February 28, 2024

WHEREAS, the City of Dallas ("City") recognizes the importance of its role in local economic development and the public purposes of fostering economic growth and prioritizing investment and economic progress for underserved areas with local job creation and equitable business and real estate development projects; and

WHEREAS, investment decisions made by business owners, developers, and property owners are often significantly influenced by a municipality's ability to provide economic development incentives; and

WHEREAS, it is in the interest of the City to support and secure the development, establishment, expansion, and relocation of businesses within the City for the economic vitality and employment opportunities that these businesses bring for Dallas residents; and

WHEREAS, the City established Tax Increment Financing Reinvestment Zone Number Seventeen ("TOD TIF District" or "District) and established a Board of Directors ("Board") for the District to promote development or redevelopment of transit-oriented development (TOD) pursuant to Ordinance No. 27432, as amended, authorized by the City Council on December 10, 2008, as authorized by the TIF Act, Section 311 of the Texas Tax Code, as amended ("TIF Act"); and

WHEREAS, on April 14, 2010, City Council authorized the Project Plan and Reinvestment Zone Financing Plan ("Plan") for the TOD TIF District by Resolution No. 10-0915; and Ordinance No. 27854, as amended; and

WHEREAS, on May 26, 2022, the City issued City Solicitation BVZ22-00019439, a Request for Proposals (RFP) for commercial development of approximately 1.5 acres of vacant City-owned property addressed as 3011-3039 South Lancaster Road generally located at the northwest corner of South Lancaster Road and East Corning Avenue ("Property"); and

WHEREAS, on October 26, 2022, pursuant to City Solicitation BVZ22-00019439, City Council authorized the selection of UCR Development Services LLC and/or its affiliates ("Developer"), proposer of the most advantageous proposal of three, by Resolution No. 22-1638; and

WHEREAS, also on October 26, 2022, City Council authorized execution of a right-of-entry agreement and negotiation of a development agreement with the Developer, incorporating the selected conceptual proposal and including the sale of the Property for a price no less than fair market value by Resolution No. 22-1639; and

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WHEREAS, on January 23, 2024, the TOD TIF District Board reviewed the Lancaster-Corning Retail Development project ("Project") proposed for the Property and unanimously recommended City Council authorization of a development agreement with the Developer in an amount not to exceed $1,778,000.00; and

WHEREAS, the Economic Development Committee of City Council was briefed regarding this Project on February 5, 2024; and

WHEREAS, the City finds that the Project will not be undertaken within the city without an offer of economic development incentives from the City; and

WHEREAS, the City finds that the Project will significantly advance the public purpose of economic development within the city; and

WHEREAS, to further implement the TOD TIF District Project Plan and Reinvestment Zone Financing Plan, the City desires to enter into a development agreement with UCR Development Services LLC and/or its affiliates in an amount not to exceed $1,778,000.00 ("TIF Subsidy") payable from current and future TOD TIF District funds, in consideration of the Project on property currently addressed as 3011 – 3039 South Lancaster Road ("Property"); and

WHEREAS, the expenditure of TOD TIF District funds supporting this Project is consistent with promoting development and redevelopment of the TOD TIF District in accordance with the purposes for its creation, the ordinance adopted by the City Council approving the TOD TIF District Plan, as amended, and is for the purpose of making public investment expenditures consistent with and described in the TOD TIF District Plan; and

WHEREAS, improvements in the TOD TIF District will enhance the value of all the taxable real property in the TOD TIF District and will be of general benefit to the City.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a tax increment financing ("TIF") development agreement and all other necessary documents in an amount not to exceed $1,778,000.00 ("TIF Subsidy"), as shown in **Exhibit A,** payable from current and future TOD TIF District funds, with UCR Development Services LLC and/or its affiliates, in consideration of the Lancaster-Corning Retail Development project ("Project") on property currently addressed as 3011 – 3039 South Lancaster Road in the TOD TIF District ("Property") in Tax Increment Financing Reinvestment Zone Number Seventeen ("TOD TIF District"), approved as to form by the City Attorney.

