

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 82-13

AN ORDINANCE

authorizing lease agreements with The Callaway Bank and Hawaii, Inc. d/b/a Taj Mahal for retail space in the Fifth Street and Walnut Street parking garage; 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 a lease agreement with The Callaway Bank. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is hereby authorized to execute a lease agreement with Hawaii, Inc. d/b/a Taj Mahal. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

LEASE

This lease is entered into on this 11th day of February, 2013, between the City of Columbia, Missouri (City) and The Callaway Bank (Lessee).

The City and Lessee agree as follows:

- 1) **Leased Premises:** The City hereby leases to Lessee the following space in the City's Fifth Street and Walnut Street Parking Garage:
 - a) Approximately 1,204 square feet located on the ground floor of the structure made up of suite 108 as shown on Attachment A, which is attached to and made a part of this lease. Herein after the "Leased Premises."
- 2) **Term:** The term of this lease shall be two (2) years starting when possession is granted. Possession is granted after completion of all the following: lease execution, completion of interior space and award of occupancy permit. If possession has not been granted in one year from the date of this lease, the lease is void; unless the City and the Lessee agree in writing to another date for possession to be granted.
 - i) (a) **Renewal Option:** Provided Lessee is not in default under any of the terms and conditions of the lease agreement Lessee will have the option to renew the lease for one (1) additional two (2) year term, starting upon the expiration of the original term, with the same terms, covenants and conditions as are set forth for the original term except for the rental rates.
 - ii) In order to exercise this renewal option Lessee shall notify City, in writing, at least 150 days in advance of lease expiration date, of Lessee's intent to renew the lease for the additional two year term. Any failure to follow the provisions of this section by the Lessee shall waive the Lessee's option to renew and the termination date will be the original termination date of the lease.
- 3) **Rent:** Rent shall be \$1,255 monthly for the Leased Premises. A Security deposit of \$2,510 rent shall be paid at lease execution date. The first month's rent shall be due after the occupancy permit is granted for the space, thereafter rent shall be paid on the 1st of each month to the City of Columbia and delivered to:

City of Columbia
Finance Department, attn: Marcia Martin
701 East Broadway
P.O. Box 6015
Columbia, MO 65205-6015
- 4) **Finishing Leased Space:** The Leased Premises currently consist of unfinished space. The City, at a cost not to exceed \$125,000, will convert the "Leased Premises" interior to usable space for the purposes of the tenant.

Notwithstanding any other section of this lease, all items and tasks paid for by the City, shall be the property of the City and Lessee agrees to maintain and repair all items and finished tasks in good working order.

If the bids to finish the "Leased Premises" exceed \$125,000 the parties may negotiate terms that are acceptable to both sides or at the option of either party, the lease can be cancelled in writing and then this lease shall be void.

- 5) **Use of Leased Premises:** Lessee will use the Leased Premises for suitable C2 purposes only and will not perform any acts or carry on any practices that may injure the building or premises.
- 6) **City Obligations:** City shall maintain only the following of the Leased Premises: the foundation; the parking areas of the Garage; the structural soundness of: the roof, exterior walls, exterior doors and windows. The City shall remove snow and ice from the sidewalk.
- 7) **Lessee Obligations:** Lessee agrees for the Leased Premises to do the following:
 - (a) To provide all janitorial services;
 - (b) To provide all utilities;
 - (c) To make no alterations or major repairs to the Leased Premises without the prior written consent of the City, such consent shall not be unreasonably withheld (all such alterations and repairs shall be at Lessee's expense.);
 - (d) To obtain the written consent of City before installing any signs;
 - (e) To take good care of the property and keep it in good order and repair and free from filth, danger of fire or explosion and any nuisance;
 - (f) To permit agents of the City, after reasonable notice, to enter the Leased Premises at any reasonable time to inspect the premises;
 - (g) To return the premises to City at the expiration of the lease in a reasonable condition; and
 - (h) To maintain the electrical, water and HVAC systems.
- 8) **Condition of Property:** During the term of this lease, Lessee shall be solely responsible for the condition of the Leased Premises except as otherwise stated in section 6.
- 9) **Insurance:** During the term of this lease, Lessee shall procure and maintain the following insurance coverages at its sole cost and expense: Commercial General Liability with a \$1,000,000.00 combined single limit, on a per occurrence basis (including premises and operations, contractual, and products/completed operations exposure). All policies of insurance that Lessee is required to maintain hereunder

shall be primary and noncontributory, shall be issued by solvent and reputable insurance companies (minimum A. M. Best Rating A-, X) and in such form as are acceptable to City. Lessee is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within 30 business days of cancellation. The City has the right to request and receive a copy of the policy.

- a) Lessee shall maintain the Premises in a safe and careful manner. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance. City shall not be required to maintain insurance against thefts within the Leased Premises.
- b) If Lessee fails to maintain and keep in force the insurance required by this lease, City shall have the right to cancel and terminate the lease without notice.
- c) On all such policies, the City shall be endorsed as an additional insured. Lessee shall furnish to City a certificate satisfactory to City evidencing that all required insurance is in full force and effect and all premiums due therefore have been paid.

10) **Destruction of Property:** If the Leased Premises is destroyed or substantially damaged by fire, earthquake, tornado, storm or any cause beyond the control of City, so that the Leased Premises cannot reasonably be occupied by Lessee, this lease shall terminate. If the Leased Premises is damaged by any of the above causes, but not to the extent that it cannot reasonably be occupied by Lessee, the parties shall negotiate on repair of the Leased Premises. If the parties are unable to agree on the terms of repair of the Leased Premises, either party may terminate the lease by giving written notice to the other party.

11) **Notices:** Notice under this lease shall be given in writing and may be hand delivered, sent by U.S. mail:

If delivered to City:

City Manager
701 East Broadway
P.O. Box 6015
Columbia, MO 65205-6015

If delivered to Lessee:

The Callaway Bank
5 East 5th Street, PO BOX 10
Fulton, MO 65251

A party may change the address to which notice is to be given by giving notice of such change to the other party.

12) **Assignments and Subletting:** Lessee shall not assign its interest in this lease or sublet any portion of the Leased Premises without the prior written consent of the City.

