 27.15. Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.
- 27.16. Authority of the Mayor. The Mayor, or his designee, shall administer this Lease Agreement on behalf of the CITY. Unless otherwise provided herein or required by applicable law, the Mayor shall be vested with all rights, powers, and duties of the CITY hereunder. With respect to matters hereunder subject to the approval, satisfaction, or discretion of the CITY or the Director, the decision of the Director in such matters shall be final.

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March 21, 2017

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2017-025


March 21, 2017

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement, as to the date of execution by the CITY.

CITY OF LOYALTON


By: 
Mark Marin, Mayor

Date: 03/29/17

By: 
, City Clerk

Date: 3.30.17

APPROVED AS TO FORM: CITY ATTORNEY


By: 
Steven C. Gross, City Attorney

Date: 4/3/17

TENANT:

By: 
Chair of the Board of Supervisors

Date: 03.21.2017

By: 
Heather Foster, County Clerk

Date: 03-21-2017

APPROVED AS TO FORM: COUNTY COUNSEL

By: 
David A. Prentice, County Counsel

Date: MAR 21 2017

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2017-025

March 21, 2017

EXHIBIT A - 1 PREMISES
EXHIBIT A - 2 FLOOR PLANS
EXHIBIT B INSURANCE
EXHIBIT D CALIFORNIA REVENUE AND TAXATION CODE 107.6

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2017-025

March 21, 2017

EXHIBIT A-1

PREMISES

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2017-025

March 21, 2017

EXHIBIT A-2

FLOOR PLANS

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EXHIBIT B

INSURANCE REQUIREMENTS

1. INDEMNIFICATION:

TENANT shall indemnify and hold SIERRA CITY harmless from and defend SIERRA CITY against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by TENANT, its agents, contractors, employees or invitees

TENANT shall further indemnify and hold SIERRA CITY harmless from and against any and all claims arising from any act or negligence of TENANT or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such tort claim or any action or proceeding brought thereon. TENANT shall be required to provide notice to the SIERRA CITY within thirty (30) working days of the date when TENANT is made aware of the occurrence of any such tort claim.

In case any action or proceeding is brought against SIERRA CITY by reason of any such claim, TENANT, upon notice from SIERRA CITY, shall defend the same at TENANT'S expense provided, however, that TENANT shall not be liable for damage or injury occasioned by the negligent or intentional acts of SIERRA CITY and its designated agents or employees. SIERRA CITY shall be required to provide notice to TENANT within thirty (30) working days of the date when SIERRA CITY is made aware of the occurrence of any such government tort claim.

2.

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March 21, 2017

EXHIBIT D

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March 21, 2017

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BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF SIERRA COUNTY

RESOLUTION NO. 17- 045

WHEREAS, it has become necessary for the Sierra County Probation Department to vacate its current office space in the city of Loyalton, and

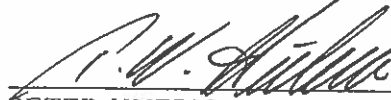
WHEREAS, another suitable location has been found in the city of Loyalton and which is to be rented from the city of Loyalton.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors approve the proposed lease for office space with the city of Loyalton

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 21st day of March, 2017 by the following vote:

AYES: Supervisors Adams, Roen, Schlefstein, Huebner
NOES: None
ABSTAIN: None
ABSENT: Supervisor Beard

COUNTY OF SIERRA



PETER HUEBNER, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:



HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:



COUNTY COUNSEL
DAVID PRENTICE



LOYALTON FIRE DEPARTMENT
APPLICATION FOR PERMIT TO BURN.

NAME OF APPLICANT _____
 MAILING ADDRESS _____
 CITY, STATE, ZIP _____
 hereby applies to burn _____
 located at _____

I own or legally control the above described property. I agree to comply with all fire laws, ordinances, regulations, and with all applicable air pollution control district rules and regulations. I further agree to comply with the specific terms of the burning permit issued to me.

Signature of owner

Date

BURNING PERMIT

This permit is issued to the above applicant to burn materials designated above at the location described above subject to the following terms **PLEASE READ CAREFULLY!**

1. I understand and agree that I am required to reimburse the City of Loyalton for any and all costs incurred in controlling and or extinguishing a fire started under this permit. I understand and agree that I am strictly liable for such costs. regardless of whether or not I was at fault, and accept the permit under this express condition.
 2. Applicant agrees to hold harmless, indemnify, and defend the City of Loyalton from any actual or alleged liability proximately caused by applicants activities authorized by this permit. Such indemnification shall include the payment of all reasonable attorneys fees and costs incurred by the City of Loyalton in any litigation brought about arising from applicants activities under this permit.
 3. No burning shall be undertaken unless weather conditions (particularly winds) are such that they can reasonably be considered safe. (winds less than 15 miles per hour during the burning period).
 4. This permit is valid only on burn days allowed by the Northern Sierra Air Quality Management District. Call (530) 994-3561 before burning for burn day information.
 5. Burning shall be attended by at least one able bodied adult at all times.
 6. Burning shall be conducted at least 25 feet from any structure, combustible vegetation, or other combustible material.
 7. No household garbage may be burned at any time.
 8. A garden hose connected to a water supply or other fire extinguishing equipment listed below is immediately available.
 9. Additional firefighting equipment and additional regulations are:
10. This permit may be suspended at any time due to high fire danger.
11. Burning shall be conducted from _____ A.M. to _____ P.M.
12. This permit valid from _____ to _____.

Signature of issuing officer

Signature of permittee

Date .