

# REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City



## REGULAR AND SPECIAL MEETING NOTICE & AGENDA

**DATE:** January 16, 2025

**TIME:** 4:30 p.m.

**PLACE:** Yuba County Board of Supervisors Chambers  
Yuba County Government Center  
915 Eighth Street, Marysville, CA 95901

- I. Call to Order & Roll Call – Special Meeting  
Bains (Chairman), Buttacavoli, House, Shaw (Vice-Chairman), Teeter, and Woten
- II. Call to Order & Roll Call – Regular Meeting  
Bains (Chairman), Buttacavoli, House, Shaw (Vice-Chairman), Teeter, and Woten
- III. Board Business – Regular Meeting
  - A. Statement of Economic Interest (Attachment)
- IV. Public Business from the Floor – Regular Meeting  
Members of the public may address the Authority on any item listed on the agenda prior to the convening of the closed session. No action may be taken on items that do not appear on the posted agenda. No member of the public will be allowed to be present once the Authority convenes into closed session.
- V. Consent Calendar – Regular Meeting  
All matters listed under the Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed or removed from the Consent Calendar for specific action.
  - A. Approval of minutes from December 19, 2024 (Attachment)
  - B. Disbursement List for December 2024 (Attachment)

VI. Reports – Regular Meeting

**A. Work Space.** (Attachment)

RECOMMENDATION: Authorize Executive Director to execute lease agreement as proposed.

**B. Regular Meeting Start Time.** Discussion with Board members, staff and consultants showed there was interest in revising the Board schedule so regular meetings can start at 3:00 p.m., or at such other time as Board designates. Bylaws of the Regional Waste Management Authority Board of Directors allow the Board to establish meeting start times by Resolution. (Attachment)

RECOMMENDATION: Discuss and consider adopting Resolution 1-25 changing the time for commencement of regular Board meetings from 4:30 p.m. to 3:00 p.m.

VII. Other Business – Regular Meeting

VIII. Board Business – Special Meeting

**A.** Nomination and Election of Board Officers for 2025

1. Chairman
2. Vice-Chairman

IX. Closed Session – Special Meeting

**A.** Conference with legal counsel-initiation of litigation, one potential case, Government Code Section 54956.9 (d) (4))

X. Other Business – Special Meeting

**A.** Consider retention of outside legal counsel

XI. Adjournment – Regular Meeting

XII. Adjournment – Special Meeting

**THE NEXT REGULAR MEETING IS SCHEDULED FOR 3:00 P.M. ON THURSDAY, FEBRUARY 20, 2025 IN YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS.**

## **Agenda Item II. – A**

### **Statement of Economic Interest**

#### **ISSUE STATEMENT and DISCUSSION**

Members of the Regional Waste Management Authority (RWMA) Board of Directors and alternates are required to file annual Statements of Economic Interest with the Fair Political Practices Commission. For continuing members and alternates, these annual statements are due April 1, 2025. An Assuming Office Statement must be filed by new members and alternates to the Board within 30 days. For those leaving office, a Leaving Office Statement must be filed within 30 days.

These requirements may be met by filing an extended statement, which is a copy of the FPPC Form 700 that will be prepared for your individual jurisdiction. It must, however, include your position as a member or alternate of the Regional Waste Management Authority Board of Directors and have an original signature and date on the verification on Page 1. The information reported must cover all reportable interests in the service area, which includes all of Yuba and Sutter Counties. Form 700 is available on-line, and a copy of the Regional Waste Management Authority Conflict of Interest Statement Code is available upon request.

If you have any questions regarding the filing of your Statement of Economic Interest, please contact RWMA administrative office at 530-634-6890.

#### **RECOMMENDATION**

Information only.

**Agenda Item IV. – A**  
**REGIONAL WASTE MANAGEMENT AUTHORITY**  
**MEETING MINUTES**  
December 19, 2024

**I. Call to Order & Roll Call**

The meeting was called to order by Chairman Bains at 5:35 p.m.

Present: Bains (Chairman), Blaser, (Vice-Chairman) Shaw, Teter and Woten  
Absent: None

**II. Public Business from the Floor**

None.

**III. Consent Calendar**

Director Shaw made a motion to approve the Consent Calendar. Director Blaser seconded the motion, and it was carried unanimously.

**IV. Closed Session**

- A. Public Employment Pursuant to Government Code Section 54597 and 54961  
Position Title: Executive Director
- B. Consider Potential Litigation Pursuant to Government Code Section 54946.9 (d)(IV).  
(One potential case)

Closed session started at 5:38 p.m. and the meeting resumed at 6:15 p.m. There was no reportable action taken in closed session.

**V. Other Business**

- A. RWMA Executive Director Carrie Baxter briefly shared details regarding location and pricing for potential office spaces.
- B. Board says goodbye and thanks Don Blaser, as this was his last RWMA board meeting as a Director.

**VI. Adjournment**

The meeting was adjourned at 6:22 p.m.

**The next regular meeting of the Regional Waste Management Authority is scheduled for 4:30 p.m. on Thursday, January 16, 2025, in the Yuba County Board of Supervisors Chambers at the Yuba County Government Center unless otherwise noticed.**

**Agenda Item IV. – B  
Disbursements List December 2024**

**Regional Waste Management Authority**

<b>Check No.</b>	<b>Amount</b>	<b>Vendor</b>	<b>Purpose</b>
EFT	\$20,672.83	GUSTO	PAYROLL SERVICES –DEC 2024
EFT	\$2,000.00	MISSION SQUARE	CONTRIBUTIONS NOV 2024, MISSING CONTRIBUTIONS VARIOUS OCT '23 THRU OCT '24
EFT	\$120.46	CARD SERVICE CENTER	11/24 CHARGES
1010	\$3,740.68	RECOLOGY	TIRE COUPONS MAY-AUG 2024
1011	\$2,070.20	RECOLOGY	TIRE COUPONS SEPT-OCT 2024
1014	\$550.00	ALLIANT NETWORKING	DEC 2024 SERVICES
1015	\$107.00	TAX OWL	QBO 09/24-10/24
1017	\$5,632.86	COUNTY OF SUTTER	12/24 RWMA BENEFITS
1018	\$180.00	STREAMLINE	NOV 24 SERVICES
1021	\$367.98	OMIE HARTMAN	SDI WITHHELD PAYBACK
1022	\$1,530.00	RICH FUIDGE BORDSEN GALYEAN	SEPT-NOV 2024 SERVICES
1023	\$5,802.58	COUNTY OF SUTTER	01/25 RWMA BENEFITS
1024	\$40,022.36	RECOLOGY YUBA SUTTER	HHW INVOICE 11/23
1026	\$210.15	CARD SERVICE CENTER	10/24 CHARGES
1029	\$100.00	DON BLASER	RWMA MEETING 11/21/24
1030	\$100.00	BOB WOTEN	RWMA MEETING 11/21/24
1031	\$18,500.00	R3 CONSULTING GROUP	SERVICES 08/24
<b>Total Disbursements</b>			
\$101,707.10			
<b>LIAF TRANSFERS</b>			
\$0.00			

**Agenda Item IV. – A  
Staff Report**

**Regional Waste Management Authority Office Space**

**ISSUE STATEMENT and DISCUSSION**

The Regional Waste Management Authority has been conducting business fully remote for a number of years. Over the past two years, three analyst staff have been added to the team. An in-office workspace is important because it can significantly improve communication, collaboration, employee morale, productivity, and networking opportunities. By providing a dedicated physical space for the RWMA team to work together, we will foster face-to face interactions and minimize distractions, ultimately leading to a better overall work performance and more positive company culture.

