

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 exercise a lease agreement (the "Lease") between Ricchi Towers, LLC, or its successor and assigns, hereinafter referred to as "Landlord", and the City of Dallas, as Tenant, hereinafter referred to as "City" and for approximately 2,105 square feet of office space, within an eleven-story tower, located at 8585 North Stemmons Freeway, Suite S-720, Dallas, Dallas County, Texas (the "Premises") to be used for City personnel purposes by the Dallas Fire Department.

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

- (a) The lease is for a term of sixty-two (62) months, beginning July 1, 2022 and ending August 31, 2027.
- (b) Monthly rental payments during the term shall be as follows: (subject to annual appropriations):

July 1, 2022 – August 31, 2022	\$ 0.00
September 1, 2022 – June 30, 2023	\$2,982.08
July 1, 2023 – June 30, 2024	\$3,069.79
July 1, 2024 – June 30, 2025	\$3,157.50
July 1, 2025 – June 30, 2026	\$3,245.21
July 1, 2026 – August 31, 2027	\$3,332.92

The monthly rental payments shall begin upon the latter of (i) July 1, 2022, 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 resulting partial month shall be prorated by days.

- (c) City shall be responsible for the installation, maintenance and expense of its telephone, communication, and premise security services or systems it elects to obtain to the Premises.
- (d) Landlord shall pay all charges for utility charges to the Premises, pest control and treatments, building repairs and maintenance, janitorial services, and general property security, repair and maintenance of common areas, including without limitation parking areas.
- (e) Landlord shall provide adequate dumpster facilities for City's trash removal requirements.

SECTION 2. (continued)

- (f) Landlord shall provide City with eight (8) unreserved parking spaces for City employees and customers.
- (g) The Landlord shall provide on-site security.
- (h) The Landlord shall pay all real estate taxes on the Premises during the lease term.
- (i) The Landlord shall provide the City with an asbestos survey at Landlord's expense.
- (j) The Landlord shall make any improvements, and repairs or maintenance to the Premises during the lease term necessary to comply with the American with Disabilities Act, Texas Accessibility Standards and local fire codes at Landlord's expense.
- (k) The City reserves the right to terminate the lease on the last day of any current fiscal year due to non-appropriation of funds.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants for the Base Rental payable to Ricchi Towers, LLC, or its successors and assigns on the first day of each month in advance during the lease term beginning July 1, 2022 in the amount specified below:

September 1, 2022 – September 30, 2022: (subject to annual appropriations)	\$2,982.08
October 1, 2022 – June 30, 2023: (subject to annual appropriations)	\$2,982.08
July 1, 2023 – September 30, 2023: (subject to annual appropriations)	\$3,069.79
October 1, 2023 – June 30, 2024: (subject to annual appropriations)	\$3,069.79
July 1, 2024 – September 30, 2024: (subject to annual appropriations)	\$3,157.50
October 1, 2024 – June 30, 2025: (subject to annual appropriations)	\$3,157.50

May 25, 2022

SECTION 3. (continued)

July 1, 2025 – September 30, 2025: (subject to annual appropriations)	\$3,245.21
October 1, 2025 – June 30, 2026: (subject to annual appropriations)	\$3,245.21
July 1, 2026 – September 30, 2026: (subject to annual appropriations)	\$3,332.92
October 1, 2026 – August 31, 2027: (subject to annual appropriations)	\$3,332.92

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

September 1, 2022 – September 30, 2022: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$2,982.08.

October 1, 2022 – June 30, 2023: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$2,982.08.

July 1, 2023 – September 30, 2023: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,069.79.

October 1, 2023 – June 30, 2024: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,069.79.

July 1, 2024 – September 30, 2024: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,157.50.

October 1, 2024 – June 30, 2025: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,157.50.

May 25, 2022

SECTION 4. (continued)

July 1, 2025 – September 30, 2025: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,245.21.

October 1, 2025 – June 30, 2026: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,245.21.

July 1, 2026 – September 30, 2026: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,332.92.

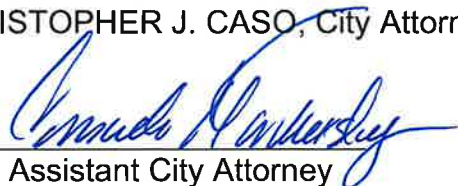
October 1, 2026 – August 31, 2027: General Fund, Fund 0001, Department DFD, Unit AD00, Object 3330, Encumbrance/Contract No. DFD-2022-00019082, Commodity 97145, Vendor VC18871, Amount \$3,332.92.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communication and security companies upon receipt of a bill for such services or other applicable charges throughout the lease term.

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:
CHRISTOPHER J. CASO, City Attorney

BY:


Assistant City Attorney