

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 Johnston Equity, LLC, a Texas limited liability company, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", and the City of Dallas, as tenant, hereinafter referred to as "City" for approximately 10,100 square feet of office space located in a one-story office building at 2233 Valdina Street, Suites 105-107, Dallas, Dallas County, Texas ("Premises") to be used by the Housing/Community Services' Women, Infants and Children Program (WIC).

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

- a) The lease is for a term of seven (7) years beginning September 1, 2015 and ending August 31, 2022.
- b) Monthly rental payments during the term shall be as follows (subject to annual appropriations):

September 1, 2015 through August 31, 2016	\$5,891.67 per month
September 1, 2016 through August 31, 2018	\$6,733.33 per month
September 1, 2018 through August 31, 2020	\$7,575.00 per month
September 1, 2020 through August 31, 2022	\$8,416.67 per month

The rental payments shall begin upon the latter of (i) September 1, 2015, 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) The Landlord agrees to provide the City with a Certificate of Occupancy.
- d) The Landlord shall pay all real estate taxes on the Premises during the lease term.
- e) The Landlord shall pay all charges for sanitation to the premises during the lease term.
- f) The City shall be responsible for the installation, maintenance and expense for telephone, communication and security services to the Premises.
- g) The City shall pay all charges for utilities and janitorial services to the Premises during the lease term.

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

- h) The Landlord shall provide the City with an asbestos survey at Landlord's expense.
- i) The Landlord shall maintain the roof, foundation, exterior walls, exterior lighting, termites and pest extermination, parking areas and all public and commons areas constituting a part of and/or serving the Premises during the lease term.
- j) The Landlord shall 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, light fixtures and bulb replacements, plumbing and floor drains, exhaust fans, windows, interior walls, ceiling and floors in or constituting part of and/or serving the Premises.
- k) The Landlord shall provide certain improvements and repairs (leasehold improvements) to the leased Premises as specified in the lease agreement.
- l) The Landlord shall provide adequate dumpster facilities for City's trash.
- m) 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 is hereby authorized to draw warrants payable to Johnston Equity, LLC or its successors and assigns on the first day of each month in advance during the lease term beginning September 1, 2015 in the amounts specified below:

September 1, 2015 – August 31, 2016 (subject to annual appropriations)	\$5,891.67 per month
September 1, 2016 – August 31, 2018 (subject to annual appropriations)	\$6,733.33 per month
September 1, 2018 – August 31, 2020 (subject to annual appropriations)	\$7,575.00 per month
September 1, 2020 – August 31, 2022 (Subject to annual appropriations)	\$8,416.67 per month

SECTION 4. That payments will be charged as follows:

September 1, 2015 – September 30, 2015: Fund F433, Dept. HOU, Unit 1584, Object Code 3330, Encumbrance No. HOULEASEKWC, Commodity Code 97145, Vendor No. VC14524.

October 1, 2015 – September 30, 2016: Fund F470, Dept. HOU Unit 1791, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. VC14524.

October 1, 2016– August 31, 2022: Fund TBD, Dept. HOU Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. VC14524.

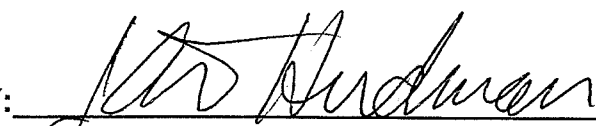
SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, utility and janitorial and security companies upon receipt of a bill for services or other applicable charges throughout the term of the lease.

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

Warren M. S. Ernst, City Attorney

BY: _____


Assistant City Attorney

APPROVED BY
CITY COUNCIL

AUG 26 2015


City Secretary