

WHEREAS, the City of Dallas ("City") is the owner of a tract of land containing approximately 99.51 acres of land ("Premises") attached hereto as Exhibit A; and

WHEREAS, the Premises has been operated by Jack Cooper Transport Co., Inc. for approximately four years under month-to-month agreements; and

WHEREAS, Jack Cooper Transport Co., Inc. has operated the Premises for new vehicle logistics and staging for preparation of distribution and shipping as a logistic contractor supporting the efforts of the General Motors plant in Arlington, Texas.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute a lease agreement (the "Lease") between Jack Cooper Transport Co., Inc., a Delaware corporation, or its successor and assigns, as lessee hereinafter referred to as "Lessee", and the City of Dallas, as lessor, hereinafter referred to as "City", approved as to form by City Attorney, for approximately 99.51 acres of City-owned land, improved with concrete located at 9010 West Jefferson Boulevard, Dallas, Dallas County, Texas ("Premises") to be used for new vehicle logistics and staging for preparation of distribution and shipping.

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

- (a) The lease is for a term of one-year beginning March 1, 2019 and ending February 29, 2020. At the expiration of the Primary Term, Lessee and City may, with a 90-day notice to the City, receive a Secondary Term of one-year, beginning March 1, 2020 and ending February 28, 2021; and at the expiration of the Secondary Term, Lessee and City may, with a 90-day notice to the City, receive a Tertiary Term of one-year, beginning March 1, 2021 and ending February 28, 2022.
- (b) The per acre exclusive use cost shall increase by 2.5% for the Secondary and Tertiary Terms. Monthly rental payments during the term and renewal options shall be as follows:

March 1, 2019 through February 29, 2020	\$149,265.00 per month
March 1, 2020 through February 28, 2021	\$152,996.63 per month
March 1, 2021 through February 28, 2022	\$156,821.79 per month

- (c) The Premises are to be used by Lessee for new vehicle staging and logistics in preparation for distribution and shipping.

- (d) Lessee shall provide appropriate space, at no cost to the City, on an as needed basis for City department driver training exercises, conditioned on City providing Lessee with a minimum of one-week advance notice.
- (e) Lessee shall receive and accept the Premises in its "AS-IS, WHERE IS, WITH ALL FAULTS" condition and basis.
- (f) Lessee shall be responsible to secure all permits and a Certificate of Occupancy, as applicable.
- (g) City reserves and has the right to terminate the lease upon any of the following: (1) failure to remit rental payment; (2) upon Lessee's non-compliance with the terms of the lease or Lessee's non-compliance with any federal, state or local code or regulation applicable to the Leased Premise; (3) City Council adopts a development plan for Hensley Field which encompasses the entire Leased Premises and provides Lessee with a 90-day notice; and (4) a public emergency is declared and the Leased Premises are necessary in response to the declared emergency.
- (h) The Lessee shall pay all taxes levied or assessed against the leased Premises during the primary term and option term(s) of the Lease.
- (i) Lessee shall obtain and maintain in full force and effect insurance, including without limitation worker's compensation, liability and builders risk insurance, on the Premises in such form and amounts as City shall require.
- (j) Lessee shall pay all charges and initial connection charges for electric, water, sewer, and gas to the Premises.
- (k) Lessee shall be responsible for the installation, maintenance and expense of its own telephone, communication and security services to the Premises.
- (l) Lessee shall pay all charges for sanitation and janitorial services to the Premises.
- (m) Lessee shall be responsible for all improvements, repairs and maintenance to the Premises, at no cost to City. City shall have a right of inspection to ensure compliance with Lessee's maintenance responsibilities set out in this lease.
- (n) Lessee shall be responsible for the requirements issued by Office of Environmental Quality and Sustainability ("OEQ") and ensuring that its operations and improvements do not result in noncompliance with any local, state, or federal law, including but not limited to Texas Commission on Environmental Quality ("TCEQ") rules and regulations.

- (o) Lessee shall not permit or allow any portion of the Premises to be used or occupied in any manner that is (1) contrary to any federal, state or local statute, rule, order, ordinance, requirement, or regulation applicable thereto, or (2) in any manner which would (i) violate any certificates of occupancy or permit affecting same, (ii) would threaten the structural integrity, utility, regulatory compliance, or value of then existing improvements, including but not limited to any structures, liners, fill, or any other materials used or constructed to obtain regulatory closure from TCEQ or another local, state, or federal environmental agency, (iii) cause the usefulness of the Premises to diminish, (iv) prevent the direct use of the Premises by all members of the public, as appropriate (v) constitute a public or private nuisance or waste, or (vi) would be immoral or obscene or create a threat to the health, safety, and welfare of the general public, or (3) for the sale or distribution of pornographic materials

- (p) Lessee shall not assign, encumber, or convey the lease or sublet the Premises or any part thereof without the prior written consent of City.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in NAS Redevelopment Fund, Fund 0022, Department DEV, Unit 6624, Revenue Code 8410.

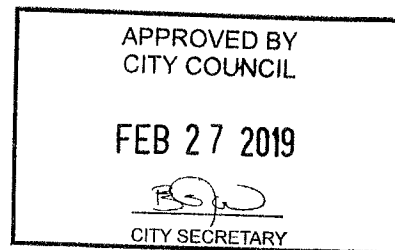
SECTION 4. That this Resolution is also designated for City purposes as Contract No. DEV-2019-00009029.

SECTION 5. 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





JEFFERSON BLVD.

Non-exclusive drive areas

HENSLEY FIELD

EXHIBIT A

SUBJECT SITE

Google earth

Imagery Date: 4/10/2013 32°44'03.16" N 96°57'40.80" W elev 470 ft eye alt 10166 ft

2001