

April 22, 2026

**WHEREAS**, the City of Dallas (“City”) recognizes the importance of its role in local economic development and the provision of mixed-income housing; 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**, on May 26, 2021, the City Council adopted the City of Dallas Economic Development Policy 2022-2032 ("Policy") by Resolution No. 21-0927, as amended; and

**WHEREAS**, on January 25, 2023, in furtherance of the new Policy goals, the City Council authorized a new Economic Development Incentive Policy ("Incentive Policy") effective for the period January 1, 2023, through December 31, 2024, by Resolution No. 23-0220, as amended; and

**WHEREAS**, the Incentive Policy establishes certain guidelines and criteria for the use of City incentive programs for private development projects and establishes programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, on May 4, 2024, Dallas voters approved a \$1.25 billion general obligation bond program, of which \$72.3 million was included in Proposition G for the purpose of providing funds for the City's programs for economic development pursuant to the City of Dallas Economic Development Incentive Policy, including making grants of bond proceeds and otherwise providing assistance and incentives for commercial, industrial, retail, residential, mixed-use development and other economic development and redevelopment, land acquisition, demolition, and infrastructure development; and

**WHEREAS**, on January 8, 2025, the City Council adopted an amended Incentive Policy effective for the period January 1, 2025, through December 31, 2026, by Resolution No. 25-0162, as amended; and

**WHEREAS**, on February 12, 2025, the City Council adopted a Resolution of Support for the Developer's application to the Texas Department of Housing and Community Affairs (“TDHCA”) for competitive 9% Low Income Housing Tax Credits (“LIHTC”) for the Project by Resolution No. 25-0278; and

**WHEREAS**, on July 24, 2025, the TDHCA Board approved the award of \$2 million in LIHTC for the Project in the 2025 allocation cycle (the Project application ranked tied for third out of fourteen applications in Region 3/Urban); and

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**WHEREAS**, in September 2025, the Developer submitted a development incentive application to the City's Office of Economic Development seeking gap funding to make the Project financially feasible; and

**WHEREAS**, based on a comprehensive review of the development incentive application and extensive consultation with the City's independent outside underwriter, Office of Economic Development staff structured a proposed economic development Grant in an amount not to exceed \$13,500,000.00 as gap funding to make the Project financially feasible and negotiated a detailed Letter of Intent ("LOI") with Developer; and

**WHEREAS**, on March 25, 2026, the Developer accepted and executed the LOI; and

**WHEREAS**, the City finds that the Project will not be undertaken within the city of Dallas 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**, the Project is located in a high opportunity area; and

**WHEREAS**, consistent with the authority granted under the Incentive Policy, Office of Economic Development staff recommends that the City Council authorize a Chapter 380 economic development grant agreement to support the Project; and

**WHEREAS**, in furtherance of its governmental function as a political subdivision of the State of Texas, and consistent with the authority granted under the Act, Chapter 380, Texas Local Government Code, the 2024 General Obligation Bond Program (Proposition G), Ordinance No. 32658, it is in the City's best interest to enter into a Chapter 380 economic development grant agreement as part of the City's ongoing efforts to promote local economic development and to stimulate business and commercial activity and provide new affordable housing units within the city; and

**WHEREAS**, the City Council finds that the City is: (i) acting in its governmental capacity and its performance hereunder is pursuant to authority granted by the State of Texas, its sovereign or for the benefit of the sovereign; (ii) authorizing this agreement to primarily benefit the public at large; or (iii) performing functions closely related to or essential to the performance of governmental activities; and

**WHEREAS**, on April 6, 2026, the Economic Development Committee of City Council was briefed regarding the project; and

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**WHEREAS**, to provide gap funding to make the Project financially feasible, the City desires to execute a Chapter 380 economic development grant agreement and all other necessary documents ("Agreement") with Meadow Sycamore, LP, a Texas limited partnership, and/or its affiliates (collectively, "Developer") in an amount not to exceed \$13,500,000.00 ("Grant") in consideration of The Meadow Project ("Project"), a mixed-income, transit-oriented, and permanent supportive multi-family residential development project on approximately 2.3 acres of real property addressed as 8130 Meadow Road ("Property"), in accordance with the Economic Development Incentive Policy.

