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~~**WHEREAS**, the City of Dallas ("City") is the owner of a tract of land containing approximately 12.865 acres of land, being in Block 8414, Dallas, Dallas County, Texas, (the "Land"), and is located near the intersection of Greenville Avenue and Forest Lane; and~~

~~**WHEREAS**, City recognizes the need to provide youth services, living accommodations, counseling mental health services, medical services, job training and related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness; and~~

~~**WHEREAS**, City seeks to establish as a public purpose the promotion of youth services, living accommodations, counseling, mental health services, medical services, job training and related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness ("City's public purpose"); and~~

~~**WHEREAS**, In accordance with Section 253.011 of the Texas Local Government Code, City is permitted to lease real property to a 501(c)(3) non-profit organization without complying with governmental notice and bidding requirements set forth in Section 272.001(a) of the Local Government Code or other law provided Tenant will use the real property in a manner that promotes the public purpose of the City as set forth in an agreement that also provides that if the nonprofit at any time fails to use the property for the specified public purpose, the real property will automatically revert to the Landlord; and~~

~~**WHEREAS**, Refuge City of Dallas, Inc. ("Refuge"), is a validly existing non-profit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code 1986, as amended, and has requested City ground lease the Land to Refuge for development, construction, use, operation and maintenance of certain facility and related improvements, including but not limited to multi-family housing, survivor housing, individual housing, multiple farm stands, a child development center, an innovation hub, gymnasium, health clinic and multiple retail locations including a restaurant and coffee shop (the "Improvements"), to serve the City's public purpose as further described below; and~~

~~**WHEREAS**, City recognizes the services provided by Refuge can promote and address the City's public purpose to serve community needs for youth services, living accommodations, counseling, mental health services, medical services, job training, and related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness, including but not limited to within Lake Highlands and the surrounding communities; and~~

~~**WHEREAS**, the Land and Improvements shall constitute the Premises; and~~

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~~**WHEREAS**, for and in consideration of a qualifying Section 253.011 lease agreement ("Lease") between the parties that (i) requires the non-profit organization to construct the Improvements, use, and operate the Premises in a manner that promotes the City's public purpose, and (ii) provides that if the Section 501(c)(3) non-profit organization at any time fails to use the Premises in that manner, the City may terminate the Lease and recover the Premises, after notice and opportunity to cure; and other salient terms as provided hereinbelow, the City is willing to lease the Land to Refuge; and~~

~~**WHEREAS**, Refuge is willing to lease the Land, to serve the City's public purpose and develop, construct, use, operate and maintain responsive facility and related improvements to provide youth services, living accommodations, counseling, mental health services, medical services, job training and co-working, other related uses; and related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness in Lake Highlands and the surrounding communities ("Project"); and~~

~~**WHEREAS**, Refuge, as further consideration to the City and as part of the Project, subject to the terms set forth in the Lease, is willing to sublease to the City, at City's election and no cost, leasable space within the Premises for City's exclusive use to operate related services or public safety office within the Premises as part of the Project (the "City Space" as hereinafter defined).~~

~~**Now, Therefore,**~~

~~**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**~~

~~**SECTION 1.** That the City hereby identifies the lack of youth services, living accommodations, counseling, mental health services, medical services, job training and related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness within Lake Highlands and the surrounding communities.~~

~~**SECTION 2.** That the City hereby establishes as a public purpose the promotion and development of community youth services, living accommodations, counseling, mental health services, medical services, job training, co-working and other related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness (hereinafter the "City's public purpose").~~

~~**SECTION 3.** That the City Manager, upon approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute a ground lease agreement (the "Lease") between Refuge City of Dallas, Inc., a Texas non-profit corporation, or its qualified successor and assigns, as lessee hereinafter referred to as~~

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**SECTION 3. (continued)**

~~"Refuge" or "Lessee", and the City of Dallas, as lessor, hereinafter referred to as "City", for approximately 12.865 acres of land located at 12000 Greenville Avenue, Dallas, Dallas County, Texas (the "Land") to be used for the construction, operation and maintenance of certain facility and related improvements, including but not limited to multi-family housing, survivor housing, individual housing, multiple farm stands, a child development center, an innovation hub, gymnasium, health clinic and multiple retail locations including a restaurant and coffee shop (the "Improvements") to serve the City's public purpose, collectively the Land and Improvements being the "Premises".~~

