

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 151-08

AN ORDINANCE

authorizing the City Manager to execute an agreement with Ash Street Arts, LLC for the lease of space for the C.A.R.E. program; 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 an agreement with Ash Street Arts, LLC for the lease of space for the C.A.R.E. program. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

PASSED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

COMMERCIAL LEASE

This lease, made and entered into this _____ by and between Ash Street Arts, LLC, hereinafter referred to as "LESSOR," and the City of Columbia, Missouri, on behalf of its C.A.R.E. Program, hereinafter referred to as "LESSEE".

WITNESSETH:

1. Leased Premises: The LESSOR does hereby lease and demise unto the LESSEE and the LESSEE does hereby take as LESSEE the following described premises situated in the city of Columbia, Boone County, Missouri, To-Wit:

1325 square feet of office space at 110 Orr Street, (Suite 106 and 107) see Exhibit A for office space layout and details.

2. Term: The term of this lease shall be one year commencing June 1, 2008 and ending May 31, 2009. Under the terms and conditions hereinafter set forth. This lease contains an option for renewal for 4 (four) additional 1 (one) year terms. Notice for renewal should be made 60 (sixty) days prior to the expiration of the initial term. After the first year, this lease can be terminated by either party by giving 90 (ninety) days written notice to the other party.
3. Rental: The LESSEE shall pay the LEESOR as rent on the leased premises the sum of one thousand eight hundred dollars (\$1,800.00) due on the first of each month. LESSEE shall make all monthly rental payments to:

Ash Street Arts, LLC
1101 E. Walnut
Columbia, MO 65201

Or whatever substituted person or address as LESSOR so advises LESSEE from time to time during the term of this lease or any extensions thereof. The base rent shall be adjusted annually based upon the Consumer Price Index (CPI) on the anniversary date of this Agreement.

4. Use of premises: The LESSEE shall use the premises for office purposes, and for such other business that the LESSEE shall desire to engage in as long as the LESSEE'S use shall not be for any immoral or unlawful purpose or purposes. This includes the use of the building after hours and on weekends. The LESSEE shall have the right to assign or sublet this lease with the written consent of the LESSOR which will not be unreasonable withheld, but any assignment or subletting of the lease shall not relieve LESSEE from his/her obligation for the rental provided hereinabove. The LESSEE shall not perform any acts or carry on any practices which may injure the building and shall keep the premises clean and free of rubbish.
5. The LESSOR covenants and agrees:
 - A. LESSOR shall repair and maintain the parking lot, the roof of the building, exterior walls, all common areas. Major systems such as heating, air conditioning, plumbing and electrical shall also be the responsibility of the LESSOR.
 - B. To maintain the outside premises and the building exterior, including glass in the windows of the demised premises in such repair and condition so that the space leased will be available and usable for the purposes intended during the term hereof.

- C. To provide janitorial services to the common areas including hallways, stairwells and bathrooms.
 - D. To provide snow and ice removal for parking lots and sidewalks.
 - E. To provide all utilities as stated in Exhibit B.
 - F. To maintain a policy of fire, extended coverage and general liability insurance on the property in amounts satisfactory to LESSEE and to pay all real estate taxes as they shall come due from time to time.
6. The LESSEE covenants and agrees:
- A. To pay the rent to LESSOR or it's designated agent at the time and in the manner herein provided without demand therefore.
 - B. To make no alterations or repairs to the leased space without the prior written consent of the LESSOR, it being agreed that all such alterations or repairs to the leased space shall be at LESSEE'S sole expense and shall (except in the case of moveable fixtures) remain the property of the LESSOR upon termination the lease for any purpose.
 - C. To affix no awning or signs of any kind on the outside walls of the building without the prior written consent of the LESSOR nor to cut or bore into any column or beam or any part thereof without the written consent of the LESSOR, such consent not to be unreasonably withheld.
 - D. To take good care of the demised space during the term of the lease and to keep the same in good order and repair and free from filth, danger of fire or explosion, or any nuisance. To make all necessary normal repairs under \$100.00 to the interior of the suite including all light bulbs in the suite.
 - E. To permit the LESSOR or LESSOR'S agent to enter, after reasonable notice, the leased space any reasonable time for the purpose of inspecting the same or making repairs to the interior or the exterior of the building.
 - F. LESSEE shall, during the entire term thereof, keep in full force and effect a policy of public liability insurance with respect to the premises and the business operated by the LESSEE .
 - G. LESSEE agrees that at the expiration of this lease or renewal thereof or upon cancellation by either party, it shall return the premises to the LESSOR in the same conditions it was leased, less reasonable wear and tear.
7. Hold Harmless: LESSOR shall indemnify and hold harmless the LESSEE, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of LESSOR. The LESSEE also agrees to protect and save the LESSOR harmless from any and all public liability claims for injury to persons or property arising out of the occupancy or operation of the leased premises by the LESSEE.
8. Definition of terms: Whenever the words "LESSOR" or "LESSEE" is used herein, it shall be construed to include the heirs, executors, administrators, successors, or assigns, subject always to the restrictions contained herein as to subletting or assignment of this lease.
9. That this lease agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

