

December 14, 2022

WHEREAS, the City of Dallas requires space to shelter individuals, store materials and supplies, and provide training related to the sheltering of individuals;

WHEREAS, the City's Office of Homeless Solutions and Office of Emergency Management desire to enter into an agreement with Austin Street Center to lease approximately 20,000 square feet of space at the premises located at 2929 Hickory Street in the City and County of Dallas, Texas, to be used as office, storage, training, and shelter space;

WHEREAS, under the agreement, Austin Street Center would lease the space to the City as well as provide additional staff and services to the City as needed;

WHEREAS, it is in the best interest of the residents of the City to enter into the agreement with Austin Street Center for the lease of space and provision of additional services related to the sheltering of individuals;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, be and is hereby authorized to execute a lease agreement between the City of Dallas, as tenant, and Austin Street Center, or its successor and assigns, as landlord, for approximately 20,000 square feet of office, storage, training and shelter space located at 2929 Hickory Street, Dallas, Dallas County, Texas, to be used by the Office of Homeless Solutions for the sheltering of individuals and storage of material and supplies for shelter needs and other activities related to storage, training and sheltering by the Office of Emergency Management.

SECTION 2. That the terms and conditions of the lease are:

- (a) The lease is for a term of one (1) year, beginning January 1, 2023 and ending December 31, 2023.
- (b) The City shall be granted two (2) one-year renewal options to extend the term of the lease, which the City Manager is authorized to elect, by giving written notice of intent to extend to Landlord, within ninety (90) days prior to the expiration of the then current term, provided, however City shall have the right to terminate the Lease as provided therein. The two one-year renewal options to extend are as follows:
 - (1) beginning January 1, 2024 and ending December 31, 2024,
 - (2) beginning January 1, 2025 and ending December 31, 2025.

SECTION 2. (continued)

The extension shall be at the then Base Rental, subject to annual appropriations.

- (c) For and in consideration of this Lease, City shall pay to Landlord, monthly Base Rental payments during the term, and any renewal option, as follows, subject to annual appropriations:

January 1, 2023 – December 31, 2023 \$10,000.00 per month

- (d) Landlord will also provide sheltering services, additional staff, and supplies, as agreed to by the parties, on an as-needed basis.

- (e) The cost for monthly rental payments as well as additional services provided by Landlord shall not exceed the total sum of \$744,907.68 per year.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Austin Street Center, or its successors and assigns on the first day of each month in advance during the lease term beginning January 1, 2023 in the amount specified below:

January 1, 2023 – December 31, 2023: \$10,000.00 per month
(subject to annual appropriations)

SECTION 4. That the monthly payments will be charged as follows:

January 1, 2023 – September 30, 2023: General Fund, Fund 0001, Department MGT, Unit 4311, Object 3330, Encumbrance/Contract No. OHS-2023-00020757, Commodity 97145, Vendor VC0000011655, Amount \$10,000.00.

October 1, 2023 – September 30, 2024: General Fund, Fund 0001, Department MGT, Unit 4311, Object 3330, Encumbrance/Contract No. OHS-2023-00020757, Commodity 97145, Vendor VC0000011655, Amount \$10,000.00.

October 1, 2024 – December 31, 2025: General Fund, Fund 0001, Department MGT, Unit 4311, Object 3330, Encumbrance/Contract No. OHS-2023-00020757, Commodity 97145, Vendor VC0000011655, Amount \$10,000.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communication, security companies upon receipt of a bill for such services, reimbursement to Landlord for additional costs for utility, maintenance and daily janitorial costs and allowable charges for the additional services provided by the Landlord.

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SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO, City Attorney

BY: Molly P. Ward
Assistant City Attorney