

May 11, 2022

WHEREAS, on April 27, 1994, by Resolution 94-1582, the City Council of the City of Dallas authorized a five-year lease agreement dated April 27, 1994 (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as tenant, and Buckner & I-30, Ltd., a Texas limited partnership, or its successor and assigns, ("Landlord") as landlord, for approximately 3,400 square feet of office space, located at 3312 North Buckner Boulevard, Suite 200, Dallas, Dallas County, Texas (the "Premises") to be used by the Women, Infants and Children ("WIC") Program Services; and

WHEREAS, on May 26, 1999, by Resolution No. 99-1699, City Council authorized the First Amendment to Lease Agreement dated May 27, 1999 to (1) extend the term for an additional three-years, and (2) adjust the monthly rental rate; and

WHEREAS, on May 23, 2001, by Resolution No. 01-1623, City Council authorized the Second Amendment to Lease Agreement dated June 1, 2001 to (1) extend the term for an additional four-years, (2) increase the office space by 1,407 square feet located in Suite 205, bringing the total space for the Premises to 4,807 square feet described as Suites 200 and 205, and (3) Landlord to provide a minimum of 42 parking spaces; and

WHEREAS, on April 27, 2005, by Resolution No. 05-1324, City Council authorized the Third Amendment to Lease Agreement dated May 5, 2005 to (1) extend the term for an additional nine-years, (2) increase office space by 8,100 square feet by adding Suites 124 and 130, located at 3302 North Buckner Boulevard and relinquishing 1,407 square feet being Suite 205, located at 3312 North Buckner Boulevard, for a total of total space for the Premises to 11,500 square feet, being located at 3302 North Buckner Boulevard, Suites 124, 130 and 3312 North Buckner Boulevard, Suite 200, and (3) increase Landlord provided minimum parking spaces to 100; and

WHEREAS, on December 28, 2005, Buckner & I-30, Ltd., conveyed certain real property, which included the Premises, to Towne Square Market LP, a Texas limited partnership (hereinafter "Landlord") as successor in interest; and

WHEREAS, on September 23, 2009, by Resolution No. 09-2370, City Council authorized the Fourth Amendment to Lease Agreement dated October 3, 2009 to (1) reduce the office space by approximately 3,400 square feet, being located at 3312 North Buckner Boulevard, Suite 200, for a total space for the Premises to 8,100 square feet, being located at 3302 North Buckner Boulevard, Suites 124 and 130; (2) extend the term for an additional four-years, and (3) Landlord to make certain additional improvements and refurbishments to 3302 North Buckner Boulevard, Suites 124 and 130 at City's cost and expense through additional rental payments; and

WHEREAS, on April 10, 2019, by Resolution No., 19-0511, City Council authorized the Fifth Amendment to Lease Agreement dated April 10, 2019 to (1) extend the term for an additional three-years, (2) adjust the monthly rental rate, and (2) modify language where required for clarification of permitted use and intention; and

May 11, 2022

WHEREAS, on February 3, 2021, by Resolution No., 2021-0011, the Sixth Amendment to Lease Agreement dated May 17, 2021, was authorized in which the Landlord, in accordance with Sections VII and XI, granted the City, at its sole cost and expense, to (1) make certain Leasehold Improvements, (2) maintain and repair for the certain Leasehold Improvements, and (3) upon expiration and/or termination of the Lease, the Leasehold Improvements shall become the property of the Landlord and shall remain and be surrendered with the Premises; and

WHEREAS, the Lease, as amended, expires by its own terms on May 31, 2022; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease, as previously amended, to (1) extend the term for an additional eight-year term ("Extension Term"), (2) grant the City a one-time additional right to terminate, with no penalty, after year three of the Extension Term, and (3) adjust monthly rental rates for the Extension Term, subject to annual appropriations and 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 Seventh Amendment to the Lease Agreement between Towne Square Market LP, a Texas limited partnership and the City of Dallas.

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

(a) The term of the Lease is hereby extended for an additional eight (8) years (the "Extension Term") beginning June 1, 2022 and ending May 31, 2030, provided however, that City shall have a one-time additional right to terminate, without penalty, with a sixty (60) day Notice to Landlord, after year three (3) of the Extension Term, and furthermore, City and Landlord retain the right to terminate the Lease as provided elsewhere therein, including, but not limited to the City's right to terminate under Section XXII of the Lease.

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

June 1, 2011 – May 31, 2025	\$11,508.75 per month
June 1, 2025 – May 31, 2030	\$12,659.63 per month

(c) Modify the Lease with the addition of **Section XXVIII** as follows:

May 11, 2022

SECTION 2. (continued)

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 "Lease 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 Towne Square Market LP, or its successors and assigns on the first day of each month in advance during the Extension Term beginning June 1, 2022 in the amount specified below:

June 1, 2022 – May 31, 2025: (subject to annual appropriations)	\$11,508.75 per month
--	-----------------------

June 1, 2025 – May 31, 2030: (subject to annual appropriations)	\$12,659.63 per month
--	-----------------------

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

June 1, 2022 – September 30, 2022: Fund FY 2022 WIC Program - Women, Infants and Children Grant Fund, Fund F679, Department MGT, Unit 211C, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$11,508.75.

October 1, 2022 – September 30, 2023: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842 Commodity 97145, Vendor VC0000000475, Amount \$11,508.75.

October 1, 2023 – September 30, 2024: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$11,508.75.

May 11, 2022

SECTION 4. (continued)

October 1, 2024 – May 31, 2025: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$11,508.75

June 1, 2025 – September 30, 2025: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$12,659.63.

October 1, 2025 – September 30, 2026: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$12,659.63.

October 1, 2026 – September 30, 2027: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$12,659.63.

October 1, 2027 – September 30, 2028: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$12,659.63.

October 1, 2028 – September 30, 2029: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$12,659.63.

October 1, 2029 – May 31, 2030: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2022-00018842, Commodity 97145, Vendor VC0000000475, Amount \$12,659.63.

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

May 11, 2022

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: *Consuelo Tankersley*
Assistant City Attorney