

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 lease agreement (the "Lease") between City of Dallas, a municipal corporation, or its successor and assigns, as landlord, hereinafter referred to as "City", and the Texas Military Department, a body politic and corporate of the State of Texas, hereinafter referred to as "Lessee" for approximately 9 acres of land and improvements located thereon at 1775 California Crossing Road, Dallas, Dallas County, Texas ("Premises") to be used by the Texas Military Department as a training facility.

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

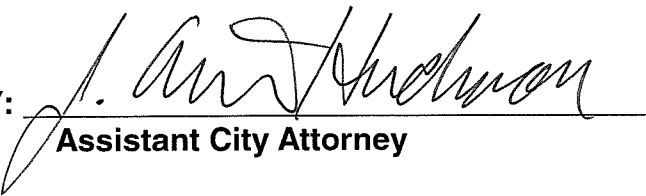
- a) The lease is for a term of twenty (20) years beginning June 1, 2015 and ending May 31, 2035.
- b) For and in consideration of the lease and in lieu of cash rental payments, Lessee shall provide City during the term of the lease with exclusive use and occupancy of (i) approximately 6,694 square feet of office space; (ii) a maintenance facility building of approximately 4,120 square feet; and (iii) a reserved parking area, (hereinafter referred to as the "City Occupied Area").
- c) The Lessee, at its sole cost and expense, shall provide certain improvements having a cost of approximately \$548,000 to the City Occupied Area as specified in the Lease.
- d) The Lessee shall pay all real estate taxes, if any, assessed on the Premises, including but not limited to the City Occupied Area, during the lease term.
- e) The Lessee shall pay all charges for water, gas and other utilities for the Premises, including but not limited to the City Occupied Area.
- f) The Lessee agrees to provide the City with a Certificate of Occupancy for any improvements constructed by it on the Premises, including but not limited to the City Occupied Area.
- g) The City shall provide adequate dumpster facilities for their trash removal requirements on the City Occupied Area and the Lessee shall provide adequate dumpster facilities for their trash removal requirements for the remainder of the Premises.

- h) The Lessee shall provide City a parking area with a minimum of forty-eight parking spaces.
- i) The City shall be responsible for the installation, maintenance and expense for telephone, communication and security services to the City Occupied Area. The Lessee shall be responsible for the installation, maintenance and expense for telephone, communication and security services for its use of the Premises.
- j) The Lessee agrees to provide the City with a Certified Asbestos Survey acceptable to City for any improvements on the Premises, including but not limited to the City Occupied Area.
- k) The Lessee shall maintain the roof, foundation, exterior walls, exterior lighting, termites and pest extermination, parking areas and all public and common areas of and/or servicing the Premises, including but not limited to the City Occupied Area, during the lease term.
- l) The Lessee shall maintain all equipment and systems, including, but not limited to, all electrical, mechanical and plumbing systems, including heating and air conditioning equipment, front and rear doors, light fixtures and bulb replacements, plumbing and floor drains, exhaust fans, windows, interior walls, ceiling and floors in or constituting part of and/or serving the Premises, including but not limited to the City Occupied Area.
- m) The Lessee shall not adversely impact the natural state of any park property adjacent to the Premises, and under no circumstances whatsoever shall Lessee cut any trees, construct any improvements or make any alterations to any park property contiguous to the Premises or upon the Premises (except for repairs, renovation or remodeling of existing structures) without the express prior written consent of the Park and Recreation Board of the City of Dallas or its authorized designee.
- n) The Lessee takes the Premises "AS IS" and waives any and all representation and warranties as to the Premises, express or implied, including but not limited to the fitness or suitability of same for any intended purpose.
- o) The Lessee will maintain all improvements on the Premises in a good, safe and useable condition and will upon termination of the lease deliver possession of same to the City in such condition.
- p) The City reserves the right to terminate the lease on the last day of any current fiscal year due to non-appropriation of funds.

SECTION 3. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, and sanitation companies upon receipt of a bill for services or other applicable charges throughout the term of the lease.


SECTION 4. 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
Warren M. S. Ernst, City Attorney

BY: 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

MAY 27 2015


City Secretary