SECTION 2. That the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

SECTION 3. That, upon Project completion and Developer's compliance with all terms and conditions in a development agreement executed pursuant to this resolution, the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $1,778,000.00 (subject to annual appropriations from tax increments) to UCR Development Services LLC and/or its affiliates from the TOD TIF District Fund, as follows:

TOD TIF District Fund Fund 0062, Department ECO, Unit X072, Object 4599 Activity TODD, Program TODTIF0006, Vendor VC27261 Encumbrance/Contract No. CX-ECO-2024-00024044	$ 337,987.00
Fund 0062, Department ECO, Unit X072, Object 3016 Activity TODD, Program TODTIF0006, Vendor VC27261 Encumbrance/Contract No. CX-ECO-2024-00024044	$1,440,013.00
Total amount not to exceed	$1,778,000.00

SECTION 4. That the Developer shall design, fund and/or construct the Project and any related public infrastructure improvements on and adjacent to the Property in the TOD TIF District as described in Section 6 and in substantial conformance with **Exhibit C1, C2, and C3**.

SECTION 5. That nothing in this resolution shall be construed to require the City to approve payment of the TIF Subsidy from any source of City funds other than the TOD TIF District Fund and/or tax increment bonds. Any funds expended under the development agreement that remain unpaid upon termination of the TOD TIF District, due to lack or unavailability of TOD TIF District funds, shall no longer be considered project costs of the TOD TIF District or the City, and the obligation of the TOD TIF District to pay any remaining amount of the TIF Subsidy to Developer shall automatically expire.

SECTION 6. That in addition to the conditions set out in the sections above, the development agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

A. Minimum Investment. Developer shall incur (or cause to be incurred) and provide documentation evidencing a minimum of $4,000,000.00 in Investment Expenditures (see **Exhibit B**) for construction of the Project, including the sum of all costs for site acquisition, environmental remediation, demolition, off-site infrastructure, sitework, building construction/finish-out, and professional fees (e.g., architecture, engineering, landscape architecture, interior design, surveying, environmental remediation). Construction management costs may be considered an Investment Expenditure if services are directly related to ensuring the quality of the construction of the Project and are performed by an independent and unaffiliated third-party. Construction management costs must be evidenced by invoices with detailed

SECTION 6. (continued)

descriptions of services performed. Developer fees, legal fees, marketing fees, financing fees, leasing commissions, carrying costs, reserves, operating deficits through stabilization and other similar costs shall not be considered an Investment Expenditure. With the exception of professional fees, environmental assessments, and other eligible due diligence costs, no expenditures made prior to City Council approval of this resolution shall count towards the required Minimum Investment.

B. Minimum Project Requirements. At a minimum, the Project shall include Developer's acquisition of the Property and development of a minimum of 11,000 gross square feet of retail/restaurant space, including all site improvements, public infrastructure improvements, and streetscape improvements required for the minimum 11,000 gross square feet of retail/restaurant space to obtain certificate(s) of occupancy, letter(s) of acceptance, certificate(s) of completion, and/or similar documentation from the City. The Developer has the option to deliver the minimum 11,000 gross square feet in either a two-building or a three-building configuration.

C. Property Acquisition and Right-of-Reverter. Developer shall close on the acquisition of the Property at the "as is" fair market value by June 30, 2024. Pursuant to City Council Resolution No. No. 22-1639, a Deed Without Warranty shall be executed and shall provide that the conveyance to the Developer is subject to the terms of the development agreement, including a right-of-reverter in favor of the City in the event the Developer fails to develop the Property as required by this resolution. Upon transfer of ownership of the Property from the City to the Developer, Developer shall maintain the vacant Property in compliance with all applicable City, state, and federal regulations, including maintaining the Property free of high weeds. No liens shall exist on the Property, except for liens specifically related to the development of the Project.

D. Building Permit Deadline. Developer shall replat (if necessary to obtain a building permit) the Property pursuant to all City and state regulations and obtain a building permit for the Project (including all buildings) by **December 31, 2025**. A grading permit does not constitute meeting this requirement.

E. Completion Deadline. Construction of the Project, including associated public improvements/streetscape improvements, shall be complete, and all portions of the building(s) shall be occupiable by **December 31, 2027**, as evidenced by certificate(s) of occupancy, letter(s) of acceptance, certificate(s) of completion, and/or similar documentation from the City.

F. Public Access to Infrastructure not owned by City. Prior to completion of the Project and at no cost to City, Developer shall provide reasonable public access easements, deed restrictions, or other instruments reasonably acceptable to the Director if any street and utility infrastructure improvements associated with the Project remain in non-City ownership but require public access.

SECTION 6. (continued)

G. Property Management. The proposed property management group for the Project shall be submitted at least three (3) months prior to Project completion for review by the Director of the Office of Economic Development to consider acceptance based on the management entity's comparable experience managing other comparable properties, such approval not being unreasonably withheld.

