



City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: March 7, 2016

Re: Amendment to Lease Agreement with Transportation Security Administration at the Columbia Regional Airport

Executive Summary

Authorizing an amendment to the lease agreement with Transportation Security Administration (TSA), for the lease of additional office space in the North Terminal Building at the Columbia Regional Airport.

Discussion

On September 2, 2014, Council authorized an agreement with TSA to lease 296 square feet of office space in the North Terminal building at the Columbia Regional Airport for a five year period, through November 1, 2019. The current annual lease payment is \$4,440.00 (\$370.00 per month).

TSA requests to amend this agreement to lease an additional 600 square feet for staff training and a staff break area. The FAA vacated this 600 square foot office area in 2013 when they consolidated their operations in the former Flight Service Station building. TSA will lease this area at the standard annual rate of \$15.00 per square foot for an additional \$9,000 per year. A diagram of the new lease space is on file in the Airport Superintendent's office. All other terms and conditions of the lease agreement shall remain in force and effect.

Fiscal Impact

Short-Term Impact: Lease payment from TSA will increase from \$4,400 per year to \$13,440 per year for a 5 year period.

Long-Term Impact: TSA will lease office space for \$13,440 per year, for a five year period.

Vision & Strategic Plan Impact

Vision Impacts:

Primary Impact: Transportation, Secondary Impact: Secondary, Tertiary Impact: Tertiary

Strategic Plan Impacts:

Primary Impact: Not Applicable, Secondary Impact: Secondary, Tertiary Impact: Tertiary

Comprehensive Plan Impacts:

Primary Impact: Not Applicable, Secondary Impact: Secondary, Tertiary Impact: Tertiary



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Legislative History

Date	Action
09/02/2014	Authorizing an agreement with TSA for the lease of office space in the North Terminal Building at Columbia Regional Airport.

Suggested Council Action

Authorize an amendment to the lease agreement with TSA for an additional 600 square feet of space in the North Terminal building at the Columbia Regional Airport.

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 54-16

AN ORDINANCE

authorizing Lease Amendment No. 2 to the agreement with the Transportation Security Administration, acting by and through the designated representative of the General Services Administration – Public Buildings Service, for the lease of office space in the North Terminal Building at Columbia Regional Airport; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute Lease Amendment No. 2 to the agreement with the Transportation Security Administration, acting by and through the designated representative of the General Services Administration – Public Buildings Service, for the lease of office space in the North Terminal Building at Columbia Regional Airport. The form and content of the amendment shall be substantially in the same form as set forth in "Attachment A" attached hereto. Any actions taken by or on behalf of the City in connection with such amendment to the agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2016.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
COLUMBIA REGIONAL AIRPORT North Terminal Building 260 1120 S Airport Drive Columbia, MO 65201-7480	TO LEASE NO. GS-06P-LMO31019 PDN Number: N/A

THIS AMENDMENT is made and entered into between **The City of Columbia**

whose address is: 701 E. Broadway
Columbia, MO 65201-4465

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Lease Amendment (LA) is to establish an increase of space and substantial completion of Tenant Improvements so rental payments may begin for Block B which the Government will occupy at this leased location.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 1, 2016, as follows:

1. The Government hereby accepts Block B, 600 rentable square feet (RSF), yielding **600** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space as "substantially complete," effective February 1, 2016.
2. Section 1.01 A of the subject lease is amended as follows:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **896** rentable square feet (RSF), yielding **896** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor of the Building. Of this total, Block A consists of 296 RSF which yields 296 ABOA. Block B consists of 600 RSF, which yields 600 ABOA.


This Lease Amendment contains 2 pages and Exhibit A containing 11 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


APPROVED AS TO FORM FOR THE LESSOR BY:

FOR THE GOVERNMENT:

Signature: 
 Name: Nancy Thompson
 Title: City Counselor
 Entity Name: The City of Columbia
 Date: _____

Signature: _____
 Name: Kristin M. Sowell
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Real Estate Acquisition Division
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Mike Arttner
 Title: City Manager
 Date: 2-29-16

3. The term of this Lease remains 5 years, 5 years firm. The Lease was effective November 1, 2014. Termination rights remain as stated in section **1.04 TERMINATION RIGHTS (ON AIRPORT)** in Lease GS-06P-LMO31019.
4. As of February 1, 2016, and with acceptance of Block B, Section 103.A and B are amended as follows:

RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2012)

- A. As of January 14, 2016, The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Dates	Block and Square footage	Annual Rent	Annual Rate/RSF
Nov.1, 2014 thru Jan.31, 2016	Block A (296 sq feet)	\$4,400.00	\$15.00
Feb.1, 2016 thru Oct.31, 2019	Block A and Block B (600 sq feet) = 896 sq ft	\$13,440.00	\$15.00

- B Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **896** ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
5. The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
6. Tenant Improvement (TI) Final Construction Drawings attached as Exhibit A.

INITIALS: _____ & _____
LESSOR GOVT

EXHIBIT A ON FILE IN THE CITY CLERK'S OFFICE