- 13) **Benefit of Parties:** This lease is for the sole benefit of the parties and nothing in this lease shall be construed to give any benefits or rights to any third party.
- 14) **Authority to Execute Lease:** The persons executing this lease personally represent and warrant that they have been duly authorized to execute this lease on behalf of their respective entities.
- 15) **City total costs:** All costs associated with this lease shall not exceed \$125,000.
- 16) **Compliance With Laws:** Lessee shall at all times comply with all laws, regulations and rules of federal, state and municipal agencies.
- 17) **Taxes:** Lessee will be responsible for payment of all personal property and other taxes assessed upon and arising from its use of the Leased Premises.
- 18) **Governing Law/Jurisdiction:** This lease shall be construed in accordance with the laws of Missouri. Should any part of this lease be litigated, venue shall be proper only in the Circuit Court of Boone County, Missouri or the United States District Court for Western Missouri. If any term of this lease is found by a court of competent jurisdiction to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall remain in effect.
- 19) **Employment of Unauthorized Aliens Prohibited:**
- a) Lessee agrees to comply with Missouri State Statute section 85.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - b) As a condition for the award of this contract the Lessee shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Lessee shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - c) Lessee shall require each subcontractor to affirmatively state in its contract with Lessee that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Lessee shall also require each subcontractor to provide Lessee with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 20) **Cancellation by the Lessee, Events of Default by the City:** The following event shall constitute an "Event of Default by the City":

- a) If the City fails after receipt of written notice from Lessee to keep, perform, or observe any term, covenant or condition herein contained to be kept, performed, or observed by the City and such failure continues for thirty (30) days, or if by its nature such Event of Default by the City cannot be cured within such thirty (30) day period, and City fails to commence to cure or remove the same as promptly as reasonably practicable.
- b) If City has begun the process of approval of certain purchases or expenditures, such action will constitute a cure of the Event of Default by the City so long as the process is continued in a reasonable manner.

21) Remedies for the City's Default: Upon the occurrence of an Event of Default by the City, Lessee shall have the right to terminate this lease by giving the City written notice. Thirty days after the City has received the written notice to terminate, the lease shall terminate as if the term has ended under section 26 below.

22) Cancellation by the City, Events of Default by the Lessee: Each of the following events shall constitute an "Event of Default by the Lessee":

- a) Lessee fails to pay rent within twenty (20) days of the date due, and such default continues for a period of ten (10) days after receipt of written notice from City that such non-payment constitutes an event of default;
- b) Lessee fails after receipt of written notice from City to keep, perform or observe any term, covenant or condition of this lease, and such failure continues for (30) days after such receipt or, if the performance cannot be reasonably had within the thirty (30) day period, if Lessee shall not diligently proceed to completion of performance;
- c) Lessee shall become insolvent, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall take the benefit of any present or future insolvency statute by answer or other means, or shall make a general assignment for the benefit of creditors;
- d) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment;
- e) If Lessee shall vacate or abandon the Leased Premises; or
- f) If this lease or the estate of Lessee hereunder shall be transferred to, assigned to, or shall pass or devolve on any other person, entity, or party, except in the manner herein permitted;

23) **Remedies for Lessee's Default:** In the Event of Default by Lessee, the rights of the City shall be as follows (which shall be cumulative and in addition to any other rights the City may have under applicable law):

- a) The City shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of the Lessee hereunder after not less than a five (5) day notice of the cancellation and termination. On expiration of the time fixed in the notice the lease and the right, title and interest of the lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's continued liability for all amounts due hereunder, as if the date fixed in the notice of cancellation and termination were the end of the lease term.
- b) City, in addition to the right of termination and to any other right or remedies it may have at law or in equity, shall have the right of reentry and may remove all Lessee's persons and property from the Leased Premises. Upon any such removal, Lessee property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should City elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, City may, at any time subsequent to an Event of Default of Lessee, either terminate this lease or relet the Leased Premises and any improvements hereof or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rentals, fees and charges and upon such other terms and conditions as the City in its sole discretion may deem advisable, with the right to make alterations, repairs or improvements on said Leased Premises. No reentry or reletting of the Leased Premises by the City shall be construed as an election on City's part to terminate this lease unless a written notice of such intention is given to Lessee. In reletting the Leased Premises, the City shall be obligated to make a good faith effort to obtain terms and conditions no less favorable to it than those contained herein and other wise seek to mitigate any damage it may suffer as a result of The Event of Default by Lessee.
- c) Unless City elects to terminate this lease, Lessee shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this lease at the expiration date set forth hereinabove, subject to offset as described herein.
- d) In the event that the City relets the Leased Premises, rentals, fees and charges received by the City from such reletting shall be applied: first to the payment of any indebtedness other than rentals, fees and charges due hereunder from Lessee to the City; second, to the payment of any cost of such reletting; third, to the payment of rentals fees and charges due and unpaid hereunder; and the residue, if any shall be held by the City and applied in payment of future rentals, fees and charges as the same may become due and unpaid hereunder. Should that portion of such rentals, fees and charges due hereunder be less than the

rentals, fees and charges payable during applicable period by the Lessee hereunder, then Lessee shall pay such deficiency to the City. Lessee shall also pay to the City as soon as ascertained; any costs and expenses incurred by the City in such reletting not covered by the rentals fees and charges received from such reletting.

- e) The City shall be entitled to recover from the Lessee, in addition to the City's actual damages as a result of any default by the Lessee, such additional expenses as are incurred by the City in enforcing the terms of this lease against the Lessee. Such additional expenses shall include all attorney's fees incurred by the City all court costs, and other reasonably related expenses incurred in enforcing this Lease and the provisions hereof.
- f) Any sums not paid to the City when properly due pursuant to the terms of this lease shall accrue at the lesser of the rate of 18% per annum or the maximum amount permitted by law until paid.

24) Termination: All leasehold improvements which are permanently attached to the Leased Premises will, at the end of the lease term, become the sole and separate property of the City, and Lessee shall have no further claim thereon. Furthermore, Lessee agrees that Lessee will not mortgage, grant a security interest in, or pledge in any manner any such improvements. Lessee shall, on the last day of the lease term peaceably and quietly surrender and deliver the Leased Premises to the City, including all improvements and fixtures constructed or placed thereon by Lessee, except movable personal property and trade fixtures, all in good condition and repair. Any such movable personal property and trade fixtures belonging to Lessee, if not removed at the end of the lease term, shall, if the City so elects, be deemed abandoned and become the property of the City without any payment or offset; therefore, if the City shall not so elect, the City may remove such abandoned personal property from the Leased Premises at the risk and expense of the Lessee. Lessee shall repair and restore all damage to the Leased Premises caused by the removal of any such personal property.

