

+September 14, 2022

WHEREAS, the City of Dallas (the “City”) recognizes the importance of its role in local economic development; and

WHEREAS, it is in the best interest of the City to support and secure the retention and expansion of business operations with the City for the economic vitality and employment opportunities that these businesses bring for Dallas residents; and

WHEREAS, the proposed project will not occur within the city of Dallas without an offer of economic development incentives from the City of Dallas; and

WHEREAS, pursuant to Resolution No. 22-0901, approved by the City Council on June 8, 2022, the City: (1) authorized the continuation of its Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to support the creation of jobs and wishes to support the selection of Dallas as Revantage Corporate Services, LLC or an affiliate thereof (“Revantage”) planned new corporate office, in accordance with the City’s Public/Private Partnership Program; and

WHEREAS, the City desires to enter into a Chapter 380 Economic Development Grant Agreement with Revantage to promote economic development, stimulate private sector investment, encourage job creation, and grow the tax base in the City of Dallas.

Now, Therefore,

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

SECTION 1. That the findings of facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

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SECTION 2. That the City Council authorizes a Chapter 380 Economic Development Grant Agreement (the “Agreement”), approved as to form by the City Attorney, in an amount not to exceed \$1,000,000.00 for job retention or creation by Revantage, in accordance with the City’s Public/Private Partnership Program, in connection with Revantage’s new corporate office (“Dallas Corporate Office”) located at one of the following locations:

- 300 South Pearl Street
- 2550 Pacific Avenue
- 2601 Victory Avenue
- 2699 Howell Street
- 2828 Routh Street
- 2323 Cedar Springs Road

SECTION 3. That a Chapter 380 economic development grant in an amount not to exceed \$1,000,000.00 to Revantage (“Job Grant”), is hereby expressly made subject to the following terms, conditions and obligations (“grant requirements”), which Revantage must timely and satisfactory perform or cause to occur:

- A. To qualify for the base grant of \$480,000 (“Base Grant”), Revantage shall document relocation and/or creation of a minimum of 160 grant-eligible jobs (“Initial Job Requirement”) in Dallas at the Dallas Corporate Office by December 31, 2026. After this date, Revantage must retain a minimum of 160 jobs (“Initial Job Retention Requirement”) until December 31, 2032 (“Compliance Period”).
- B. To qualify for an additional \$270,000 incentive payment, with the total incentive not to exceed \$750,000 (“Tier 1 Grant”), Revantage shall create an additional 90 grant-eligible jobs (250 total jobs) in Dallas at the Dallas Corporate Office by December 31, 2026 (“Tier 1 Job Requirement”) and retain such additional jobs throughout the Compliance Period (“Tier 1 Retention Requirement”).
- C. To qualify for an additional \$250,000 incentive payment, with the total incentive not to exceed \$1,000,000 (“Tier 2 Grant”), Revantage shall create 84 additional grant-eligible jobs (334 total jobs) in Dallas at the Dallas Corporate Office by December 31, 2026 (“Tier 2 Job Requirement”) and retain such additional jobs throughout the Compliance Period (“Tier 2 Retention Requirement”).

SECTION 3. (continued)

- D. Any job relocated and/or created at the Dallas Corporate Office by December 31, 2026 must meet the requirements set forth in Sections 3.E through 3.H to be grant-eligible. If Revantage meets the Tier 1 Job

Requirement but fails to retain such additional jobs, Revantage will remain eligible for the Base Grant, provided it meets the conditions for the Base Grant. If Revantage meets the Tier 2 Job Requirement but fails to retain such additional jobs, Revantage will remain eligible for the Tier 1 or Base Grant, provided it met the conditions for the respective grants.

- E. Throughout the Compliance Period, for all full-time jobs at the Dallas Corporate Office, Revantage shall provide and maintain a minimum salary that meets or exceeds the then-current living wage for an individual in Dallas County as determined by the Massachusetts Institute of Technology's Living Wage Calculator. By way of example, the rate in Dallas County for 2022 is \$17.82 per hour.
- F. To qualify as a grant-eligible job, the average annual salary for the employees who fill full-time jobs at the Dallas Corporate Office shall be \$120,000.00 before overtime, benefits and bonuses ("Average Annual Salary Requirement").
- G. Revantage shall meet the local hiring goals by initially hiring a minimum of 45 percent of City of Dallas residents for the grant-eligible jobs at the Dallas Corporate Office. Throughout the Compliance Period, Revantage must document that a minimum of 40 percent of Revantage grant-eligible employees are Dallas residents (collectively, the "Residency Requirement").
- H. To be grant-eligible, a job shall be a full-time job. A "full-time job" shall mean a full-time position with benefits that is a W-2 employee of Revantage. Contractors, part-time workers, interns, or other positions shall not qualify as a grant-eligible full-time job. Jobs that have the flexibility to work from home periodically or who may travel from time to time may still count as a "full-time job" if, in addition to meeting the salary requirement, the employee's primary business address is at the Dallas central business district office of Revantage.¹

¹ As defined by the North Central Texas Council of Governments region map found here: <https://www.nctcog.org/nctcog-region-map>

