City of Philadelphia

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

Legislation Details (With Text)

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Title: Authorizing the Commissioner of Public Property, on behalf of the City of Philadelphia, to enter into a lease agreement with St. Agnes MOB, LLC, for use by the City, of a portion of the premises located at 1930 South Broad Street, Philadelphia, Pennsylvania, all under certain terms and conditions.

Sponsors: Councilmember Johnson

Indexes: AGREEMENTS

Code sections:

Attachments: 1. CertifiedCopy21024800.pdf

Date	Ver.	Action By	Action	Result	Tally
7/1/2021	0	MAYOR	SIGNED		
6/17/2021	0	CITY COUNCIL	READ AND PASSED	Pass	17:0
6/10/2021	0	CITY COUNCIL	SUSPEND THE RULES OF THE COUNCIL		
6/10/2021	0	CITY COUNCIL	ORDERED PLACED ON THIS DAY`S FIRST READING CALENDAR		
6/10/2021	0	CITY COUNCIL	READ AND ORDERED PLACED ON NEXT WEEK'S SECOND READING CALENDAR		
5/28/2021	0	Committee on Public Property and Public Works	HEARING NOTICES SENT		
5/28/2021	0	Committee on Public Property and Public Works	HEARING HELD		
5/28/2021	0	Committee on Public Property and Public Works	REPORTED FAVORABLY, RULE SUSPENSION REQUESTED		
3/25/2021	0	CITY COUNCIL	Introduced and Referred		

Authorizing the Commissioner of Public Property, on behalf of the City of Philadelphia, to enter into a lease agreement with St. Agnes MOB, LLC, for use by the City, of a portion of the premises located at 1930 South Broad Street, Philadelphia, Pennsylvania, all under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property, on behalf of the City of Philadelphia, is hereby authorized to enter into a lease agreement with the St. Agnes MOB, LLC for use by the City, of a portion of the premises located at 1930 South Broad Street, Philadelphia, Pennsylvania, pursuant to terms substantially set forth in the document attached hereto as 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

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necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

EXHIBIT "A"

Terms of Proposed Lease
For 1930 South Broad Street, Philadelphia, PA

1. **Landlord:** St. Agnes MOB, LLC

2. **Tenant:** The City of Philadelphia

3. **Premises Address:** 1930 South Broad Street, Philadelphia, PA

4. **Use of the Premises:** Approximately twenty two thousand, one hundred eighty two (22,182) rentable square feet, to be used for laboratory and pharmacy space, one thousand two hundred ninety four (1,294) rentable square feet, to be used for an electrical substation and two thousand five hundred sixty one (2,561) rentable square feet, to be used as storage space for the Department of Health.

5. **Term of Lease**: Twenty nine and one half (29 ½) years. The City, in accordance with Section 8-200(3) of the Philadelphia Charter, shall have the right to terminate the Lease, at the City's sole option, at any time after the expiration of four years without liability to the Landlord for damages or loss of profits which would have been realized had the Lease not been terminated. In the event of such termination, Tenant shall pay any costs incurred by the Landlord, on behalf of the Tenant, for the fit out of the Property.

6. **Rent:** The first year annual base rent for the laboratory, pharmacy and electrical substation space will be approximately $26.62 per rentable square foot and will escalate at approximately $1.08 per square foot after the second year, $1.30 per square foot after the fifth year, $1.90 per square foot after the 10th year, $3.19 per square foot after the 15th year, $3.50 per square foot after the 20th year, and $3.66 per square foot after the 25 th year and continuing until the end of the term. At approximately 23,476 rentable square feet, the first year's annual base rent will be approximately $624,931.12. The first year annual base rent for the storage space will be approximately $5.00 per rentable square foot and will escalate at a rate of 10% every 5 years. At approximately 2,561 rentable square feet, the first year's annual base rent will be approximately $12,805.00.

7. **Utilities:** Tenant shall pay its proportionate share for charges related to water, electricity, gas, and HVAC consumed at the premises.

8. **Tenant Improvements:** Landlord shall turn-key the premises based on a mutually accepted space plan.