

January 25, 2023

WHEREAS, on February 23, 2005, by Resolution No. 05-0738, the City Council of the City of Dallas authorized a seven-year lease agreement dated April 1, 2005, (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as tenant, and Cash Flow Management, Inc., a Texas corporation, ("Landlord") as landlord, for approximately 3,600 square feet of office space, located at 1110 South Santa Fe Trail, Duncanville, Dallas County, Texas, and parking privileges located at 1120 South Santa Fe Trail, Duncanville, Dallas County, Texas (the "Premises") to be used by the Women, Infants and Children ("WIC") Program Services; and

WHEREAS, on November 10, 2008, by Resolution No. 08-3123, City Council authorized the First Amendment to Lease Agreement dated November 10, 2008, to extend the lease terms for an additional four years; and

WHEREAS, on February 10, 2016, by Resolution No. 16-0288, City Council authorized the Second Amendment to Lease Agreement dated February 23, 2016, to extend the lease terms for an additional seven years; and

WHEREAS, the Lease, as amended, expires by its own terms on March 31, 2023; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease to (1) extend the term for an additional five-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 Third Amendment to Lease Agreement between Cash Flow Management, Inc., a Texas corporation and the City of Dallas.

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

- (a) The term of the Lease is hereby extended for an additional for five (5) years (the "Extension Term") beginning April 1, 2023 and ending March 31, 2028, 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):

April 1, 2023 – March 31, 2024	\$5,351.00 per month
April 1, 2024 – March 31, 2025	\$5,512.00 per month
April 1, 2025 – March 31, 2026	\$5,677.00 per month

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SECTION 2. (continued)

April 1, 2026 – March 31, 2027	\$5,847.00 per month
April 1, 2027 – March 31, 2028	\$6,022.00 per month

(c) 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 Cash Flow Management, Inc., or its successors and assigns on the first day of each month in advance during the Extension Term beginning April 1, 2023 in the amount specified below:

April 1, 2023 – March 31, 2024: (subject to annual appropriations)	\$5,351.00 per month
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April 1, 2024 – March 31, 2025: (subject to annual appropriations)	\$5,512.00 per month
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April 1, 2025 – March 31, 2026: (subject to annual appropriations)	\$5,677.00 per month
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April 1, 2026 – March 31, 2027: (subject to annual appropriations)	\$5,847.00 per month
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April 1, 2027 – March 31, 2028: (subject to annual appropriations)	\$6,022.00 per month
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SECTION 4. That the monthly payments will be charged as follows:

April 1, 2023 – September 30, 2023: FY 2023 WIC Program - Women, Infants and Children Grant Fund, Fund F716, Department MGT, Unit 307C, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,351.00.

October 1, 2023 – March 31, 2024: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,351.00.

April 1, 2024 – September 30, 2024: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,512.00.

October 1, 2024 – March 31, 2025: TBD Fund, Fund TBD, Department MGT,

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SECTION 4. (continued)

Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,512.00.

April 1, 2025 – September 30, 2025: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,677.00.

October 1, 2025 – March 31, 2026: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,677.00.

April 1, 2026 – September 30, 2026: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,847.00.

October 1, 2026 – March 31, 2027: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$5,847.00.

April 1, 2027 – September 30, 2027: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$6,022.00.

October 1, 2027 – March 31, 2028: TBD Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-WIC-2023-00020835, Commodity 97145, Vendor 518219, Amount \$6,022.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective communications, telephone and security systems/monitoring service 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:
CHRISTOPHER J. CASO, City Attorney

BY: 

Assistant City Attorney