10. Any notices called for herein shall be given to:

If to LESSOR: ASH STREET ARTS, LLC
1101 E. WALNUT
COLUMBIA, MO 65201

If to LESSEE: C.A.R.E. PROGRAM
CITY OF COLUMBIA, PARKS AND RECREATION DEPARTMENT
1 SOUTH 7TH STREET
COLUMBIA, MO 65201

11. Entire Agreement

This Agreement, along with Exhibit A, represents the entire and integrated Agreement between the Ash Street Arts, LLC and The City of Columbia.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first above written,

LESSOR:
ASH STREET ARTS, LLC

By: _____
Mark Timberlake

ATTEST:

LESSEE:
CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

ATTEST:

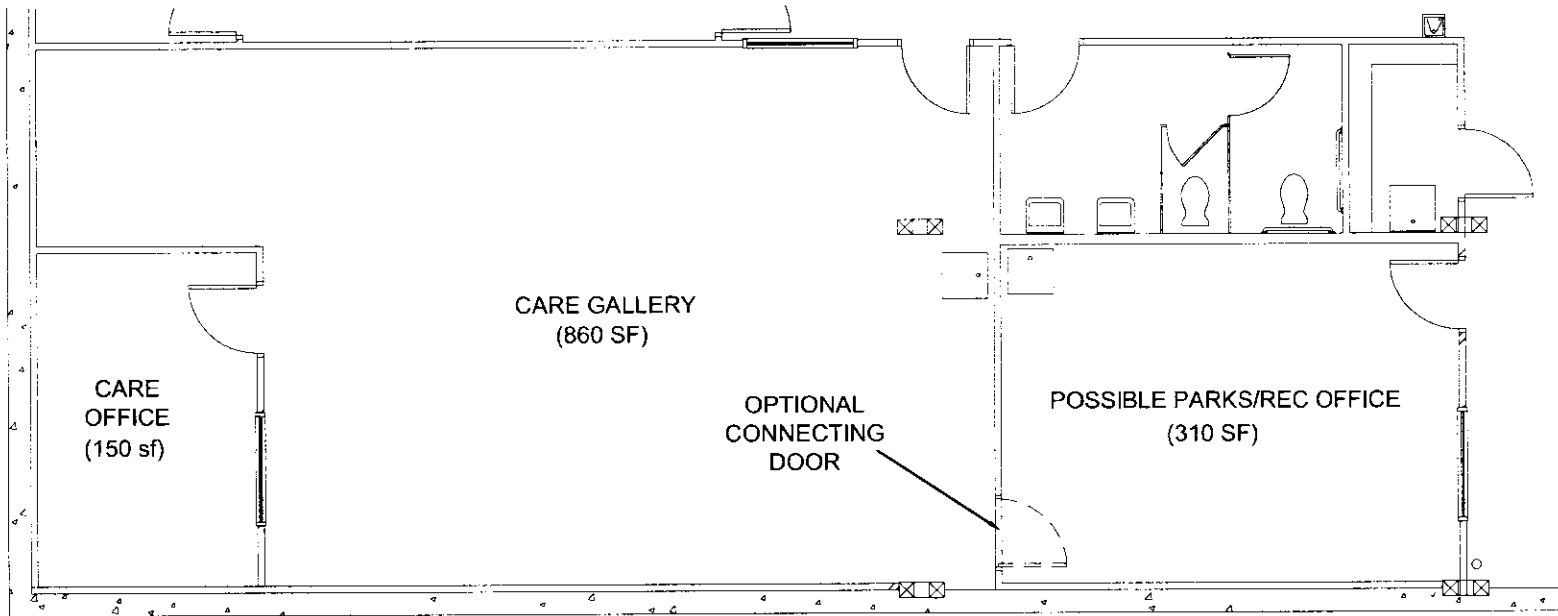
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