H. Operating and Maintenance Agreement. If applicable, and prior to Project completion, Developer shall execute an Operating and Maintenance Agreement for any Non-Standard Public Improvements (defined below) associated with the Project (the "Operating and Maintenance Agreement"), and if necessary, obtain a license from City for the purpose of maintaining any improvements in the public right-of-way. "Non- Standard Public Improvements" shall be defined as those public infrastructure improvements which exceed the City's standard design requirements, as determined by the City, including specially designed street/pedestrian lighting, brick pavers, bollards, sidewalks, public art, fountains, landscaping and irrigation. If Developer fails to maintain such public improvements after notice from City, City may, at its sole option, perform such maintenance and invoice Developer for the costs, which costs Developer shall pay within thirty (30) days of notice. Developer shall submit documentation evidencing that an executed Notice of Operating and Maintenance Agreement specifying the existence of an executed Operating and Maintenance Agreement for the Non-Standard Public Improvements was recorded with the Dallas County Clerk's Office. The term for the Operating and Maintenance Agreement shall be twenty (20) years. The terms and conditions of the Operating and Maintenance Agreement are binding upon the successors and assigns of all parties hereto and may be assignable, subject to Director approval (not to be unreasonably withheld, conditioned, or delayed), in whole or in part, to a new owner of all or a portion of the Project.

I. Business Inclusion. Developer shall make a good faith effort to comply with the City's Business Inclusion and Development ("BID") goal of 40% participation by certified Minority/Women-owned Business Enterprises ("M/WBE") for all hard construction expenditures (i.e. public and private improvements) on the Project and meet all reporting requirements.

J. Quarterly Reporting. Until all buildings in the Project have passed final building inspection and all required paperwork documenting Project completion has been submitted to the Office of Economic Development, Developer shall submit to the Office of Economic Development quarterly status reports for ongoing work on the Project (including any public improvements). Such status reports shall be due within 30 calendar days following the end of each calendar quarter after the City Council approval date.

SECTION 6. (continued)

K. Design. The City's Urban Design Peer Review Panel ("UDPRP") is an independent group of professional designers selected by the City Manager with expertise in architecture, landscape architecture, engineering, and urban planning. Review by the UDPRP is required for all projects seeking TIF subsidies.

Following a review of the Project's preliminary conceptual drawings and renderings **(Exhibit C2 and C3)** on August 25, 2023, the UDPRP provided advice (see **Exhibit C1**). On December 5, 2023, Developer submitted a written response to the City's Planning and Urban Design Department ("PUD") staff. Prior to the City's execution of a development agreement with the Developer, the Developer shall submit revised conceptual drawings and renderings to PUD staff for final review. The revised conceptual drawings and renderings shall be attached as exhibits to the development agreement.

Prior to the submittal of construction plans to the City's Development Services Department as part of a building permit application, Developer shall submit a set of the construction plans to PUD staff for a final staff review to ensure that the Project will be constructed in substantial conformance with the revised conceptual drawings and renderings accepted by PUD. PUD staff shall complete the final staff review within ten (10) business days of submission by Developer.

L. Local Hiring. For all permanent employment opportunities created by operation of the Project, Developer shall submit to the City a written plan describing (1) how Developer or its property management group shall use and document commercially reasonable efforts to recruit and hire residents of the city of Dallas and (2) how Developer or its property management group shall cause all tenants of all buildings in the Project to use and document commercially reasonable efforts to recruit and hire residents of the city of Dallas. At a minimum, the written plan shall describe how Developer, its property management group, and/or tenants will target local recruitment through local advertisement, community outreach, local engagement, participation in local job fairs, and/or coordination with local hiring sources. The plan shall be subject to approval by the Director of the Office of Economic Development ("Director") to ensure that employment opportunities are targeted to Dallas residents and that commercially reasonable efforts are made to promote the hiring of neighborhood residents for any new permanent jobs created. No portion of the TIF Subsidy shall be disbursed to Developer until the Director approves the local hiring plan. Within 30 calendar days of Director's receipt of the local hiring plan, the Director shall either approve the local hiring plan or give written notification to the Developer of the Director's disapproval, specifying the reasons for such disapproval. Compliance with the local hiring plan shall be a material requirement of the TIF Subsidy.

SECTION 6. (continued)

M. Modifications. If the Developer desires to make modifications to the Project which will prevent the Developer from substantially complying with the design requirements in Section 6.K, then the Developer shall request the Director's approval for such design modifications prior to making them. In his or her sole discretion, the Director may refer any proposed design modifications to the TOD TIF District Board and/or UDPRP if the proposed design modifications materially affect the Project. Notwithstanding any provision of this resolution to the contrary, the Director shall approve any modifications to the Project necessitated by requirements imposed by applicable law or regulations administered by the City, including, but not limited to, those required for compliance with development regulations administered by the City. In addition, the Director may, after approval and recommendation of the TOD TIF District Board, authorize an extension of the Project deadlines up to twelve (12) months.

