



West Plainfield Fire Protection District
24901 County Road 95, Davis, CA 95616 (530) 756-0212

**AGENDA - STANDING COMMITTEE – LILLARD HALL – MEETING
August 17, 2023 at 4:00 PM**

To Be Held:
Lillard Hall
24905 County Road 95
Davis CA, 95616

1. Call the Meeting to Order (Chair Amy)
2. Public Comment
3. Discussion / Action – Kitchen Lease / Remodel (Chair Amy) ([pgs 2-16](#))
4. Discussion / Action – County Noise Ordinance (Chair Amy) ([pgs 17-19](#))
5. Discussion / Action – Restroom Remodel (Chair Amy)
6. Discussion / Action – Other Maintenance (Chair Amy)
7. Open Forum – Other Hall Business (Chair Amy)
8. Performance Review – Hall Manager ([pgs 20-22](#))
 - a. Close Session
 - b. Performance Review
 - c. Reopen Session / Report Out of Closed Session
9. Calendar (Chair Amy)
 - a. The next Lillard Hall Committee meeting to be determined
10. Adjourn Meeting (Chair Amy)

AGREEMENT NO. 23-191

SECOND AMENDMENT TO AGREEMENT NO. 65-28 BETWEEN THE COUNTY OF YOLO AND THE WEST PLAINFIELD FIRE PROTECTION DISTRICT RELATING TO LILLARD HALL

THIS SECOND AMENDMENT to Agreement No. 65-28 is entered into as of this 25 day of July, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the West Plainfield Fire Protection District (“District”), who agree as follows:

RECITALS

WHEREAS, County and District (the “Parties”) are currently parties to Agreement No. 65-28, signed on May 10, 1965, that provides for the District to lease certain real property from the County for a 99-year term for District facilities, including a headquarters building and Lillard Hall; and

WHEREAS, the Parties amended the lease pursuant to Agreement No. 82-229 to add certain real property for use as parking for Lillard Hall; and

WHEREAS, the District would like to sublease a portion of Lillard Hall to a local coffee catering operation that will improve the kitchen facilities in Lillard Hall and provide revenue to the District to support its operations; and

WHEREAS, Agreement No. 65-28, as amended, does not authorize the District to sublease all or any portion of the real property covered therein;

NOW, THEREFORE, for good and valuable consideration the Parties hereby agree as follows:

AGREEMENT

1. Addition of Section 4 (Subleasing). Agreement No. 65-28, as previously amended, shall be further amended to include the following additional section:

4. District may sublease up to fifty percent (50%) of the interior space of Lillard Hall in its sole discretion, subject to compliance with all applicable laws (including but not limited to applicable zoning), upon a determination by the District’s governing body that the sublease will support the District’s purpose, mission, or functions. The County Administrator’s Office shall be notified of any such sublease and provided a copy for its records. The County shall be named an additional insured on insurance policies provided in connection with the sublease, the nature and amount of which are to be determined by the District in consultation with the Yolo County Public Agency Risk Management Insurance Agency.

In its sole discretion, the Yolo County Board of Supervisors may unilaterally revoke the District’s authority to enter into or extend subleases entered into pursuant to this section at any time by majority vote. The revocation shall take effect upon written notice to the District. Any such revocation shall not affect the term of a sublease then in effect (including any term extension already exercised by a sublessee prior to notice of revocation). Notice of this provision shall be included in all subleases signed by the District after July 25, 2023.

2. **Effect on Agreement.** Except as expressly set forth above, nothing in this Second Amendment amends or otherwise modifies any provision of the Agreement No. 65-28, as previously amended, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

WEST PLAINFIELD FIRE PROTECTION DIST.

