

August 26, 2015

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, on November 11, 1992, City Council authorized the creation of Tax Increment Reinvestment Zone Number Three, (the "Oak Cliff Gateway TIF District", or "District") in accordance with the Tax Increment Financing Act, as amended, V.T.C.A. Texas Tax Code, Chapter 311 to promote development and redevelopment in the north Oak Cliff area through the use of tax increment financing by Ordinance No. 21466, as amended; and

WHEREAS, on February 12, 1997, City Council authorized the Oak Cliff Gateway TIF District Final Project Plan and Reinvestment Zone Financing Plan ("Project Plan") by Ordinance No. 23033, as amended; and

WHEREAS, on November 9, 2009, City Council authorized the establishment of the City of Dallas Oak Cliff Gateway Grant Program by Ordinance 27743, as amended; and

WHEREAS, on June 25, 2014, City Council adopted its Public/Private Partnership Guidelines and criteria by Resolution No. 14-0993, wherein the City elected to continue its participation in tax abatements and other incentive programs including programs for loans and grants for economic development and established Guidelines and Criteria for the Public Private Partnership Program governing those economic development programs and incentive agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 ("Act"); and

WHEREAS, on October 23, 2014, the Oak Cliff Gateway TIF District Board of Directors voted to amend a policy document outlining the requirements of the Oak Cliff Gateway Grant Program (**Exhibit A – Oak Cliff Gateway Tax Increment Financing (TIF) District Grant Program**); and

WHEREAS, on June 16, 2015, the Oak Cliff Gateway TIF District Board of Directors reviewed the proposed Oxygen project and recommended City Council authorize a development agreement with RWI Green Development LLC ("Owner"), and dedicate an amount not to exceed \$4,600,000 in future TIF revenues from the Oak Cliff Gateway TIF District for certain TIF eligible public improvements; and

WHEREAS, on August 12, 2015, City Council in accordance with the Tax Increment Financing Act, as amended, V.T.C.A Texas Tax Code, (Chapter 311), called a public hearing to be held on August 26, 2015, to hear citizen comments and concerns regarding the proposed Oak Cliff Gateway TIF District amendment and amended Project Plan and Reinvestment Zone Financing Plan for the District. That public hearing was duly held and closed; and

WHEREAS, on August 26, 2015, City Council conducted a public hearing, and at the close of the hearing, approved an ordinance amending the ordinances creating the District and approving the Project Plan, respectively Ordinance Nos. 21466 and 23033, approved on November 11, 1992 and February 12, 1997, as amended, to reflect these amendments; and

WHEREAS, the creation of additional residential development is anticipated to further future growth and expansion of residential and commercial activity within the City of Dallas; and

WHEREAS, the City encourages mixed income neighborhoods, and the neighborhood surrounding the project is in need of mixed income housing; and

WHEREAS, the Oxygen project is in a rapidly redeveloping area of high opportunity and the development allows the City to continue its efforts to foster inclusive communities that overcome patterns of segregation; and

WHEREAS, the project is located in an area that is close to downtown, nearby jobs, transit, and transportation systems; and

WHEREAS, in furtherance of the Project Plan, and to promote within the District (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to the Owner for the construction of the Oxygen project at a site currently addressed at 1945, 1947, 1951, 2001, 2003, and 2007 North Beckley Avenue and 140 Turnpike Avenue in the Oak Cliff Gateway TIF District as described in the conceptual site plan, preliminary conceptual renderings, and building materials attached hereto as **Exhibits B1-B5**.

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 development agreement between RWI Green Development LLC ("Owner") and the City of Dallas, on behalf of the Oak Cliff Gateway TIF District, thereby confirming the Oak Cliff Gateway TIF District Board of Director's dedication of future tax increment revenues in an amount not to exceed \$4,600,000 to provide funding for TIF-eligible project costs as shown in the TIF Funded Project Budget attached hereto as **Exhibit C**. This project includes infrastructure improvements, pedestrian linkages, and an economic development grant as part of the implementation of the Oak Cliff Gateway TIF District Project Plan and Reinvestment Zone Financing Plan.

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 the Chief Financial Officer is hereby authorized to encumber and disburse funds future tax increments and subject to future appropriations from:

Oak Cliff Gateway TIF District Fund - Fund 0034, Department ECO, Unit W023, Activity TOAK, Object 4510, Program No. OCGTIF0006, CT ECOW023K251, Vendor No. VC14571, in an amount not to exceed \$435,350;

Oak Cliff Gateway TIF District Fund - Fund 0034, Department ECO, Unit W023, Activity TOAK, Object 4599, Program No. OCGTIF0006, CT ECOW023K251, Vendor No. VC14571, in an amount not to exceed \$250,000; and

Oak Cliff Gateway TIF District Fund - Fund 0034, Department ECO, Unit W023, Activity TOAK, Object 3016, Program No. OCGTIF0006, CT ECOW023K251, Vendor No. VC14571, in an amount not to exceed \$3,914,650.

Total amount not to exceed \$4,600,000.

Section 4. That the Owner shall design, fund and/or construct public improvements to support the development of Oxygen at a site currently addressed at 1945, 1947, 1951, 2001, 2003, and 2007 North Beckley Avenue and 140 Turnpike Avenue in the Oak Cliff Gateway TIF District as described in Section 6 and in substantial conformance with **Exhibit B1-B5 - Site Plan, preliminary conceptual renderings, and building materials.** Up to \$4,600,000 of the TIF-eligible project costs for Oxygen in the Oak Cliff Gateway TIF District may be reimbursed from the Oak Cliff Gateway TIF District Funds. The Owner will be paid solely from the Oak Cliff Gateway TIF District Funds in accordance with the terms of the development agreement described in hereof and **Exhibit H – TIF Increment Allocation Policy Oak Cliff Gateway TIF District**, but only to the extent such Oak Cliff Gateway TIF District funds are available for such purpose. No interest will be paid on this award since funds are not advanced to the City for these improvements.

Section 5. That nothing in this resolution shall be construed to require the City to approve payment from any source of City funds other than the Oak Cliff Gateway TIF District Fund and/or Tax Increment Bonds.