N. Minimum Lease. Prior to or contemporaneously with the City's execution of a development agreement, the Developer shall execute a minimum 10-year lease to secure Frost Bank as an anchor tenant.

O. Minimum Occupancy. Prior to the City's disbursement of any portion of the TIF Subsidy, the Developer shall provide evidence of the following:
    - Frost Bank is open to the public and has commenced daily operations
    - A minimum of 51% of the remaining rentable building area not leased and occupied by Frost Bank is leased and occupied by tenants

P. Specific Uses Not Allowed. During the term of the development agreement, the following uses are not allowed on the Property:
    - pawn shop
    - sexually oriented business
    - payday lender
    - indoor commercial amusement/recreation
    - auto service center
    - car wash
    - alcoholic beverage establishment
    - motor vehicle fueling station
    - liquor store

Q. Force Majeure. Notwithstanding Section 6.M or any other provision of this resolution to the contrary, in the event the Director determines (which determination shall not be unreasonably withheld, conditioned, or delayed) the Project has been delayed as a result of Force Majeure, after being provided written notice by Developer,

SECTION 6. (continued)

Developer shall have additional time to complete the Project, as may be required in the event of Force Majeure, defined herein, so long as Developer is diligently and faithfully pursuing completion of the Project, as determined by the Director (which determination shall not be unreasonably withheld, conditioned, or delayed). Extension of Project deadlines as a result of Force Majeure shall not require City Council approval. "Force majeure" shall mean any contingency or cause beyond the reasonable control of Developer, as reasonably determined by the Director (which determination shall not be unreasonably withheld, conditioned, or delayed) including, without limitation, acts of nature or the public enemy, war, riot, civil commotion, insurrection, state, federal or municipal government, or de facto governmental action (unless caused by acts or omissions of Developer), fires, explosions, floods, pandemics, epidemics, or viral outbreaks, shortages in labor or materials, delays in or damages caused by delivery of materials, and strikes. In the event of Force Majeure, Developer shall be excused from doing or performing the same during such period of delay, so that the completion dates applicable to such performance, or to the construction requirement shall be extended for a period equal to the period of time Developer was delayed, subject to Director's approval (which approval shall not be unreasonably withheld, conditioned, or delayed).

R. Post-Construction Audit and Possible Reduction in TIF Subsidy. Following completion of the Project and being placed in service, the City shall conduct a post-construction audit to review detailed information evidencing the Developer's actual costs incurred to deliver the Project. For every $100,000.00 in actual costs incurred below the estimated total cost of $5,548,755.00, the City shall reduce the TIF Subsidy (in the Grant category) by $30,000.00. The City agrees to complete such audit within three (3) months of City's receipt of all necessary supporting documentation from Developer.

SECTION 7. That payment of the TIF Subsidy is subject to the availability of tax increment. If the appraised value of the property in the TOD TIF District remains constant or decreases in value from the base year value, the TIF Subsidy for that year may be reduced or unpaid due to the lack of available increment. The TIF Subsidy shall be paid solely from the TOD TIF District Fund, if and when tax increments are received and available for such purpose, during the life of the TOD TIF District (including collection of the 2038 tax year increments in calendar year 2039), subject to the limitations on repayment of the TIF Subsidy provided in the development agreement.

SECTION 8. That, assuming all other conditions for payment have been met, the City shall administer the payment of the TIF Subsidy for the Project annually, pursuant to the TOD TIF District Increment Allocation Policy attached hereto as **Exhibit D**.

SECTION 9. That until completion of the Project, an assignment of the Developer's duties and obligations under the development agreement shall only be allowed to a direct affiliate of Developer with the prior written approval of the Director, not to be unreasonably withheld, conditioned, or delayed.

After completion of the Project, Developer may assign its rights or obligations under the development agreement to any entity, provided the assignee expressly assumes all of the obligations of the Developer under the development agreement for the balance of the term of such development agreement.

Any receivables due under the development agreement may be assigned by Developer or assignee upon providing the Director with written notice within thirty (30) calendar days of such assignment. Developer and assignee have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, interest under the development agreement for the benefit of their respective lenders without the consent of, but with written notice to, the Director. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate the lender to perform any obligations or incur any liability under the development agreement unless the lender agrees in writing to perform such obligations or incur such liability.

SECTION 10. 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.