**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 Chapter 380 economic development grant agreement and all other necessary documents ("Agreement") with Meadow Sycamore, LP, a Texas limited partnership, and/or its affiliates (collectively, "Developer") in an amount not to exceed \$13,500,000.00 ("Grant") in consideration of The Meadow Project ("Project"), a mixed-income, transit-oriented, and permanent supportive multi-family residential development project on approximately 2.3 acres of real property addressed as 8130 Meadow Road ("Property") as depicted in **Exhibit A**, in accordance with the Economic Development Incentive Policy, 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 expenditures made pursuant to this resolution shall be made from lawfully available funds, including the General Obligation Commercial Paper Notes Series A and B ("Commercial Paper Notes"), as amended, and any expenditures made pursuant to this resolution from lawfully available funds shall be reimbursed from the proceeds of the Commercial Paper Notes or from the proceeds of general obligation bonds issued by the City up to the amount of expenditures authorized by this resolution.

**SECTION 4.** That, pursuant to this resolution and the Agreement, the Chief Financial Officer is hereby authorized to disburse the Grant in a total amount not to exceed \$13,500,000.00 to Meadow Sycamore, LP, a Texas limited partnership and/or its affiliates from the funding source listed and described below: Economic Development (G) Fund, Fund 1Y52, Department ECO, Unit YG09, Activity ECNR, Object 3016, Program EC24YG09, Encumbrance/Contract No. ECO-2026-00030204, Vendor VC0000035311.

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**SECTION 5.** That, pursuant to Section 4 of this resolution, upon execution of the Agreement, the Grant shall be payable upon the Project's Substantial Completion and Developer's compliance with all terms, conditions, and requirements described herein. Additionally, the Developer agrees to comply with all City policies and all funding source requirements, including, but not limited to, compliance with the City's conflict of interest policy. The Director of the Office Economic Development ("Director") shall be the administrator of the Agreement. All Grant disbursements paid by the City under the terms of the Agreement shall be made to PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas, a Texas nonprofit corporation ("Non-Profit"), a 501(c)3 organization, which is an affiliate of the Developer. Upon receipt of Grant funds, the Non-Profit shall loan such funds to Sycamore Meadow GP LLC, a Texas limited liability company ("General Partner"), which is a wholly-owned subsidiary of the Non-Profit and serves as the general partner of Meadow Sycamore, LP. The General Partner shall make such Grant funds available to Meadow Sycamore, LP for use solely in connection with the delivery of the Project in accordance with the terms and conditions of the Agreement. Developer shall provide the Director with documentation evidencing (i) the organizational structure among the Non-Profit, the General Partner, and Meadow Sycamore, LP, and (ii) the disbursement and deployment of the Grant funds through such entities for the Project, in each case prior to or contemporaneously with the initial request for disbursement of the Grant funds.

- A. Project Financing and Execution of Agreement. Developer shall close construction financing for the Project prior to or contemporaneously with the City's execution of the Agreement and provide evidence to the Director of binding commitments for all capital sources necessary to deliver the Project. Developer shall execute the Agreement by December 31, 2026.
- B. Building Permit Deadline. Developer shall obtain a building permit for the Project by December 31, 2026. A demolition permit does not constitute satisfaction of this requirement.
- C. Minimum Investment. Developer shall invest (or cause to be invested) and provide documentation to the OED Director evidencing a minimum of \$24,000,000 in investment expenditures for the delivery of the Project ("Minimum Investment") by June 30, 2028. See **Exhibit B** for a detailed list of investment expenditures eligible to be counted toward the Minimum Investment. Construction management costs may be included in the Minimum Investment calculation if the construction management 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 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

**SECTION 5.** (continued)

shall not be considered an eligible Investment Expenditure. No expenditures made prior to execution of the LOI on March 25, 2026 may be included in the Minimum Investment calculation.

D. Required Project Components: The Project shall include the following Required Project Components (“Required Project Components”):

- i. renovation of the entire three three-story building and conversion into a minimum of 72,000 square feet of multi-family residential space and a minimum 75 multi-family residential units; and
- ii. private on-site improvements and public off-site improvements, if any, necessary to complete the Required Project Components listed above (e.g. utilities; interior demolition; mechanical systems upgrade; lighting; landscaping; signage).

E. City Affordability Requirement. The Project shall contain a total of at least 75 rental multi-family residential units, of which at least 100% of the units shall be set aside and leased solely to those households earning at or below 30%, 50%, and 60% of AMFI for a minimum of fifteen (15) years beginning after the Project has reached Substantial Completion as defined herein and has been placed in service (“City Affordability Period”) (although anticipated to be set aside for 45 years for LIHTC compliance), in accordance with the attached rent schedule (**Exhibit C**) updated annually by Housing and Urban Development. Recertification at lease renewals of the income-restricted units shall be consistent with TDHCA regulations.