Any funds expended under the development agreement that remain unpaid upon termination of the Oak Cliff Gateway TIF District, due to lack or unavailability of Oak Cliff Gateway TIF District Funds, shall no longer be considered project costs of the Oak Cliff Gateway TIF District or the City and the obligation of the Oak Cliff Gateway TIF District to pay Owner 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. A minimum of \$26 million in private improvements in the Oxygen project including all land and building acquisition, site preparation, construction hard costs, and soft costs related to construction.
- B. A minimum of 190,000 gross square feet of residential space.
- C. For a period of fifteen (15) years from the date Owner receives the final CO for the residential portion of the Project ("Affordability Period"), a minimum of 20% of the units in Oxygen project shall meet the affordability requirements of the Project Plan and the City of Dallas Tax Increment Finance Districts Mixed Income Housing Guidelines (**Exhibit D - City of Dallas Tax Increment Finance Districts Mixed Income Housing Guidelines**). In addition, the affordable units shall be dispersed by unit type and location throughout the property. In the case that Oxygen project is sold to another entity, the affordability requirement shall be impressed upon the property by deed restriction and conveyed in the sale contract. This requirement shall be carried through to additional sales, if any.
- D. Owner shall provide evidence of purchase of the property by September 1, 2015.
- E. Owner shall obtain a building permit for the construction of the Project by June 30, 2016.
- F. The Owner shall complete construction and obtain a final certificate of occupancy for the residential portion of the Project by February 28, 2018 and shall complete construction, complete the building permit, and pass final inspection for the building shell for any commercial portion of the project by February 28, 2018.
- G. Owner shall complete construction and obtain a letter of acceptance or similar documentation issued by the City and signifying acceptance of the public improvements by February 28, 2018, for public infrastructure improvements associated with the project and constructed by the Owner.
- H. Owner shall provide public access to designated plaza, trail, and sidewalk space within the private development by February 28, 2018.
- I. Owner shall execute an Operating and Maintenance agreement in a form substantially similar to the form attached as **Exhibit E** for a minimum term of 20 years for all non-standard public improvements associated with the project by February 28, 2018.

Section 6. (Continued)

- J. Owner shall comply with the Business Inclusion and Development (“BID”) goal of twenty-five percent (25%) for TIF reimbursable improvements, the Owner shall make a good faith effort to achieve a goal of certified minority/women-owned business enterprise (M/WBE) participation for the private improvement construction of 20% of total private expenditure, and the Owner shall meet all reporting requirements for each. Developer shall utilize the forms attached hereto as **Exhibit F** or forms provided by the City Department of Business Development and Procurement Services for reporting the participation of the M/WBE firms throughout the course of the Project.
- K. Owner shall market the residential units pursuant to an affirmative fair housing marketing plan approved by the City.
- L. Until the Project has received a final certificate of occupancy for the multi-family portion and passed the final building inspection on the building shell for any commercial portion, and all required paperwork has been submitted, the Owner shall submit quarterly (once in every three months, starting from September 30, 2015) project status reports to the OED Staff. (**Exhibit G - Quarterly Project Status Report**).
- M. Owner shall construct public and private improvements that substantially conform in design and materials to images and site plans approved by the Oak Cliff Gateway TIF Board of Directors and the Urban Design Peer Review Panel (UDPRP) as shown in **Exhibit B1-B5 - Site Plan, preliminary conceptual renderings, and building materials**. Additionally, unless modifications are approved by the Director:
- a. Utilize the corner of Beckley and Turnpike as an entry plaza and gateway feature.
 - b. Screen the parking area through the introduction of a bermed earth condition or through landscape and screening elements. While Turnpike presents a challenge for unit frontages, the edge along the public realm should screen surface parking and promote an enjoyable pedestrian and cycle experience along the sidewalk.
 - c. Visually and physically connect the main building to units along the northern portion of Beckley.
 - d. Soften the relationship of residential frontage along the ground floor of Beckley Avenue either by elevating finish floor height, the incorporation of stoops and/or front yard areas, or some combination of both.
 - e. Landscape along Beckley Avenue frontage should help create privacy for units.

Section 6. (Continued)

- f. A minimum of 80% percent of the residential units on the ground floor facing a public street, private street, or green space shall have direct access (a door) to the public street, private street or green space.
 - g. Streetscape and landscape should be designed to TIF guideline standards with street trees and generous sidewalks. The sidewalk should be designed with a minimum 7' clear through-way and a 5' planting zone for street trees. The sidewalk should also accommodate bicycles from the Coombs Creek Trail. Pedestrian lighting should be designed to direct most of the light downward. In general, public realm improvements around the perimeter of the development should introduce urban edges to the site and enhance and promote walkability. Final design of the sidewalk/mixed use path must be approved by the City Design Studio and by the City's transportation planning staff.
 - h. Provide generous and inviting access points to trail areas and adjacent sidewalks and bike paths throughout the site. The development should engage the surrounding context wherever possible and provide convenient and inviting external connections with potential to then connect to future development opportunities.
 - i. In coordination with Public Works, include adjacent trail opportunities in the design of this project as an amenity feature for the development and as a means of connecting the development to the larger context and surrounding neighborhoods. Sidewalk/trail connections should be integrated into the development to leverage them as an opportunity to integrate the proposal into the larger context. They are both a public amenity and an amenity to residents. Specifically, coordinate with the City to locate the trail on the southern side of the property and/or in adjacent City-owned property and include water and restroom facilities as shown to the TIF board.
 - j. As the final step to the Urban Design Peer Review Process, Developer shall provide a set of permit drawings to the Dallas CityDesign Studio for internal review and approval at time of submittal to ensure compliance to UDPRP recommendations and responses as described above.
- N. The Owner shall provide evidence that reasonable efforts were made to promote the hiring of neighborhood residents for any new jobs created.
- O. The residential component of the Project shall be managed by an apartment management company approved by the Office of Economic Development Director, which approval shall not be unreasonably withheld.

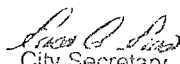
Section 7. That upon completion of the project and satisfaction of all project requirements, and subject to the availability of Oak Cliff Gateway TIF funds, the Project shall be eligible for total TIF reimbursements in an amount not to exceed \$4,600,000 in accordance with the adopted **Exhibit H – TIF Increment Allocation Policy Oak Cliff Gateway TIF District.**