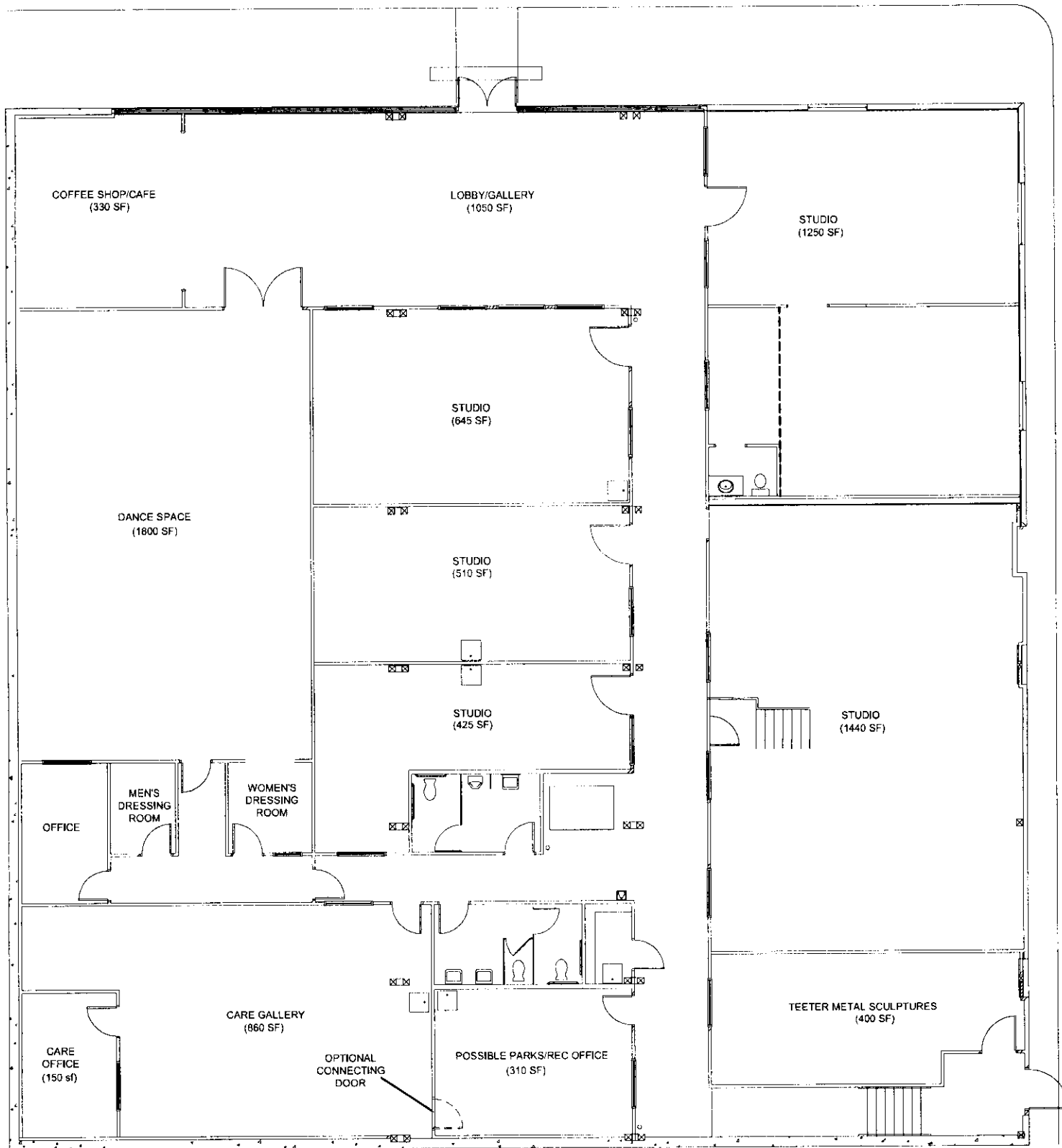
CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Lori B. Fleming, Director of Finance



ORR STREET ARTS WAREHOUSE - 110 ORR ST.

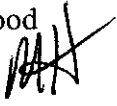
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ORR STREET ARTS WAREHOUSE - 110 ORR ST.

Source:

Mike Hood



TO: City Council
FROM: City Manager and Staff 
DATE: May 12, 2008
RE: C.A.R.E. Lease Agreement – Parks & Recreation Program Space

Summary: At the April 21, 2008 City Council meeting, the Parks and Recreation Department presented a report (attached) which would move the City's C.A.R.E. Program from its present location to one in the Orr Street Studios. At that time, Council directed staff to bring back an ordinance authorizing the City Manager to enter into an agreement with Ash Street Arts, LLC for the purposes of renting the office space. This ordinance authorizes the proposed lease.

Fiscal Impact

YES

NO

SUGGESTED COUNCIL ACTION: Should the City Council agree with this recommendation, authorize the City Manager to enter into a lease agreement with Ash Street Arts, LLC for the purposes of renting the facility at 1101 E. Walnut Street for use by the Parks and Recreation Department's C.A.R.E. Program.

Other Info.

Source:
Mike Hood

TO: City Council
FROM: City Manager and Staff
DATE: April 21, 2008
RE: C.A.R.E. Lease Agreement – Parks & Recreation Program Space

Fiscal Impact
YES x
NO

Other Info.

