

October 23, 2024

WHEREAS, on December 10, 2014, the City Council of the City of Dallas authorized a ten-year lease agreement dated December 1, 2014, (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as tenant, and Mulix Investments, LLC, a Texas limited liability company, ("Landlord") as landlord, for approximately 4,996 square feet of office space, located at 2730 Coombs Creek, Dallas, Dallas County, Texas (the "Premises") to be used by the Building Inspection's Southwest District Office, by Resolution No. 14-2114; and

WHEREAS, on April 27, 2016, City Council authorized the First Amendment to Lease Agreement dated May 10, 2016, to authorize certain leasehold improvements to the Premises, by Resolution No. 16-0654; and

WHEREAS, on October 24, 2019, Mulix, LLC conveyed certain real property which included the Premises to SVEA Industrial I, LLC, a Texas limited liability company (hereinafter "Landlord") as successor in interest; and

WHEREAS, on July 21, 2021, SVEA Industrial I, LLC conveyed certain real property, which included the Premises, to SVEA DB Holdings II, LLC, a Delaware limited liability company (hereinafter "Landlord") as successor in interest; and

WHEREAS, the Lease, as amended, expires by its own terms on November 30, 2024; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease to (1) extend the term for an additional two (2) year term ("Extension Term"), and (2) upon certain amended terms as provided below.

Now, Therefore,

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 Second Amendment to the Lease Agreement between SVEA DB Holdings II, LLC a Texas limited liability company and the City of Dallas.

SECTION 2. That the special terms and conditions of the Second Amendment to the Lease Agreement are:

- (a) The term of the Lease is hereby extended for an additional two (2) years (the "Extension Term") beginning December 1, 2024 and ending November 30, 2026,

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provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

(b) Monthly Rental Payments during the Extension Term shall be as follows: (subject to annual appropriations):

December 1, 2024 – November 30, 2025	\$10,096.08 per month
December 1, 2025 – November 30, 2026	\$10,298.00 per month

(c) **Counterparts: Electronic Signatures.** Landlord and City consent to the use of electronic signatures on this Amendment and all documents relating to the Lease and this Amendment, including, but not limited to, any amendments, written approvals, or Notices to any of the foregoing (collectively, the "License Documents"). Landlord and City agree that any **electronic signatures** appearing on the Lease Documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Lease Document shall, for all purposes of the Lease Documents and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall include, DocuSign and AdobeSign, and have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

(d) All other terms and conditions of the Lease, as amended, not expressly amended hereby, shall remain in full force and effect.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to SVEA Industrial I, LLC, or its successors and assigns on the first day of each month in advance during the Extension Term beginning December 1, 2024 in the amount specified below:

December 1, 2024 – November 30, 2025: \$10,096.08 per month
(subject to annual appropriations)

December 1, 2025 – November 30, 2026: \$10,298.00 per month
(subject to annual appropriations)

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

December 1, 2024 – September 30, 2025: Fund FY 2024-25, Fund 0150,
Department PDV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-

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DEV-2024-00025750, Commodity 97145, Vendor VC23481, Amount \$100,960.80.

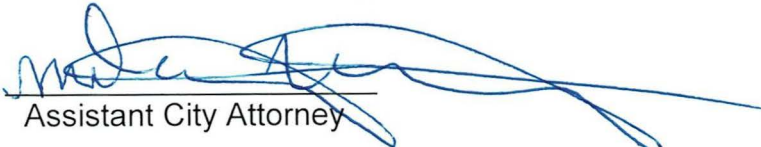
October 1, 2025 – September 30, 2026: Fund FY 2025-26, Fund 0150, Department PDV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2024-00025750-, Commodity 97145, Vendor VC23481, Amount \$123,172.16.

October 1, 2026 – November 30, 2026: Fund FY 2026-27, Fund 0150, Department PDV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2024-00025750, Commodity 97145, Vendor VC23481, Amount \$20,596.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, security, and communication companies upon receipt of a bill for such services or other applicable charges throughout the lease term.

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:
TAMMY L. PALOMINO, City Attorney

BY: 
Assistant City Attorney