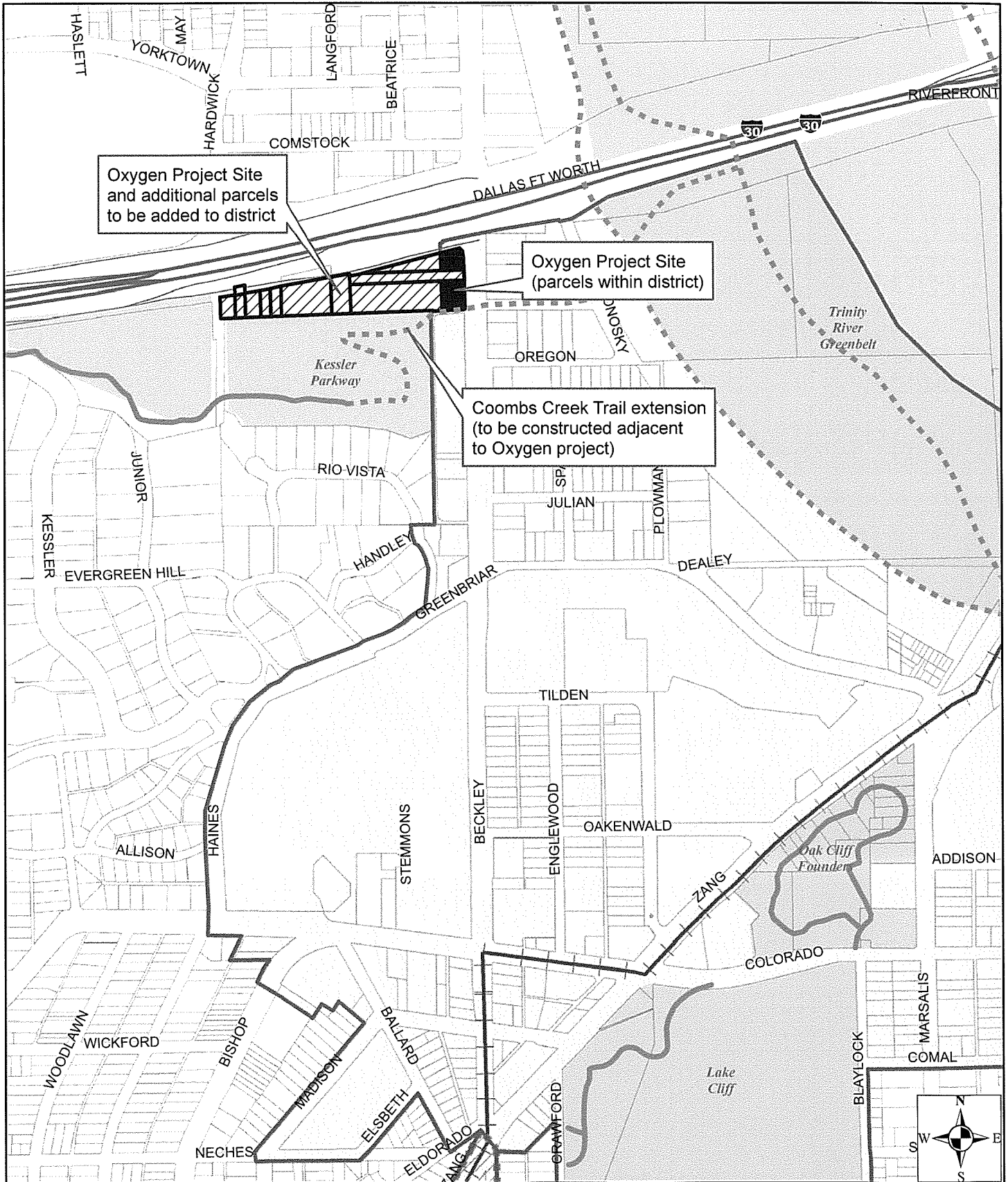
Section 8. That the Director of the Office of Economic Development, after approval and recommendation of the Oak Cliff Gateway TIF District Board of Directors, may authorize minor modifications to the project including development mix, design elements, and/or an extension of the project deadlines up to 6 months.

Section 9. 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 BY
CITY COUNCIL

AUG 26 2015


City Secretary



**Oak Cliff Gateway TIF District
Proposed Amended Boundary
August 26, 2015**

0 0.05 0.1 0.2 Miles






-  Parks
-  Existing Trails
-  Future Trails
-  Existing Oak Cliff Gateway TIF District
-  Proposed Parcels to be added to the Oak Cliff Gateway Sub-District

Exhibit A
City of Dallas
Oak Cliff Gateway Tax Increment Financing (TIF) District
Grant Program
Adopted by the Oak Cliff Gateway TIF Board on September 21, 2012
Amended – October 23, 2014

The City of Dallas established the Oak Cliff Gateway TIF District Grant Program on September 21, 2012, pursuant to Chapter 311 of the Texas Tax Code, to implement the Project Plan and Reinvestment Zone Financing Plan ("Final Plan") for the Oak Cliff Gateway Tax Increment Financing District ("District").

The purpose of the Oak Cliff Gateway TIF District Grant Program is to promote: (1) development and diversification of the economy; (2) development or expansion of residential, transportation, business, and commercial activity; (3) creation of a broader mix of residential property types, (4) elimination of unemployment and underemployment; (5) density within the district; (6) public infrastructure improvements that enhance pedestrian connections and transit access within the district and (7) public infrastructure improvements including improvements to pedestrian connections and utility burial within the District.

Projects must be at least one of the following types of development:

- New residential development
- Mixed-income and workforce housing development
- Retail or office development
- Mixed-use, transit-oriented development, including development that provides additional linkages to existing transit services

The City will achieve these objectives by making grants from the tax increment fund of the District in an aggregate amount not to exceed the amount of tax increment produced by the City and paid into the tax increment fund for the District.

Use of Funds

All grant award amounts and awardees must be recommended by the Oak Cliff Gateway TIF Board and approved by City Council. Nothing contained herein shall obligate the City to provide grant awards as this Program does not constitute an entitlement. The project **must** demonstrate that the development is not financially feasible *but for* the grant.

Payment of Funds

No grant funds will be distributed until all conditions of the grant/development agreement have been fulfilled.

General Grant Criteria

- The developer must make a good faith effort to achieve a goal of certified minority/women-owned business enterprise (M/WBE) participation for the private improvement construction proportionate to the TIF funding provided.
- The developer must promote hiring of neighborhood residents for any new jobs created.

