

Gene Albaugh

From: Roxanne Gilpatric [Roxanne.Gilpatric@ncsd.k12.ca.us]
Sent: Thursday, April 22, 2010 1:36 PM
To: Gene Albaugh
Subject: FYI: Here are some more points from Keoni that he sent to Robert

Afternoon Gene!

Below is an email to Robert from Keoni. Please pass along to Bill. Thank you!

Robert, thanks for your help in bringing this item forward for consideration by the Nevada City Council. The background and status of the issue is as follows.

- We are working with the Nevada City School District to help them install a new modular building on the 7 Hills campus to house the Bike Shop program.
- The State has required that the new structure have an automatic fire sprinkler system installed.
- In a flow test by the Nevada City Fire Department, it was discovered that the pressure and volume in the existing on site water line was significantly less than required for a fire sprinkler system.
- We have researched four (4) options to comply with the fire sprinkler requirement: #1 – install an alternate dry chemical system, #2 – install a tank and pump system. #3 – install a booster pump on the existing water line. #4 – connect to the existing NID water line at the end of Brock St. and bring a fire flow only water line onto the campus.
- The only viable option appears to be #4, which requires cooperation and action on the part of the NCSD Board, The NC City Council, and NID.
- The process would be for the NCSD Board to formally request the NC Council to consider allowing NID to serve fire water only, inside the Nevada City service area. If NC Council approved, they would need to formally request NID to allow an extension of a fire water only line to the 7 Hills campus.
- The NCSD Board has a special meeting tomorrow, April 20th, to consider requesting Nevada City to hear the item at their next meeting, April 28.

These are the basic facts of the issue. Unfortunately time is critical to this issue as the NCSD is hopeful of opening their new Bike Shop at the beginning of the fall school calendar on August 18. Please let me know if you have any questions. Thank you.

Keoni Allen

RESOLUTION 2010 - XX

**RESOLUTION FOR THE NEVADA CITY CITY COUNCIL
TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH
SIERRA ENGINEERS FOR WORK ON THE HIRSCHMAN'S
POND WEST END TRAIL PROJECT**

BE IT RESOLVED, the City Council of the City of Nevada City to award the work on the Hirschman's Pond West End Trail Project to Sierra Engineers and authorize the Mayor to execute an agreement in the amount of \$110,675.00.

PASSED AND ADOPTED at a regularly scheduled meeting of the Nevada City City Council held on this 28th day of April, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

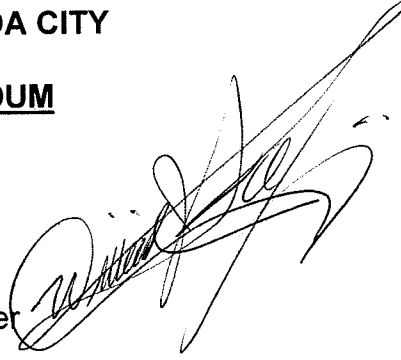
Reinette Senum, Mayor

ATTEST:

Niel Locke, City Clerk

CITY OF NEVADA CITY

MEMORANDUM



TO: Honorable City Council
FROM: William J. Falconi, City Engineer
DATE: April 22, 2010
SUBJECT: Hirschman's Pond West End Trail

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Sierra Engineers. in the amount of \$110,675.00 for the work described below.

BACKGROUND INFORMATION:

The City has Grant funds available to do construction of a two mile section of walking trail at Hirschman Pond Indian Flat area. This work has been scheduled using these funds during the spring/summer of 2010.

DISCUSSION:

The City bid work on April 21, 2010 and four (4) bids were received for the work at that time. The results of the four (4) bids are as follows:

Sierra Engineers Sierra City, CA	\$110,615.00
Robinson/Heart P Four Nevada City, CA	\$113,760.00
WestCon Construction Newcastle, CA	\$172,610.00
Hansen Brothers Grass Valley, CA	\$258,000.00

After reviewing the paperwork and bid data, staff recommends that we award the bid for said work and authorize the Mayor to sign the contract.

