

ORDINANCE

AUTHORIZING A THIRD RENEWAL OF LEASE AGREEMENT WITH CALLAGHAN SQUARE INVESTMENTS, LTD. FOR THE CONTINUED USE BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S (SAMHD) WOMEN INFANTS AND CHILDREN (WIC) CLINIC OF APPROXIMATELY 5,000 SQUARE FEET OF CLINIC AND OFFICE SPACE, LOCATED AT 4412 CALLAGHAN ROAD IN COUNCIL DISTRICT 7 FOR A TERM OF FIVE YEARS.

* * * * *

WHEREAS, the Texas Department of State Health Services provides annual financial assistance to the SAMHD to support the Special Supplemental Nutrition Program for women, infants, and children. Under this program, SAMHD provides nutritional support for pregnant women and their families at various WIC clinics throughout the City; and

WHEREAS, this subject WIC clinic has proven to be one of the SAMHD's most successful sites serving an estimated 5,000 participants per month primarily from northwest San Antonio and SAMHD has leased space at this location for the past twenty-five years; and

NOW THEREFORE:

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

SECTION 1. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is hereby authorized to execute the Third Renewal of Lease Agreement with Callaghan Square Investments, Ltd. substantially in the form as shown in **Attachment I** with for the continued use by the San Antonio Metropolitan Health District's (SAMHD) Women, Infants and Children (WIC) Clinic of approximately 5,000 square feet of clinic and office space, located at 4412 Callaghan Road in Council District 7, for a term of five years, effective June 1, 2022, for the monthly rental amount of \$6,823.74 during the entire term with the option to terminate the lease with thirty days' notice. Funding is available in the Woman Infant and Children (WIC) grant. Funding in future years is contingent upon City Council approval of future year grant awards.

SECTION 2. Monthly funding in the amount up to \$6,823.74 is available for the term of June 1, 2022 through May 31, 2023 for a total of \$81,884.88 in fund 2201636122, internal order 136000000882, GL 5206010.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Callaghan Square Investments, Ltd. upon issuance of a purchase order.

SECTION 4. 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.

VS
5/19/2022
Item No. ____

SECTION 5: 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 ____ day of May, 2022.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, Acting City Clerk

Andrew Segovia, City Attorney

DRAFT

Attachment I

Third Renewal, Amendment, and Extension of Lease Agreement (Health Department / Callaghan Square)

WHEREAS, Callaghan Square Investments, Ltd. (“Landlord”), and the City of San Antonio (“Tenant”) entered into that certain lease dated on or about March 8, 2007 for approximately 5,000 square feet by Ordinance 2007-03-29-0321 and later amended by a Renewal and Extension of Lease Agreement dated on or about September 2, 2011 and authorized by Ordinance 2011-10-06-0814 and a 2nd Renewal and Extension of Lease Agreement dated on or about April 12, 2017 and authorized by Ordinance 2017-05-18-0340; and

WHEREAS, the above-referenced lease and subsequent renewal and amendment are herein cumulatively referred to as the “Lease”; and

WHEREAS, Landlord and Tenant now wish to renew, amend, and extend the Lease.

NOW, THEREFORE, for good and valuable consideration, it is agreed by the parties as follows:

1. Identifying Information.

Original Authorizing Ordinance: 2007-03-29-0321

Previous Ordinances Authorizing Renewal: 2011-10-06-0814; 2017-05-18-0340

Current Authorizing Ordinance:

Landlord: Callaghan Square Investments, Ltd.

Landlord’s Address: 1110 Lashbrook, Houston, Texas 77077

Tenant: City of San Antonio

Tenant’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Premises: Approximately 5,000 rentable square feet located in the retail center at 4412 Callagan Road, San Antonio, Bexar County, Texas for general office and clinic space to be used by the San Antonio Metropolitan Health District.

Initial Term: Five (5) years

Binding Date: This agreement is binding on the parties on the later of (A) the effective date of the Authorizing Ordinance or

Attachment I

(B) the later of the signatures of the two parties.

Commencement Date: June 1, 2022

Expiration Date: May 31, 2027

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include the original Lease.

3. Renewal and Extension.

The Initial Term of this Lease is defined above in Section 1, unless sooner terminated as provided in this Lease. A renewal option for an additional five (5) year term is granted to Tenant with 60-day written notice to Landlord prior to the expiration of the Initial Term and also contingent upon Landlord and Tenant agreeing on the rent for the renewal term.

4. Monthly Rent.

The monthly Rent during the Initial Term shall be six thousand eight hundred twenty-three 74/100 dollars (\$6,823.74).

5. Alterations and Additions.

Landlord will permit Tenant to make improvements to the Premises, subject to the Landlord's approval, not to be unreasonably withheld. Tenant must, within 30 days after termination of this Lease, or any holdover or renewal period, at its sole cost and expense, remove from the Premises all of its improvements or other items that are not the property of Landlord.

6. Termination

Tenant may terminate this Lease at any time without cause with 30 days' prior written notice to Landlord.

7. 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 the date of the Landlord's signature on this amendment.

Attachment I

8. Same Terms and Conditions.

This Third Renewal, Amendment, and Extension instrument is a fully integrated statement of the modification to the Lease. Except as expressly modified by the is renewal and extension, the Lease remains a comprehensive statement of the right and obligation 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 waive such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

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: _____

LANDLORD:

Callaghan Square Investments, Ltd.

By: Michel Shapiro *Michel Shapiro*

Printed Name: Michel Shapiro

Title: President

Date: Feb 14 2022

Approved as to Form:

City Attorney