Oak Cliff Gateway TIF District Grant Program Area

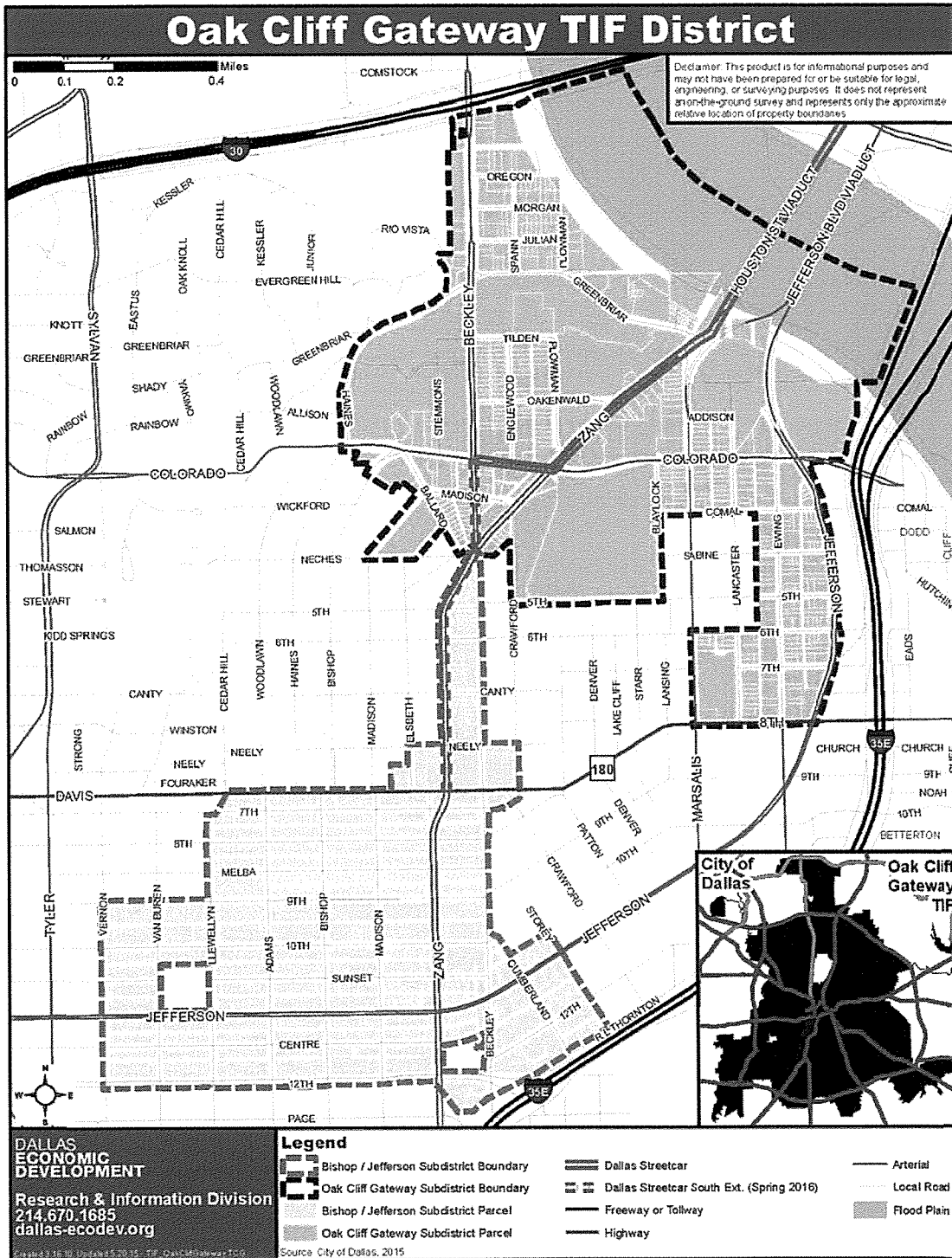


Exhibit B-1

oxygen
at trinity river



151606

Landscape to conform to
Exhibit B-3 - Landscape

Exhibit B-2



151606
Landscape to conform to
Exhibit B-3 - Landscape

oxygen
of trinity river

LANDSCAPE BIKE TRAIL

2015

RWICKRELL

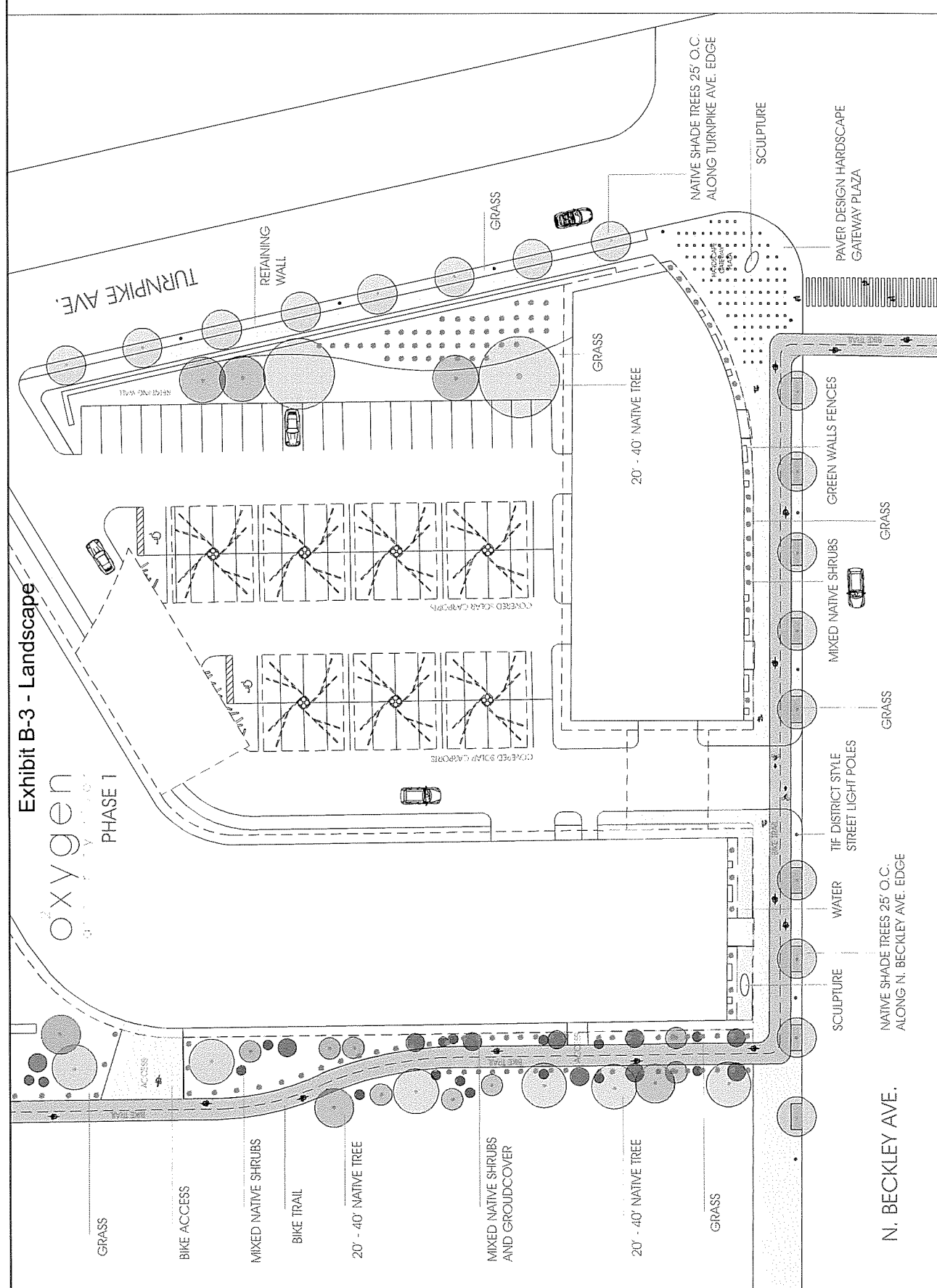


Exhibit B-3 - Landscape

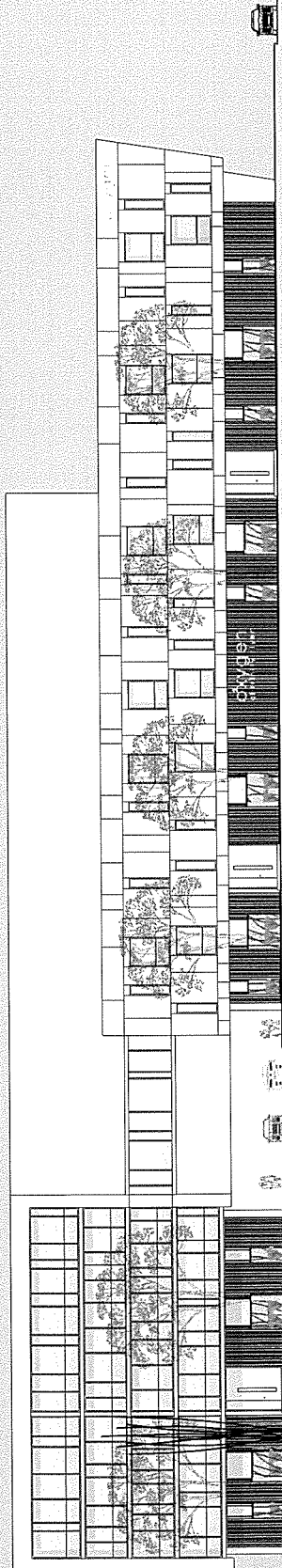
oxygen
PHASE 1

N. BECKLEY AVE.

Exhibit B-4

O²xygen
of trinity river

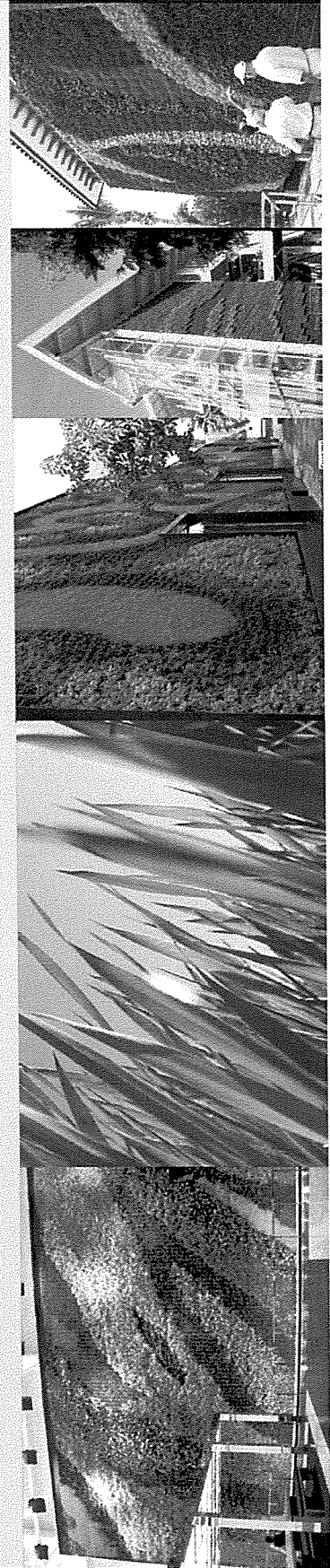
GREEN WALLS
GREEN WALLS FENCES AS LIVING ART



Oxygen
of trinity river

BECKLEY
VIEW

2015

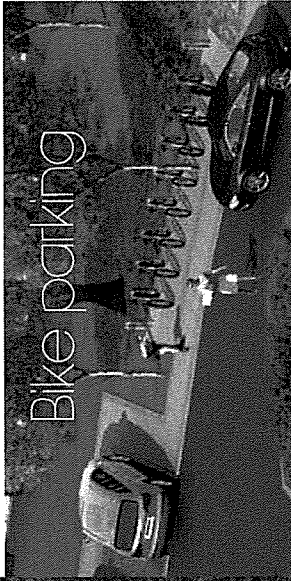


151606

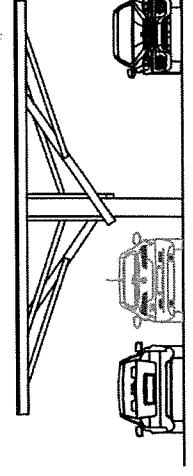
Electric bikes



Bike parking



Carports design



15160.6



Exhibit B-5

Entrance

oxygen

oxygen

SOLAR CARPORTS

oxygen

Exhibit C
Oxygen Project
Oak Cliff Gateway TIF District
RWI Development LLC
TIF Project Costs

Category	Staff Recommended Amount
Public infrastructure improvements: paving, streetscape, water/wastewater, storm sewer, utility burial/relocation, land acquisition, environmental work, and plaza space	\$435,350
Pedestrian linkages/lighting	\$250,000
Economic development grant	\$3,914,650
Total	\$4,600,000

Note: The amounts listed above include engineering, construction, design, construction management, and contingency estimates. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed. Funds may be shifted among categories as long as the total TIF funding does not exceed \$4,600,000.

Exhibit D
City of Dallas Tax Increment Finance Districts
Mixed Income Housing Guidelines

Approved January 11,2012

TIF Program Purpose

The purpose of the City of Dallas' TIF program is to promote development in underutilized and vacant areas through the use of public investment to attract private investment. The goals for the districts include improving the infrastructure within the districts and adding market rate apartments, single family homes, retail and commercial space, and office and professional space. Promoting housing for individuals and families at a variety of income levels is one of many policy considerations for the districts.

