

September 27, 2023

WHEREAS, on June 22, 2007, the City Council of the City of Dallas authorized a thirty-year lease agreement dated June 22, 2007, (the "Original Lease") between the City of Dallas, a Texas municipal corporation ("City"), as landlord, and Dallas Firefighter's Museum, Inc., a Texas non-profit corporation, or its successor and assigns ("DFFM") as tenant, for approximately 6,882 square feet of land and 8,816 square feet of building space, located at 3801 Parry Avenue, Dallas, Dallas County, Texas (the "Property") to be used as a museum and gift shop, and for the procurement, care and display of fire apparatus, equipment, memorabilia and artifacts, by Resolution No. 07-1749; and

WHEREAS, on August 2, 1976, the Property, formerly Fire Station No. 5 and also known as Old Tige, is a Historical Landmark, officially designated by a City of Dallas Landmark, and was established as a historically designated building by the City of Dallas by Ordinance 15238; and

WHEREAS, on April 14, 2010, the City Council authorized the First Amendment to the Lease Agreement dated April 14, 2010, to provide DFFM additional time to perform contemplated renovations and increased the required amount of funds to be expended as required by the Lease, by Resolution No. 10-0888; and

WHEREAS, the Original Lease expires by its own terms on June 30, 2037;

WHEREAS, the City desires to enter into an agreement with DFFM (the "Agreement") to convey the Property to DFFM pursuant to Section 253.011 of the Texas Local Government Code to promote the City's public purpose of maintaining the Property as a museum and gift shop, procuring, caring for, and displaying fire apparatus, equipment, memorabilia and artifacts, and educating the public about fire prevention and fire safety; and

WHEREAS, under the Agreement, DFFM is obligated to invest a minimum of \$3,000,000.00 in renovations and restorations to the Property; and

WHEREAS, effective upon the execution of the Agreement, the City and DFFM shall terminate the Original Lease.

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 be and is hereby authorized to: **(1)** execute a termination of lease between the City and Dallas Firefighter's Museum, Inc., for approximately 6,882 square feet of land and 8,816 square feet of building space, located at 3801 Parry Avenue, Dallas, Dallas

SECTION 1. (continued)

County, Texas, to be effective upon the execution of the Agreement between the City and DFFM; **(2)** transfer the improved Property to DFFM subject to restrictive covenants, a right to revert, and execution of all necessary documents, pursuant to Section 253.011 of the Texas Local Government Code ("Code"); and **(3)** execute an agreement pursuant to the Code to ensure that the Property is used in a manner that primarily promotes a public purpose of the City.

SECTION 2. That the City Manager is hereby authorized to execute all documents, including, but not limited to deed without warranty, restrictive covenants, and any necessary documents to effectuate the conveyance of the Property to DFFM pursuant to the terms as described herein, as approved as to form by the City Attorney. The Property may revert to the City, if City Manager or his/her designee determines that DFFM has:

1. failed to use the Property in a manner that primarily promotes the public purpose of the City;
2. incurred a lien on the Property because violations of city ordinances and failed to fully pay off the lien within 180 days of the City's recording of the lien;
3. sold, conveyed, or transferred the Property without the consent of the City; or
4. failed to maintain the Property and/or ceased operating the Property for a continuous period lasting longer than 180 days.

Upon determination by the City Manager that a condition described above has occurred, the City Manager is authorized to execute an instrument, approved as to form by the City Attorney, exercising against the Property the City's reverter with right to reentry. The City shall file notice of the reverter and reentry of the Property by the City in the real property records of Dallas County, Texas, which notice shall specify the violation triggering the reverter and reentry. The City shall provide a copy of the notice to DFFM in person or by mailing the notice.

SECTION 3. That in addition to the conditions set out in the sections above, the Agreement shall include the following:

- (a) The term of investing a minimum of \$3,000,000.00 in renovations and restorations to the Property is six (6) years from the date ownership of the Property is transferred by deed from the City to DFFM, which shall be enforced by the deed restrictions filed against the Property.
- (b) The Property must be maintained and managed as required by City Code Compliance at no cost to City.
- (c) City retains ownership of artifacts within the Property.

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SECTION 3. (continued)

- (d) Upon notice to DFFM, Dallas Fire and Rescue shall have the ongoing exclusive right to use the Property for promotions and events.
- (e) DFFM shall use the Property in a manner that primarily promotes a public purpose of the City, including specifically to maintain the Property as a museum and gift shop, to procure, care for, and display fire apparatus, equipment, memorabilia and artifacts, and to educate the public about fire prevention and fire safety.

SECTION 4. That this Resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to this transaction, until such time as the documents are duly approved by all parties and executed.

SECTION 5. That this contract is designated as Contract No. DFD-2023-00023039.

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:

TAMMY L. PALOMINO, Interim City Attorney

BY: Molly P. Ward
Assistant City Attorney