

February 22, 2023

WHEREAS, Dallas Fire-Rescue Department provides ambulances for emergency services for citizens and special events, which are housed at fire stations and other locations; and

WHEREAS, ambulances, not assigned to fire stations, require access to secure facilities with electrical connections to maintain the vehicles' temperature and readiness; and

WHEREAS, Dallas Fire-Rescue Department desire to enter into an agreement with 2722 Burbank, LLC to lease approximately 8,371 square feet of space at the premises located at 2734 Burbank Street in the City and County of Dallas, Texas, to be used as office and storage space for ambulances; and

WHEREAS, it is in the best interest of the residents of the City to enter into the agreement with 2722 Burbank, LLC for the lease of space for housing of the special event ambulances.

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 2722 Burbank, LLC, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", for approximately 8,371 square feet of office and warehouse space located at 2734 Burbank Street, Dallas County, Texas (the "Premises") to be used by the Dallas Fire-Rescue Department for the Emergency Services Division.

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

- (a) The lease is for a term of three (3) years, beginning March 1, 2023 and ending February 28, 2026.
- (b) Monthly rental payments during the term shall be as follows: (subject to annual appropriations):

March 1, 2023 – February 29, 2024	\$11,000.00 per month
March 1, 2024 – February 28, 2025	\$11,500.00 per month
March 1, 2025 – February 28, 2026	\$12,000.00 per month

The monthly rental payments shall begin upon the latter of (i) March 1, 2023, or (ii) the date certain leasehold improvements and conditions as specified in the Lease are completed by Landlord and accepted by City and a Certificate of Occupancy for the Premises is delivered to City ("Rental Commencement Date"). If the Rental Commencement Date is other than the first of the month, rent for the

SECTION 2. (continued)

resulting partial month shall be prorated by days.

- (c) City shall be responsible for installation, maintenance and expense of its telephone, communication, and the Premises' security services or systems, including, by not limited to closed circuit/video cameras it may elect to obtain to the Premises.
- (d) City shall be responsible for all utility costs, janitorial services, sanitation, ground maintenance, pest control and treatments and routine system maintenance, i.e., filter changes, interior bulb replacement.
- (e) City shall reimburse Landlord for the real property taxes assessed to the Premises.
- (f) City reserves the right to terminate the lease on the last day of any current fiscal year due to non-appropriation of funds.
- (g) City shall pay Landlord as Additional Lease Rental a one-time payment for certain leasehold improvements, performed by the Landlord and accepted by the City, as specified in the lease agreement, a total amount not to exceed, \$43,799.30, subject to annual appropriations.
- (h) Landlord shall repair and maintain all equipment and systems, including, but not limited to, all electrical, mechanical and plumbing systems in or constituting a part of and/or servicing the Premises, interior and exterior light fixtures, exterior fencing and automatic gates and doors.
- (i) Landlord shall 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 at its own expense.
- (j) Landlord shall certify to City no asbestos containing material ("ACM") nor other hazardous material is located on the Premises or used in the leasehold improvement materials. If any ACM or other hazardous material is discovered, Landlord, at its sole cost and expense, will remove the ACM or other hazardous material and City reserves the right, in its sole determination, to terminate the Lease upon the determination of ACM or other hazardous material with no penalty or other claim.
- (k) Landlord shall, at its sole cost and expense, deliver to City a Certificate of Occupancy.

February 22, 2023

SECTION 2. (continued)

- (l) Landlord shall pay all real estate taxes when due on the Premises during the lease term.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to 2722 Burbank, LLC, or its successors and assigns on the first day of each month in advance during the lease term beginning March 1, 2023 in the amount specified below:

March 1, 2023 – September 30, 2023 (subject to annual appropriations)	\$11,000.00 per month
October 1, 2023 – February 29, 2024 (subject to annual appropriations)	\$11,000.00 per month
March 1, 2024 – September 30, 2024 (subject to annual appropriations)	\$11,500.00 per month
October 1, 2024 – February 28, 2025 (subject to annual appropriations)	\$11,500.00 per month
March 1, 2025 – September 30, 2025 (subject to annual appropriations)	\$12,000.00 per month
October 1, 2025 – February 28, 2026 (subject to annual appropriations)	\$12,000.00 per month

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

March 1, 2023 – September 30, 2023: General Fund, Fund 0001, Department DFD, Unit ER96 , Object 3330, Encumbrance/Contract No. CX-DFD-2022-00020205, Commodity 97145, Vendor VC27079, Amount \$11,000.00.

October 1, 2023 – February 29, 2024: General Fund, Fund 0001, Department DFD, Unit ER96, Object 3330, Encumbrance/Contract No. CX-DFD-2022-00020205, Commodity 97145, Vendor VC27079, Amount \$11,000.00.

March 1, 2024 – September 30, 2024: General Fund, Fund 0001, Department DFD, Unit ER96, Object 3330, Encumbrance/Contract No. CX-DFD-2022-00020205, Commodity 97145, Vendor VC27079, Amount \$11,500.00.

October 1, 2024 – February 28, 2025: General Fund, Fund 0001, Department DFD, Unit ER96, Object 3330, Encumbrance/Contract No. CX-DFD-2022-

February 22, 2023

SECTION 4. (continued)

00020205, Commodity 97145, Vendor VC27079, Amount \$11,500.00.

March 1, 2025 – September 30, 2025: General Fund, Fund 0001, Department DFD, Unit ER96, Object 3330, Encumbrance/Contract No. CX-DFD-2022-00020205, Commodity 97145, Vendor VC27079, Amount \$12,000.00.

October 1, 2025 – February 28, 2026: General Fund, Fund 0001, Department DFD, Unit ER96, Object 3330, Encumbrance/Contract No. CX-DFD-2022-00020205, Commodity 97145, Vendor VC27079, Amount \$12,000.00.

SECTION 5. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to 2722 Burbank, LLC, or its successors and assigns for the Additional Lease Rental for leasehold improvements to begin no later than March 1, 2023 and completed by the Landlord and accepted by the City no later than April 1, 2023, in a one-time payment for a total amount not to exceed \$43,799.30.

SECTION 6. That the payment will be charged as follows:

March 1, 2023 – September 30, 2023 – General Fund, Fund 0001, Department DFD, Unit ER96, Object 3330, Encumbrance/Contract No. CX-DFD-2022-00020205, Commodity 97145, Vendor VC27079, Amount \$43,799.30.

SECTION 7. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, electric, gas, water, sanitation, security and communication companies, pest control, janitorial and reimburse Landlord for real property tax for the premises upon receipt of a bill for such services or other applicable charges throughout the lease term.

SECTION 8. 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: Molly P. Ward
Assistant City Attorney