**RECOMMENDATION**

Authorize execution of a sublease agreement with Tower Media Studios at 423 4<sup>th</sup> Street, Marysville, CA 95901 as proposed.

**ATTACHMENTS**

1. Draft sublease agreement
2. Tower Media Studios lease agreement
3. Hart Building 4<sup>th</sup> Floor Diagram
4. Pictures of Office Space

# California Sublease Agreement

This is an agreement to sublet real property (hereinafter known as the "Sublease") between *Tower Media Studios* (hereinafter known as the "Sublessor") and Regional Waste Mgmt Auth. (hereinafter known as "Sublessee"). The Sublessor agrees to sublet, and the Sublessee agrees to take possession of the property located at *423 4<sup>th</sup> Street M4, Marysville, CA 95901*. (hereinafter known as the "Premises") under the following terms and conditions:

**1. LENGTH OF LEASE.** Tenancy of this Sublease shall begin with the Sublessee taking possession on the 1<sup>st</sup> day of February, 2025 and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Under no circumstances shall there be holdover by the Sublessee.

**2. RENTAL PAYMENTS** The rent under this Sublease shall be \$\_\_\_\_\_ (US Dollars) payable on the *5<sup>th</sup> of every Month*. The rent shall be paid in the following manner: CHECK

**3. UTILITIES.** Utilities included is water. Gas, Electric & trash is the responsibility of the Sublessee and is a percentage based off the leased office space square footage.

All other utilities shall be the responsibility and expense of the Sublessee unless other arrangements have been made in advance.

**4. LIABILITY** Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

**5. VII MOVE-IN CHECKLIST** At the time of taking possession of the premises by the Sublessee, the Sublessor and Sublessee:

- Shall fill-in a move-in checklist
- Shall not fill-in a move-in checklist

**6. LEAD-BASED PAINT** The Premises:

Was built before 1978, but was completely remodeled in 1980 so is exempt from Lead-Based Paint Disclosure form.

**7. MASTER LEASE.** This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached, and is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

**8. DISPUTES.** If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to negotiate amongst themselves before any litigation.

**9. WRITTEN AGREEMENT.** This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

**10. LANGUAGE.** The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

**11. SMOKING POLICY.** Smoking on the premises

Is not allowed in the Premises or any common areas.

**12. ORIGINAL COPIES.** Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

**13. LANDLORD'S CONSENT.** The original lease between the Landlord and Sublessor:

Does allow subletting.

**14. GOVERNING LAW.** The Sublease shall be bound to the laws in the State of California



**15. ADDITIONAL TERMS OR CONDITIONS.**

\_\_\_\_\_  
\_\_\_\_\_

**16. Date & Signature.** The parties hereby bind themselves to this agreement with their authorization affixed below on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Sublessors Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Sublessee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

**LEASE AGREEMENT**

This Lease Agreement is made effective the 1st day of January, 2025, by and between 4N Hart, LLC, with offices located at 9080 Hickam Ave., Las Vegas, Nevada 89129, hereinafter referred to as "Lessor", and Tower Media Studios, a 501c3 Non-Profit of 423 4th St, Ste M3, Marysville, CA 95901, California, hereinafter referred to as "Lessee".

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. DESCRIPTION OF PREMISES**

**1.1. Description.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real property located in that portion of the Naso-Hart Building, which is situated at 423 Fourth Street, Marysville, California 95901, containing approximately Two Thousand Forty Nine ( 2,049 ) square feet, as outlined on Exhibit "A" attached hereto and incorporated herein by this reference.

**1.2. Common Areas.** In addition to the portion of the Naso-Hart Building referred to in Paragraph 1.1, above, Lessee shall have access to those common areas necessary to access the leased portion, including but not necessarily limited to the Naso-Hart Building entry area, elevator, stairway and connecting hallways. In addition, the parking lot situated directly north of the Naso-Hart Building is fully fenced and requires an access control device to legally enter. If Lessee requests and pays a \$30.00 deposit per device, Lessee shall be issued One ( 1 ) access control device(s) for a like number of non-reserved, non-permanent, not-overnight parking space(s) in the parking lot. Access devices are over issued, therefore there is no guarantee a parking space will be available at any given time. Vehicles without an access device or that are not parked in designated spaces are subject to tow away or ticketing. Lessor is not responsible for any parked vehicles or the contents thereof or any fees or fines associated with ticketing or towing. Lessor shall reimburse the deposit for each returned functional access control device at Lease termination. The leased portion of the Naso-Hart Building, its common areas and the parking lot are hereafter referred to as "the Property".

**1.3. Acceptance by Lessee.** Lessee accepts the Property as well as the improvements thereto, in its present condition. Lessee agrees with and represents to Lessor that the Property has been inspected by Lessee and that Lessee has been assured by means independent of Lessor or agents of Lessor of all facts material to this Lease and the Property is being leased by Lessee as a result of that inspection and investigation and not as a result of any representations made by Lessor or any agents of Lessor.

**1.4. No-Smoking Zone.** Lessor declares and Lessee accepts the Naso-Hart Building, including common areas but excluding the parking lot and fire escape, as a no-smoking zone.

**ARTICLE 2. TERM**

**2.1. Initial Term.** The term of this Lease shall be for Five ( 5 ) years, commencing on January 1, 2025, and ending at 12:00 o'clock midnight on December 31st, 2029.

**2.2. Holding Over.** Any holding over after the expiration of the term, including extensions with the consent of Lessor, shall be construed to be a tenancy from month to month, at a monthly rental rate twenty percent (20%) greater than that defined in Paragraph 3.1 below, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

**2.3. Delivery of Possession.** If Lessor, for any reason whatsoever, cannot deliver possession of said premises to Lessee at the commencement of said term, as hereinbefore specified, the Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; but in that event, there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when Lessor can deliver possession. The term of this Lease shall not be extended by such delay.