General definitions

Mixed income housing requires a minimum of 20% of all units to meet affordable housing standards.

Affordable housing units are those which are affordable to a household earning 80% or less of the median family income for the Dallas Area.

The 20% affordability requirement applies to both rental units and to units that are for sale. Requirements for for-sale units will be handled on a case-by-case basis. These guidelines primarily pertain to rental housing.

Affordability period and rent rates

Rental units must be affordable for a period of at least fifteen years, beginning from the date the project is complete per the development agreement.

Income levels and *maximum* rent will vary each year and are based on HUD's calculations for Area Median Family Income (AMFI), utility expenses, and Market Rent for the Dallas Area. Maximum rents are set each year at 30% of 80% of AMFI, including a utility allowance. Information pertaining to the maximum affordable rent and income levels that are currently in effect can be obtained from the Office of Economic Development.

Affordable units

A minimum of 20% of all occupied units shall be rented to qualifying households.

The developer may choose to offer any available unit to qualifying households. The 20% total requirement thus may be satisfied by any combination of units and need not apply to units of all sizes.

Affordable units shall be comparable in size and finish quality to market rate units and shall be dispersed throughout the development. Affordable units shall not be segregated into a particular section of the development and shall be a minimum of 500 square feet.

Qualifying households

A qualifying household is defined as a household making 80% or less of the AMFI. Developers may include wages, salaries, tips, commissions, social security income, etc. to certify a household's income. The method used to determine income should be the same for qualifying and market rate households.