RESOLUTION 2010 - XX

**RESOLUTION FOR THE NEVADA CITY CITY COUNCIL
TO AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR
RENTAL AGREEMENT FOR HOME AT 115 CEMENT HILL ROAD**

BE IT RESOLVED, the City Council of the City of Nevada City to authorize the Mayor to execute a Three-Year Rental Agreement with Robert Trent for home at 115 Cement Hill Road, Nevada City.

PASSED AND ADOPTED at a regularly scheduled meeting of the Nevada City City Council held on this 28th day of April, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Reinette Senum, Mayor

ATTEST:

Niel Locke, City Clerk

RENTAL AGREEMENT

This Agreement made this 28th day of April, 2010, by and between the City of Nevada City, herein called "Landlord" and Robert Trent herein called "Tenant(s)". Landlord hereby agrees to rent to Tenant(s) the real property at 115 Cement Hill Nevada City, CA 95959, commencing on the 1st day of May 2010, and for a period of 3 years – May 1st 2010 through April 30, 2013. Landlord rents the premises to Tenant(s) on the following terms and conditions:

1. RENT- Tenant(s) agrees to pay the Landlord as base rent the sum of \$1,000.00 per month. There is a rent reduction of 20% in effect on all City owned residential premises through February 28, 2011, reducing the monthly rent to \$800.00 per month due and payable monthly in advance on the first day of each month during the term of this Agreement. Rent to be received by 5:00 p.m. A late charge of \$10.00 per day will be charged for each day past the 5th of the month that the rent is received. The payment of the first months rent or prorated share thereof shall accompany the Signing of this Agreement.

2. PAYMENT OF RENT AND SECURITY DEPOSIT- The initial payment of rent and security deposit under the terms of this rental agreement must be made by cash, check, or money order. Thereafter monthly rent payments will be paid to, The City of Nevada City. Any rents said to be lost in the mail will be treated as though they are unpaid until received by Landlord or their agent. The security deposit will be refunded when the following conditions are satisfied. 30 days written notice is given prior to departure, there is no damage to the grounds or building, the house and grounds are returned in the condition received, all utilities are paid in full; no term of the agreement has been breached.

3. MAINTENANCE- The Tenant(s) is to maintain the grounds surrounding the house. This includes mowing, weeding, fertilizing, watering, and removal of all debris from the property. The property shall be kept free of clutter.

4. APPLIANCES- Those appliances that are part of this property are in good working condition and must be maintained by Tenant(s). If they fail to function during the time of this Agreement, they will be the responsibility of the Tenant(s) to have repaired under the discount rent provisions in the Repair Policy section of this agreement.

5. RENTAL COLLECTION CHARGE- Tenant(s) hereby acknowledges that a late payment will cause the Landlord to incur costs not contemplated by this rental agreement, the exact amount of which will be extremely difficult to ascertain. In the event the rent is not received prior to 5:00 PM on the fifth day after it is due, regardless of cause, Tenant(s) further agrees to pay a late charge to the Landlord of \$ 10.00 per day until paid in full. A charge of \$ 25.00 will be charged to the Tenant(s) on returned checks, regardless of the circumstances.

Tenants Initials ()

6. USE- The Tenant(s) agree(s) to use the premises as a residence for themselves and _____ . Tenant(s) agree(s) to pay \$ 400.00 per month each month for each additional person who shall occupy the premises in any capacity; such as Tenant(s) owned mobile home. If the Tenant(s) fail to inform the Landlord of additional people occupying the premises, the \$ 400.00 per person per month fee will be assessed retroactive to the date commencing this rental agreement.

7. PETS - There shall be no pets allowed on the rented premises except as may be granted by Landlord in writing. Tenant(s) hereby agrees if found in violation, the rents due hereunder may be raised at the Landlord's discretion. If pets are allowed by Landlord an additional security deposit may be required.

8. LEGAL OBLIGATION- Tenant(s) hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibility they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this rental agreement could result in a judgment being sought against them and a lien being filed against their current assets and or earnings.