For the term of the City Affordability Period, the affordability requirements as described herein shall be impressed upon the Property by deed restrictions filed in the Official Real Property Records of Dallas County prior to Project’s Substantial Completion.

After the Project’s Substantial Completion, as defined herein, and throughout the City Affordability Period, Developer shall monitor and submit reports twice a year to Director on the status of its compliance with the requirements of the Project’s City Affordability Requirement. Developer shall submit written certification and documentation of compliance in a form to be attached to the Agreement or may submit TDHCA compliance documents in lieu of the City’s form.

Developer further agrees to complete the Affirmative Fair Housing

**SECTION 5.** (continued)

Marketing Plan (“AFHMP”) in a form to be attached to the Agreement and submit the AFHMP to the City’s Fair Housing staff for approval. Developer shall submit a copy of the approved AFHMP to Director within 30 calendar days of approval and shall market the residential units pursuant to the approved AFHMP.

- F. Vouchers. In accordance with Section 20-4.1(b) of the Dallas City Code, Developer shall make best efforts to lease up to ten percent (10%) of the Project’s multi-family residential units to voucher holders during the City Affordability Period. Developer shall register with a minimum of one local provider of housing vouchers at least 12 months prior to Project’s Substantial Completion. “Best efforts” is defined as “compliance with Section 20A-4.1(a), compliance with the development agreement, and submission of the evidence of compliance to the Director.” As applicable, Ordinance 32195 shall be enforced. **Exhibit D** shall be completed and submitted by Developer to Director for review and verification.

Should Ordinance 32195 and Chapter 20A of the Dallas City Code be further amended prior to Project’s Substantial Completion, Developer shall abide by such amended terms. Pursuant to Section 20A-4.1(a) of the Dallas City Code, Developer shall not discriminate against holders of any housing vouchers, and Developer shall comply with Section 20A-28 of the Dallas City Code regarding tenant selection. Prior to Project’s Substantial Completion, this requirement shall also be impressed upon the Property by deed restriction filed in the Official Real Property Records of Dallas County.

- G. Small Business Inclusion in Construction. Developer shall make a good faith effort to comply with the City’s Developing Regional & Inclusive Vendor Enterprises (“DRIVE”) Policy goal of 33% participation by certified Small Business Enterprises (“SBE”) for all hard construction expenditures (i.e. public and private improvements) for the Project and meet all process and reporting requirements of the DRIVE Policy as administered by the City’s Office of Procurement Services (“OPS”). DRIVE reporting requirements and forms will be incorporated into the Agreement, and compliance shall be coordinated with OPS.

- H. Urban Design. As a requirement of the Grant, the Developer submitted conceptual design plans for the Project (i.e., public and private improvements) to the Director and the City’s Planning and Development Department (“PDD”) Preservation and Urban Design staff on January 9, 2026 for urban design review. Following administrative review of the conceptual plans, PDD Preservation and Urban Design staff provided

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written recommendations on February 13, 2026 (see **Exhibit E**). Developer shall submit to Director and PDD Preservation and Urban Design staff updated conceptual design plans addressing the written recommendations, and the updated conceptual design plans shall be attached as material exhibits to the Agreement.

Prior to submitting construction plans to PDD as part of a building permit application, Developer shall submit a set of the construction drawings to PDD Preservation and Urban Design staff and Director for a final staff review to ensure that the Project (i.e. public and private improvements) will be constructed in substantial conformance with the Project's approved conceptual design plans attached to the Agreement. PDD Preservation and Urban Design staff and Director shall complete the final staff review of permit drawings within ten (10) business days of submission by Developer.

Allowable minor modifications to the Project's design may include those required to comply with development regulations administered by the City's PDD or other City departments, federal, state and local laws, codes and regulations. Prior to making any Project design changes that would be considered minor in nature, Developer shall notify the Director and submit proposed changes to the Director for review and approval. Director shall complete the final review of any minor design changes to ensure compliance with approved conceptual design plans within ten (10) business days of submission by the Developer.