25) Hold Over: If the Lessee remains on the Leased Premises after the end of the lease term, then and in that event the Lessee hereby waives all notice to quit and agrees to pay to the City for the period that the Lessee is in possession after the end of the lease term, a monthly rental payment which is equal to two hundred percent of the monthly rental. The Lessee agrees to indemnify and hold the City harmless from and against all damages, loss cost, and expenses, direct and consequential, which the City may suffer in defense of claims by other parties against the City arising out of such holding over by the Lessee, including without limitation attorneys' fees which may be incurred by the City in defense of such claims. Acceptance of rent by the City after the end of the lease term shall not constitute consent to a holding over, and the City , at the City's option, may forthwith re-enter and take possession of the Leased Premises by process of law or otherwise.

- 26) **Paragraph Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the lease.
- 27) **Non-Waiver:** No waiver of any condition or covenant in this instrument contained or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
- 28) **Severability:** If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this lease shall be enforced to the fullest extent permitted by law.
- 29) **Binding Effect:** This lease, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 30) **No Attorney's Fees:** Except as otherwise stated herein, each party hereto agrees that in any action to enforce the terms of this Contract, each party shall be responsible for its own attorneys' fees and costs.
- 31) **Entire Agreement:** This Agreement constitutes the entire Agreement and understanding of the parties. No modification, amendment or waiver of any provisions of this Agreement or any of the rights or obligations arising hereunder shall be valid unless in writing and executed by both parties. This Agreement supersedes any prior agreements or understandings between them whether written or oral.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

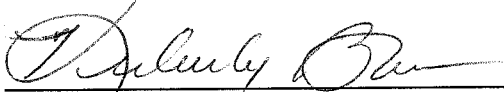
APPROVED AS TO FORM:

Fred Boeckmann, City Counselor


I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 556-6488-881.49-90 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

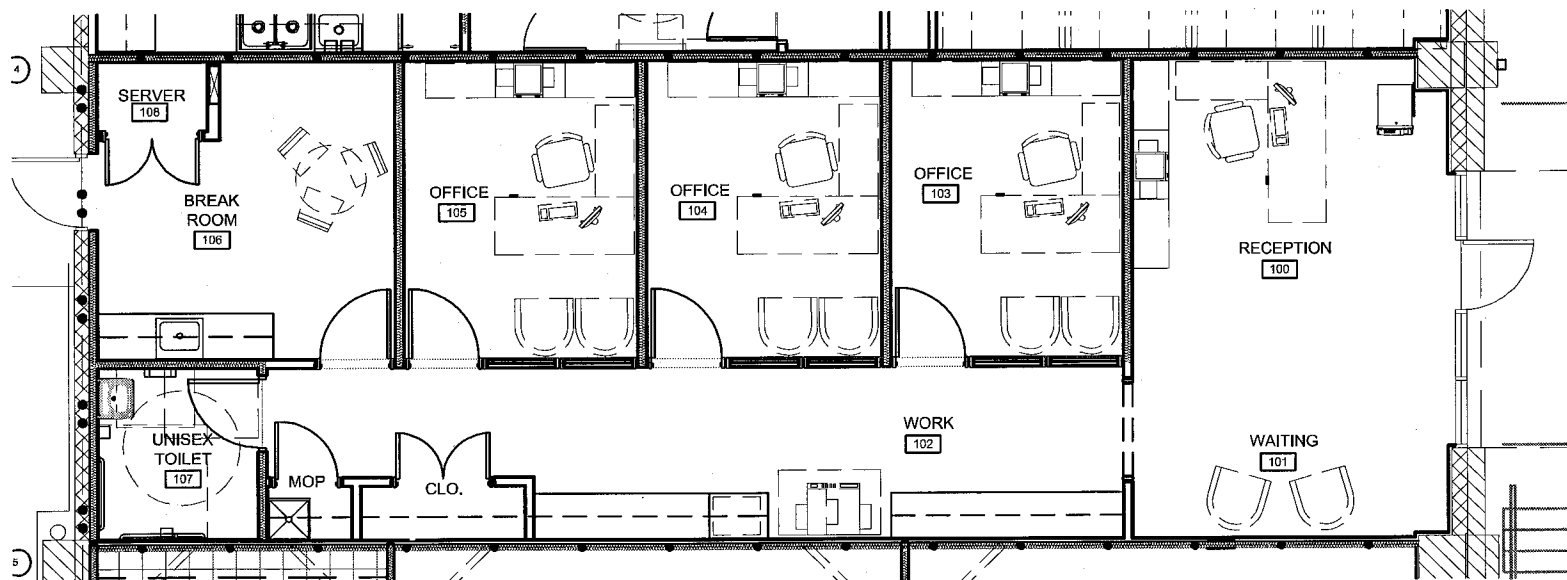
John Blattel, Director of Finance

CALLAWAY BANK

By: 
Kimberly Barnes, President & CEO

ATTEST:


MIKE HILL, CHIEF FINANCIAL OFFICER



MAIN LEVEL FLOOR PLAN SUITE 108

SCALE: 1/8" = 1'-0"



Peckham & Wright Architects, Inc.

15 South Tenth Street
Columbia, Missouri 65201
WEB SITE: www.PWArchitects.com

Phone: (573) 449-2683
Fax: (573) 442-6213
pwa@pwarchitects.com

DRAWING NO.

A1

PROJECT: 5th & WALNUT PARKING STRUCTURE TENANT IN-FILL

DRAWN: LC

CHKD: CD

DATE: 03/11/2013

LEASE

This lease is entered into on this 3 day of March, 2013, between the City of Columbia, Missouri (City) and Hawaii, Inc d/b/a Taj Mahal (Lessee).

The City and Lessee agree as follows:

1. **Leased Premises:** The City hereby leases to Lessee the following space in the City's Fifth Street and Walnut Street Parking Garage:

Approximately 3,061 square feet located at the northwest corner of the ground floor of the structure made up of suites 109 and 110; and a mezzanine area approximately 608 square feet; and the outside terrace of approximately 929 square feet, all as shown on Attachment A, which is attached to and made a part of this lease. Herein after the "Leased Premises."

2. **Term:** The term of this lease shall be ten (10) years starting when possession is granted. Possession is granted after completion of all the following: lease execution, completion of interior space and award of occupancy permit. Rent shall increase after the first six months and again increase starting in year 5 of the ten year term as set forth in this lease.