**ARTICLE 3. RENT, DEPOSIT AND OTHER CHARGES**

**3.1. Rental Rate.** Lessee agrees to and shall pay to Lessor at 9080 Hickam Ave., Las Vegas, Nevada 89129, or at such other place as Lessor shall from time to time in writing designate as rent for the leased premises in lawful money of the United States, without any deduction or offset whatever and free from any and all claims and demands against said Lessor of any kind or character the total monthly amount of Two Thousand Eight Hundred Sixty Eight and Sixty Cents Dollars (\$ 2,868.60), based on a monthly rental rate of One Dollars and Forty Cents (\$ 1.40 ) per square foot for the first twelve (12) months of the lease. If the Initial Term is greater than twelve (12) months then in the each subsequent twelve (12) month period thereafter the monthly rental rate per square foot shall increase by Three Percent (3.0 %). Monthly installments shall be paid in advance on the first day of each and every calendar month during the term hereof.

**3.2. Deposit.** Lessee shall pay to Lessor upon execution of this Lease a deposit in an amount equal to one (1) month's initial rent. Lessor shall be entitled to apply this deposit amount to satisfy any of Lessee's obligations pursuant to the terms of this Lease in the event these obligations are not satisfied within ten (10) days after written notice from Lessor to Lessee of said default. In the event Lessor so applies this amount, Lessee agrees to immediately pay to Lessor the amount required to restore deposit to its original amount.

Should Lessee comply with all of the terms, covenants and conditions, and promptly pay all of the rent as it falls due, and all sums payable by Lessee to Lessor hereunder, the lease deposit shall, without interest, be refunded to Lessee within 30 days of Lease termination.

**3.3. Late Charge.** Rent payments received after the fifth day of the month in which the payment is due, shall incur a penalty of five percent (5%) of the monthly rate or One Hundred Dollars (\$100.00), whichever is greater.

**3.4. Programing/Service Charge.** Should Lessee request electronic key or gate opener programming changes, Lessee agrees to pay Lessor \$75.00 per hour.

**ARTICLE 4. TAXES AND INSURANCE**

**4.1. Taxes.** Lessee shall pay all personal property taxes assessed and levied against the Property by any taxing agency, Lessor shall pay all real property taxes, including improvements thereon and therein, when due and before delinquency.

**4.2. Insurance.**

A. Lessor. Lessor shall maintain, at its sole expense, fire and extended coverage against loss to the full insurable value of the building and building improvements, which loss shall be payable to Lessor.

B. Lessee. Lessee shall maintain, at its sole expense, public liability coverage against claim or losses by or to persons injured in, upon or about the Property, in the minimum amounts of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per incident, and property damage insurance in the amount of One Hundred Thousand Dollars (\$100,000.00), with Lessor named as an additional insured thereunder, with a copy of the policy coverage or certificate thereof to be delivered to Lessor.

**ARTICLE 5. UTILITIES AND SERVICE**

Lessee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, trash removal, materials and services which may be furnished to it or used by it in or about the Property and to keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission. During establishment or maintenance of any and all utilities, Lessee is responsible for any damages Lessee, Lessee's contractor, or agent may do to any other tenants' existing service. No service or utility may place wires, fixtures or antennas on the building exterior or interfere with the closure of windows without Lessor's written consent.

## ARTICLE 6. USE OF PROPERTY

**6.1. Purpose.** Lessee agrees that the Property shall be used and occupied only for office use and for no other purpose or purposes without Lessor's written consent. Lessee shall not place anything in the Common Areas without Lessor's written consent.

**6.2. Quiet Enjoyment.** Lessee, upon paying all rents and other charges herein provided for, and upon performing all other terms of this Lease, shall quietly have and enjoy the Property during the term of this Lease without hindrance or molestation by anyone claiming by or through Lessor; subject, however, to the reservations and conditions of this Lease. To aid in the quiet enjoyment of other tenants, Lessee agrees to keep all doors to common areas closed. No animals are allowed in the Naso-Hart Building. Lessee further agrees to use the fire escape exit only during emergencies since failure to close fire escape exit door between the 2<sup>nd</sup> floor and parking lot is a security breach. If Lessee opens any of the windows in the building, Lessee must close the windows before leaving the building to maintain security.

**6.3. Elevator.** Should Lessee be a tenant of the fourth (4th) floor or above and the elevator in the Naso-Hart Building be out of service for more than three (3) business days during any one (1) month, Lessor and Lessee agree that the rent charged for that month pursuant to this Lease shall be reduced in an amount equal to fifty percent (50%) of that fraction the numerator of which is the days in excess of three (3) that the elevator is non-operational, and the denominator of which is thirty (30) days. Lessor and Lessee agree that this rent reduction shall constitute Lessee's sole claim for damages caused Lessee by the non-operation of the elevator.

**6.4. Smoking Penalty.** Should Lessee or any of Lessee's employees, agents or contractors smoke in the Naso-Hart building, Lessee shall be assessed a fine of One Hundred Dollars (\$100.00) for each infraction. In addition, should ten (10) infractions occur, Lessee shall be deemed to have materially breached the terms of this Lease and it shall thereafter in the sole discretion of Lessor be terminated upon ten (10) days written notice.

## ARTICLE 7. REPAIRS AND MAINTENANCE

**7.1. Lessee.** Lessee shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the Property in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted, including but not limited to, all window and door glass, the interior walls and ceilings, electrical and HVAC systems, light bulbs, and the floors. Lessee shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by the Board of Health, or which shall be contrary to the rules and regulations of any federal, state or municipal authority.

**7.2. Lessor.** Lessor shall, during the term of this Lease and any renewal or extension thereof, keep the structural supports and exterior walls of the building, including doors, and the outside of the Property in good order and repair. Lessor shall keep the common areas in a neat, clean and orderly condition, and properly lighted. Lessor shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water.

## ARTICLE 8. ENTRY AND INSPECTION

Lessee shall permit Lessor and Lessor's agents, representatives or other employees to enter the Property at all reasonable times for the purposes of inspecting same, maintaining the building, making such repairs to the Property as Lessor is obligated or may elect to make, posting notices of non-responsibility for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for sale" signs, or for determining whether Lessee is complying with the terms of this Lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Property under this Lease. Lessor shall have such right of entry and the right to fulfill the purposes thereof without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the Property thereby occasioned. Lessee shall permit Lessor, at any time within thirty (30) days prior to the expiration of this Lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs.

