

May 24, 2023

**WHEREAS**, the City of Dallas owns certain improved property located at 500 North Malcolm X Boulevard, a part of City Block No. D/491 (the “property”); and

**WHEREAS**, New Cingular Wireless PCS, LLC a Delaware limited liability company currently maintains a month to month lease on approximately 528 square feet of the property (the “Premises”) for use as a cellular transmission and receiving facility and now desires to enter into a longer term Lease Agreement for the same use, as Lessee, with the City of Dallas, as Lessor; and

**WHEREAS**, the City of Dallas is agreed to entering into a fixed term Lease Agreement for the Premises.

**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 lease agreement (the “Lease”) between New Cingular Wireless PCS, LLC, a Delaware limited liability company, or its successor and assigns, as lessee hereinafter referred to as “Lessee”, and the City of Dallas, a Texas municipal corporation, as lessor, hereinafter referred to as “City”, for approximately 528 square feet of City-owned land located at 500 North Malcolm X Boulevard, Dallas, Dallas County, Texas (the “Premises”) for the continued use as a cellular transmission and receiving facility.

**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, 2023 and ending February 29, 2028, with two (2) five (5) year renewal options upon mutual agreement of parties.

(b) Monthly rental payments during the term shall be as follows:

|                                   |                      |
|-----------------------------------|----------------------|
| March 1, 2023 – February 29, 2024 | \$7,083.00 per month |
| March 1, 2024 – February 28, 2025 | \$7,366.00 per month |
| March 1, 2025 – February 28, 2026 | \$7,661.00 per month |
| March 1, 2026 – February 28, 2027 | \$7,967.00 per month |
| March 1, 2027 – February 29, 2028 | \$8,286.00 per month |

(c) The Premises are to be used by Lessee as a cellular transmission and receiving facility.

(d) Lessee shall be responsible for all improvements, repair and maintenance to the Premises, at no cost to City.

May 24, 2023

- (e) Lessee shall pay for all operation costs and any authorized or unauthorized expenses, operational or otherwise, that may be incurred by Lessee or third parties during the term of this lease.
- (f) Lessee shall pay all taxes on the Premises during the lease term.
- (g) Lessee shall be responsible for ensuring that its operations and improvements do not result in non-compliance with any local, state or federal law.
- (h) Lessee shall obtain and maintain in full force and effect insurance, including without limitation worker's compensation, liability and risk insurance, on the Premises in such form and amounts as City shall require.
- (i) Lessee shall pay the cost of all utility services and initial connection charges including but not limited to all charges for gas, water and electricity serving the Premises.
- (j) City agrees that Lessee shall have 24-hour access to the Premises with advance notice. Lessee shall make reasonable effort to notify Dallas Fire-Rescue Department (214-671-8284, Chief Daniel Salazar, or other representative) with a minimum 24-hour notice prior to access.
- (k) Lessee shall maintain its equipment in compliance with Federal Communications Commission guidelines.
- (l) Lessee may install a separate pole for the installation of its own equipment and/or antennas with prior approval of plans by the Director of Public Works and/or his designee. All plans must be submitted and approved in writing. Upon installation, the site shall become part of the Premises, subject to all lease terms.
- (m) The Lease will be subject to such other terms and requirements as the City deems necessary, convenient or appropriate.
- (n) Lessee shall be responsible for securing the Premises and general upkeep. The lease space is to be kept free of debris.
- (o) The City reserves full ingress and egress rights.
- (p) Lessee shall vacate and surrender possession of the Premises at City's convenience, within one hundred and twenty (120) days written notice.

May 24, 2023

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in General Fund, Fund 0001, Dept DFD, Unit ER00, Revenue Code 8482, Encumbrance/Contract No. DFD-2023-00021414.

**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:  
TAMMY L. PALOMINO, Interim City Attorney

BY:   
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Assistant City Attorney