- I. Substantial Completion Deadline. Developer shall complete or cause the completion of the Required Project Components described herein, and all portions of the building shall be occupiable by June 30, 2028 or the placed-in-service deadline established by TDHCA (whichever is later), as evidenced by certificate(s) of occupancy, certificate(s) of completion, and/or similar documentation issued by the City ("Substantial Completion"). Developer shall provide Director documentation of any changes to TDHCA's placed-in-service deadline within five (5) days of Developer notification. Developer shall also obtain final acceptance of any public infrastructure improvements associated with the construction of the Project, as evidenced by a letter of acceptance or similar documentation issued by the City, by June 30, 2028 ("Public Infrastructure Acceptance").
- J. Operating and Maintenance Agreement. Prior to Substantial Completion, Developer (or its assignee as provided herein) shall execute an Operating and Maintenance Agreement (defined below) for any Non-Standard Public

**SECTION 5.** (continued)

Improvements (defined below), if any, associated with the Project that will be owned by the City but maintained by the Developer (“Operating and Maintenance Agreement”). If necessary, Developer shall 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, and shall include specially designed street/pedestrian lighting, brick pavers, bollards, sidewalks, public

art, fountains, landscaping and irrigation. With the exception of specially designed street/pedestrian lighting, public artwork and fountains, City shall retain ownership of such public improvements and may at its sole option, if Developer fails to maintain such public improvements after notice from City, 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, in whole or in part, to a new owner of all or a portion of the Project or to another entity such as a public improvement district or property owner’s association. Developer or its assignee shall remain responsible for the maintenance of the Non-Standard Public Improvements for a term of twenty (20) years even if Developer chooses to forgo the Grant or is not paid the Grant as a result of default.

- K. Quarterly Reporting. Until all Required Project Components have passed final building inspection and Developer has submitted all required paperwork documenting Substantial Completion to Director, Developer shall submit to the Director quarterly status reports for ongoing work on the Project, in a form to be attached to the Agreement. Such status reports shall be due within thirty (30) calendar days following the end of each calendar quarter after the date of City Council’s authorization of the Agreement.

**SECTION 5.** (continued)

- L. Local Hiring. For all permanent employment opportunities created by operation of the Project, Developer shall submit to the City a written plan (“Local Hiring Plan”) describing how Developer or its property management group shall use and document commercially reasonable efforts to recruit and hire residents of the city of Dallas. At a minimum, the Local Hiring Plan shall describe how Developer or its property management group will target local recruitment through local advertisement, community outreach, local engagement, participation in local job fairs, and/or coordination with local hiring sources. The Local Hiring Plan shall be subject to approval by the 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 Grant 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 for the Agreement.

- M. Property Management. The proposed property management entity for the Project shall be submitted at least three (3) months prior to Project’s Substantial Completion for review and approval by Director based on the management entity’s comparable experience managing other mixed-income multi-family properties with income-restricted units, such approval not to be unreasonably withheld.
- N. Minor Modifications and Extensions. Director may authorize minor modifications to the Project, including a change in the number of multi-family residential units by up to 5% and an extension of the Project’s material dates and deadlines by up to twelve (12) months for just cause except as provided in Section 5.H and 5.O.
- O. Force Majeure. Notwithstanding 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, 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

**SECTION 5.** (continued)

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).

- P. Public Access to Infrastructure Not Owned by City. If applicable, prior to City's payment of any portion of the Grant and at no cost to the City, Developer shall provide public access easements, deed restrictions, or other instruments reasonably acceptable to the Director if any street and/or utility infrastructure improvements associated with the Project remain in non-City ownership but require public access.
- Q. Post-Construction Audit and Possible Reduction in Grant. Following Substantial Completion and prior to initial payment of the Grant, the City shall conduct a post-construction audit to verify Developer's compliance with all terms and conditions in the Agreement and review the Developer's actual costs incurred to deliver the Project. For every \$100,000 in actual costs incurred below the estimated total Project cost of \$31,651,059, the City shall reduce the Grant amount by \$42,000. The City agrees to complete such audit within three (3) months of City's receipt of all necessary supporting documentation from Developer.
- R. Assignment. Until Substantial Completion of the Project, an assignment of the Developer's duties and obligations under the 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.

**SECTION 5.** (continued)

After Developer achieves Substantial Completion, Developer may assign its rights or obligations under the Agreement to any entity, provided the assignee expressly assumes all of the obligations of the Developer under the Agreement for the balance of the term of such Agreement.

Any receivables due under the 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 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 Agreement unless the lender agrees in writing to perform such obligations or incur such liability.

**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, and it is accordingly so resolved.