By: _____
Its: _____

ATTEST:
_____, Clerk

By: _____
Deputy (Seal)

COUNTY OF YOLO

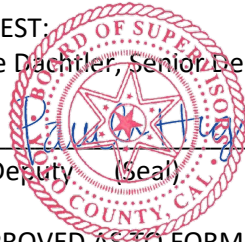
By: Oscar E. Villegas
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

ATTEST:
Julie Dachtler, Senior Deputy Clerk

By: Julie Dachtler
Deputy (Seal)

APPROVED AS TO FORM:

By: Philip J. Pogledich
Philip J. Pogledich, County Counsel



CALIFORNIA COMMERCIAL LEASE

LILLARD HALL

This Lease Agreement made the ____ day of _____, 2023, by and between WEST PLAINFIELD FIRE PROTECTION DISTRICT, whose address is 24901 County Road 95, Davis, California 95616, hereinafter referred to as "Lessor", and SON CHONG, doing business as COMMON GROUNDS, whose address is _____, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee _____ square feet (SF) of kitchen space inside the building identified as LILLARD HALL, located at 24905 County Road 95, Davis, California, hereinafter known as the "Premises". Lessor's rights to the Premises are defined in a lease agreement between it and the County of Yolo dated May 10, 1965. As amended on July 25, 2023, the lease agreement allows Lessor to sublease up to 50% of the interior space of the Premises subject to certain terms and conditions. Relevant here is the following condition:

In its sole discretion, the Yolo County Board of Supervisors may unilaterally revoke the District's authority to enter into or extend subleases entered into pursuant to this section at any time by majority vote. The revocation shall take effect upon written notice to the District. Any such revocation shall not affect the term of a sublease then in effect (including any term extension already exercised by a sublessee prior to notice of revocation). Notice of this provision shall be included in all subleases signed by the District after July 25, 2023.

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Lessee shall use the premises to prepare coffee for his coffee catering business.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of sixty (60) months commencing on the ____ day of _____, 2023, and expiring at Midnight on the ____ day of _____, 2028. ("Initial Term").

4. **BASE RENT:** The monthly payment shall be One Thousand Dollars (\$1,000.00), with the first payment due upon the commencement of the Lease and each monthly



installment payable thereafter on the first (1st) day of each month. Said monthly payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than one (1) month shall be a pro-rata portion of the monthly rent. Base Rent shall increase annually and be calculated by multiplying the Base Rent by the annual change in the Consumer Price Index – San Francisco-Oakland-Hayward CA (CPI) published by the Bureau of Labor Statistics.

5. **OPTION TO RENEW:** (Check One)

- Lessee may not renew the Lease.

- Subject to the County's rights as set forth in Section 1, above, Lessee has the right to renew the Lease with a total of one (1) renewal period with each period being sixty (60) months which may be exercised by giving written notice to Lessor no less than sixty (60) days prior to the expiration of the Lease or renewal period.

Monthly rent during the option period shall: (Check One)

- Not increase.

- Increase by multiplying the Base Rent by the annual change in the Consumer Price Index – San Francisco-Oakland-Hayward CA (CPI) published by the Bureau of Labor Statistics as shown in the most recent publication to the option period start date and increase annually thereafter as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index – San Francisco-Oakland-Hayward CA (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period annual start date.

- Increase by _____%

- Increase by _____ dollars (\$_____)

If Lessee does not exercise the option to renew the lease, then at the end of the Initial Term Lessor and Lessee shall negotiate repayment of the remaining balance due Lessee under Section 8 with respect to the reimbursement of costs advanced by Lessee for the initial leasehold improvements outlined in the Addendum.

6. **EXPENSES:** [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

- **GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes utilities, real estate taxes,



insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Lessor as an "also named insured" and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease.

- **MODIFIED GROSS**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Lessee shall be obligated to pay the following expenses: rodent control and any other expenses required to keep the Premises' "commercial kitchen" status.

Lessor shall pay the following monthly expenses: electricity (or solar), water, propane, and garbage.

- **TRIPLE NET (NNN)**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

I. Operating Expenses. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

II. Taxes. Lessee shall pay, during the term of this Lease, the real estate taxes



including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

- III. **Insurance.** Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the California in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

7. **SECURITY DEPOSIT:** In addition to the above, a deposit in the amount of One Thousand Five Hundred Dollars (\$1,500.00), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

8. **LEASEHOLD IMPROVEMENTS:** The Lessee has agreed to make leasehold improvements necessary to remodel the Premises into a "commercial kitchen" for its use and purpose (see attached addendum). Lessee shall advance payment for all such leasehold improvements and Lessor shall reimburse Lessee at the rate of Six Hundred Dollars (\$600.00) per month, in the form of a credit against the Base Rent, until the total cost of the advancement is repaid to Lessor; no interest is due or payable on the amount advanced by Lessee and there is no prepayment penalty as a result of earlier repayment by Lessor.

