

C38



COUNTY OF HUMBOLDT

For the meeting of: 5/7/2019

File #: 19-519

To: Board of Supervisors

From: Public Works

Agenda Section: Consent

SUBJECT:

First Amendment to Lease with Christopher J. Rohrs for the Humboldt County Courthouse Snack Bar in Eureka

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute the First Amendment to Lease Agreement; and
2. Direct the Clerk of the Board to return one executed First Amendment to Lease Agreement to Public Works - Real Property for distribution to the lessee.

SOURCE OF FUNDING:

Snack Bar Equipment Replacement Trust (3815)  
General Fund (1100)

DISCUSSION:

On June 5, 2018, your Board approved a lease to Christopher J. Rohrs (lessee) to operate and maintain a Snack Bar at the Humboldt County Courthouse.

The lessee has requested the county periodically clean and wax the floors of the Snack Bar. This will not only provide a cleaner space for food service, but routine maintenance helps to prolong the life of the flooring. Jess W. Ward, Custodial Supervisor for the Courthouse, has agreed to perform the cleaning at the lessee's expense. The costs associated with the cleaning are approximately Five Hundred Forty Dollars (\$540.00) for one year and will be paid by the lessee in the form of a rent increase. Rent is proposed to increase Forty-Five Dollars (\$45.00) per month for a total of Four Hundred Forty Five Dollars (\$445.00) per month, to be effective on the first of the month following the date of the lease.

Attached is a First Amendment to Lease Agreement that increases the rent, outlines the work to be performed by the county, and denotes the effective commencement date for requested approval.

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**FINANCIAL IMPACT:**

The cost for the work will amount to Five Hundred Forty Dollars (\$540.00) per year, resulting in a rent increase for a new monthly rent of Four Hundred Forty Five Dollars (\$445.00). The rent increase in the amount of Forty Five Dollars (\$45.00) shall be deposited to the general fund through the Facilities Management budget unit 1100-162 and Four Hundred Dollars (\$400.00) will be deposited to the Snack Bar Equipment Replacement Trust (3815).

**STRATEGIC FRAMEWORK:**

This action supports your Board's Strategic Framework by providing for and maintaining infrastructure.

**OTHER AGENCY INVOLVEMENT:**

None

**ALTERNATIVES TO STAFF RECOMMENDATIONS:**

The Board could choose not to approve the First Amendment, however this is not recommended as the floors of the Snack Bar will deteriorate over time without proper maintenance of cleaning and waxing.

**ATTACHMENTS:**

First Amendment to Lease Agreement  
Attachment No. 1 - Lease  
Attachment No. 2 - Costs  
Exhibit A - Floor striping and waxing

**PREVIOUS ACTION/REFERRAL:**

Board Order No.: C-30  
Meeting of: June 5, 2018  
File No.: N/A

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease entered into on June 5, 2018 between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and CHRISTOPHER J. ROHRS, a sole proprietor, hereinafter called LESSEE, is entered into this 7 day of May, 2019.

**WHEREAS**, COUNTY owns and operates a building known as the Humboldt County Courthouse; and

**WHEREAS**, LESSEE leases and operates a Snack Bar commonly known as the Smoke House within the Courthouse for use by its employees and the public; and

**WHEREAS**, the term of the lease shall terminate on September 30, 2019, with an option upon approval by the County for the LESSEE to continue operations on a year to year basis not to extend beyond September 30, 2023; and

**WHEREAS**, LESSEE has requested the County to strip and wax the floor of the Snack Bar on an annual basis.

**WHEREAS**, COUNTY has agreed to accommodate the request; and

**WHEREAS**, COUNTY and LESSEE desire to amend the lease as specified;

**NOW, THEREFORE**, it is mutually agreed as follows:

1. Section 9. MAINTENANCE AND REPAIRS OF PREMISES AND EQUIPMENT, Provision A (7) is added to the lease to read as follows:

(7) Stripping and waxing of the floor shall be accomplished as described in Exhibit C – Floor stripping and waxing.

2. Section 5, RENT, of the lease is amended to read as follows:

LESSEE shall pay to COUNTY as rent for the leased Premises a monthly rental as follows:

Four Hundred Forty Five Dollars (\$445.00) per month.

Rent shall be made payable to County of Humboldt, and submitted to County of Humboldt, Purchasing Department, 825 5<sup>th</sup> Street, Room 112, Eureka, CA 95501.

3. In all other respects the Lease between the parties entered into on June 5, 2018 shall remain in full force and effect.

[Signatures on Following Page]

FIRST AMENDMENT TO LEASE AGREEMENT


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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Lease dated June 5, 2018 on the date indicated above.

COUNTY OF HUMBOLDT

LESSEE: CHRISTOPHER J. ROHRS

By:   
CHAIRMAN  
BOARD OF SUPERVISORS

By:   
Name: Christopher J. Rohrs  
Title: owner

ATTEST:

(SEAL)

By:   
CLERK OF BOARD  
*Ryan Sharp, Deputy*

## **Exhibit A – Floor stripping and waxing**

### **Step 1 – contact Custodial Supervisor at 707-834-6359 to schedule work**

#### Day – Thursday

Chris Rohr removes all tables and chairs

#### Evening - Thursday

Strip the floor with two gallons of floor stripper

8 man hours

#### Evening – Friday

Finish cleaning floor

Burnish floor

Put down 2 gallons floor finish

Buffing

2 man hours

#### Day – Monday

Chris Rohr re- installs all tables and chairs

### **Step 2 – contact Custodial Supervisor at 707-834-6359 to schedule work**

#### 6 months later – Day – Friday

Chris Rohrs removes all tables and chairs

#### Evening - Friday

Clean Floor

Burnish Floor

Possible additional floor finish

Buffing

2 man hours

#### Day – Monday

Chris Rohrs re-installs all tables and chairs