(a) **Renewal Option:** Provided Lessee is not in default under any of the terms and conditions of the lease agreement Lessee will have the option to renew the lease for one (1) additional ten (10) year term, starting upon the expiration of the original term, with the same terms, covenants and conditions as are set forth for the original term except for the rental rates. The monthly rental rates the first five (5) years of this additional ten (10) year term shall be \$4,246.87 per month; for a total of \$50,962.44 per year. The second five years of the additional ten (10) year term shall have monthly rental rates of \$4,399.74 per month; for a total of \$52,796.88 per year.

In order to exercise this renewal option Lessee shall notify City, in writing, at least 150 days in advance of lease expiration date, of Lessee's intent to renew the lease for the additional ten year term. Any failure to follow the provisions of this section by the Lessee shall waive the Lessee's option to renew and the termination date will be the original termination date of the lease.

3. **Rent:** Rent for months 1-6 shall be \$2,047.17 monthly for the Leased Premises. Monthly rent for the next 4.5 years shall be \$4,243.21. Monthly rent starting in year 6 shall be \$4,094.33 per month. A Security deposit of \$4,094.33 rent shall be paid at lease execution date. The first month's rent shall be due after the occupancy permit is granted for the space, thereafter rent shall be paid on the 1st of each month to the City of Columbia and delivered to:

City of Columbia
Finance Department, attn: Marcia Martin
701 East Broadway
P.O. Box 6015
Columbia, MO 65205-6015

4. Finishing Leased Space: The Leased Premises currently consist of unfinished space. The City, at a cost not to exceed \$494,400, will convert the "Leased Premises" interior to usable space referencing the 12 of December Restaurant Infill Estimate project No. 201123.02 of Peckham & Wright "Attachment B" (which is attached to and made a part of this lease).

Notwithstanding any other section of this lease, all items and tasks paid for by the City, shall be the property of the City and Lessee agrees to maintain and repair all items and finished tasks in good working order.

If the cost to finish the "Leased Premises" exceed \$494,400, the parties may negotiate terms that are acceptable to both sides or at the option of either party, the lease can be cancelled in writing and then this lease shall be void.

5. Use of Leased Premises: Lessee will use the Leased Premises for suitable C2 purposes only and will not perform any acts or carry on any practices that may injure the building or premises.

6. City Obligations: City shall maintain only the following of the Leased Premises: the foundation; the parking areas of the Garage; the structural soundness of: the roof, exterior walls, exterior doors and windows. The City shall remove snow and ice from the sidewalk.

7. Lessee Obligations: Lessee agrees for the Leased Premises to do the following:

- (a) To provide all janitorial services;
- (b) To provide all utilities;
- (c) To make no alterations or major repairs to the Leased Premises without the prior written consent of the City, such consent shall not be unreasonably withheld (all such alterations and repairs shall be at Lessee's expense.);
- (d) To obtain the written consent of City before installing any signs;
- (e) To take good care of the property and keep it in good order and repair and free from filth, danger of fire or explosion and any nuisance;
- (f) To permit agents of the City, after reasonable notice, to enter the Leased Premises at any reasonable time to inspect the premises;

- (g) To return the premises to City at the expiration of the lease in a reasonable condition; and
- (h) To maintain the electrical, water and HVAC systems.

8. **Condition of Property:** During the term of this lease, Lessee shall be solely responsible for the condition of the Leased Premises except as otherwise stated in section 6.

9. **Insurance:** During the term of this lease, Lessee shall procure and maintain the following insurance coverages at its sole cost and expense: Commercial General Liability with a \$1,000,000.00 combined single limit, on a per occurrence basis (including premises and operations, contractual, and products/completed operations exposure). All policies of insurance that Lessee is required to maintain hereunder shall be primary and noncontributory, shall be issued by solvent and reputable insurance companies (minimum A. M. Best Rating A-, X) and in such form as are acceptable to City. Lessee is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within 30 business days of cancellation. The City has the right to request and receive a copy of the policy.

Lessee shall maintain the Premises in a safe and careful manner. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance. City shall not be required to maintain insurance against thefts within the Leased Premises.

If Lessee fails to maintain and keep in force the insurance required by this lease, City shall have the right to cancel and terminate the lease without notice.

On all such policies, the City shall be endorsed as an additional insured. Lessee shall furnish to City a certificate satisfactory to City evidencing that all required insurance is in full force and effect and all premiums due therefore have been paid.

10. **Destruction of Property:** If the Leased Premises is destroyed by fire, earthquake, tornado, storm or any cause beyond the control of City, so that the Leased Premises cannot reasonably be occupied by Lessee, this lease shall terminate. If the Leased Premises is damaged by any of the above causes, but not to the extent that it cannot reasonably be occupied by Lessee, the parties shall negotiate on repair of the Leased Premises. If the parties are unable to agree on the terms of repair of the Leased Premises, either party may terminate the lease by giving written notice to the other party.

11. **Notices:** Notice under this lease shall be given in writing and may be hand delivered, sent by U.S. mail:

If delivered to City:

City Manager
701 East Broadway
P.O. Box 6015
Columbia, MO 65205-6015

If delivered to Lessee:

Phillip Gill, owner
500 E Walnut, Suite 110
Columbia, MO 65201

A party may change the address to which notice is to be given by giving notice of such change to the other party.

12. Assignments and Subletting: Lessee shall not assign its interest in this lease or sublet any portion of the Leased Premises without the prior written consent of the City. Notwithstanding the foregoing, Lessee may with prior written consent of the City (that shall not be unreasonably withheld) assign in whole and without change in the use of the Leased Premises upon the express condition that the Lessee remain primarily liable for the performance of the conditions, agreements and terms of this Lease. In considering whether to give its permission to an assignment, City may consider the assets and reputation of the potential assignee and whether the assignee can fulfill the conditions of this agreement and whether such an assignment would be injurious to the site or interfere with City operations or be in the best interest of City.

13. Benefit of Parties: This lease is for the sole benefit of the parties and nothing in this lease shall be construed to give any benefits or rights to any third party.

14. Authority to Execute Lease: The persons executing this lease personally represent and warrant that they have been duly authorized to execute this lease on behalf of their respective entities.

15. Personal Guarantee: Principal owners will personally guarantee performance of the Lessee's lease commitments. The Principals are Susheel Philip Gill and Ranjoo Mary Gill, husband and wife.

16. Brokerage fee: The City agrees to pay \$7,500.00 to Plaza Commercial Realty at lease execution date.

17. City total costs: All costs associated with this lease shall not exceed \$494,400.

18. Compliance With Laws: Lessee shall at all times comply with all laws, regulations and rules of federal, state and municipal agencies.

