

December 11, 2019

WHEREAS, on August 24, 2016, by Resolution 16-1348, the City Council of Dallas authorized a two-year lease agreement dated September 16, 2016, (the "Lease") with Shawnee, Inc. ("Shawnee"), a Texas corporation, or its successor and assigns, as landlord, ("Landlord") and the City of Dallas, as tenant, for approximately 1,800 square feet of office space located at 9451 Lyndon B. Johnson Freeway, Suite 125, City of Dallas, Dallas County, Texas (the "Premises"); and

WHEREAS, Kaz Meyers Properties, LLC, a Delaware limited liability company, d/b/a North Creek Kaz Meyers, LLC, MHNC Meyers, LLC, a Delaware limited liability company, SMHNC Meyers, LLC, a Delaware limited liability company, YKHKNC Meyers, LLC, a Delaware limited liability company, and YTNC Meyers, LLC, a Delaware limited liability company purchased the property, including the Premises and succeeded to and assumed the Lease as landlord (hereinafter "Landlord"); and

WHEREAS, on December 12, 2018, by Resolution 18-1784, the City Council of Dallas authorized a First Amendment to Lease Agreement with Landlord to extend the term for one-year; and

WHEREAS, the Lease, as amended expires by its own terms on December 31, 2019; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease for an additional one (1) year ("Extension Term") 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, is hereby authorized to execute a Second Amendment to the Lease Agreement between Kaz Meyers Properties, LLC, a Delaware limited liability company, d/b/a North Creek Kaz Meyers, LLC, MHNC Meyers, LLC, a Delaware limited liability company, SMHNC Meyers, LLC, a Delaware limited liability company, YKHKNC Meyers, LLC, a Delaware limited liability company, and YTNC Meyers, LLC, a Delaware 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 one (1) year, beginning January 1, 2020 and ending December 31, 2020, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

December 11, 2019**SECTION 2.** (continued)

- (b) Monthly Rental Payment payments during the Extension shall be as follows:
(subject to annual appropriations)

January 1, 2020 – December 31, 2020: \$1,980.00 per month
(Subject to annual appropriations)

- (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 Landlord, or its successors and assigns on the first day of each month in advance during the lease term beginning January 1, 2020 in the amount specified below:

January 1, 2020 – December 31, 2020 \$1,980 per month
(subject to annual appropriations)

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

January 1, 2020 – December 30, 2020: General Fund 0001, Department ATT, Unit 2747, Object 3330, Encumbrance/Contract No. CX ATT-2020-00011783, Commodity 97145, Vendor VS92327.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, utility and janitorial and security 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:
CHRISTOPHER J. CASO, Interim City Attorney

BY: 
Assistant City Attorney