## ARTICLE 9. ALTERATIONS

Lessee shall not make or suffer to be made, any alterations to the Property or any improvements thereon or facility appurtenant thereto without the written consent of Lessor first had and obtained, and any additions to or alterations of the real property improvements shall become at once a part of the realty and belong to Lessor. If written consent of Lessor to any proposed alterations by Lessee shall have been obtained, Lessee agrees to advise Lessor in writing of the date upon which such alterations will commence in order to permit Lessor to post notice of non-responsibility. All permitted alterations must meet applicable Building Code as evidenced by Lessee or Lessee's agents obtaining a City of Marysville Building Permit. Lessee shall keep the Property free and clear of any and all liens, claims and demands for work performed arising out of any work performed, materials furnished or obligations incurred by Lessee. Before any alteration is approved Lessee must prove to Lessor that Lessee has the necessary funds to pay for the alteration in full and in a timely fashion.

## ARTICLE 10. SIGNS

Lessee shall not place or permit to be placed any sign, marquee, awning, decoration, advertisement or other attachment on any part of the outside or inside of the demised premises, including the roof, or any freestanding sign on or about the demised premises, without the written consent of Lessor; Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on, or about the inside, outside, or roof of the premises and which, in the sole opinion of Lessor, is objectionable or offensive for any reason whatsoever, and if Lessee fails so to do, Lessor may enter upon said premises and remove the same with Lessee agreeing to pay the cost of removal thereof.

Should Lessor continue to maintain a business directory in the building lobby and Lessee desires a listing, then Lessee shall pay a change fee of forty (\$40.00) Dollars for each addition or change to the directory.

## ARTICLE 11. LESSEE'S RESPONSIBILITIES

**11.1. Assignment and Subletting.** Lessee shall not encumber, assign or otherwise transfer this Lease or any right or interest therein nor let or underlet the Property or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person without first obtaining the written consent of Lessor. Consent to assignment shall not be unreasonably withheld by Lessor. Consent to one assignment shall not constitute consent to any future assignment. Any such assignment, or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this Lease.

**11.2. Waste or Nuisance.** Lessee shall not commit or permit the commission by others of any waste on the Property nor maintain, commit or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on the Property; nor use or permit the use of the Property for any unlawful purpose.

**11.3. Insurance Hazards.** Lessee shall not commit or permit the commission of any acts on the Property nor permit the use of the Property in any manner that will increase the existing rates for or cause cancellation of any fire, liability or other insurance policies insuring the Property or improvements thereon. Lessee shall, at its own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates for fire and liability insurance on the Property and the improvements thereon.

**11.4. Laws and Regulations.** During the term of this Lease Lessee shall comply with all laws, ordinances, rules and regulations of the federal, state and city authorities having jurisdiction over the Property and Lessee's activities on the Property. Lessee agrees and covenants that it will not use, commit, permit or suffer any violation of such laws, ordinances, rules and regulations and will protect, indemnify and forever save and keep Lessor harmless from and against any penalty, fine, damage, expense or charge imposed, assessed or incurred for any violation or breach of any such laws, ordinances, rules and regulations occasioned by the act, neglect or omission of Lessee, or by any occupancy of the Property. Lessee will also protect and indemnify and forever save and keep Lessor harmless from and against any loss, cost, damage and expense, including reasonable attorney's fees occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants and stipulations of this Lease. Lessee shall likewise promptly comply with the requirements of the Board of Fire Underwriters concerning the Property. The judgment of any court of competent jurisdiction or the admission of Lessee in any action or proceeding against Lessee

whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

**11.5. Risk of Loss.** Lessee shall not do anything on the Property nor bring nor keep anything therein which will in any way increase the risk or tend to increase the risk of fire, or to obstruct or which will conflict with the regulations of the fire department or the fire law, or with any rules or ordinances established by the Board of Health or with law, ordinance or regulation municipal, state or federal, and it is understood and agreed that Lessee will not carry, maintain or permit to be maintained on the Property any volatile materials, gasoline or benzene products.

**11.6. Surrender.** At the expiration of the term of this Lease Lessee shall surrender the Property in as good condition as it was in at the beginning of the term, reasonable use and wear and damages by the elements excepted. At the expiration of the term of this Lease Lessor may remove any personal property then upon the Property and may store the personal property at Lessee's expense and may on three (3) days written notice to Lessee sell such property at public or private sale, or if it be unsalable, may dispose of it in any other manner, without liability. Lessee shall be liable for all expenses of storage, sale or removal of such personal property and Lessor shall be entitled to retain a five percent (5%) commission on the amount realized upon sale. Lessee hereby waives all claim for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing and storing furniture and property, as herein provided, and will save Lessor harmless from loss, costs, or damages occasioned thereby, and no such re-entry shall be considered or construed to be a forcible entry as the same is defined in the Code of Civil Procedure of the State of California.

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such subleases or subtenancies.

**11.7. Unsafe Conditions - Notification.** By accepting this Lease, Lessee warrants that it has examined the Property and has not discovered any unsafe conditions. Should Lessee discover any unsafe condition in, on or about the Property during the term of this Lease, Lessee shall immediately notify Lessor of such condition. Failure to so notify Lessor shall cause Lessee to fully assume responsibility for any damages thereafter arising from or caused by such unsafe condition, whether charged or sought to be recovered from Lessor or Lessee.

**11.8. Security.** It is further covenanted and agreed by said Lessee that nothing herein contained and no security lease deposit or guarantee which may now or hereafter be furnished said Lessor for the payment of the rent herein reserved or for the performance by said Lessee of the other terms or covenants of this Lease, shall in any way be a bar or defense to any action in unlawful detainer, or for the recovery of said premises, or in any action which said Lessor may at any time commence for breach of any of the terms or covenants of this Lease.

**11.9. Keys.** Lessee may change the locks on the area described in Exhibit "A" at any time during the term of this Lease at his sole expense, provided the keys are made by MarKey Lock & Security, so as to conform to the current Master Key Scheme. Should the locks be changed Lessee will make one extra copy of the key(s) to said locks and cause the key(s) to be placed in the Knox-Box outside the front door of the Naso-Hart Building for fire protection purposes. Lessee will not change or cause to be changed any other locks in or on the Property. Lobby access is by use of electronic keys. These electronic keys are issued to a specific employee and are not transferable. Lessee will be issued one electronic key at no charge. Lessee is responsible for and shall notify Lessor of any and all changes in the issuance of the electronic keys to maintain the security of the Property and its occupants. Additional keys and replacements are available for \$25.00 each. At lease termination all keys shall be returned to Lessor.

**11.10. Transmitter / Receiver Antennas.** Lessee shall not commit or permit the commission of any acts on the property that would allow the placement of any type of antenna in or on any part of the Naso-Hart Building. A separate antenna lease is available for this purpose. This section does not apply to extreme low-power transceiver antennas such as cell phones and wireless networks contained within the leased office area, as long as such use does not interfere with other tenants' operations.