19. Taxes: Lessee will be responsible for payment of all personal property and other taxes assessed upon and arising from its use of the Leased Premises.

20. Governing Law/Jurisdiction: This lease shall be construed in accordance with the laws of Missouri. Should any part of this lease be litigated, venue shall be proper only in the Circuit Court of Boone County, Missouri or the United States District Court for Western Missouri. If any term of this lease is found by a court of competent jurisdiction to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall remain in effect.

21. Employment of Unauthorized Aliens Prohibited:

- (a) Lessee agrees to comply with Missouri State Statute section 85.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the Lessee shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Lessee shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Lessee shall require each subcontractor to affirmatively state in its contract with Lessee that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Lessee shall also require each subcontractor to provide Lessee with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

22. Cancellation by the Lessee, Events of Default by the City: The following event shall constitute an "Event of Default by the City":

- (a) If the City fails after receipt of written notice from Lessee to keep, perform, or observe any term, covenant or condition herein contained to be kept, performed, or observed by the City and such failure continues for thirty (30) days, or if by its nature such Event of Default by the City cannot be cured within such thirty (30) day period, and City fails to commence to cure or remove the same as promptly as reasonably practicable.
- (b) If City has begun the process of approval of certain purchases or expenditures, such action will constitute a cure of the Event of Default by the City so long as the process is continued in a reasonable manner.

23. Remedies for the City's Default: Upon the occurrence of an Event of Default by the City, Lessee shall have the right to terminate this lease by giving the

City written notice. Thirty days after the City has received the written notice to terminate, the lease shall terminate as if the term has ended under section 26 below.

24. Cancellation by the City, Events of Default by the Lessee: Each of the following events shall constitute an "Event of Default by the Lessee":

- (a) Lessee fails to pay rent within twenty (20) days of the date due, and such default continues for a period of ten (10) days after receipt of written notice from City that such non-payment constitutes an event of default;
- (b) Lessee fails after receipt of written notice from City to keep, perform or observe any term, covenant or condition of this lease, and such failure continues for (30) days after such receipt or, if the performance cannot be reasonably had within the thirty (30) day period, if Lessee shall not diligently proceed to completion of performance;
- (c) Lessee shall become insolvent, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall take the benefit of any present or future insolvency statute by answer or other means, or shall make a general assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment;
- (e) If Lessee shall vacate or abandon the Leased Premises; or
- (f) If this lease or the estate of Lessee hereunder shall be transferred to, assigned to, or sublet, except in the manner herein permitted;

25. Remedies for Lessee's Default: In the Event of Default by Lessee, the rights of the City shall be as follows (which shall be cumulative and in addition to any other rights the City may have under applicable law):

- (a) The City shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of the Lessee hereunder after not less than a five (5) day notice of the cancellation and termination. On expiration of the time fixed in the notice the lease and the right, title and interest of the lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's continued liability for all amounts due hereunder, as if the date fixed in the notice of cancellation and termination were the end of the lease term.

- (b) City, in addition to the right of termination and to any other right or remedies it may have at law or in equity, shall have the right of reentry and may remove all Lessee's persons and property from the Leased Premises. Upon any such removal, Lessee property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should City elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, City may, at any time subsequent to an Event of Default of Lessee, either terminate this lease or relet the Leased Premises and any improvements hereof or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rentals, fees and charges and upon such other terms and conditions as the City in its sole discretion may deem advisable, with the right to make alterations, repairs or improvements on said Leased Premises. No reentry or reletting of the Leased Premises by the City shall be construed as an election on City's part to terminate this lease unless a written notice of such intention is given to Lessee. In reletting the Leased Premises, the City shall be obligated to make a good faith effort to obtain terms and conditions no less favorable to it than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of The Event of Default by Lessee.
- (c) Unless City elects to terminate this lease, Lessee shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this lease at the expiration date set forth hereinabove, subject to offset as described herein.
- (d) In the event that the City relets the Leased Premises, rentals, fees and charges received by the City from such reletting shall be applied: first to the payment of any indebtedness other than rentals, fees and charges due hereunder from Lessee to the City; second, to the payment of any cost of such reletting; third, to the payment of rentals fees and charges due and unpaid hereunder; and the residue, if any shall be held by the City and applied in payment of future rentals, fees and charges as the same may become due and unpaid hereunder. Should that portion of such rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during applicable period by the Lessee hereunder, then Lessee shall pay such deficiency to the City. Lessee shall also pay to the City as soon as ascertained; any costs and expenses incurred by the City in such reletting not covered by the rentals fees and charges received from such reletting.
- (e) The City shall be entitled to recover from the Lessee, in addition to the City's actual damages as a result of any default by the Lessee, such additional expenses as are incurred by the City in enforcing the terms of this lease against the Lessee. Such additional expenses shall include all

attorney's fees incurred by the City all court costs, and other reasonably related expenses incurred in enforcing this Lease and the provisions hereof.

- (f) Any sums not paid to the City when properly due pursuant to the terms of this lease shall accrue at the lesser of the rate of 18% per annum or the maximum amount permitted by law until paid.

26. Termination: All leasehold improvements which are permanently attached to the Leased Premises will, at the end of the lease term, become the sole and separate property of the City, and Lessee shall have no further claim thereon. Furthermore, Lessee agrees that Lessee will not mortgage, grant a security interest in, or pledge in any manner any such improvements. Lessee shall, on the last day of the lease term peaceably and quietly surrender and deliver the Leased Premises to the City, including all improvements and fixtures constructed or placed thereon by Lessee, except movable personal property and trade fixtures, all in good condition and repair. The City and Lessee will agree that all personal property listed on attachment C is the property of the Lessee. Any such movable personal property and trade fixtures belonging to Lessee, if not removed at the end of the lease term, shall, if the City so elects, be deemed abandoned and become the property of the City without any payment or offset; therefore, if the City shall not so elect, the City may remove such abandoned personal property from the Leased Premises at the risk and expense of the Lessee. Lessee shall repair and restore all damage to the Leased Premises caused by the removal of any such personal property.

27. Hold Over: If the Lessee remains on the Leased Premises after the end of the lease term, then and in that event the Lessee hereby waives all notice to quit and agrees to pay to the City for the period that the Lessee is in possession after the end of the lease term, a monthly rental payment which is equal to two hundred percent of the monthly rental. The Lessee agrees to indemnify and hold the City harmless from and against all damages, loss cost, and expenses, direct and consequential, which the City may suffer in defense of claims by other parties against the City arising out of such holding over by the Lessee, including without limitation attorneys' fees which may be incurred by the City in defense of such claims. Acceptance of rent by the City after the end of the lease term shall not constitute consent to a holding over, and the City, at the City's option, may forthwith re-enter and take possession of the Leased Premises by process of law or otherwise.