**SECTION 4. That the special terms and conditions of the Lease include the following:**

- ~~(a) The Lease is for a term of thirty-nine (39) years, beginning November 1, 2021 and ending October 31, 2060, with intent to provide for thirty-nine (39) year operational term following issuance of a certificate of occupancy, with two (2), conditional ten (10) year extension options at the election and approval of the City Council; and~~
- ~~(b) The Land will be leased in its then current "AS IS" condition without warranty, express or implied, and Refuge shall be responsible for undertaking all necessary inspections, investigations renovations, and improvements, including without limitation any environmental issues. Refuge shall pay all costs for such investigations and other inspections conducted, provided however, City shall provide any investigations and inspection reports if available; and~~
- ~~(c) Refuge shall, at its sole cost and expense and without any City funding of any kind, make the necessary improvements, renovations, repairs and modification, including removal of any environmental condition concerns to the Premises, and shall open operations on the Premises as evidenced by issuance of a certificate of occupancy sufficient to serve the City's public purpose. Provided however, if remediation results in an undue financial hardship to Refuge, Refuge shall have the right to terminate the Agreement. City shall have no obligation to undertake or contribute to environmental remediation, but may do so at its election upon City Council approval; and~~
- ~~(d) In lieu of cash rental payments, Refuge shall 1) design, develop, construct, use, operate and maintain the Improvements to carry out the City's public purpose and 2) provide the City space rent free and at no maintenance and operation cost; and~~



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**SECTION 4. (continued)**

- ~~(e) Refuge shall fundraise for the Project and complete initial fundraising for the Project, entailing a minimum \$8 million dollars, no later than June 30, 2023; and~~
- ~~(f) No later than December 31, 2025, Refuge shall present to Director of Economic Development commercially reasonable evidence of all funding reasonably anticipated to be necessary for completion of the Project, with any applications for city incentives to be submitted by Refuge on or before December 31, 2024; and~~
- ~~(g) Refuge shall commence site work no later than October 31, 2022 and complete the Project, including all improvements and other construction elements which may be done in construction phases, no later than December 31, 2026; and~~
- ~~(h) Refuge, or its qualified successor and assigns reasonably approved by the City, shall use the Premises in a manner that serves the City's public purpose and for no other purpose. Specifically, Refuge shall develop, construct, use, maintain and operate the Improvements on the Premises, subject to the limitations of the "No Build Zone" area located within the Premises, to provide youth services, living accommodations, counseling, mental health services, medical services, job training, a coffee shop, restaurant, and other related services, and related services to women and children recovering from abuse and/or sex trafficking and individuals and families experiencing homelessness. Any closure or temporary cessation of operations, to avoid a termination of the lease, shall be (i) coordinated and subject to a schedule approved by the City and (ii) ensure that any actions by Refuge and/or its successor and assigns reasonably approved by the City does not materially alter, amend, or discontinue said public purpose use without the prior written consent of the City which should not be unreasonably withheld; and~~
- ~~(i) Subject to City's prior written consent, Refuge shall have the right to enter into third-party subleases and such subleases shall require third party sublessees to operate a use within the Premises to achieve the City's public purpose; and~~
- ~~(j) As part of the consideration for the lease, Refuge shall solicit partnerships with corporations to provide job training and related services to residents and clients of the Project, with secured commitments presented to the Director by December 31, 2022; and~~
- ~~(k) Refuge shall require workforce partnership corporations prioritize training of Dallas residents, with the goal of assisting program participants in achieving a living wage job, as determined from time to time by the MIT Living Wage Calculator; and~~