The Lessee agrees that no additional leasehold improvements, alterations or changes of any nature, shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld. If the Lessee makes any additional improvements to the Premises the Lessee shall be responsible for payment.

All leasehold improvements made to the Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.



Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS; PREVAILING WAGE:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the leasehold improvements and use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

The Lessee represents that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). The Lessee agrees that, to the extent necessary under state law, it and its contractors and subcontractors that perform any improvements on the Premises will comply, with the Prevailing Wage Laws and other applicable provisions of the California Labor Code. The Lessee shall defend, indemnify and hold the Lessor and the County of Yolo and their officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest against them arising out of any failure or alleged failure to comply with the Prevailing Wage Laws claim or liability arising out of stop orders issued by the Department of Industrial Relations against it, its contractors, or any subcontractors.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the



proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE:** Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the California in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage, personal injury, and wrongful death. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor as additional insured. The County of Yolo shall be named as an additional insured on all policies maintained by Lessee during the term of this Lease.

In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

12. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor. Lessee agrees that any such transfer or assignment must include a transfer and assignment of Lessor's obligation to reimburse Lessee for the costs advanced by Lessee in making the leasehold improvements identified in Section 8 above.



13. **DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then at that time Lessor and Lessee shall negotiate repayment of the remaining balance due Lessee under Section 8 with respect to the reimbursement of the costs advanced by Lessee for the initial leasehold improvements outlined in the Addendum.

14. **DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than fifteen (15) days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease.

It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

It is further agreed, that if the Lessee is in default, then the remaining balance due



Lessee under Section 8 with respect to the reimbursement of the costs advanced by Lessee for the initial leasehold improvements outlined in the Addendum shall no longer be due and payable by Lessor to Lessee.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than five (5) days after due date shall accrue a payment penalty of one of the following:

(Choose One)

- Interest at a rate of _____ percent (_____%) per annum on a daily basis until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

- Late fee of _____ dollars (\$_____) per day until the amount is paid in full.

15. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor and the County of Yolo harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises and its construction of any leasehold improvements (including compliance with state prevailing wage laws); and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

16. **BANKRUPTCY - INSOLVENCY:** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of thirty (30) days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then (i) such Lease, (ii) Lessee's interest in and to the leased Premises, and (iii) Lessee's right under Section 8 with respect to the reimbursement of the costs advanced by Lessee for the initial leasehold improvements outlined in the Addendum shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom

and the Lessee shall have no further claim thereon.

17. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

18. **MISCELLANEOUS TERMS:**

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the Board of Fire Commissioners of the West Plainfield Fire Protection District. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

- IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- V. Right of Entry and Use: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

It is further agreed that Lessor may rent out use of the Premises to others. Lessee and Lessor agree that without prior written agreement, which writing may include email exchanges, Lessor shall not lease out the Premises to others during the following days/hours: _____, which Lessee agrees to be Lessee's usual business hours.

19. **ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.
20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.
21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.
22. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of California.

23. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor
West Plainfield Fire Protection District
24901 County Road 95
Davis, CA 95616

Lessee
Son Chung

24. **AMENDMENT:** No amendment of this Lease or the Addendum shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

25. **BINDING EFFECT:** This Lease and Addendum and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 2023.

Lessee's Signature

Printed Name

Lessor's Signature

Printed Name



ACKNOWLEDGMENT - LESSOR

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Yolo)ss.

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT - LESSEE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Yolo)ss.

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC



ADDENDUM - INITIAL LEASEHOLD IMPROVEMENTS

Floor sink
FRP wall covering
Hand sink
Electrical work inside/outside
Plumbing
Mechanical work
NSF approved fixtures ([refrigerator, freezer, ice maker, commercial coffee brewers, iced tea maker, hot water tower](#))
Cleanable ceiling
Cleanable counter top
Lockable rolling doors
[Touchpad lock for door](#)
[Moveable divider for counter \(to separate Kitchen from main Hall\)](#)
Architect recommended drawings and improvements

The above list may be expanded based upon the architect's recommends and/or County requirements.