28. Paragraph Headings: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the lease.

29. Non-Waiver: No waiver of any condition or covenant in this instrument contained or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

30. **Severability:** If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this lease shall be enforced to the fullest extent permitted by law.

31. **Binding Effect:** This lease, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

32. **No Attorney's Fees:** Except as otherwise stated herein, each party hereto agrees that in any action to enforce the terms of this Contract, each party shall be responsible for its own attorneys' fees and costs.

33. **Entire Agreement:** This Agreement constitutes the entire Agreement and understanding of the parties. No modification, amendment or waiver of any provisions of this Agreement or any of the rights or obligations arising hereunder shall be valid unless in writing and executed by both parties. This Agreement supersedes any prior agreements or understandings between them whether written or oral.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

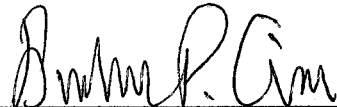
City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account _____ and that there is an

unencumbered balance to the credit of such account sufficient to pay therefore.

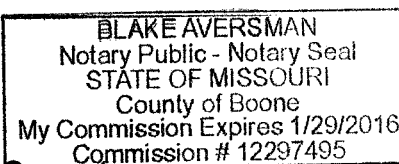
John Blattel, Director of Finance

HAWAILI, INC D/B/A TAJ MAHAL

By: 

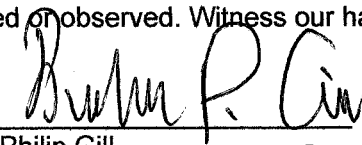
ATTEST:

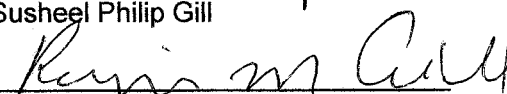
 3-8-13



Personal Guarantee

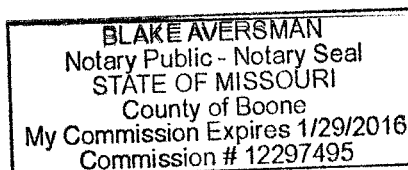
For valuable consideration and in consideration of the City executing the foregoing lease, we the undersigned hereby guarantee the performance by the Lessee of all the terms, covenants, and conditions therein required by the Lessee to be performed or observed. Witness our hands
Susheel Philip Gill and Ranjoo Mary Gill, husband and wife.

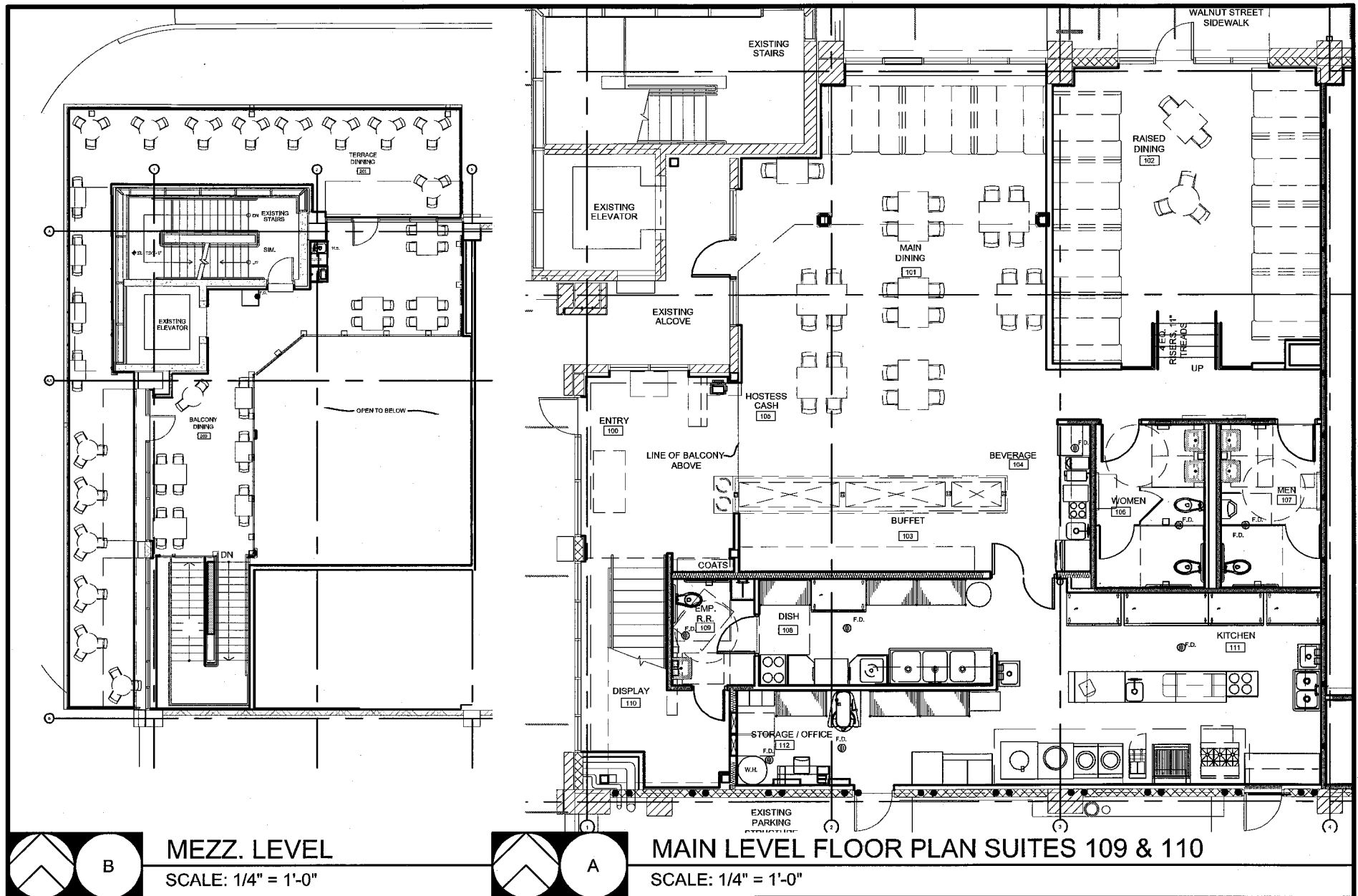
By: 
Susheel Philip Gill

By: 
Ranjoo Mary Gill

ATTEST:

 3-8-13





	<p>Peckham & Wright Architects, Inc.</p> <p>15 South Tenth Street Columbia, Missouri 65201 WEB SITE: www.PWArchitects.com</p>	<p>Phone: (573) 449-2683 Fax: (573) 442-6213 pwa@pwarchitects.com</p>	<p>DRAWING NO. A2</p>
<p>PROJECT: 5th & WALNUT PARKING STRUCTURE TENANT IN-FILL</p>			<p>DRAWN: LC CHKD: CD DATE: 12/12/2012</p>

ATTACHMENT B

Peckham & Wright Architects, Inc.

