## 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 Esperanza Community Center at Dobie Local Government Corporation, Inc., or its successor and assigns, as landlord, hereinafter referred to as "Landlord", for approximately 5,571 square feet of clinic and office space located at 14040 Rolling Hills Lane, City of Dallas, Dallas County, Texas (the "Premises") to be used by the Women, Infants and Children ("WIC") Program Services for the Office of Community Care and Empowerment.

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

- (a) The lease is for a term of five (5) years, beginning December 1, 2025 and ending November 30, 2030.
- (b) Monthly rental payments during the term shall be as follows: (subject to annual appropriations):

December 1, 2025 – November 30, 2030 \$6,499.50 per month

The monthly rental payments shall begin upon the latter of (i) December 1, 2025, 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) Use of community meeting spaces outside of the Lease Premises shall be by reservation basis and use provided to Lessee as part of the Rental Rate.
- (d) City shall be responsible for the installation, maintenance and expense of its telephone and communication systems it may elect to obtain to the Premises.
- (e) Landlord shall, at its sole cost and expense, pay all charges for all water, sewer, gas, sanitation, pest control and treatments, repairs and maintenance, and janitorial services to the Premises and property security, repair and maintenance of common areas, including without limitation parking areas.
- (f) Landlord shall, at its sole cost and expense, provide for the installation, maintenance and expense of the outdoor signage.
- (g) Landlord shall, at its sole cost and expense, provide adequate dumpster facilities for City's trash removal requirements.

- (h) Landlord shall be responsible for security systems onsite, to include, but not limited to security officers, to ensure the safety of City of Dallas staff and clients of the clinic.
- (i) Landlord shall allow City use of a minimum of ten (10) designated and marked "Pregnant and Expected Mother" parking spaces in the circular drive parking area nearest the closest exterior entrance to the WIC facility and fifteen (15) designated employee parking spaces in the main parking area and Landlord, at its sole cost and expense, maintain the parking and equipment.
- (j) 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.
- (k) 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.
- (I) City shall have three (3) two (2) year options to renew the lease at the same terms, covenants, and conditions.

**SECTION 3.** That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Esperanza Community Center at Dobie Local Government Corporation, Inc, or its successors and assigns on the first day of each month in advance during the lease term beginning December 1, 2025 in the amount specified below:

December 1, 2025 – November 30, 2030: \$6,499.50 per month (subject to annual appropriations)

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

December 1, 2025 – September 30, 2026: Fund WIC Program – Women, Infants, and Children Grant Fund, Fund F721, Department MGT, Unit 680J, Object 3330, Encumbrance/Contract No. WIC-2025- 00027910, Commodity 97145, Vendor VC0000034626, Amount \$389,970.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective communications and telephone 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:

TAMMY L. PALOMINO, City Attorney

BY: Molly P. Ward Assistant City Attorney