**SECTION 4. (continued)**

- ~~(l) Refuge shall submit to the City a performance plan that identifies performance indicators related to the City's public purpose. The performance indicators shall be subject to approval by the Director of the Office of Economic Development and shall be briefed by Refuge to the Economic Development/Housing committees, at Director's request. The performance indicators to be included in the performance plan shall include but not necessarily be limited to, in accord with the City's public purpose, (i) the number of persons served by Refuge programming; (ii) the number of educational, work force training events held annually on the leased premises and at the various facilities located thereon; (iii) Refuge's projected net and gross operating revenues generated by the retail components of the Improvements and projected distribution among programming; (iv) status of capital improvements, if any; (v) contributions to Refuge or other contributions obtained for the benefit of the Project, from non City sources, which means funding obtained from private foundations, for profit corporations, non-profit corporations, federal, state, or local (non-City) governmental entities, or any other source of funding other than the City; (vi) Refuge's progress in meeting the City's Business and Inclusion Development (BID Plan); and (vii) community engagement and outreach policies. During the Term, the performance plan will be updated by Refuge in and from time to time to meet performance objectives or as may be mutually agreed to by the parties, all in accordance with the City's Public Purpose.~~
- ~~(m) At all times during the lease term, Refuge will maintain its status as a non-profit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code 1986, as amended; and~~
- ~~(n) Refuge shall submit to Director annual written status reports and other reports detailing ongoing work and operation of the Project, and summarizing Refuge's performance under the performance plan; and~~
- ~~(o) City shall grant Refuge a non-exclusive easement to install, maintain, repair and replace utilities underground and within the Premises; and~~
- ~~(p) Refuge shall be solely responsible to provide for itself or its contractors a staging area for use by Refuge's contractors for storage of construction supplies and equipment within the Premises; and~~
- ~~(q) Refuge shall comply with the City's Business Inclusion and Development Plan; and~~
- ~~(r) Refuge shall have the right to place and maintain on any building signs or other directional devices, electrical or non-electrical, either parallel to said building or at any angle or on either the front, side or back; and~~



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**SECTION 4. (continued)**

- ~~(s) On or prior to the completion and opening of Refuge's buildings to the public for business, Refuge shall furnish City a certificate of Refuge's architect providing the gross floor area for each level of all buildings and improvements; and~~
- ~~(t) Refuge shall have no right to assign, encumber or convey the lease or sublease the Premises contrary to the public purpose without the prior written consent of City which should not be unreasonably withheld; and~~
- ~~(u) Refuge shall be responsible to pay or to cause the payment of all taxes, if any, on the Premises during the lease term; and~~
- ~~(v) All construction plans and specifications for the construction of the City space portion of Refuge's building must be reviewed and accepted in writing by the Director of Economic Development prior to commencement of any work; and~~
- ~~(w) Refuge shall at all times during the term of the lease, maintain in full force and effect adequate insurance, including without limitation worker's compensation, liability and builder's risk insurance, on the Premises, in such form and amounts as, City shall reasonably require, subject to City's risk management department review and approval. In the event of fire and other casualty loss, Refuge shall promptly repair, restore, and rebuild the Premises to at least its pre-loss condition provided the availability adequate insurance proceeds, subject to a reasonable period to complete negotiation of a loss claim with its insurer and complete all required repairs to restore the Premises. Failure to repair, restore, or rebuild the Premises to a condition deemed suitable by the City to maintain the public purpose shall constitute a lease default and may cause a termination of the Lease; and~~
- ~~(x) The Lease shall be subject to use restrictions ("Use Restriction") limiting the use of the Premises to the construction, use, maintenance, and operation of the Improvements as set forth in accordance with the terms described in subparagraphs (h) and (i) above; and~~
- ~~(y) During the term of the Lease, the Lease shall be subject to the City's right of termination and a right of reentry in favor of the City enforcing the Use Restrictions as further detailed in the Lease; and~~

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**SECTION 4.** (continued)

- ~~(z) The Lease will be subject to any and all covenants, conditions, reservation, restrictions, exceptions, easements, rights of way, mineral interest, mineral leases, or other instruments of record in the official real property records for the county where the Premises are located effective as to the Premises, or any part thereof, and any and all visible and apparent easements and encroachments, whether of record or not impacting the Premises; and~~
- ~~(aa) The Lease will be subject to a reservation by the City of floodway, flood control, drainage or levee easements as reasonably deemed necessary, appropriate or convenient by the City; and~~
- ~~(bb) The Lease shall be subject to City's construction requirements and require Refuge provide performance and payment bonds; and~~
- ~~(cc) The Lease will be subject to such other terms, conditions waivers and disclaimers as the City deems necessary, convenient or appropriate to serve the City's public purpose in compliance with Texas Local Government Code Section 253.011.~~

**SECTION 5.** ~~Without limiting any of the foregoing, the Lease shall be subject to the following rights in favor of the City:~~