## **ARTICLE 12. HOLD HARMLESS**

Lessee, as a material part of the consideration to be rendered to Lessor, agrees to indemnify and hold Lessor and the property of Lessor, including the Property, free and harmless from any and all claims, liability, loss, damage or expenses

resulting from Lessee's occupation and use of the Property, specifically including without limitation any claim, liability loss or damage arising:

A. By reason of the injury to person or property, goods, wares and merchandise, from whatever cause while in or on the Property, or in any way connected with the Property or improvements or personal property in or on the Property including any liability for injury to the person or personal property of Lessee, Lessee's agents, officers, employees, clients or customers.

B. By reason of any work performed on the Property or materials furnished to the Property at the instance or request of Lessee, Lessee's agents, officers or employees.

C. By reason of Lessee's failure to perform any provision of this Lease or to comply with any requirements imposed on Lessee or on the Property by any duly authorized governmental agency or political subdivision.

D. By reason of Lessee's failure or inability to pay as they become due any obligations incurred by Lessee in the operations to be conducted by Lessee on the Property.

### **ARTICLE 13. LESSOR'S REMEDIES**

**13.1. Insolvency.** If any proceedings in bankruptcy or insolvency be filed against Lessee or if any writ of attachment or writ of execution be levied upon the interest herein of Lessee and such proceedings or levy shall not be released or dismissed within sixty (60) days thereafter, or if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if Lessee shall make any assignment for benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, Lessor at Lessor's election may re-enter and take possession of the Property and remove all persons therefrom and may at Lessor's option, terminate this Lease.

**13.2. Default.** If Lessee shall (1) fail to pay any rent or other sum payable hereunder for a period of fifteen (15) days after the same is due; or (2) if Lessee shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained herein on the part of Lessee to be observed or performed and such default continues for a period of thirty (30) days after notice by Lessor or beyond the time reasonably necessary for cure if such default is of a nature to require more than thirty (30) days to remedy; or (3) if Lessee shall become bankrupt or insolvent or make a transfer in fraud of creditors or make an assignment for the benefit of creditors, or take or have taken against Lessee any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Lessee is not discharged from the same within sixty (60) days thereafter; or (4) if a receiver is appointed for a substantial part of the assets of Lessee; or (5) if Lessee shall vacate or abandon the Property; or (6) if Lessee shall use the premises for any purpose other than as authorized in this Lease; or (7) if Lessee shall make an assignment of the premises without the consent of Lessor; or (8) the inability of Lessee to pay the rent herein specified or to perform any of the terms, covenants, or conditions herein by him to be kept or performed; or (9) this Lease or any estate of Lessee hereunder shall be levied upon with any attachment or execution; then any such event shall constitute an event of default by Lessee. Upon the occurrence of any event of default by Lessee hereunder, Lessor may at Lessor's option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

A. Lessor shall have the right so long as such default continues to give notice of termination to Lessee and on the date specified in such notice (which shall not be less than three (3) days after the giving of such notice) this Lease shall terminate.

B. In the event of any such termination of this Lease, Lessor may then or at any time thereafter re-enter the Property and remove therefrom all persons and property and again repossess and enjoy the Property, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination.

C. In the event of any such termination of this Lease and in addition to any other rights and remedies Lessor may have, Lessor shall have all the rights and remedies of a lessor provided by Section 1951.2 of the California Civil Code. The amount of damages which Lessor may recover in the event of such termination shall include, without limitation, (1) the worth at the time of award (computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%)) of the amount by which the unpaid rent for

the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; (2) all legal expenses and other related costs incurred by Lessor in restoring the Property to good order and condition or in remodeling, renovating or otherwise preparing the Property for reletting; and (3) all costs (including without limitation any brokerage commission) incurred by Lessor in reletting the Property.

D. In the event Lessee breaches this Lease and abandons the Property and Lessor does not elect to terminate this Lease by reason of such breach and abandonment, this Lease shall continue in full force and effect, and in addition to any other rights and remedies Lessor may have, Lessor shall have all the rights and remedies of a lessor provided by Section 1951.4 of the California Civil Code, including the right to recover rent as it falls due. Without any obligation to Lessee to do so, Lessor may also relet the Property as the agent of Lessee and for Lessee's account for such term, which may extend beyond the term of this Lease, and upon such other terms and conditions as Lessor may deem appropriate. Lessor may do all things reasonably necessary for such reletting, including repair, remodeling and renovating of the Property, and Lessee shall reimburse Lessor on demand for all costs incurred by Lessor in connection therewith. In the event Lessor relets the Property, Lessor shall apply the sums received upon such reletting in the following order of priority: (1) to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; (2) to the payment of all legal expense and other related costs incurred by Lessor following Lessee's default; (3) to the payment of all costs incurred by Lessor in restoring the Property to good order and repair, or in remodeling, renovating or otherwise preparing the Property for reletting; (4) to the payment of all costs (including without limitation any brokerage commission) incurred by Lessor in reletting the Property; (5) to the payment of rent due and unpaid hereunder; and (6) the balance, if any, to the payment of future rent as the same may become due hereunder. Notwithstanding any determination by Lessor not to elect to terminate this Lease, Lessor may at any time elect to terminate this Lease for any previous breach or default hereunder by Lessee which remains uncured or for any subsequent breach or default.

E. Lessor shall have the right to cause a receiver to be appointed in any such action against Lessee to take possession of the Property and/or to collect the rents or profits derived therefrom. If a receiver be appointed at the instance of Lessor in any action against Lessee to take possession of said premises and/or to collect the rents or profits derived therefrom, the receiver, may, if it be necessary or convenient in order to collect such rents and profits, conduct the business of Lessee then being carried on in said premises and may take possession of any personal property belonging to Lessee and used in the conduct of such business, and may use the same in conducting such business in the premises without compensation to Lessee for such use. Neither the application for the appointment of such receiver, nor the appointment of such a receiver, shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

**13.3. Abandonment by Lessee.** Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

In the event that Lessee shall be absent from the leased premises for a period of twenty (20) days after default in payment of rent or other obligations imposed on him by this Lease, such absence shall be deemed to constitute an abandonment by him or any personal property left on the leased premises, and Lessor may thereupon re-enter the premises as herein provided.

Should Lessee breach this Lease and abandon the Property prior to the natural termination of the term of this Lease, Lessor may:

A. Continue this Lease in effect by not terminating Lessee's right to possession of the Property, in which event Lessor shall be entitled to enforce his rights and remedies under this Lease, including his right to recover the rent specified in this Lease, as it becomes due under this Lease.