9. REPAIR POLICY- The Tenant(s) hereby acknowledges that they have been informed that the Landlord and / or his agents are not always available to supply support services to Tenant(s). If a problem comes up that should cost \$ 100.00 or less to repair, then the Tenant(s) are expected to deal with it themselves and may deduct the amount of the repair from the next months rent with the inclusion of a paid invoice or receipt. If a problem comes up that will cost more than \$ 100.00 to repair then the tenant(s) must get in touch with the Landlord as soon as possible, between the hours of 8:00 AM and 5:00 PM. Monday through Friday. Under no circumstances will the Landlord be responsible for any improvements or repairs costing more than \$ 100.00 , unless the Tenant(s) were given written authorization to make improvements or repairs in advance.

10. SECURITY DEPOSIT- Tenant(s) hereby agree to pay a security/damage deposit of \$1,000.00 before the lease term starts as security for performance of Tenant(s) obligations herein. Said security deposit will be refunded upon vacating, returning of the keys and termination of this contract according to the terms herein agreed. No interest will be paid on this money. It will be held intact by Landlord until 14 days after they have vacated the property.

11. REMOVAL OF LANDLORDS PROPERTY- If anyone removes any property belonging to the Landlord, this will constitute a breach of and termination by them of this agreement. Landlord may also take further legal action.

12. TENANT(S) INSURANCE- No rights of storage are given by this Agreement. Landlord will not be liable for loss of Tenant(s) property. Tenant(s) hereby acknowledges this and agrees to make no such claim for any losses or damages against Landlord. Tenant(s) agrees to purchase insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary, breakage and electrical connections. They acknowledge that if they fail to procure such insurance that it is their responsibility and they alone shall bear the consequences.

Tenants Initials ()

13. ABANDONMENT-If tenant(s) leave the premises unoccupied for 15 days, without paying rent in advance for that month, or while owing any back rent from the previous months, then the Landlord has the right to take immediate possession of the property and to bar the resident from returning. Landlord shall also have the right to remove any property that the Tenant(s) have left behind and store it at Tenant'(s) expense.

14. LOCK POLICY- No additional locks will be installed on any door without permission of the Landlord. Landlord will be given duplicate keys for all locks installed, at the Tenant(s) expense, before they are installed.

15. CONDITION OF PREMISES- The Tenant(s) hereby acknowledges that the properties is in good condition and agree to maintain it in the same condition, reasonable wear and tear excepted. If there is anything about the property that is in poor condition, they agree to report it to the Landlord prior to taking possession of the property. Tenant(s) have received and signed the attached" Security cleaning and check list" provided by the Landlord. Tenant(s) agree(s) that failure to file written notice of defects with the owner will be legally binding proof that the property is in good condition at the time of occupancy.

16. VEHICLE POLICY-Tenant(s) agree(s) to park only operating vehicles that have current registration and license at the premises; they agree not to park, store or keep in any fashion any vehicle that is not in running condition, this includes junk cars, cars on blocks, or any vehicle of any type that is not in working order. No more than two vehicles unless otherwise approved by the Landlord.

17. UTILITIES- Tenant(s) agree(s) to be responsible for payment of all utilities.

19. NON Liability- Tenant(s) hereby agree(s) that any work or repairs that are needed should be performed by competent professionals, unless tenant(s) are qualified to do the work properly themselves. Tenant(s) further state they will be legally responsible for any mishap, either they do themselves or hire others to do, Landlord will be held free from liability and held harmless by the Tenant(s). In the event that needed repairs are beyond the Tenant(s) capacity, they are urged to arrange for professional help.

21. VALIDITY OF LEASE PROVISIONS- Any provision set forth in this rental agreement which may be contrary to any California State Law shall be treated by Landlord and Tenant(s) as void and as if it were not set forth herein; but all other provisions of the rental shall remain in full force and effect.

22. ACCESS TO PREMISES- The owner reserves the right to enter the premises at reasonable times to make necessary repairs or for other reasons that the Landlord deems necessary.