Summary: The Columbia Parks & Recreation Department has for several years operated the C.A.R.E. Program of the Recreation Services Division from an office space located at 800 N. Providence in a facility managed by A & B Management. The C.A.R.E. Program provides an at-risk youth employment program for youth ages 14 – 18 years of age. It also facilitates the C.A.R.E. Gallery (arts component), coordinates the Missouri Options program with the Columbia Public School District, and provides career counseling and academic assistance. The facility on Providence Road has not been meeting some of the needs of the program in staff's opinion. The Parks & Recreation Department, through the Finance Department's Purchasing Division, sought proposals for a new space. The Department received a total of four proposals for alternate program space. After reviewing the proposals, the preferred option is for the space offered by Ash Street Arts, LLC for the property located at 1101 E. Walnut. This location is part of the Orr Street Studios which has recently been renovated. The space appears to best meet the needs of the Department. The Parks & Recreation Department is requesting approval to bring back an ordinance which would authorize the City Manager to enter into a lease agreement with Ash Street Arts, LLC for the purposes of renting the space for the C.A.R.E. Program including the C.A.R.E. Gallery space needs.

DISCUSSION: The City presently leases an office space (1,700 square feet) for the C.A.R.E. Program at 800 N. Providence Road, Suite 210, from A & B Management. The C.A.R.E. Program has been in this location since May, 2005 and in another space within the same building prior to that. The C.A.R.E. Program provides a summer youth employment program for at-risk youth ages 14 – 18. The Program secures public/private employers and pairs them with eligible youth. In addition to the youth employment aspect of the program, the C.A.R.E. Program also operates the C.A.R.E. Gallery (arts component of the program designed to provide exposure to the arts as a possible career), works with the Columbia Public School District with the Missouri Options program (provides eligible youth with an opportunity to obtain their G.E.D. or high school diploma) and provides career counseling and academic assistance.

The Parks and Recreation Department has been working to identify alternate locations for the C.A.R.E. Program. In March 2008, Request for Proposals were sent out through the City's Purchasing Division. These RFP's addressed the identified areas of need for the C.A.R.E. Program such as ADA accessibility, public bus routes, parking,

location, etc. Based upon an evaluation of the RFP's, it was decided to consider the proposal submitted by Ash Street Art, LLC for the space located at 1101 E. Walnut. This space includes the Orr Street Studios which have recently been renovated. The C.A.R.E. Gallery has used some of the Orr Street Studio space for their animation project the last two years. Ash Street Art is willing to remodel the existing space to meet the City's needs. The proposed location's advantages include: location just east of the Wabash Station providing good public transportation access, availability of on-street parking, within walking distance of Jefferson Junior High School, Douglass and Hickman High Schools, ADA accessibility, fire sprinklers, free internet access and a security system. The facility also provides space for the C.A.R.E. Gallery which is presently held at an off-site location which is rented during the summer months. The C.A.R.E. Program also rents space from the ARC for the Trainee job interviews, employer orientations and for the Men's/Women's Empowerment component of the program. These programs could all be accommodated at the Walnut Street location. The benefits of having all aspects of the Program under one roof include providing closer supervision of the various aspects of the program and serving as a one-stop shop for the C.A.R.E. Trainees and their families as well as employers.

The present location on Providence provides 1,700 square feet of space but this space is not efficiently divided to meet the needs of the C.A.R.E. Program. The monthly cost is \$1,800 (\$21,600 annually or \$12.71/s.f.). In addition to this, the C.A.R.E. Gallery has rented 750 s.f. during the summer months at a cost of \$2,250 (\$750 per month plus utilities). The C.A.R.E. Educational Component has rented classroom space from the ARC for a total of \$2,387. This brings the total expenditures for the C.A.R.E. Program facility rentals to \$26,237.

The facility at the Orr Street Studios is a total of 1,325 square feet and the rent is \$1,800 per month (\$21,600 annually or \$16.30/s.f.) and includes utilities. This is a one year lease with an option to renew for four additional years. The use of this space for all CARE activities should result in a decrease in overall rental costs incurred by the program.

As proposed, the Parks and Recreation Department would like to relocate the C.A.R.E. Program to the facility on Orr Street. It would be the desire of the Department to move the C.A.R.E. Gallery and Empowerment programs to this facility during the summer program months (June – August). The C.A.R.E. offices would remain in their present location until the conclusion of this summer's program. The offices would then move to the new space around the second week of August. It is the Parks and Recreation Department's desire to move forward with this move and to bring back to the City Council a proposed Lease Agreement at the first meeting in May.

SUGGESTED COUNCIL ACTION: Should the City Council agree with this recommendation, authorize the Parks and Recreation Department to bring back an ordinance authorizing the City Manager to enter into a lease agreement with Ash Street Arts, LLC for the purposes of renting the facility at 1101 E. Walnut Street for use by the Parks and Recreation Department's C.A.R.E. Program.