Lease terms

Households that qualify at the beginning of a lease will be assumed to qualify for the entirety of the term of that lease. Recertification is therefore only necessary during lease renewal.

At the end of the lease, the new lease rates will be set based on the household's current income at the time of renewal.

If the household no longer qualifies for an affordable unit, the lease may be renewed at market rate and another unit made available for a qualifying household in order to maintain the 20% affordability requirement.

Fees and leasing requirements

In general, all leasing requirements and all fees, utility charges, assessments, fines, etc. charged by the apartment community must be applied uniformly to qualifying households and market rate households, with the exception that the developer may choose to waive or reduce fees for qualifying households and the developer may choose to set specific lease lengths for affordable units.

Reporting Requirements

Adequate reporting by developer, owner, or property manager shall be required to ensure that the City can appropriately monitor compliance with the guidelines. Projects receiving affordable housing funding under federal or state programs may choose to submit copies of compliance reports specific to the federal or state program in lieu of the TIF program report. Specific reporting requirements will be updated as necessary.

Compliance

The developer assumes all liability for compliance with these requirements and with all applicable laws. By participating in the City's TIF program, the developer agrees to report all information accurately and on time. At the City's request, the developer agrees to produce necessary documentation for determining full compliance with this program.

The affordability period shall be extended by six months for any number of units by which the affordable housing provided during a semi-annual period falls short of the number of units required to meet the affordable housing requirements. Noncompliance may result in termination of the development agreement, a reduction in TIF reimbursement, or other action as determined by the Office of Economic Development.

Request for waiver or minor modification of these requirements shall be submitted to the Office of Economic Development and will be negotiated on a project-by-project basis with the City and the County.

The City may consider retaining a percentage of TIF funding to ensure that in the event that the property is sold prior to the end of the 15 year compliance period, all subsequent owners will be required to provide affordable housing for the remainder of the affordability period.

The TIF program does not alter, modify, or reduce any affordable housing requirements, duties, or obligations imposed on the developer because of receipt of funds or other assistance from other programs or persons.

Alternative Methods

A developer may propose alternative methods of meeting the requirements such as providing equivalent affordable housing units in a comparable location within or adjacent to the TIF district. All proposed alternative methods will be considered on a case-by-case basis and must be approved by both the City and Dallas County.

Affirmative Fair Housing Marketing Plan

An affirmative fair housing marketing plan is required for all projects with a residential component that are supported with TIF funding. This requirement is detailed in each project's development agreement. Each project will be evaluated individually to ensure that it furthers affirmative fair housing goals.

Effective Date

These guidelines are effective in each district as of the date they are approved by that district's TIF board. The guidelines apply to developments with first occupancy on October 1, 2011 or later. These guidelines will not alter the terms of development agreements authorized prior to the approval of this document.

Guideline Modifications

As needed, the City may make modifications or corrections to these guidelines to increase their effectiveness. Where these guidelines may conflict with a district's Final Plan language concerning housing provisions, the Director of the Office of Economic Development will make a final determination of project requirements.

**EXHIBIT E: FORM OF
OPERATING AND MAINTENANCE AGREEMENT
FOR NON-STANDARD PUBLIC IMPROVEMENTS**

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

This Operating and Maintenance Agreement for Non-standard Public Improvements (“Agreement”) is made and entered into by and between the City of Dallas, a municipal corporation (“City”), acting by and through its City Manager, and RWI Green Development LLC, a Texas limited liability company, acting by and through its duly authorized officers (“Developer”).

WITNESSETH:

WHEREAS, Developer has agreed to provide a maintenance program for non-standard public improvements including plaza space, special paving, landscape, and streetscape, and bike paths installed as part of its mixed use development with the current address of [INSERT ADDRESS] in Dallas, Texas (the “Property”) in the Oak Cliff Gateway TIF District; and

WHEREAS, City is the owner of certain rights-of-way located adjacent to the Property and Developer is owner of certain publicly-accessible areas and pedestrian zones on the Property, [DESCRIBE PREMISES] which are shown at **Exhibit A**, attached to and made a part of this Agreement (which rights-of-way, publicly-accessible areas and pedestrian zones are collectively referred to herein as the “Premises”); and

WHEREAS, on August 26, 2015, the City Council, pursuant to Resolution Nos. [ENTER NUMBERS] (“Resolutions”) authorized the execution of a development agreement (“Development Agreement”) in an amount not to exceed \$4,600,000 for TIF-Eligible Project Costs (as defined in the Development Agreement); and

WHEREAS, the Resolution and the Development Agreement require that Developer enter into a maintenance agreement for all non-standard public improvement items; and

WHEREAS, this Agreement authorizes Developer to maintain the non-standard public improvement items located on the Premises in accordance with the terms of this Agreement.

NOW, THEREFORE, City and Developer, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

SECTION 1. TERM

This Agreement is effective as of the execution date and ends on that date twenty years therefrom.

SECTION 2. MAINTENANCE SERVICES

A. Except as otherwise provided, Developer shall be responsible for all costs and expenses associated with maintaining the Premises in compliance with this Agreement.

B. Developer shall maintain the Premises in a neat, clean, safe, and attractive condition, including the removal of weeds from around trees and other areas such as shrub beds, ground cover, etc.

C. Developer shall operate and pay for the operation of an irrigation system on the Premises (as shown on **Exhibits A**) in accordance with any applicable sprinkler, water conservation, or storm water ordinances. Developer shall maintain and operate the irrigation system properly, efficiently, and safely. All repairs and modifications to the irrigation system shall be at Developer's expense.

D. Developer shall trim and maintain all lower limbs of mature trees on the Premises to a minimum height of seven (7) feet over sidewalk areas to provide for safe foot traffic.

E. Developer, at Developer's expense, shall be required to replace any tree that dies on the Premises during the term of this Agreement. Developer shall replace, at its expense, that tree with a minimum four to six-inch calliper native Texas tree, or a tree allowed or specified by the zoning ordinance or City approved landscape plan applicable to the Premises, during the next immediate planting season. Developer shall not be required to replace such trees at Developer's expense if the death was caused by work done on the Premises by City or franchise utilities. Likewise, Developer shall maintain, at Developer's expense, all plant material on the Premises, including shrubs, bushes, flowers, and grasses as noted in **Exhibits A**. If any such shrub, bush, flower, or grass dies during the term of this agreement, Developer shall timely replace such plant material. Material substitutions shall be approved at the discretion of the Director of the Office of Economic Development. Notwithstanding anything contained herein, Developer may substitute landscape plants with plants of similar quality and form without additional City consent.

Exhibit E

F. Developer shall remove all litter on the Premises on a daily basis. This includes trash trapped in tree wells and any trash in any receptacles installed on the Premises by the Developer.