[The lessee anticipates the costs to be about \\$50,000; unexpected costs in the scope of work could cause it to be as much as \\$65,000.](#)

[All improvements become property of Lessor at Lease end.](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE YOLO COUNTY BOARD OF SUPERVISORS AMENDING TITLE 5 AND ADDING CHAPTER 20 TO ADDRESS AMPLIFIED SOUND NUISANCES

The Board of Supervisors (Board) of the County of Yolo (County), State of California, hereby ordains as follows:

SECTION 1. PURPOSE

This Ordinance establishes an enforcement program and authorizes administrative fines for violations of nuisance related to nighttime use of amplified sound.

SECTION 2. REGULATION OF AMPLIFIED SOUND

It shall be unlawful for any person, other than personnel of law enforcement, governmental agencies, or permittees duly authorized, to use or operate, or cause to be used or operated, within the unincorporated area of Yolo County, any sound-amplifying equipment in a fixed or movable position, except when used or operated in compliance with the following provisions:

- A. It is unlawful for any person to make, continue or cause to be made or continued, any electronically amplified sound within the unincorporated area of the County between the hours of 10:00 p.m. and 7:00 a.m. the following morning. Any such sound during said hours is declared to be a nuisance unless the making or continuing of said sound is necessary for the preservation of the public health, safety or welfare.
- B. Examples of sound which is necessary for the preservation of health, safety and welfare include law enforcement, fire and ambulance sirens, flood warning alarms, burglar and fire alarms, and orders given through a voice amplifier by a law enforcement officer or by a member of a fire department.
- C. Examples of sound which is unnecessary for the preservation of health, safety and welfare include electronically amplified music or electronically amplified speech other than by a law enforcement officer or member of a fire department.
- D. Sound emanating from sound-amplifying equipment shall be limited in volume, tone and intensity, and shall not be audible at a distance in excess of 200 hundred feet from the sound-amplifying equipment.
- E. In no event shall the sound-amplifying equipment be unreasonably loud, raucous, jarring or disturbing to a person of normal sensitiveness within the area of audibility, or disturb the peace or quiet of any neighborhood.
- F. The Board of Supervisors will consider requests for partial waiver of these restrictions for an event for which the organizers wish to use electronically amplified produced sound after the hour of 10:00 p.m. or before the hour of 7:00 a.m. Such waivers will be granted only to extend the time for the use of such sound to 11:00 p.m. or to permit the use of such sound to begin at 6:00 a.m. No such waiver shall be granted for more than three days in any week, nor for more than six days in any month. After hearing all who wish to speak for or against the request, the Board of Supervisors shall determine whether or not the granting of the waiver will unduly disturb the neighborhood in which the event is to take place. The Board of Supervisors will also consider the measures proposed by the applicant for mitigating the effect of the proposed amplified or mechanically produced sound upon the public.

SECTION 3. DEFINITIONS

- A. "Sound-amplifying equipment," as used herein, shall mean any device for the amplification of the human voice, music or any other sound.
- B. Nothing contained in this ordinance shall be deemed to permit or authorize any activity or sound level which is otherwise prohibited by any provision of State law.

SECTION 4. EXEMPTIONS

The following uses of sound-amplifying equipment and activities shall be exempt from this ordinance:

- A. Vehicle sound systems, radios and similar devices located within or upon any vehicle, to the extent the sound from such devices is not audible beyond the vehicle and as regulated by the provisions of the State of California Vehicle Code.
- B. Sound-amplifying equipment when used and heard only by occupants of the premises in which the devices are located.
- C. Warning devices on authorized emergency vehicles, or horns or other warning devices on other vehicles when used for traffic safety purposes, or any other device when used by a public safety officer for official purposes.
- D. Equipment used by any duly authorized facility operator as an integral part of any event operating under the conditions of a Use Permit or other County approval.
- E. The electronic amplification of sound from a special event for which Board of Supervisors has issued an Outdoor Festival License under the provisions of Chapter 12 of Title 5, County Code of Ordinances.

