

December 10, 2025

WHEREAS, Dallas Love Field Airport (the “Airport”) is currently designated as a User Fee Airport by the United States Customs and Border Protection (“CBP”), and as part of the designation, CBP requires that a secure facility be provided at the Airport for its operations; and

WHEREAS, on December 21, 2010, the City of Dallas entered into a Memorandum of Agreement (the “MOA”) with the CBP for a facility located at the Airport, authorized by the Dallas City Council on December 8, 2010, by Resolution No. 10-3053; and

WHEREAS, on September 9, 2015, the City Council authorized two leases with The Braniff Centre, LP (“Braniff Centre”) for commercial and aviation uses at the Airport, and each of the two leaseholds included a portion of the existing CBP facility; and

WHEREAS, while the CBP facility was located within Braniff Centre’s leasehold areas, all rights and obligations relating to the CBP facility were subject to the City’s MOA with CBP, but CBP notified the Department of Aviation that its facilities must remain under the exclusive control of the Airport and could be part of another leasehold, so to comply with this requirement, on October 28, 2020, the City Council authorized an amendment to each of the leases with Braniff Centre to exclude the area occupied by CBP; and

WHEREAS, on October 28, 2020, the City Council authorized the City Manager to execute a one-year lease agreement, with two one-year renewal options, at the Airport, identified as Lease No. HSBP-7120-L-DA1006, with CBP for a term not to extend beyond December 31, 2022, by Resolution No. 20-1679; and

WHEREAS, under the MOA with CBP, the City of Dallas is responsible for reimbursing CBP for all expenses related to CBP’s services; and

WHEREAS, all of the utilities servicing the CBP facility are paid for by Braniff Centre since they are connected to the same meters servicing Braniff Centre’s leasehold; and

WHEREAS, on December 14, 2022, the City Council authorized the City Manager to execute the first amendment to the existing lease with CBP to extend the term of the lease by two additional one-year terms with a one-year renewal option for a term not to extend beyond December 31, 2025, by Resolution No. 22-1752; and

WHEREAS, Resolution No. 22-1752 also authorized the City to reimburse Braniff Centre for CBP’s pro-rata share of utilities serving CBP’s leasehold; and

WHEREAS, CBP has requested a second amendment to the existing lease to extend the term of the lease by one year plus two additional one-year renewals (three additional years total).

December 10, 2025

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 second amendment to the lease, approved as to form by the City Attorney, with the United States (U.S.) of America, acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection, at Dallas Love Field, to extend the term of the lease by one year, plus two additional one-year renewals (three additional years total).

SECTION 2. That the City of Dallas agrees to reimburse U.S. Customs and Border Protection for all expenses related to the services provided at the airport and recover such costs through international arrival fees.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds to U.S. Customs and Border Protection from AVI Operating Fund, Fund 0130, Department AVI, Unit 7722, Object 3099, Vendor VC0000009559.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds to The Braniff Centre, LP from AVI Operating Fund, Fund 0130, Department AVI, Unit 7722, Object 3099, Vendor VS91640 for the reimbursement of utilities servicing the CBP leasehold, in an estimated amount of \$5,000.00 annually, through the term of the U.S. Customs and Border Protection lease.

SECTION 5. That this contract is designated as Contract No. AVI-2026-00029206.

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.