



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE: Approval of the First Amendment to Lease of Premises by and between the City of Sausalito and Christopher and Daisy Scholz

RECOMMENDED MOTION: Adopt a Resolution of the City Council of the City of Sausalito Approving the First Amendment to Lease of Premises by and between the City of Sausalito and Christopher and Daisy Scholz

DISCUSSION

The City and Christopher and Daisy Scholz entered into a lease for the use of Suite 350, situated in Building 3 at the MLK site dated effected as of February 1, 2010 for use as an artist studio. Christopher and Daisy Scholz desire to rent additional space – Suite 340.

The proposed First Amendment amends the lease to provide for the lease of Suite 340 for a one year term with a monthly rental rate of \$1333.50. In addition, the proposed First Amendment extends the term of the Lease for Suite 350 for 2 additional months so that the lease of both suites will end at the same time on March 31, 2011.

FISCAL IMPACT

Under the proposed First Amendment the City will receive rent in the amount of \$1333.50 per month for Suite 340 for a total of \$16,002 over the one year term of the Lease. In addition, the City will receive two additional month's rent for Suite 350 for a total additional payment for Suite 350 of \$4878.00.

STAFF RECOMMENDATIONS

Adopt a Resolution of the City Council of the City of Sausalito Approving the First Amendment to Lease of Premises by and between the City of Sausalito and Christopher and Daisy Scholz.

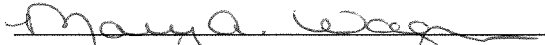
ATTACHMENTS

A Resolution of the City Council of the City of Sausalito Approving the First Amendment to Lease of Premises by and between the City of Sausalito and Christopher and Daisy Scholz

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Exhibit "A" to Resolution - First Amendment to Lease of Premises by and between the City of Sausalito and Christopher and Daisy Scholz

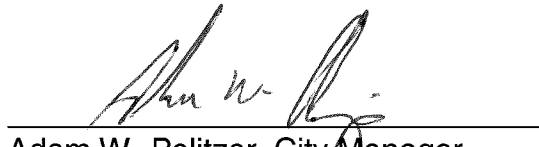
PREPARED BY:


Mary Anne Wagner, City Attorney

REVIEWED BY:

Charlie Francis, Administrative Services Director

SUBMITTED BY:


Adam W. Politzer, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SAUSALITO, CALIFORNIA
APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BY AND
BETWEEN THE CITY OF SAUSALITO AND CHRISTOPHER AND DAISY SCHOLZ**

WHEREAS, the City of Sausalito leases that certain real property located at 100 Ebbtide, Sausalito from the Sausalito School District (the "Site"); and

WHEREAS, the City and Christopher and Daisy Scholz ("Tenant") entered into the Lease dated February 1, 2010 (the "Lease") which provides for the lease of Suite 350 for use as an artist studio; and

WHEREAS, the City and the Tenant desire to enter into the First Amendment to the Lease which is attached hereto and incorporated herein by reference (the "First Amendment") in order to lease additional space at the Site known as Suite 340; and

WHEREAS, the approval of the proposed First Amendment is exempt from the application of the California Environmental Quality Act (California Public Resources Code Section 21000, et seq., "CEQA"), pursuant to Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines (Title 14, California Code of Regulations Section 15000, et seq.).

Now, therefore, the City Council of the City of Sausalito does hereby resolve as follows:

1. The City Council hereby finds that the proposed First Amendment is exempt from the application of CEQA pursuant to Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines and the City Clerk, or her designee, is directed to cause Notices of Exemption to be posted in accordance with CEQA.
2. The First Amendment by and between the City of Sausalito and the Christopher and Daisy Scholz which is attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Lease on behalf of the City.

3. Upon execution of the First Amendment by the Mayor, the City Manager (or his designee), is authorized, on behalf of the City, to approve and/or sign all documents necessary and appropriate to carry out and implement the First Amendment, and to administer the City's obligations, responsibilities and duties to be performed under the First Amendment and related documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the ____ day of _____, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF SAUSALITO

CITY CLERK

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Exhibit "A"

FIRST AMENDMENT TO LEASE OF PREMISES

THIS FIRST AMENDMENT TO LEASE OF PREMISES ("Amendment"), dated effective as of April 1, 2010 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **CHRISTOPHER AND DAISY SCHOLZ** ("Tenant").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into the Lease of Premises dated as of February 1, 2010 (the "Lease"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Lease.

B. The Lease provides for Landlord's lease to Tenant of a portion of the real property located at 100 Ebbtide, City of Sausalito, County of Marin, State of California and more particularly described as Building 3, Suite 350 at 100 Ebbtide, City of Sausalito, County of Marin, State of California (the "Existing Premises").

C. Tenant desires to lease additional space from Landlord, specifically Suite 340 in Building 3 (the "Additional Premises").

D. Landlord and Tenant desire to enter into this Amendment in order to provide for Tenant's lease of the Additional Premises.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, Landlord and Tenant hereby agree as follows:

Section 1. Premises. Article 1 of the Lease is hereby amended to provide that commencing upon the Effective Date of this Amendment, Landlord leases to Tenant and Tenant leases from Landlord Suites 340 (the "Additional Space"). The Additional Space (and each portion thereof) is subject to all of the terms and conditions of the Lease as amended by this Amendment. As utilized in the Lease the term "Premises" shall include the Additional Space.

Section 2. Term. The Term of the lease of the Additional Space shall be for a period of one (1) year ("Term") commencing April 1, 2010 ("Commencement Date") and ending one (1) year from the Commencement Date, that is at midnight on March 31, 2011 ("Expiration Date"), unless otherwise terminated or extended in accordance with the provisions of this Lease. In addition the Term of the Lease for the Existing Premises shall be extended to end on March 31, 2011.

Section 2. Base Rent. Section 3.1 of the Lease is amended to provide that Commencing on the Effective Date Tenant agrees to pay Landlord as Base Rent for the Additional Space One Thousand Three Hundred Thirty Three Dollars and 50/100 (\$1,333.50) monthly in advance on the first of the month during the Term.

Section 3. Security Deposit. Section 6.1 of the Lease is amended to provide that on or before the Effective Date Tenant shall deposit with Landlord Two Thousand Six Hundred Sixty Seven Dollars (\$2,667.00) (the "Additional Space Security Deposit").

Section 4. Insurance. Prior to the Effective Date Tenant shall deliver to Landlord certificates reasonably acceptable to the Landlord's City Manager or his designee evidencing that Tenant has obtained insurance meeting the requirements of Article 9 of the Lease for the Additional Space.

Section 5. Effect on Lease. Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall control.

Section 6. Entire Agreement; Conflicts. This Amendment and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

Section 7. Execution. This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

LANDLORD:

CITY OF SAUSALITO, a municipal corporation

Dated: _____, 2010

By: _____
Jonathan Leone, Mayor

ATTEST:

Deputy City Clerk

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APPROVED AS TO FORM:

City Attorney

TENANT:

CHRISTOPHER AND DAISY SCHOLZ

Dated: _____, 2010

By: _____
Christopher Scholz

Dated: _____, 2010

By: _____
Daisy Scholz

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