

June 11, 2025

WHEREAS, on September 12, 1984, the City Council of the City of Dallas authorized a ten-year lease agreement with two five-year renewal options with American Tower Corporation. This lease expired September 2004, and the station continued operating on a month-to-month agreement starting October 2004, by Resolution No. 84-2902; and

WHEREAS, on June 8, 2005, the City Council authorized two twenty-year leases with American Tower, with one five-year renewal options for each, the primary (transmitter) and auxiliary towers (backup), Cowboy Tower and Milton Tower, in an amount not to exceed \$3,174,332.00, by Resolution No. 05-1722; and

WHEREAS, on June 3, 2022, the City Council authorized a seven-year management and facility agreement with North Texas Public Broadcasting ("NTPB") dba KERA for the management and operation of WRR and Fair Park studio by Resolution No. 22-0876; and

WHEREAS, the management and facility agreement with KERA requires all expenses related to the operational costs of WRR incurred by the City of Dallas be reimbursed by KERA including the leases of the two broadcast towers; and

WHEREAS, the agreement with American Tower Corporation dba American Towers LLC for primary and back-up/auxiliary transmitter/tower facility will enable the City to operate within compliance of broadcasting guidelines of the FCC and maximize the opportunity for future technologies approved by the FCC; and

WHEREAS, the 20-year leases for the Cowboy Tower and Milton Tower will expire June 30, 2030.

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease to (1) renew the term for five years ("Renewal Term"), and upon certain amended terms as provide below.

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 the one five-year renewal options with American Towers Corporation dba American Towers LLC for each the primary and the auxiliary towers, at a lease cost of \$1,039,845.79 and an additional \$6,000.00 for a five-year lease Common Area Maintenance charge for a combined cost of \$1,045,845.79 set to expire on June 30, 2030.

June 11, 2025

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds to American Tower Corporation dba American Towers LLC from Enterprise Fund, Fund 0140, Department OCA, Unit 1069, Object 3330, Encumbrance/Contract No. OCA-2018-00004242, Vendor VS0000080792 for monthly rent through the term of the renewal leases not to exceed \$1,045,845.79.

SECTION 3. That the special terms and conditions of the amendment of the Lease Agreement are:

(a) The term of the Lease is hereby renewed for an additional five years (the "Renewal Term") beginning July 1, 2025 and ending June 30, 2030, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

(b) Annual Rent Payments during the Renewal Term including annual increases based on the Consumer Price Index (currently set at 3.5%) shall be as follows:

i.	July 1, 2025 - September 30, 2025	\$63,142.93 annually
ii.	October 1, 2025 - September 30, 2026	\$192,715.32 annually
iii.	October 1, 2026 - September 30, 2027	\$199,460.22 annually
iv.	October 1, 2027 - September 30, 2028	\$206,441.18 annually
v.	October 1, 2028 - September 30, 2029	\$213,666.40 annually
vi.	October 1, 2029 – June 30, 2030	\$164,419.74 annually
vii.	July 1, 2025 – June 30, 2030	\$6,000.00 renewal term

(c) All other terms and conditions of the Lease, as amended, not expressly amended hereby, shall remain in full force and effect.

SECTION 4. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to American Tower Corporation, or its subsidiary and assigns on the first day of each month in advance during the Renewal Term beginning July 1, 2025 in the amounts specified below:

July 1, 2025 – September 30, 2025 \$63,142.93
(Subject to annual appropriations)

October 1, 2025 – September 30, 2026 \$192,715.32
(Subject to annual appropriations)

October 1, 2026 – September 30, 2027 \$199,460.22
(Subject to annual appropriations)

SECTION 4. (continued)

October 1, 2027 – September 30, 2028 \$206,441.18
(Subject to annual appropriations)

October 1, 2028 – September 30, 2029 \$213,666.40
(Subject to annual appropriations)

October 1, 2028 – June 30, 2030 \$164,419.74
(Subject to annual appropriations)

July 1, 2025 – June 30, 2030 \$6,000
(Subject to annual appropriations)

SECTION 5. That the payments will be charges as follows:

July 1, 2024 – September 30, 2025: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$63,142.93.

October 1, 2025 – September 30, 2026: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$192,715.32.

October 1, 2026 – September 30, 2027: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$199,460.22.

October 1, 2027 – September 30, 2028: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$206,441.18.

October 1, 2028 – September 30, 2029: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$213,666.40.

June 11, 2025

SECTION 5. (continued)

October 1, 2029 – June 30, 2030: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$164,419.74.

July 1, 2024 – June 30, 2030: Municipal Radio Enterprise Fund, Fund 0140, Department OAC, Unit 1069, Object 3330, Encumbrance/Contract No.#OCA-2018-00004242, Commodity 97100, Vendor VS0000080792, Amount \$6,000.

SECTION 6. That under the management agreement with NTPB, lease costs will be reimbursed, resulting in no expenses being accrued by the City of Dallas.

SECTION 7. 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.