23. LEGAL BINDING- Tenant(s) hereby states that they have the legal right to sign for any and all residents and to commit them to abide by this contract.

Tenants Initials ()

24. FULL DISCLOSURE- The Tenant(s) signing this rental contract hereby state that all their questions about this rental Agreement have been answered, that they fully understand all provisions of the agreement and the obligations and responsibility of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature on this Agreement by Tenant(s) is acknowledgment that they have received a signed copy of the rental Agreement.

25. LOUD AND RAUCOUS- Tenant(s) agrees that there will be no loud, noisy or raucous parties conducted on the premises. This includes barking dogs. Tenant(s) agrees to vacate the premises within 30 days of the Landlord's request. If loud and raucous activity is reported to the Landlord by anyone, the Landlord may charge a fee of \$ 50.00 per call provided said call is documented.

26. SMOKE ALARM- A smoke alarm is installed and is in good working order at this time; Tenant(s) agree(s) that it is their responsibility to maintain said alarm under the discount rent section of this Agreement.

Tenants Initials ()

28. HOT WATER HEATER- Tenant(s) is aware that the water heater is set at 120 degrees and should remain at 120 degrees to prevent scalding.

ACCEPTED THIS _____ DAY OF _____ 20__

OWNER/ MANAGER /LANDLORD _____

Landlords Agent: _____

Tenant(s) Signatures _____

RECEIPT PAGE

It is agreed that the following payments will be made and deposited

First Months Rent \$ _____

Security Deposit \$ _____

Total Amount \$ _____

TO BE PAID PRIOR TO MOVE IN

SECURITY AND CLEANING CHECKLIST

TENANT(S) NAMES _____

PROPERTY LOCATION, _____

Living Room

1. Condition of walls: holes _____, stains _____ other _____
2. Wood Flooring: Stains _____ Burns _____ tears _____ Holes _____
3. Ceilings: Holes _____ stains _____ other _____
4. General condition _____
5. Windows _____

Kitchen

1. Counter tops Gauges _____ Burns _____ Cuts _____ other _____
2. Stove/ oven Cleaned _____ Burners work _____ other _____
3. Dishwasher Condition _____
4. Sink and flxture condition _____ Drains clogged _____
5. Flooring Burns _____ Gouges _____ Cuts _____ other _____
6. General condition _____

Master Bedroom

1. Condition of walls: Holes _____ stains _____ other _____
2. Carpeting: Stains _____ Burns _____ Tears _____ Holes _____
3. Closet doors _____ Ceiling Fixture _____
4. Windows _____
5. General condition _____

Second Bedroom

1. Condition of walls: Holes _____ stains _____ other _____
2. Carpeting: Stains _____ Burns _____ Tears _____ Holes _____
3. Closet Doors _____ Ceiling fixture _____
4. Windows _____
5. General Condition _____

Third Bedroom

1. Condition of walls: Holes _____ Stains _____ Other _____
2. Carpeting: Stains _____ Burns _____ Tears _____ Holes _____
3. Closet Doors _____
4. Windows _____
5. General Condition _____

Bathroom

1. Tub/Shower condition _____
2. Vanity/sink condition _____
3. Vinyl Flooring: Burns _____ Gouges _____ Cuts _____ Other _____
4. Ceiling fixture _____ Vanity light _____
5. Drains clogged _____ Toilet condition: tank _____ bowl _____ seat _____

Utility Room / Laundry Room:

General condition _____

1. Condition of walls: Holes _____ stains _____ other _____

2. Vinyl: Stains _____ Burns _____ Tears _____ Holes _____ other _____

Window and Window sill Inspection

Are there any cracked or broken windows? _____ Location _____

Condition of window sills _____

General condition of yard and adjoining area's _____

Are there any areas that require maintenance or repairs? _____

I have inspected the house and grounds and accept the terms of this agreement.

Dated __ / __ /20

Tenant(s) _____

Landlord _____

Landlords Agent _____