



City of Philadelphia

City Council
Chief Clerk's Office
402 City Hall
Philadelphia, PA 19107

BILL NO. 230362

Introduced May 4, 2023

Councilmember O'Neill

**Referred to the
Committee on Public Property and Public Works**

AN ORDINANCE

Authorizing the Commissioner of Public Property, on behalf of the City of Philadelphia, to enter into a lease agreement with BAM RBC I LLC, for use by the City of all or a portion of the premises located at 2807-2817 Southampton Road, under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property is hereby authorized to enter into a lease with BAM RBC I LLC as Landlord, with the City as Tenant, for use by the City, of all or a portion of the premises located at 2807-2817 Southampton Road, Philadelphia, Pennsylvania, 19154 pursuant to terms substantially set forth in Exhibit "A".

SECTION 2. The City Solicitor is hereby authorized to review and to approve the lease and other documents necessary to effectuate this Ordinance, which lease and documents shall contain such terms and conditions as the City Solicitor shall deem necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

City of Philadelphia

BILL NO. 230362 continued

EXHIBIT "A"

Terms of Proposed Lease For 2807-2817 Southampton Road, Philadelphia, PA

1. **Landlord:** BAM RBC I LLC
2. **Tenant:** City of Philadelphia
3. **Premises Address:** 2807-2817 Southampton Road, Philadelphia, Pennsylvania, 19154
4. **Use of the Premises:** Approximately 45,000 rentable square feet and one half acre of outdoor storage area, to be used for office space, storage, and accessory uses by the Office of Emergency Management
5. **Term of Lease:** Seven years, provided, however, that the City in accordance with Section 8-200(3) of the Philadelphia Home Rule Charter, shall have the right to terminate the Lease, at the City's sole option, at any time after the expiration of four (4) years without liability to the Landlord for damages or loss of profits which would have been realized had the lease not been terminated.
6. **Renewal Term:** The City shall have a three (3) year renewal option.
7. **Rent:** Base Rent for the Premises during Lease Year 1 shall be the sum ("Total Base Rent") of the Base Rent payable for the Premises (excluding the Storage Area) in the amount of \$9.50 per rentable square foot and the Base Rent for the Storage Area in the amount of \$24,999.96 and shall escalate at a rate of approximately 3% per year. The Total Base Rent for Lease Year 1 will be approximately \$452,499.96.
8. **Utilities:** The City shall pay directly through City's own accounts, or, if not billed directly shall reimburse the cost of utilities paid on City's behalf.
9. **Operating Expenses:** The City shall be responsible for its proportionate share of operating expenses, which proportionate share shall equal 69.23% of total operating expenses.
10. **Tenant Improvements:** Landlord shall fit out the Premises based on a mutually accepted space plan.