B. Terminate this Lease and recover from Lessee:

i. The worth, at the time of the award, of the unpaid rent which has been earned at the time of termination of the Lease.

ii. The worth, at the time of the award, of the amount by which the unpaid rent which would have been earned after the termination of this Lease until the time of the award exceeds the amount of the rental lost that Lessee proves could have been reasonably avoided.



iii. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the rental lost that Lessee proves could have been reasonably avoided.

iv. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this Lease.

**13.4. Nonwaiver of Default or Abandonment.** The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by Lessee other than the failure to pay the particular rental so accepted. Lessor's failure to take advantage of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained regardless of knowledge thereof.

**13.5. Performance by Lessor of Lessee's Obligations.** If Lessee shall be in default hereunder, Lessor may, but shall not be obligated to, cure such default on behalf of Lessee, in which event Lessee shall reimburse Lessor for all sums paid to effect such cure, together with interest at the rate of fourteen percent (14%) per annum, but not greater than the maximum rate of interest allowed by California law, and reasonable attorney's fees. In order to collect such reimbursement Lessor shall have all the remedies available under this Lease for a default in the payment of rent.

**13.6. Continuation of Lease After Breach.** If Lessee shall breach this Lease and abandon the Property, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease.

A. For purposes of this paragraph, the following shall not constitute a termination of Lessee's right to possession:

- i. Acts of maintenance or preservation or efforts to relet the Property;
- ii. The appointment of a receiver on initiative of Lessor to protect its interest under this Lease;

B. Lessee may, at its option, transfer its interest hereunder in any manner permitted by this Lease so long as Lessor has not terminated Lessee's right to possession for breach of this Lease and abandonment of the Property.

#### ARTICLE 14. DESTRUCTION AND CONDEMNATION

**14.1. Destruction.** In the event of a total or partial destruction of the Property during the original term or extension thereof from any cause, Lessor shall forthwith repair same, provided such repairs can be made within one hundred eighty (180) days under the laws and regulations of state, federal, county or municipal authorities, but such partial destruction shall in no way annul or void this Lease, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space.

Should the total or partial destruction result from causes covered by the fire and extended coverage insurance furnished by Lessee, the insurance proceeds shall be made available to Lessor to effect the required repairs. In the interest of expediency Lessee may, at its option, elect to make the necessary repairs, in which event the insurance proceeds shall be made available to Lessee for such purpose.

If such repairs cannot be made within one hundred eighty (180) days, this Lease may be terminated at the option of Lessor or Lessee.

**14.2. Condemnation.** If the whole of the Property shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority or on the date prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day.

If a portion of the Property shall be condemned or taken and as a result thereof shall be such a major change in the character of the Property as to prevent Lessee from using the same in substantially the same manner as theretofore used, then and in that event Lessee may either cancel and terminate this Lease as of the date when the part of the Property so taken or condemned shall be required for such public purpose, or Lessee may continue to occupy the remaining portion; provided, however, Lessee shall give written notice to Lessor within fifteen (15) days after the date of any taking or vesting of title, of its election. In the event Lessee shall remain in possession and occupation of the remaining portion,

all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining space; and provided further, that Lessor shall at Lessor's own expense, promptly and with all reasonable diligence (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements and other extraordinary conditions beyond Lessor's reasonable control) do such work as to make a complete architectural unit of the remaining portion of the Property and this Lease shall continue for the balance of its term, subject to the terms and conditions stated herein.

The entire award of damages or compensation for the premises taken or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures installed in, on or about the Property by Lessee and in the case of a partial condemnation of the Property, the cost, loss or damages sustained by Lessee as a result of any alterations, modifications or repairs which may be reasonably required of Lessee in order to place the remaining portion of the Property not so condemned in a suitable condition for Lessee's further occupancy.

**14.3. Trade Fixtures.** Title to all trade fixtures, equipment, machines and other property placed in, on or about the Property by Lessee is retained by Lessee even though the same may be affixed to the Property by bolts, screws or other methods of fastening. Upon the termination of this Lease, Lessee shall have the right to remove all of such fixtures, equipment, machines and other property from the Property, provided that it shall restore any damage caused by such removal at its own expense.

## **ARTICLE 15. LESSOR/LESSEE RELATIONSHIPS**

**15.1. Subordination.** Lessee agrees that this lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages or trust deed or trust deeds which may now exist upon or which may be placed upon the Property, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements and extensions of them. Provided, however, the mortgagee or beneficiary named in any such mortgages or trust deeds shall recognize the lease of Lessee in the event of foreclosure if Lessee is not in default under the terms of this Lease. Lessee agrees that he will execute and deliver to Lessor, to the nominee of Lessor, proper subordination agreements to this effect at any time upon the request of Lessor and without payment being made therefore. Lessor shall not at any time be obligated to subordinate in any manner in favor of or for the benefit of the Lessee. If any mortgagee or beneficiary elects to have this Lease superior on its mortgage or deed of trust and gives notice of its election to Lessee, then this Lease shall be superior in the lien of any mortgage or trust deed whether this Lease is dated or recorded before or after the mortgage or trust deed.

**15.2. Relationship of Parties.** It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant and that Lessor has no ownership in Lessee's enterprise and that this Lease shall not be construed as a joint venture or partnership. Lessee is not and shall not be deemed to be agent or representative of Lessor.

**15.3. Personal Property.** Lessor acknowledges that Lessor has no interest in any personal property, equipment, furniture and fixtures which may be installed by Lessee upon the Property, and Lessor agrees in the future to furnish Lessee upon request such Landlord's Waiver or Mortgagee's Waiver or similar document as may be reasonably required by an institutional lender or equipment lessor in connection with Lessee's acquisition or financing respecting such personal property, equipment, furniture and fixtures. Lessee shall have the right to remove same at the termination of this Lease and shall be permitted fifteen (15) days after the effective date of termination or any renewal or holdover term within which to accomplish the removal, and shall be obligated to repair any damage caused by such removal.

**15.4. Sale by Lessor.** In the event of a sale or conveyance by Lessor of the premises or any part containing the premises, Lessor shall be released from any future liability upon any of the covenants or conditions, expressed or implied, in favor of Lessee, and in such event, the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor in and to this Lease. If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this Lease on the part of Lessee, Lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold. Thereupon Lessor shall be discharged from any further liability in reference thereto.

**ARTICLE 16. GENERAL PROVISIONS**

**16.1. Amendments.** The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part, at any time, but only by a writing signed by each person who is then a party.

**16.2. Governing Law.** This Agreement is intended to be performed in the State of California and the laws of that state shall govern its interpretation and effect.

