

September 28, 2022

WHEREAS, the City of Dallas owns certain land and improvements situated in City Block 11/1364, 13/1367, 14/1369 and 10/1366 commonly known as 2922 Martin Luther King King, Jr. Boulevard in the City of Dallas, County of Dallas, Texas (the “property”); and

WHEREAS, ChildCare Group, Texas, a Texas non-profit corporation, desires to enter into a Lease Agreement, as Lessee, with the City of Dallas, to lease approximately 13,607 square feet of office space in Building D portion of the property (the “Leased Premises”), in order to operate a childcare center with support and socialization skill development activities for low income families; and

WHEREAS, the City desires to enter into a lease agreement with the Lessee to provide for and facilitate a childcare center with support and socialization skill development activities for low income families,

Now, Therefore,

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 execute a lease agreement (the “Lease”) between ChildCare Group, a Texas non-profit corporation, or its successor and assigns, as lessee hereinafter referred to as “ChildCare Group”, and the City of Dallas, as lessor, hereinafter referred to as “City”, for approximately 13,607 square feet of office space located at 2922 Martin Luther King, Jr. Boulevard, Building D, Dallas, Dallas County, Texas (“Premises”) to be used as a childcare center for low income families.

SECTION 2. That the special terms and conditions of the lease shall include the following:

(a) The lease is for a term of five (5) years, beginning October 1, 2022 and ending September 30, 2027, with two (2), five (5) year renewal options upon mutual agreement of the parties, including Dallas City Council approval. Lessee shall provide notice of its intent to extend the less no later than one-hundred twenty (120) days prior to the expiration of the Lease. The option period rental rates shall be mutually negotiated by the parties.

(b) Monthly rental payments during the term shall be as follows:

October 1, 2022 through September 30, 2027	\$4,000.00 per month
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(c) The City of Dallas reserves full ingress and egress rights for property management purposes, including but not limited to conducting inspections of the Premises to assure ChildCare Group’s compliance with the terms of the lease.

SECTION 2. (continued)

- (d) The City reserves and has the absolute right to terminate the lease upon ninety (90) days written notice, for and at City's convenience, with or without cause. Upon termination or cancellation of the lease, ChildCare Group shall remove its improvements and personal property, vacate and surrender possession of the Leased Premises, and return the Premises in a broom clean condition to the satisfaction of the Director of the Office of Community Care or designee.
- (e) The Premises are to be used by ChildCare Group to operate a childcare center with support and child socialization skill development activities for low income families.
- (f) ChildCare Group shall be responsible for and pay for all operating costs, including any authorized or unauthorized expenses, operational or otherwise, that may be incurred by ChildCare Group or third parties during the term of this lease.
- (g) ChildCare Group shall pay all charges for the installation, maintenance and expense of its telephone and communication services to the Premises.
- (h) ChildCare Group shall receive and accept the Premises in its "As Is" condition with all faults and expressly waives all express and implied warranties including commercial habitability, fitness, and suitability for purpose.
- (i) ChildCare Group shall be responsible for all improvements, repairs and maintenance to the Premises, at no cost to City. ChildCare Group shall, prior to commencement of any construction work, be responsible to submit all plans and specifications for any leasehold improvements to the Director of Office of Community Care and Director of Public Works for review and approval. All leasehold improvement work shall be performed in a good and workmanlike manner and in compliance with applicable building codes and regulations and laws, including Texas Accessibility Standards and American with Disabilities Act. ChildCare Group shall provide City with a certificate of occupancy for all improvements comprising part of the Premises.
- (j) Upon termination or expiration of the lease, ChildCare Group, at its expense, shall remove any improvements and restore the Premises to its previous condition.
- (k) ChildCare Group shall be responsible for the installation, maintenance and expense of any signage.
- (l) ChildCare Group shall pay all taxes levied or assessed against the Premises during the lease term.

SECTION 2. (continued)

- (m) ChildCare Group shall be permitted to use the common area, halls, restroom and conference/interview/meeting rooms adjacent to Premises.
- (n) City shall provide five (5) parking spaces.
- (o) ChildCare Group is required to attend a mandatory inter-agency meeting the second (2nd) Tuesday of every month.
- (p) ChildCare Group shall obtain, at its expense and as its responsibility, all necessary permits and licenses to use and operate as required under the lease and shall otherwise be responsible for and required to comply with all applicable laws, regulations and ordinances applicable to the Premises, any leasehold improvements, and ChildCare Group's use of the Premises, including ensuring that its operations and improvements do not result in non-compliance with any local, state or federal law or suspension of a certificate of occupancy.
- (q) ChildCare Group shall have no right to assign, encumber, or convey the lease, or sublet the Premises or any part thereof without the prior written consent of the City.
- (r) City shall pay all charges for utility services including but not limited to all charges for gas, water and electricity serving the Premises.
- (s) City shall pay all charges for sanitation services.
- (t) City shall pay for the replacement of fluorescent lamps, incandescent bulbs and other light fixtures installed by City in Premises, restroom areas, stairwells and other common areas of Building D.
- (u) City shall furnish landscaping and ground maintenance for the Premises of Building D.
- (v) City shall be responsible for all building foundational structure related aspects of the Premises from the ground up.
- (w) City shall pay all charges for security services during the hours of 7:00 a.m. to 9:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays.
- (x) ChildCare Group shall obtain and maintain in full force and effect insurance on the Premises, including without limitation worker's compensation, liability and builders risk insurance, in such form and amounts as City shall require.
- (y) ChildCare Group shall maintain 501(c)(3) status.

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SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in General Fund, Fund 0001, Department MGT, Unit 4301, Revenue Code 8410, Encumbrance/Contract No._OCC-2020-00012896.

SECTION 4. 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: Milton Henderson
Assistant City Attorney