G. Developer shall maintain and repair all and irrigation lines and equipment currently serving and planned to serve the improvements on the Premises.

H. Developer shall maintain and operate all pedestrian lighting in Premises rights-of way except to any extent such maintenance and operation may at any time assumed by the City under a pedestrian lighting program or is assumed by a public improvement district or non-City entity.

I. Developer shall provide all materials, tools, and equipment necessary to the performance by Developer pursuant to this Agreement. Developer shall remove from the Premises all materials, tools, and equipment used in maintaining the Premises at the end of each working day or upon the request of the Director of the Office of Economic Development or his designee ("Director").

J. Developer shall exercise reasonable precautions for the safety of the Premises and the protection of all persons making legal passage through the Premises.

K. Developer shall mow and edge lawn areas, if any, in the Premises at least once every 14 days from March through October.

L. Developer shall comply with the City of Dallas Environmental Policy, including the following requirements: a) Developer shall comply with federal, state, and local regulations; b) Developer shall continually improve work practices to reduce its environmental footprint related to this Agreement; c) Developer shall commit to preventing pollution at its source.

SECTION 3. MODIFICATION TO THE PREMISES

A. Developer may not make any material modifications to the improvements, facilities, or landscape design to the Premises without the prior written consent and approval of the Director. Notwithstanding anything contained herein, Developer may substitute landscape plants with plants of similar quality and form without additional City consent.

B. All plantings required to be replaced pursuant to this Agreement must be purchased and maintained at Developer's expense.

C. All improvements made to the city-owned portions of the Premises shall belong to and become the property of City upon installation.

SECTION 4. FAILURE TO MAINTAIN

Exhibit E

If Developer fails to perform its maintenance obligations pursuant to this Agreement and such failure shall continue after thirty (30) days from written notice to Developer, City may, at its option, perform such maintenance and invoice Developer for the actual and reasonable costs of such maintenance, which shall include, but not be limited to, removal of all or any part of the improvements on City-owned portions of the Premises. Developer shall pay any such invoice in full within thirty (30) days of receipt.

SECTION 5. ENVIRONMENTAL CONCERNS

Developer shall comply with all applicable state and federal environmental laws when applying chemicals on the Premises. Developer shall ensure that all regulated chemicals applied by Developer or caused by Developer to be applied are applied in accordance with all applicable laws. Developer shall obtain approval by the Director before any regulated chemicals are applied.

SECTION 6. INSURANCE AND INDEMNIFICATION

A. Developer will be required to purchase and maintain, during the term of this Agreement, insurance as described in **Exhibit B** and will agree to the indemnification agreement therein.

B. Developer agrees to defend, indemnify, and hold City, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of Developer, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence or fault of both Developer and City, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 7. APPLICABLE LAW AND VENUE

This Agreement is subject to the Charter and Ordinances of City, as amended, and applicable federal and state laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for

any litigation which may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

SECTION 8. NON-DISCRIMINATION

As a condition of this Agreement, Developer covenants that Developer will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements. Developer shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Developer shall keep, retain, and safeguard all records relating to this Agreement or work performed hereunder during the term of the Agreement and for a minimum period of three (3) years from the date of termination, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

SECTION 9. MODIFICATION OF AGREEMENT

This Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of City and Developer. Oral modifications are not permitted.

SECTION 10. NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this Section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

Director
Office of Economic Development
City of Dallas
City Hall, Room 5CS
1500 Marilla Street
Dallas, Texas 75201

If intended for Developer, to:

[ENTER NAME]
[ENTER COMPANY]
[ENTER ADDRESS]
Dallas, Texas [ZIP]

SECTION 9. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in this Agreement, their assigns. This Agreement is assignable to a new owner of all or a portion of the Property or to the manager of a public improvement district or a property owner's association with the written consent of the Director, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall not be released from its obligations to maintain any portion of the Non-standard Public Improvement Items without the express assumption of the obligations as to such portion by an approved assignee for the balance of the term of this Agreement.

SECTION 11. TERMINATION OF AGREEMENT

City reserves the right to terminate this Agreement for convenience upon ninety (90) days advance written notice. Notwithstanding the foregoing, City may terminate this Agreement without any notice if City finds that the public interest, safety, health, or comfort requires it.

SECTION 12. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Exhibit E

Executed this ____ day of _____, 20____, as authorized by City Council Resolution Nos. [ENTER NUMBERS]

CITY OF DALLAS
A.C. GONZALEZ ,
City Manager

APPROVED AS TO FORM:
WARREN M. S. ERNST,
City Attorney

By: _____
Ryan S. Evans
Assistant City Manager

By: _____
Assistant City Attorney

RECOMMENDED BY DIRECTOR:

Frank Karl Zavitkovsky
Office of Economic Development

DEVELOPER:
RWI Green Development LLC,
a Texas limited liability company

ATTEST:

By: _____

[ENTER NAME]
[ENTER TITLE]

Secretary

EXHIBITS

- Exhibit A-1** Premises
- Exhibit B** Insurance Requirements

Exhibit E

151606

**EXHIBIT A
SITE PLAN OF THE PREMISES**

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151606

Exhibit E

**EXHIBIT B
INSURANCE REQUIREMENTS**

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151606

Exhibit F

CITY OF DALLAS

Business Inclusion and Development Affidavit

It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement and professional services contracts. The City and its contractors shall not discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development Plan (BID Plan) for all City of Dallas contracts.

M/WBE Participation Goals

The BID Plan establishes subcontracting goals and requirements for all prospective bidders to ensure a reasonable degree of M/WBE meaningful business inclusion and participation in City contracts. It is the goal of the City of Dallas that a certain percentage of work under each contract be executed by one or more M/WBEs. For the purpose of participation percentages, the City of Dallas does not include amounts paid to the prime by the sub contractor.

On May 14, 1997 the City Council adopted the following M/WBE participation goals without consideration for a specific ethnicity or gender (Resolution Number 97-1605):

<u>Construction</u> 25.00%	<u>Architectural & Engineering</u> 25.66%	<u>Other Professional</u> 36.30%	<u>Other Services</u> 23.80%	<u>Goods</u> 18.00%
-------------------------------	--	-------------------------------------	---------------------------------	------------------------

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" or "responsible" bidder.

By signing below, I agree to provide the City of Dallas, Business Development & Procurement Services department with a completed copy of all required forms provided within the Business Inclusion and Development document package. I understand that, for the purpose of M/WBE subcontracting participation, any amounts paid to the prime from the sub contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Bid Number: _____ Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



**CITY OF DALLAS
ETHNIC WORKFORCE COMPOSITION REPORT**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Company name: _____

Address: _____

Bid #: _____

Telephone Number: _____ - _____ - _____ Ext. _____

Email Address: _____

For Goods/Services
Please complete the following sections based on the ethnic composition of the (location) entity which is listed on the signature page, for RFB form BDPS-FRM-116, for RFCSP form BDPS-FRM-134
For Construction/Architectural & Engineering the referenced forms do not apply.

