

December 9, 2020**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 lease agreement (the "Lease") between the City of Dallas, as tenant, hereinafter referred to as "City" and Oak Cliff Tower Limited, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", for approximately 5,425 square feet of office space located at 400 South Zang Boulevard, Suite C-95 and being situated on Lots 2 - 10, part of Lot 12, and Lots 13 - 19 on a portion of Block 59/3179, Dallas, Dallas County, Texas (the "Premises") to be used as a training facility for the Sustainable Development and Construction Department.

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

- (a) The lease is for a term of five (5) years, beginning March 1, 2021 and ending February 28, 2026.
- (b) Monthly rental payments during the term shall be as follows (subject to annual appropriations):

March 1, 2021 – February 28, 2026 \$7,911.46 per month

The monthly rental payments shall begin upon the latter of (i) March 1, 2021, or (ii) the date certain leasehold improvements as specified in the lease are completed by Landlord and accepted by City ("Rental Commencement Date"). If the Rental Commencement Date is other than the first of the month, rent for the resulting partial month shall be prorated by days.

- (c) City shall be responsible for the installation, maintenance and expense of its own telephone, communication and personal security services it elects to obtain to the Premises.
- (d) Landlord agrees to provide City with a Certificate of Occupancy.
- (e) Landlord shall, at its sole cost and expense, construct and make the improvements, repairs and modifications, hereinafter referred to as "leasehold improvements", to the Premises, as specified in the lease agreement.
- (f) Landlord shall, at its sole cost and expense, pay all charges for electric, water, sewer, gas, sanitation, pest control and treatments, repairs and maintenance, and janitorial services to the Premises and to provide exterior and building security.

SECTION 2. (continued)

- (g) Landlord shall, at its sole cost and expense, provide adequate dumpster facilities for City's trash removal requirements.
- (h) Landlord shall, at its sole cost and expense, repair and 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, interior and exterior light fixtures and bulb replacements, plumbing and floor drains, exhaust fans, windows, interior walls, ceiling and floors in/or, constituting a part of and/or servicing the Premises and further agrees that it shall be in good working order and condition prior to the Rental Commencement Date.
- (i) Landlord shall, at its sole cost and expense, maintain in good repair the roof, foundation, exterior walls, exterior lighting, termites and pest extermination, parking areas and all public and common areas of and/or serving the Premises during the Lease Term.
- (j) Landlord shall, at its sole cost and expense, make any improvements, and repairs or maintenance to the Premises necessary to comply with the Americans with Disabilities Act, Texas Accessibility Standards and the City of Dallas Fire Codes.
- (k) Landlord shall, at its sole cost and expense, provide to City a certified asbestos survey of the Premises.
- (l) Landlord shall, at its sole cost and expense, pay all real estate taxes on the Premises during the lease term.
- (m) Landlord shall, at its sole cost and expense, provide City with Landlord's building standard interior tenant signage package, provided that Landlord maintains right to remove sign for repairs and alterations to the Premises; and Landlord has previously consented in writing to the appearance and location of the sign.
- (n) The City reserves the right to terminate the Lease on the last day of the then current fiscal year due to non-appropriation of funds.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Oak Cliff Tower Limited, or its successors and assigns on the first day of each month in advance during the lease term beginning March 1, 2021 in the amount specified below:

March 1, 2021 – September 30, 2021
(subject to annual appropriations)

\$7,911.46 per month

SECTION 3. (continued)

October 1, 2021 – September 30, 2022 (subject to annual appropriations)	\$7,911.46 per month
October 1, 2022 – September 30, 2023 (subject to annual appropriations)	\$7,911.46 per month
October 1, 2023 – September 30, 2024 (subject to annual appropriations)	\$7,911.46 per month
October 1, 2024 – September 30, 2025 (subject to annual appropriations)	\$7,911.46 per month
October 1, 2025 – February 28, 2026 (subject to annual appropriations)	\$7,911.46 per month

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

March 1, 2021 – September 30, 2021: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2020-00014354, Commodity 97145, Vendor VC22243.

October 1, 2021 – September 30, 2022: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2020-00014354, Commodity 97145, Vendor VC22243.

October 1, 2022 – September 30, 2023: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2020-00014354, Commodity 97145, Vendor VC22243.

October 1, 2023 – September 30, 2024: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2020-00014354, Commodity 97145, Vendor VC22243.

October 1, 2024 – September 30, 2025: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2020-00014354, Commodity 97145, Vendor VC22243.

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December 9, 2020

SECTION 4. (continued)

October 1, 2025 – February 28, 2026: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2020-00014354, Commodity 97145, Vendor VC22243.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, or personal security 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