SECTION 5. PENALTY FOR VIOLATIONS

The first violation of this ordinance by any person occurring within any 12-month period shall be punishable as an infraction in accordance with applicable provisions of the California Penal Code and the California Government Code. The second and all subsequent violations of this ordinance by such person(s) occurring within any 12-month period shall be punishable as a misdemeanor.

SECTION 6. SEVERABILITY

If any section, sub-section, sentence, clause, or phrase of this Ordinance is held by a court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance, and each section, sub-section, sentence, clause, and phrase hereof, irrespective of the fact that one or more sections, sub-sections, sentences, clauses, and phrases be declared invalid.

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect and be in force within 30 days of enactment. Prior to expiration of fifteen (15) days after its passage of this Ordinance, it shall be published by title and summary only in the Davis Enterprise or other newspaper of general circulation together with the names of members of the Board of Supervisors voting for and against the same.

I HEREBY CERTIFY that the foregoing Ordinance was introduced before the Board of Supervisors of the County of Yolo and, at a further public hearing, said Board adopted this Ordinance on the ___ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:.
ABSTAIN:

By _____
Oscar E Villegas, Chair
Yolo County Board of Supervisors

ATTEST:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

APPROVED AS TO FORM;
Philip J. Pogledich, County Counsel

By _____
Kimberly Hood, Assistant County Counsel

DRAFT

West Plainfield Fire Department



TABLE OF CONTENTS

DIVISION 800 – MISCELLANEOUS (12/17/2019)	1
SECTION 800 – HALL MANAGER	1
Section 800.01 Definition	1
Section 800.02 Management Received and Exercised	1
Section 800.03 Characteristics and Duties	1
Section 800.04 Minimum Knowledge, Abilities and Skills.....	1
Section 800.04 Desired Qualifications	2
Section 800.05 Insurance	2

DIVISION 800 – MISCELLANEOUS (12/17/2019)

SECTION 800 – HALL MANAGER

Section 800.01 Definition

This is an individual who is hired for the purpose of managing and maintaining Lillard Hall, the community hall, for continued use by the community.

Section 800.02 Management Received and Exercised

The Hall Manager reports to, and takes direction from, the Board of Commissioners and/or its designee(s) (hereinafter “Board”).

Section 800.03 Characteristics and Duties

This individual shall:

- Take telephone calls from prospective hall renters or processes online application, as appropriate; itemize list of requirements for hall rental: rental fees, cleaning deposit, liability insurance, and security, if needed.
- Meet potential renter at Lillard Hall, if requested.
- When date is confirmed, put date on calendar in station and/or online.
- Deposit money when application is received and/or confirm that deposit was made electronically.
- Re-inspect the hall before event and clean, or arrange for cleaning, as needed.
- Meet renters before event to give them the key, inspect the hall pre-event, arrange with renters when to meet after the event to inspect hall, refund deposit as appropriate, and retrieve key.
- Purchase supplies when needed.
- Inform the Board of any improvements, maintenance or repairs that are needed.
- Schedule maintenance as needed and/or as directed by the Board.
- Maintain record of dates and hours worked and report total hours to District member assigned to process payroll on the payroll cycle used by the West Plainfield Fire Protection District.
- Maintain record of each Hall rental, including: date and type of event; fee collected; security deposit amount retained, if any; and, if renter is a district resident, non-district resident, non-profit organization; or county, State, or federal entity.
- Prepare a monthly report to be given to the Board Clerk prior to each monthly Board of Commissioners meeting, including: total of any money deposited in bank, and a list of any new rental dates.

Section 800.04 Minimum Knowledge, Abilities and Skills

The ideal individual for this position shall have the following knowledge, abilities and skills:

- Knowledge of modern management and maintenance of rental spaces, including promotion of space availability, budgeting and communication techniques.
- Ability and skill to fully utilize web-based and other applications to streamline the rental and maintenance processes.
- Basic math skills
- Basic skills in Microsoft and Adobe products.



- Skilled at written and oral communications.

Section 800.04 Desired Qualifications

- Bilingual – English and Spanish

Section 800.05 Insurance

This individual shall have and maintain automobile insurance as required by California law and shall provide proof of such to the Board upon each renewal period.