

ORDINANCE

AUTHORIZING A FIVE-YEAR LEASE RENEWAL, WHICH COMMENCED DECEMBER 1, 2023 AND EXPIRES ON NOVEMBER 30, 2028, WITH DW SA CENTERVIEW, LLC, FOR THE CONTINUED USE OF 2,174 SQUARE FEET OF OFFICE SPACE BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT (METRO HEALTH) FOR ITS' LACTATION CENTER, LOCATED AT 4538 CENTERVIEW DRIVE IN COUNCIL DISTRICT 7.

* * * * *

WHEREAS, Metro Health has occupied this office space since December 2013, as a location for its Lactation Center, where it provides breastfeeding support by skilled health professionals, paraprofessionals, and other mothers, in a non-clinical (café style) environment; this program is also part of a public health initiative to promote healthy families by reducing incidents of childhood obesity and Metro Health has been awarded a grant by the Department of State Health Services to fund these programs and rental expenses; and

WHEREAS, this action will serve to extend the term of the lease agreement for five years.

NOW THEREFORE:

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

SECTION 1. The City Manager or designee, authorizing the execution of the Second Renewal and Amendment to Lease Agreement in a form substantially similar to **Attachment I** with DW SA Centerview, LLC for a five-year term, in support of the services and programs provided by the Metro Health Lactation Center.

SECTION 2.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4: This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this 11th day of January, 2024.

M A Y O R
Ron Nirenberg

VS
1/11/2024
Item No. ____

ATTEST:

Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

DRAFT

Attachment I

Second Renewal and Amendment to Lease Agreement

(4538 Centerview Drive – Lactation Center)

This Second Renewal and Amendment of Lease Agreement (“Amendment”) is entered into between Landlord and Tenant. The original lease agreement, 1st Renewal and Amendment to Lease Agreement and this Second Renewal and Amendment to Lease Agreement shall be collectively read and referred to as the “Lease”.

1. Identifying Information, Definitions.

**Ordinance Authorizing
Second Renewal and
Amendment:**

Landlord: DW SA Centerview, LLC, as successor-in-title to RE
Office – TX II, LLC

Landlord’s Address: c/o Dogwood Capital Management, LLC
Attn: Ben Appleby
12700 Hillcrest Road, Suite 120
Dallas, Texas 75230

Tenant: City of San Antonio

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

**Ordinance Authorizing
Original Lease:** 2013-09-19-0644

**Ordinance Authorizing
1st Renewal and
Amendment:** 2018-10-18-0826

Commencement Date: December 1, 2023

Binding Date: This Amendment is binding on the parties on the later of
(A) The effective date of the Ordinance
Authorizing Amendment; or
(B) The later of the signatures of the two parties.

Lease Term: 5 years

Attachment I

2. Defined Terms.

2.01. 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 Amendment of Office Lease include the Original Lease.

3. Term, Renewal and Extension.

3.01. The Lease Term is five (5) years, commencing on December 1, 2023 and expiring on November 30, 2028.

4. Rent.

Tenant shall pay monthly rent for the five (5) term of this renewal will be at the rates listed below:

Rent Schedule	
Term	Monthly Rent
December 1, 2023 - November 30, 2024	\$3,623.33
December 1, 2024 - November 30, 2025	\$3,713.92
December 1, 2025 - November 30, 2026	\$3,804.50
December 1, 2026 - November 30, 2027	\$3,895.08
December 1, 2027 - November 30, 2028	\$3,985.67

5. 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 Amendment.

6. Same Terms and Conditions.

This Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, 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 Amendment conflicts with the Lease, this Amendment controls.

7. 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.

VS
1/11/2024
Item No. ____

Attachment I

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

Tenant

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Landlord

DW SA Centerview, LLC, a Texas limited liability company, as successor-in-title to RE Office - TX II, LLC.

By:  _____

Printed
Name: Ben Appleby

Title: Manager

Date: 11/16/2023