**16.3. Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party by another shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

LESSOR: 4N Hart, LLC, c/o A & D Management LLC  
9080 Hickam Ave.  
Las Vegas, NV 89129  
adnvmgmt@gmail.com

LESSEE: TOWER MEDIA STUDIOS  
423 FOURTH ST. M3  
MARYSVILLE, CA. 95901  
Email: ASH@93QRADIO.COM  
Phone Number: 530-301-7597

Either party may change his or her address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

**16.4. Forum Selection.** Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall only be brought in a court located in Yuba County, California.

**16.5. Arbitration.** Any controversy between the parties hereto involving the construction or application of any of the terms, covenants or conditions of this Agreement shall, on written request of one party served on another, be submitted to arbitration and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. If the parties agree, a single arbitrator shall be appointed to hear and determine the dispute. If they cannot agree, the parties shall each appoint one person to hear and determine the dispute, who shall select a third appraiser. The majority decision of the three-person arbitration panel shall then be final and conclusive upon the parties hereto. The cost of such arbitration shall be borne by the losing party or in such proportions as the arbitrator(s) shall decide.

**16.6. Legal Construction.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**16.7. Successors.** This Agreement is binding on and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, unless otherwise prohibited by this Agreement. Nothing in this paragraph contained shall be construed to modify or impair in any manner of the provisions and restrictions of this Lease relating to the assignment of this Lease or any interest therein, or to the subletting or underletting of said leased premises or any thereof.

**16.8. Extensions.** All references to the term of this Lease shall include any extensions of such terms.

**16.9. Remedies Are Cumulative and Non-Exclusive.** The specified remedies to which the parties hereto may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedy afforded by Law.

**16.10. Expenses of Enforcement.** If it shall be necessary for any party to commence legal action to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred, including the cost of any consultants or experts employed in the preparation and/or presentation of any evidence in such proceedings. It shall not be a precondition of payment of such costs or expenses that the expert's or consultant's information or evidence shall have been presented in any such proceeding or a precondition that the services of the attorney or costs associated with those services shall have been incurred in any open court proceeding. The costs of a prevailing party incurred in negotiations and discussions to settle a matter may be awarded by a court or arbitrator as specified under the terms of this Agreement.

**16.11. Surveillance System.** Some public sections of the Property have monitored surveillance cameras. Lessee consents to the use of said surveillance system. The system, when working properly, has the ability to record camera video for a few days, on a rotary basis, with the oldest video being overwritten with the new video. At Lessee's request and with Lessor's consent, Lessor shall record a portion of the video to CDs. Lessee shall pay Lessor a fee of One Hundred Dollars (\$100.00) for the first CD and Forty Dollars (\$40.00) for each subsequent CD necessary to record Lessee's requested video segment. Lessee acknowledges that there is no guaranty or warranty, expressed or implied, regarding the functioning, availability or positioning of the surveillance system.

**16.12. Terminology.** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural, shall be deemed to include the others whenever the context so indicates.

**16.13. Article and Paragraph Headings.** The article and paragraph headings are intended to assist in the organization of this Agreement, but in no way define, limit, extend or interpret the scope of this Agreement or any particular article or paragraph.

**16.14. Entire Agreement.** This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument not contained herein shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

#### EXECUTION

The parties have executed this Lease Agreement on the dates written opposite their signatures below.

**LESSOR: 4N HART, LLC**

VINCENT W. NASO, Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

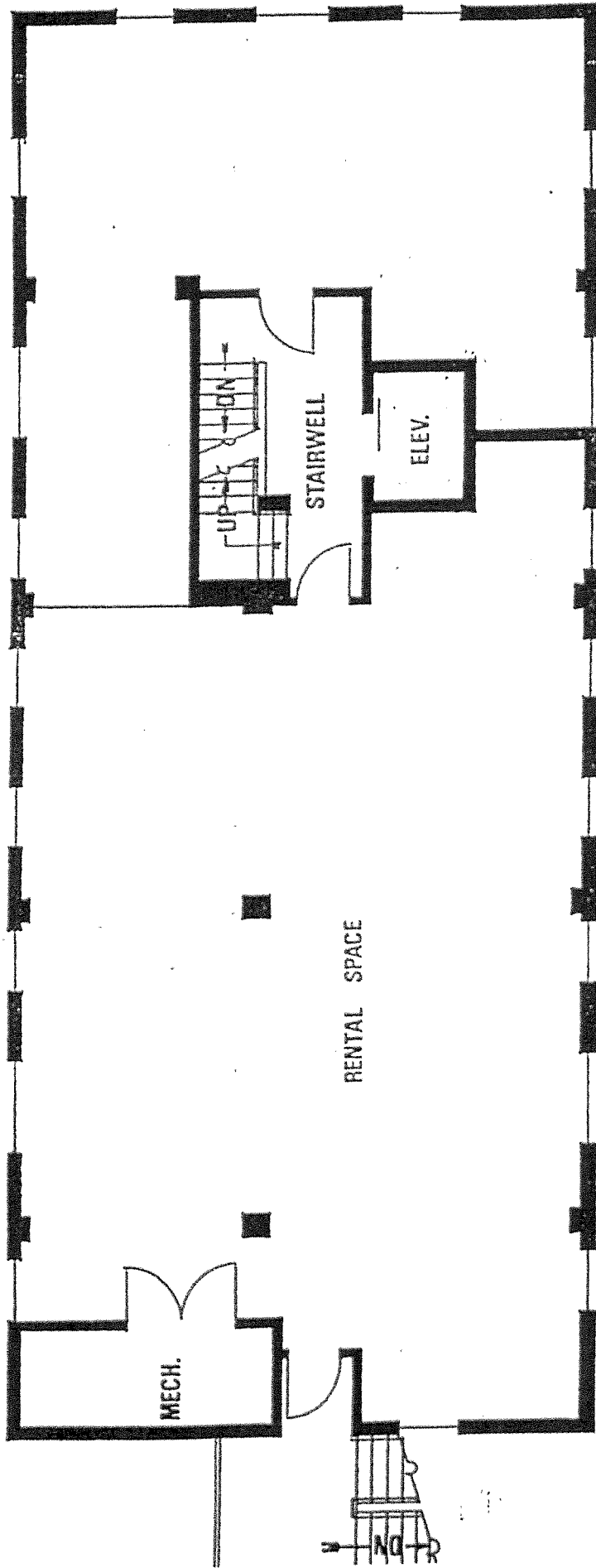
TOWER MEDIA STUDIOS  
ROBERT A FISCHETTI (CEO)

Signature: \_\_\_\_\_

Date: 13 DEC 2024

NHLease102924

Exhibit A



**2nd, 4th & 6th FLOOR PLANS**

2,049 sq. ft. Rental Space



REVISED FLOOR PLAN

Used Building Measurements Co.