12 Dec 2012

Restaurant Infill Estimate

10:34:47AM

100% Construction Documents

Restaurant Infill Estimate

Project No. 201123.02

BSD CostLink/AE - Copyright © 1999-2007

by Building Systems Design, Inc.

12 Dec 2012

Restaurant Infill Estimate

10:34:47AM

Level 4 Owner Cost Summary

100% Construction Documents

	Quantity	Unit Cost	Total Cost
201123.02 Restaurant Infill Estimate			
1 BUILDING			
01000 GENERAL REQUIREMENTS			\$58,635
03000 CONCRETE			\$16,392
05000 METALS			\$5,624
06000 WOOD AND PLASTICS			\$4,761
07000 THERMAL AND MOISTURE PROTECTION			\$11,811
08000 DOORS AND WINDOWS			\$7,310
09000 FINISHES			\$105,357
10000 SPECIALTIES			\$13,628
11000 EQUIPMENT			\$44,995
14000 CONVEYING SYSTEMS			\$8,436
15000 MECHANICAL			\$88,302
16000 ELECTRICAL			\$52,869
SUBTOTAL BUILDING			\$418,119
<hr/>			
Restaurant Infill Estimate	3,600 SF	\$116.14	\$418,119

Peckham & Wright Architects, Inc.

12 Dec 2012

Restaurant Infill Estimate

10:34:47AM

Estimate Detail

100% Construction Documents

		Quantity	Unit Cost	Total Cost
201123.02 Restaurant Infill Estimate				
1 BUILDING				
01000 GENERAL REQUIREMENTS				
013113200200	Field Personnel, project manager, average	6.00 WK	\$2,231.00	\$13,386
013113200260	Field Personnel, superintendent, average	14.00 WK	\$2,062.00	\$28,868
013213500300	Scheduling, computer-update, micro,no plots, minimum	6.00 EA	\$187.00	\$1,122
014523500020	Field Testing, for concrete building, costing \$1,000,000, maximum	1.00 LS	\$3,750.00	\$3,750
015113800650	Temporary Utilities, power for job duration, incl. elevator, etc, middle	1.00 EA	\$3,750.00	\$3,750
017413200050	Cleaning Up, cleanup of floor area, continuous, per day, during construction	20.00 MSF	\$31.00	\$620
017413200100	Cleaning Up, cleanup of floor area, final by GC at end of job	10.00 MSF	\$63.00	\$630
SUBTOTAL GENERAL REQUIREMENTS				\$52,126
03000 CONCRETE				
033053404760	Structural concrete, in place, slab on grade, over 10000 S.F., 4" thick, includes finishing only	3,100.00 SF	\$2.44	\$7,573
Task00156	CMU Foundation	1.00 LS	\$5,000.00	\$5,000
Task00180	Steps	4.00 EA	\$500.00	\$2,000
SUBTOTAL CONCRETE				\$14,573
05000 METALS				
Task00124	Handrails	50.00 LF	\$100.00	\$5,000
SUBTOTAL METALS				\$5,000
06000 WOOD AND PLASTICS				
123213109560	Custom Cabinets, rule of thumb: kitchen cabinets, excl. counters & appliances, minimum	25.00 LF	\$136.97	\$3,424
123623132200	Counter Tops, built in place, plastic laminate, 25" wide	25.00 LF	\$32.31	\$808
SUBTOTAL WOOD AND PLASTICS				\$4,232
07000 THERMAL AND MOISTURE PROTECTION				
Task00063	Sprayed Insulation	3,500.00 SF	\$3.00	\$10,500
SUBTOTAL THERMAL AND MOISTURE PROTECTION				\$10,500
08000 DOORS AND WINDOWS				
B20301107200	Door, aluminum & glass, with transom, non-standard, hardware, 3'-0" x 10'-0" opening	1.00 OPN	\$1,500.00	\$1,500
C10201225200	Wood door/metal frame, solid core/flush, oak face, 2'-8" x 6'-8", drywall KD frame, 4-7/8"	3.00 EA	\$650.00	\$1,950
C10203100220	Hinges, full mortise, high frequency, steel base, 4-1/2" x 4-1/2", USP	12.00 EA	\$29.96	\$360
C10203100360	Locksets, heavy duty cylindrical, non-keyed, passage	2.00 EA	\$88.44	\$177
C10203100380	Locksets, heavy duty cylindrical, non-keyed, privacy	2.00 EA	\$100.70	\$201
C10203100560	Closers, rack & pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	2.00 EA	\$236.15	\$472
C10203101060	Weatherstripping, interlocking, 3' x 7', zinc	2.00 EA	\$169.31	\$339
Task00130	FRP Kitchen Double Door	1.00 EA	\$1,500.00	\$1,500
SUBTOTAL DOORS AND WINDOWS				\$6,499
09000 FINISHES				
098436100970	Drywall Ceilings	850.00 SF	\$10.00	\$8,500

Peckham & Wright Architects, Inc.

