

**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 Columbia Colson Corporation, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", for approximately 5,000 square feet of office space located at 4850 Olson Drive and being a portion of Lot 7, Block D/6213, City of Dallas, Dallas County, Texas (the "Premises") to be used as a Southeast Building Inspection District Office.

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

- a) The lease is for a term of ten (10) years, beginning October 1, 2020 and ending September 30, 2030.
- b) Monthly rental payments during the term shall be as follows (subject to annual appropriations):

October 1, 2020 – September 30, 2021	\$10,000.00 per month
October 1, 2021 – September 30, 2022	\$10,208.33 per month
October 1, 2022 – September 30, 2023	\$10,416.67 per month
October 1, 2023 – September 30, 2024	\$10,625.00 per month
October 1, 2024 – September 30, 2025	\$10,833.33 per month
October 1, 2025 – September 30, 2026	\$11,145.83 per month
October 1, 2026 – September 30, 2027	\$11,458.33 per month
October 1, 2027 – September 30, 2028	\$11,770.83 per month
October 1, 2028 – September 30, 2029	\$12,083.33 per month
October 1, 2029 – September 30, 2030	\$12,395.83 per month

The monthly rental payments shall begin upon the latter of (i) October 1, 2020, or (ii) the date certain leasehold improvements as specified in the lease are completed and accepted ("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 own telephone, communication and any private security services it may elect to use, to the Premises.
- d) Landlord shall, at its sole cost and expense, construct and make the improvements, repairs and modifications to the Premises, hereinafter referred to as "leasehold improvements" in the Lease, and deliver a Certificate of Occupancy

**SECTION 2. (continued)**

to the City upon completion. The building construction and leasehold improvements shall be performed in a good and workmanlike manner and in compliance with applicable Building Codes and shall be to the reasonable satisfaction of the Sustainable Development and Construction Director, or his designee.

- e) Landlord shall, at its sole cost and expense, provide City a minimum of five (5) designated and marked "City Visitor" parking spaces, twenty (20) undesignated employee parking spaces in the general parking area and a minimum of twenty (20) secured, keycard accessed parking spaces for City full-size pick-up trucks at a mutually designated area behind the Premises.
- f) Landlord shall pay all charges for all electric, water, sewer, gas, sanitation, pest control and treatments, repairs and maintenance, and janitorial services to the Premises.
- g) Landlord shall, at its sole cost and expense, provide for the installation, maintenance and expense of the outdoor signage.
- h) Landlord shall, at its sole cost and expense, provide adequate dumpster facilities for City's trash removal requirements.
- i) Landlord shall, at its sole cost and expense, repair and maintain all equipment and systems, including, but not limited to, all electrical, mechanical and plumbing systems, including heating and air conditioning equipment, front and rear doors, interior and exterior light fixtures and bulb replacements, plumbing and floor drains, exhaust fans, windows, interior walls, ceiling and floors in or, constituting a part of and/or servicing the Premises and further agrees that it shall be in good working order and condition prior to the Rental Commencement Date.
- j) Landlord shall at its sole cost and expense maintain in good repair the roof, foundation, exterior walls, exterior lighting, termites and pest extermination, security, parking areas and all public and common areas of and/or serving the Premises during the Lease Term.
- k) Landlord shall, at its sole cost and expense, re-paint the premises in the sixth year of the Lease or October 1, 2025 – September 30, 2026, at a mutually agreeable schedule.

**SECTION 2.** (continued)

- l) Landlord shall, at its sole cost and expense, 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.
- m) Landlord shall provide City documentation that all construction and leasehold improvements made by Landlord contain asbestos free materials. City reserves the right to terminate the Lease upon determination of asbestos or any hazardous materials findings.
- n) Landlord shall pay all real estate taxes on the Premises during the lease term.

City has the right to terminate this lease on the last day of the then current fiscal year due to non-appropriation of funds by the Dallas City Council. City agrees to notify Landlord of such non-appropriation at the earliest practicable time prior to the end of City's then current fiscal year.

**SECTION 3.** That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Columbia Colson Corporation, or its successors and assigns on the first day of each month in advance during the lease term beginning October 1, 2020 in the amount specified below:

October 1, 2020 – September 30, 2021 (subject to annual appropriations)	\$10,000.00 per month
October 1, 2021 – September 30, 2022 (subject to annual appropriations)	\$10,208.33 per month
October 1, 2022 – September 30, 2023 (subject to annual appropriations)	\$10,416.67 per month
October 1, 2023 – September 30, 2024 (subject to annual appropriations)	\$10,625.00 per month
October 1, 2024 – September 30, 2025 (subject to annual appropriations)	\$10,833.33 per month
October 1, 2025 – September 30, 2026 (subject to annual appropriations)	\$11,145.83 per month
October 1, 2026 – September 30, 2027 (subject to annual appropriations)	\$11,458.33 per month

**SECTION 3. (continued)**

October 1, 2027 – September 30, 2028 (subject to annual appropriations)	\$11,770.83 per month
October 1, 2028 – September 30, 2029 (subject to annual appropriations)	\$12,083.33 per month
October 1, 2029 – September 30, 2030 (subject to annual appropriations)	\$12,395.83 per month

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

October 1, 2020 – September 30, 2021: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2021 – September 30, 2022: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2022 – September 30, 2023: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2023 – September 30, 2024: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2024 – September 30, 2025: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2025 – September 30, 2026: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

**SECTION 4.** (continued)

October 1, 2026 – September 30, 2027: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2027 – September 30, 2028: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2028 – September 30, 2029: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

October 1, 2029 – September 30, 2030: Building Inspection Enterprise Fund, Fund 0150, Department DEV, Unit 3141, Object 3330, Encumbrance/Contract No. CX-DEV-2019-00009700, Commodity 97145, Vendor VS0000056818.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, or private security service 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