

August 10, 2022

**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 Southwest Valley Constructors Co., 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 50,837 square feet of land located at 1108 Mississippi Avenue, Dallas, Dallas County, Texas ("Premises") to be used by Lessee, as contractor for the USACE, as a staging area during construction to raise and flatten a portion of the City's existing levees.

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

- (a) The lease is for a term of two (2) years beginning September 1, 2022 and ending August 31, 2024.
- (b) Monthly rental payments during the term shall be as follows:

September 1, 2022 – August 31, 2024	\$50.00 per month
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- (c) The Premises are to be used by Lessee as a staging area during the construction of raising and flattening of a portion of the City's existing levees.
- (d) Lessee shall be responsible for all improvements, repair, and maintenance to the Premises, at no cost to City.
- (e) Lessee shall pay for all operating 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 be responsible for the installation, maintenance, and expense of any signage.
- (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.

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**SECTION 2.** (continued)

- (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) Lessee shall pay all charges for sanitation services.
- (k) Lessee shall be responsible for securing the Premises and general upkeep.
- (l) Lessee shall be responsible and promptly pay before delinquent all taxes levied against the Premises during the Term.
- (m) During the term of this lease, Lessee will install approximately \$150,000 worth of improvements that will be left in place upon surrender of the Premises for the future use of City. These improvements may include, but not limited to, the balancing of the Premises, aggregate surfacing, concrete slab(s), chain link security fence with barbed wire, controlled access gates and utility connections.
- (n) The City reserves full ingress and egress rights.
- (o) Lessee shall vacate and surrender possession of the Premises at City's convenience, within ninety (90) days of written notice.
- (p) The Lease will be subject to such other terms and requirements as the City deems necessary, convenient or appropriate.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in Flood Protection and Storm Drainage Facilities Fund, Fund 0061, Dept SDM, Unit 4908, Revenue Code 8410.

**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:  
CHRISTOPHER J. CASO, City Attorney

BY:   
Consent # 1444-Any 11.16.2022 08:29 CD11  
Assistant City Attorney