- ~~(a) City shall have a right to elect to operate a City services office within the Premises, in the space allocated for the City's use by agreement of the parties. Provided City notifies Refuge of City's election to operate an office, Refuge shall coordinate and work with the City's Director of Economic Development or his or her designee in its design and construction planning to include up to 2,000 square feet of leasable space for City's exclusive operations to serve the City's public purpose (previously defined as "City space"). City's use shall be limited to serve the public purpose in a complementary manner (i.e. public safety and homelessness solutions) and shall not be used for general administrative office space by unrelated City departments. Refuge, or its assignee, shall be City's Sublandlord and shall build the City's space, as planned, coordinated and agreed to by the parties, at Refuge's sole cost and expense. Refuge, or its assignee, shall comply with applicable federal, state, and local laws, ordinances and regulations, including but not limited to applicable building codes, Dallas City Code and the American with Disabilities Act. Refuge shall be solely responsible for obtaining and maintaining necessary permits, licenses, consents, etc. for construction and operations at the Premises.~~
- ~~(b) Additional sublease terms shall include the following:~~



**SECTION 5. (continued)**

- ~~i. The City space leasehold improvements shall be performed in a good and workmanlike and in compliance with applicable Building and Fire Codes, including but not limited to the American with Disabilities Act, and shall be to the reasonable satisfaction of the City's Chief of Police, or her/his designee. Notwithstanding anything herein to the contrary, City reserves the right to terminate its sublease of City space by notice to Sublandlord, and City shall not be liable to Sublandlord for any costs associated with the leasehold improvements. City shall provide three (3) months advance notice to Sublandlord of City's election to terminate the sublease. In such event, Sublandlord shall thereafter be responsible for ground rent due under the ground lease between Sublandlord and City, provided however such ground rent shall abate during any period that the City space remains untenanted by Sublandlord.~~
- ~~ii. Sublandlord shall pay all charges and initial connection charges for electric, water, sewer, and gas to City space.~~
- ~~iii. Sublandlord shall pay all charges for sanitation and janitorial services to City space, including providing adequate trash facilities.~~
- ~~iv. Sublandlord shall be responsible for improvements, repairs and maintenance to City space, at no cost to City.~~
- ~~v. Sublandlord shall be responsible for the installation, maintenance and expense of any outdoor signage for the benefit of City space.~~
- ~~vi. Sublandlord shall provide City with as built plans and a Certificate of Occupancy for the City space.~~
- ~~vii. Sublandlord shall be responsible to pay all taxes on City space.~~
- ~~viii. Sublandlord shall provide City with reserved parking spaces, number to mutually agreed to upon completion of Improvements.~~
- ~~ix. Sublandlord agrees at its cost to repair and maintain all equipment and systems, including, but not limited to, all electrical, mechanical and plumbing systems, including heating and air conditioning equipment, (elevator), front and rear doors, light fixtures and bulb replacements, plumbing and floor drains, exhaust fans, windows, interior walls, ceiling and floors in, constituting a part of and/or servicing City space and further agrees that it shall be in good working order and condition upon delivery of the City space to City.~~



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**SECTION 5.** ~~(continued)~~

- ~~x. Sublandlord, at its cost and expense, shall maintain in good repair the roof, foundation, exterior walls, exterior lighting, termites and pest extermination, parking areas and all public and common areas of and/or serving the City space during the Lease Term.~~
  - ~~xi. Sublandlord also at its cost and expense shall maintain in good repair the roof, foundation, exterior walls, exterior lighting, termites and pest extermination, parking areas and all public and common areas of and/or serving the Premises during the Lease Term.~~
  - ~~xii. Sublandlord shall, at Sublandlord's expense, repaint and/or touch-up paint interior walls as needed through out City space, on or before (3 years from City's opening of City space), during the 3rd year of this lease.~~
  - ~~xiii. City agrees to give Sublandlord notice of defects and any need for repairs to the City space and to provide Sublandlord with a reasonable opportunity to make such repairs.~~
  - ~~xiv. City shall take good care of City space and permit no waste; and City shall not make leasehold improvements to City space without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld. All leasehold improvements to be made by City, shall be made in good and workmanlike manner. City shall be responsible to repair all damages to the City space caused by its gross negligence.~~
- ~~(c) Such other terms and conditions as the parties agree are necessary, convenient or appropriate to serve the City's public purpose in compliance with Texas Local Government Code Section 253.011.~~

**SECTION 6.** ~~That this resolution is designated for City purposes as Contract No. DWU 2022 00017815.~~

**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.~~

~~APPROVED AS TO FORM:~~

~~Christopher J. Case, City Attorney~~

BY: 

~~Assistant City Attorney~~