12 Dec 2012

Restaurant Infill Estimate

10:34:47AM

Estimate Detail

100% Construction Documents

		Quantity	Unit Cost	Total Cost
C10101265400	Metal partition, 5/8" fire rated gypsum board face, no base, 3 - 5/8" @ 24" OC framing, same opposite face, no insulation (Unit Cost Modified for 16" oc and studs to deck)	7,000.00 SF	\$5.00	\$35,000
C10101280880	Add for the following: fiberglass insulation, 3-1/2"	2,500.00 SF	\$0.92	\$2,309
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	8,000.00 SF	\$0.68	\$5,435
C30102301960	Ceramic tile, thin set, 12" x 12"	1,030.00 SF	\$10.00	\$10,300
C30204101600	Vinyl, composition tile, maximum	2,820.00 SF	\$8.00	\$22,560
C30302106000	Acoustic ceilings, 3/4" fiberglass board, 24" x 48" tile, tee grid, suspended support	2,686.00 SF	\$3.00	\$8,058
Task00068	Vinyl Base	750.00 LF	\$2.00	\$1,500
SUBTOTAL FINISHES				\$93,662
10000 SPECIALTIES				
C10301100860	Toilet partitions, cubicles, floor mounted, headrail braced, plastic laminate	4.00 LS	\$741.06	\$2,964
C10301101300	Urinal screens, floor mounted, 24" wide, laminated plastic	2.00 LS	\$488.10	\$976
C10307100130	Bathroom accessories, stainless steel, towel dispenser, flush mounted w/ waste receptacle	4.00 EA	\$449.69	\$1,799
C10307100140	Bathroom accessories, stainless steel, grab bar, 1-1/4" diameter, 12" long	2.00 EA	\$49.33	\$99
C10307100150	Bathroom accessories, stainless steel, grab bar, 1-1/2" diameter, 36" long	4.00 LF	\$67.47	\$270
C10307100170	Bathroom accessories, stainless steel, mirror, framed, with shelf, 36" x 24"	2.00 EA	\$459.95	\$920
C10307100190	Bathroom accessories, stainless steel, toilet tissue dispenser, surface mounted, double roll	2.00 EA	\$43.71	\$87
Task00071	Exterior Bldg Signage	1.00 LS	\$5,000.00	\$5,000
SUBTOTAL SPECIALTIES				\$12,115
11000 EQUIPMENT				
Task00182	Hood	20.00 LF	\$2,000.00	\$40,000
SUBTOTAL EQUIPMENT				\$40,000
14000 CONVEYING SYSTEMS				
142423102050	Electronic Elevator Access	1.00 EA	\$7,500.00	\$7,500
SUBTOTAL CONVEYING SYSTEMS				\$7,500
15000 MECHANICAL				
Task00076	Mechanical	1.00 LS	\$28,000.00	\$28,000
Task00077	Fire Protection	1.00 LS	\$12,500.00	\$12,500
Task00078	Plumbing	1.00 LS	\$38,000.00	\$38,000
SUBTOTAL MECHANICAL				\$78,500
16000 ELECTRICAL				
Task00079	Electrical	1.00 LS	\$47,000.00	\$47,000
SUBTOTAL ELECTRICAL				\$47,000
SUBTOTAL BUILDING				\$371,706
SUBTOTAL		3,600 SF	\$103.25	\$371,706
Contractor's Gen Requirements		4.0%	\$4.13	\$14,868
Contractor's Overhead		4.0%	\$4.30	\$15,463

Peckham & Wright Architects, Inc.

12 Dec 2012

Restaurant Infill Estimate

10:34:47AM

Estimate Detail

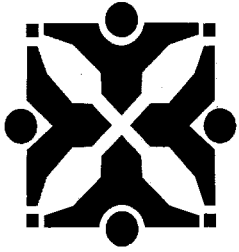
100% Construction Documents

	Quantity	Unit Cost	Total Cost
Contractor's Profit	4.0%	\$4.47	\$16,082
<i>SUBTOTAL</i>	<i>3,600 SF</i>	<i>\$116.14</i>	<i>\$418,119</i>
Restaurant Infill Estimate	3,600 SF	\$116.14	\$418,119

ATTACHMENT C

Moveable Items provided by Lessee for suite 109 & 110

- 1) (steam) hot buffet table
- 2) Cold buffet table
- 3) Cold display cooler
- 4) Desk top computer (two)
- 5) Point of sale cash register system (two)
- 6) Plate warmer
- 7) Dish washer operates on 220v
- 8) Two ice machines-120v
- 9) Hot/Cold beverage dispensers-120v
- 10) Reach in cooler/freezer (seven)-120v
- 11) Three compartment sinks with rinse station
- 12) Six burner gas range
- 13) 36" griddle
- 14) Salamander/cheese melter
- 15) Deep fryer (gas)
- 16) 26"stock burner (two)
- 17) 36" wide clay oven
- 18) 36" gas rice cooker
- 19) Two commercial microwaves
 - a. 120v
 - b. 220v
- 20) Dry storage racks/ pot and pans
- 21) Dough mixer-220v



Source: City Manager

Agenda Item No:

To: City Council

From: City Manager and Staff 

Council Meeting Date: Mar 18, 2013

Re: 5th & Walnut garage retail leases

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration two leases for the remaining retail suites in the 5th & Walnut garage. The leases are with Callaway Bank, to occupy suite 108 and Taj Mahal Restaurant, to occupy suites 109 & 110. The leases will generate income of \$15,060 (Callaway Bank) and \$49,132 (Taj Mahal) annually.

DISCUSSION:

In 2008, the City Council decided to include retail space in the 5th & Walnut garage to increase the vitality of the downtown and encourage more pedestrian traffic. Original plans for the space relied on Federal earmarks that were not realized. The City next issued an RFP for outside firms to finish and lease the space. No responses were received. The remaining option was for the City to finish and lease out the space. We choose the latter for the betterment of downtown. Suites are currently occupied by REDI (including offices for the Small Business Technology Development Center and the Small Business Administration), City of Columbia Parking Utility, and the Brent & Erica Beshore Downtown Incubator.

For the remaining three suites, the City submitted a request for proposals in 2012 for parties interested in renting space in the garage. Taj Mahal was our only respondent. Taj Mahal is a locally-owned, family-run, small business that has been in operation for over 10 years in this area of downtown. The restaurant is seeking larger facilities nearby. Taj Mahal has signed a lease for ten years for suites 109 & 110. They will move in once construction of the space is complete.

The remaining suite will be finished into office space and leased to The Callaway Bank. The Callaway Bank is the oldest independent, locally owned community bank in Missouri. They will be leasing space as office space for their new mortgage division. Callaway bank first approached the City in 2012 because of their interest in a downtown location.

FISCAL IMPACT:

The lease for Callaway Bank will generate \$15,060 annually for two years. The lease for Taj Mahal will average \$49,132 yearly over ten years.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

SUGGESTED COUNCIL ACTIONS:

Pass the attached ordinance authorizing the City Manager to execute the leases.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?		Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?		Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?		Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	
One Time	\$0.00	Requires add'l FTE Personnel?		Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?		Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?		Fiscal year implementation Task #	