

ORDINANCE 2018-12-06-0966

APPROVING A FIVE-YEAR LEASE EXTENSION WITH REAL FUTURES, LLC FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S CONTINUED OPERATION OF THE WOMEN, INFANTS, AND CHILDREN (WIC) CLINIC LOCATED AT 6723 SOUTH FLORES STREET, SUITE 101.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) has operated a WIC clinic in approximately 6,000 square feet of clinic space located at 6723 South Flores Street, Suite 101, as part of the Special Supplement Nutrition Program (SNAP) since September 2003; and

WHEREAS, due to the success of SNAP at the WIC clinic at this location, SAMHD seeks to continue occupancy; and

WHEREAS, this ordinance will authorize an extension to the lease agreement with Real Futures, LLC, for the period beginning December 1, 2018 through September 30, 2019; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a lease extension with Real Futures, LLC which is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Monthly rent funding in the amount up to \$8,700.00 and a monthly pro-rata share of operating expenses in the amount up to \$1,609.19 for the term of the lease extension is available in Fund 2201636048, Internal Order 136000000765, and GL 5206010, and was previously allocated. Monthly funding of the lease agreement will be contingent upon grant funding from the Texas Department of State Health Services for the WIC grant.

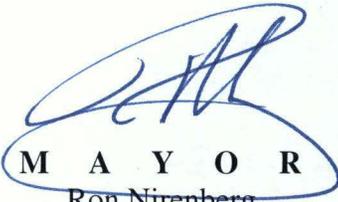
SECTION 3. Payment not to exceed the total amount of \$87,000.00 for rent and \$16,091.90 for operating expenses is authorized to Real Futures, LLC and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

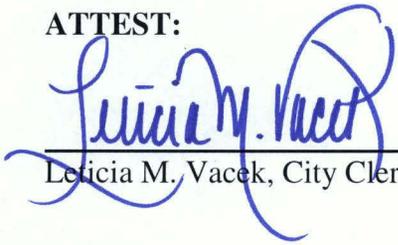
LC
12/06/18
Item No. 15

PASSED and APPROVED this 6th day of December, 2018.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	15 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17A, 17B, 18, 19)						
Date:	12/06/2018						
Time:	10:02:35 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a five-year lease extension with Real Futures, LLC for the San Antonio Metropolitan Health District's continued operation of the Women, Infants, and Children (WIC) clinic located at 6723 South Flores Street, Suite 101. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

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Exhibit I

2nd Extension of Lease Agreement

(6723 S. Flores - WIC Clinic)

This 2nd Extension of Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Ordinance Authorizing 2nd Extension:

Landlord: Real Futures, LLC, a Texas limited liability company

Landlord's Address: c/o D.H. Realty Partners, Inc., Property Manager, 801 N. St. Mary's Street, San Antonio, Texas 78205

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development Office)

Lease: Lease Agreement between Landlord and Tenant dated September 1, 2003, pertaining to approximately 6,000 square feet of space, constituting Suite 101 of the building located at 6723 S. Flores St., San Antonio, Texas.

**Ordinance Authorizing
1st Extension:** 2013-08-29-0562

**Beginning of Renewal
Term:** December 1, 2018

**Expiration of Renewal
Term:** November 30, 2023

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them. References to "Lease" in this Extension of Lease include the original Lease.

3. Term, Extension, Renewal.

3.01. The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is a five (5) years.

3.02. Tenant shall have the option to renew and extend this lease at the end of the Extended Lease Term for an additional five (5) year period as provided in the original Lease.

4. Rent.

From the Beginning of Renewal Term through and including the Expiration of Renewal Term, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

Year	Annual Base Rent Rate	Monthly Base Rent
December 1, 2018 – November 30, 2020	\$17.40 S.F.	\$8,700.00
December 1, 2020 – November 30, 2022	\$18.00 S.F.	\$9,000.00
December 1, 2022 – November 30, 2023	\$18.60 S.F.	\$9,300.00

5. Improvements to Premises.

Not later than January 15, 2019, Landlord shall complete at its sole cost and expense the following Improvements to Premises:

- a) Paint all common area walls.
- b) Provide and install new transaction tops at pony walls to match the existing rounded corners.
- c) Provide and install clear corner guards at all common area wall corners.
- d) Repair the damaged wall in the women’s restroom and install a door stop.
- e) Seal the panel joint at Manager’s closet and paint closet.
- f) Secure the loose electric plug.
- g) Provide and install hand dryers in all restrooms.
- h) Replace all HVAC equipment.

6. Warranty, Repair and Maintenance of HVAC Equipment.

Landlord, at Landlord’s sole cost and expense, agrees to warrant, maintain and repair, all of the HVAC systems serving the Premises.

7. Brokerage Commission.

Upon execution and delivery of this Extension, Landlord must pay a commission equal to 3% of the total Base Rent to be paid throughout the life of this Extension to Providence Commercial Real Estate Services, Inc.

8. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this Extension.

9. Same Terms and Conditions.

This Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion. If this Extension conflicts with the Lease, this Extension controls.

10. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant

Landlord

City of San Antonio, a Texas municipal corporation

Real Futures, LLC, a Texas limited liability company

By: _____

By: JULIANN

Printed Name: _____

Printed Name: RENÉ G. JARO

Title: _____

Title: COUNSEL

Date: _____

Date: 31 OCT 2010

Attest:

City Clerk

Approved as to Form:

City Attorney