N ↑

4th Floor  
425 Fourth St., Berkeley, CA  
Approximately 2000 sq ft total  
32'8"

2,530 SQ FT

RENTAL SPACE 2,049 SQ FT

2864.40 PER MO.  
@ 1.40 PER SQ FT

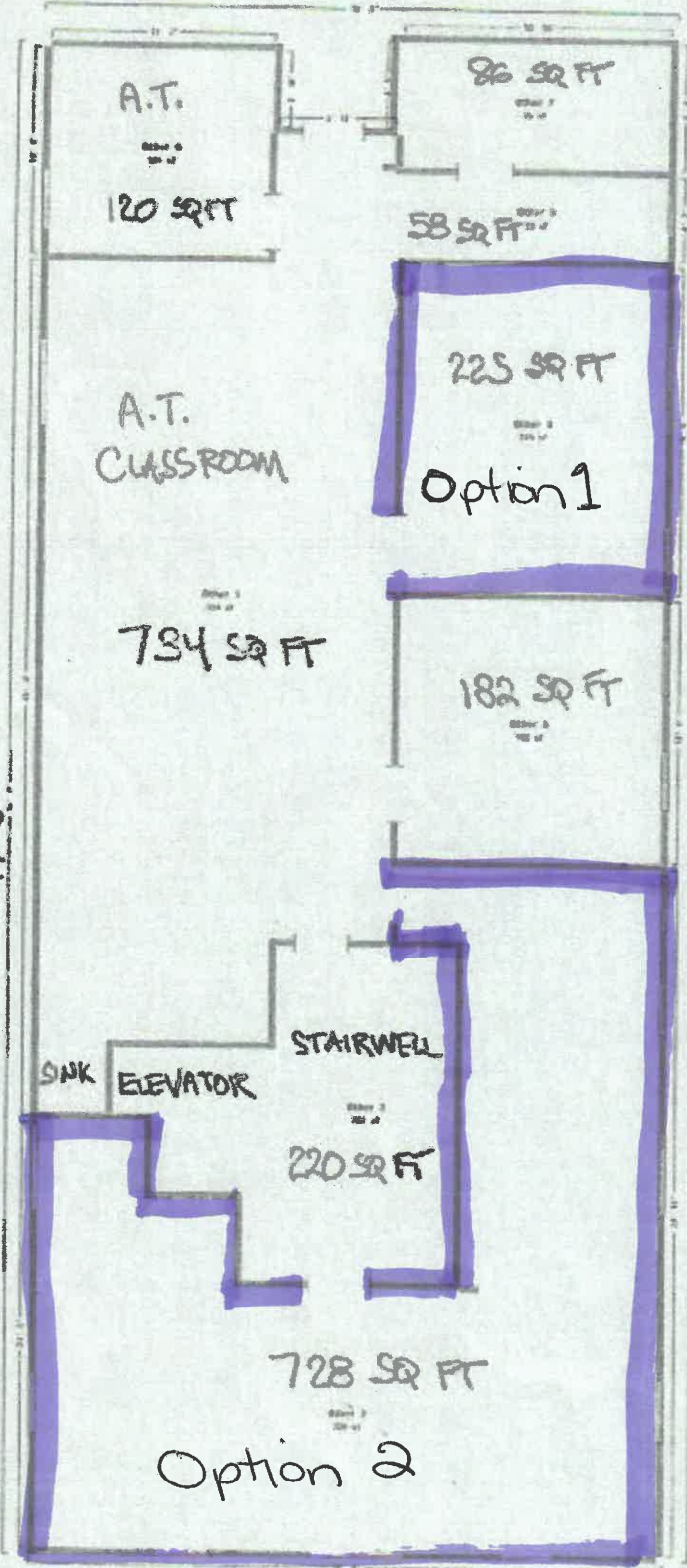
168.00

ALMOND TREE  
1195.60

1027.60

77'3"

W



120.40

81.20

315.00

254.80

1019.20  
E

S

	Option 1	Option 2
Price Per Sq Ft	\$1.40	\$1.40
Total Sq Ft	225	728
Monthly Lease	\$315.00	\$1,019.20

**Agenda Item IV. – A**

**Regional Waste Management Authority Office Space  
Attachment: Pictures**



## Agenda Item IV. – A

### Regional Waste Management Authority Office Space Attachment: Desk Space Options

#### Option 1:

Vendor: [Madison Liquidators](#)

Cost: \$2,490.00



#### Option 2:

Vendor: [Amazon; Tribesigns](#)

Cost: \$379.99



#### Option 3: 10' Conference Table with Square Panel Base

Vendor: [Jamesville Furniture](#)

Cost: \$1,750.00





**Agenda Item IV. – B  
Staff Report**

**Changing the Time for Commencement of Regular Board Meetings  
from 4:30 P.M. to 3:00 P.M.**

**ISSUE STATEMENT and DISCUSSION**

During the September 11, 2024 meeting, Board of Directors directed Executive Director Baxter to return to a future meeting to consider adjusting the start time of the regular board meetings. In discussion with Board members, RWMA staff, and consultants there was interest in revising its schedule so regular meetings can start at 3:00 p.m., or at such other time as the Board of Directors designates. Bylaws of the Regional Waste Management Authority Board of Directors allow the Board to establish meeting start times by Resolution.

**RECOMMENDATION**

Discuss and consider adopting Resolution 1-25 changing the time for commencement of regular Board meetings from 4:30 p.m. to 3:00 p.m.

**ATTACHMENT**

Resolution 1-25 changing the time for commencement of regular Board meetings from 4:30 p.m. to 3:00 p.m.

**REGIONAL WASTE MANAGEMENT AUTHORITY**

**RESOLUTION NO. 1-25**

**A Resolution of The Board of Directors Changing the Time for Commencement of Regular Board Meetings from 4:30 P.M. to 3:00 P.M.**

**WHEREAS**, Bylaws of the Regional Waste Management Authority Board of Directors allow the Board to establish meeting start times by resolution; and

**WHEREAS**, regular Board meetings currently begin at 4:30 p.m.; and

**WHEREAS**, the Board finds and determines that commencing its regular meetings at 3:00 p.m. is in the best interests of the public, the Board, and RWMA staff.

**NOW, THEREFORE, BE IT RESOLVED** by the Regional Waste Management Authority Board of Directors that effective immediately, open session for regular Board meetings, which shall continue to be held on the third Thursday of each month,, shall begin at 3:00 p.m., or as close as reasonably possible thereto. Closed session, if needed, shall be scheduled to precede or follow the regular meeting open session.

The foregoing resolution was passed by the Regional Waste Management Authority this 16<sup>th</sup> day of January 2025. Effective January 16, 2025.

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

\_\_\_\_\_  
Chairperson  
Regional Waste Management Authority

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

Date \_\_\_\_\_