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SECTION 4. That in addition to the terms and conditions outlined in Section 3., the Agreement shall require Revantage to comply with the following terms, conditions, and obligations:

- A. Lease Requirement. Revantage shall execute a lease for a minimum of 50,000 square feet of leased space within the central business district of Dallas on or before April 28, 2023 for its Dallas Office. Revantage shall occupy the Dallas Office space by December 31, 2026 and continually use the space as Revantage's corporate office through December 31, 2032. Revantage will occupy office space in the City of Dallas, which may include temporary office space while the Dallas Office space within the Central Business District is being built, on or before April 28, 2023. Revantage must occupy its Dallas Office space within the Central Business District prior to December 31, 2026 to be eligible for any grant payment under the Agreement.
- B. Workforce Program Initiative. To further the goals of workforce development and the creation of workforce pipelines in Dallas, Revantage shall engage with Dallas College and serve as an employer partner for its Workforce Scholars program and/or its adult apprenticeship program. Such a partnership would engage students in work-based activities including but not limited to paid or unpaid internships, co-ops, practicums, pre-apprenticeships, and registered and non-registered apprenticeships for youth and adults.

In addition to the partnership with Dallas College, to enhance the career pipeline, provide internship opportunities, and/or other career readiness opportunities as agreed to by both parties, Revantage shall engage with two of the following educational partners:

- i. Paul Quinn College
- ii. University of North Texas- Dallas
- iii. Dallas Independent School District
- iv. Richardson Independent School District

Revantage shall provide the Director of the Office of Economic Development ("OED") or his or her designee (the "Director") with an agreement executed by Revantage and the applicable educational partners documenting the terms of the career readiness program no later than December 31, 2023. At a minimum, Revantage will continue this program through December 31, 2028.

SECTION 4. (continued)

- The agreement between Revantage and the educational partner shall require either Revantage or its educational partners to provide to the Director an annual summary regarding the status/outcomes of the workforce programs involving educational partners, including number of participants, salaries or other benefits paid to participants, and race/gender/ethnicity of participants, and a summary of the program.
- C. Grant Payment. After the Director confirms Revantage's compliance with the applicable job creation, job retention, minimum salary, Average Salary Requirement, and Residency Requirements of the Agreement, the City shall remit payment of the Base Grant, the Tier 1 Grant, and/or the Tier 2 Grant (as applicable) in up to two lump sum installments, subject to funding availability. Revantage must document the creation and/or relocation of grant-eligible full-time jobs, as well as meet the terms and conditions of the Agreement, including but not limited to occupancy of the Dallas Corporate Office as its permanent office space no later than December 31, 2026. Revantage shall submit a request for payment of the Base Grant, the Tier 1 Grant, and/or the Tier 2 Grant (as applicable) no later than April 30, 2027.
- D. Repayment. If Revantage does not meet the job creation requirement, the job retention requirement, the occupancy requirement, the salary requirement, and the Dallas residency requirement (collectively, the "Requirements"), for the Base Grant, it is obligated to repay the incentive to the City. If Revantage does not meet the Requirements for the Tier 1 grant, Revantage is obligated to pay the difference between the Tier 1 grant and the Base Grant, provided the Requirements for the Base Grant are maintained. If Revantage does not meet the Requirements for the Tier 2 grant, Revantage is obligated to pay the difference between the Tier 2 grant and the Tier 1 or Base Grant, provided the Requirements for the Tier 1 or Base Grant are maintained. To account for hiring cycles and other business processes that might hinder compliance or cure, the Agreement will permit Revantage a cure period for noncompliance or default of one (1) year.
- E. The Director, in his or her sole discretion, may extend any of the deadlines referenced herein for no more than six (6) months.

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SECTION 4. (continued)

- F. Revantage shall, upon request, permit City staff access to its corporate office to review all records and document related to the obligations contained herein to monitor compliance with the incentive agreement. Revantage shall provide written annual reports to the Office of Economic Development regarding compliance with the Chapter 380 economic development grant agreement.
- G. The Agreement shall include the terms and conditions set forth in this Resolution and must be executed by the City and Revantage no later than April 28, 2023.

SECTION 5. That the Agreement is subject to reporting requirements, annual verification, audit, or other requirements deemed appropriate by the Director. The Director is authorized to make appropriate arrangements with Revantage to ensure that it meets the reporting, verification, audit, or other requirements to meet the public purposes described herein.

SECTION 6. That the Base Grant, the Tier 1 Grant, and the Tier 2 Grant are personal to Revantage and cannot be sold or assigned to non-affiliated companies without the Director's prior written approval.

SECTION 7. That upon City approval of annual appropriation, the Chief Financial Officer is hereby authorized to encumber and disburse funds to Revantage Corporate Services, LLC and/or its affiliates from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit W920, Object 3016, Activity PPPF, Program: PPPF0021, Contract No./Encumbrance# ECO-2022-00020221, Vendor No. VC25622 in an amount not to exceed \$1,000,000.00.

SECTION 8. That this Resolution 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.