Employee Classification	Total No. Employees		White		Black		Hispanic		Other	
	Male	Female	M	F	M	F	M	F	M	F
Administrative/ Managerial										
Professional										
Technical										
Office/Clerical										
Skilled										
Semiskilled										
Unskilled										
Seasonal										
Totals:										

Officer's Signature

Title

Typed or Printed Name

Date



Exhibit F
CITY OF DALLAS
CONTRACTOR'S AFFIDAVIT
SCHEDULE OF WORK AND ACTUAL PAYMENT FORM

Project Name: _____ Bid/Contract #: _____

Instructions:

- Column 1: List type of work to be performed by Prime and 1st tier subcontractors.
- Column 2: City of Dallas Vendor Number for Prime and Subcontractors/Suppliers (If none, register online: www.bids.dallascityhall.org). ALL Prime and Subcontractors/Suppliers must be registered with the City of Dallas.
- Column 3: List name of firm; M/WBE Certification Number (if applicable).
- Column 4: List firm(s); contact name; address; telephone number.
- Column 5: List ethnicity of firm(s) owner as B=African American; H=Hispanic; I=Asian Indian; N=Native American; P=Asian Pacific; W=Woman; NON=other than M/WBE.
- Column 6: Indicate firm's location as L=local (within Dallas county limits); N=Non-local (Outside Dallas county limits).
- Column 7: Indicate dollar amount of value of work for the Prime contractor, subcontractors, and suppliers.
- Column 8: Indicate percentage of total contract amount.
- Column 9: Indicate total payments to date.
- Column 10: Indicate payments during current pay period.

Type of Work [1]	City of Dallas Vendor Number [2]	Name of Firm & M/WBE Certification (if Applicable) [3]	Contact Name Address, City, State, Zip & Tel. Number [4]	Type of Firm [5]	L or N [6]	Value of Work (\$) [7]	Percent (%) [8]	Payments to Date (\$) [9]	Payment this Period (\$) [10]
							#VALUE!		
Notes:									
							#DIV/0!		
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Notes:									



Exhibit F

CITY OF DALLAS
SUBCONTRACTOR INTENT FORM

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

TO: City of Dallas DATE: _____
Business Development & Procurement Services

Project Name: _____ Bid # _____

_____ will provide the following

_____ M/WBE Subcontractor on the project

good(s)/service(s): _____

to _____
_____ Prime Contractor on the project

M/WBE subcontractor is currently certified by the following agency: _____

M/WBE Certification Number: # _____
Certification must be kept current / valid for the entire duration of this contract. Failure to comply with this provision could be subject to removal from contract.

For the purpose of M/WBE subcontracting participation, the City of Dallas does not include amounts paid to the prime by the sub-contractor.

Total Contract Amount for prime \$ _____

M/WBE/DBE Sub Participation Amount \$ _____ %

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the City of Dallas contract. The undersigned understands that, for the purpose of M/WBE subcontracting participation, any amounts paid to the prime from the sub contractor should not be included in the above listed participation amount. Finally, before any subcontractor changes are made, the prime contractor must submit to the Business Inclusion and Development Group for approval, a Change of M/WBE subcontractor/supplier form prior to any changes. Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.

Officer's Signature (Prime Contractor)

Officer's Signature (M/WBE/DBE Subcontractor)

Printed Name (Prime Contractor)

Printed Name (M/WBE/DBE Subcontractor)

Title (Prime Contractor)

Title (M/WBE/DBE Subcontractor)

Date

Date



Exhibit F

**CITY OF DALLAS
Business Inclusion and Development Documentation Form**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name

Bid #:

Firm Name and Address:

1. Did you meet with a staff member of Business Development and Procurement Services (BDPS)?

Please make a selection:

Name of staff member:

2. Did you utilize a current M/WBE directory from the City's BDPS ResourceLINK Team for this project?

Please make a selection:

Date of Listing:

3. Did you provide plans and specifications, bids or proposals to potential M/WBEs or information regarding the location of plans and specifications, bids, or proposals for this project?

Please make a selection:

4. If M/WBE bids and proposals were received and rejected, you must attach documentation of the received bid and the reason for rejection? (i.e. letters, memos, telephone calls, meetings, etc.)

5. Complete the attached Documentation Form(s) to further explain good faith efforts to obtain M/WBE participation on this project. If there is written documentation of efforts with the M/WBEs who responded affirmatively to the bidder's written notice please attach documentation (i.e. quotes, or e-mails).

151606

Exhibit F

Exhibit F



**CITY OF DALLAS
Business Inclusion and Development Documentation Form**

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name #: _____

Bid #: _____

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer's Signature: _____ Title: _____ Date: _____

151606

Printed Name: _____ Exhibit F

Date: _____

Exhibit F



CITY OF DALLAS
Business Inclusion and Development Documentation Form

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name & Bid/Contract #: _____ #: _____

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form below if additional space is needed. **Intentional misrepresentation could result in criminal prosecution.**

Officer's Signature: _____ Title: _____ Date: _____

151606

Printed Name: _____ Exhibit F

Date: _____



151606

**Exhibit F: CITY OF DALLAS
CHANGE OF M/WBE SUBCONTRACTOR/SUPPLIER FORM**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Prime Contractor: _____		Officer's Signature: _____		
Address: _____ _____		Telephone: _____ - _____ Ext.		
Project Name: _____		Bid # : _____	Date: _____	
Project Manager Approval: _____				
BID Compliance Approval: _____				
Current Subcontractor: _____ Certification #: _____				
Scope of Work: _____				
Please indicate reason for change by checking one or more of the following boxes:				
<input type="checkbox"/> Increase or Decrease in the Scope of Work				
<input type="checkbox"/> Poor performance by the subcontractor, sub-consultant, vendor, or supplier				
<input type="checkbox"/> Subcontractor is unable or unwilling to perform the work				
<input type="checkbox"/> Subcontractor does not have the equipment or workforce to perform the work				
<input type="checkbox"/> Other (please explain): _____				
Date Subcontractor Notified of Change: _____				
Representative that notified Subcontractor: _____				
Original Amount (\$)	% of Total	Revised Amount (\$)	% of Change	Net Effect on Total (\$)

Next steps:

- 1. E-mail this completed form prior to execution of any changes to City of Dallas Business Inclusion and Development Staff at gfe@dallascityhall.com and Project manager for their signature and final approval.**

Failure to comply with this provision could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.

**Exhibit G
Quarterly Project Status Report**

Prepared by:

Project name: Bishop Arts Project Phase I

Report period:

Required project start date:

Actual project start date:
(attach permits as applicable)

Required completion date:

Current expected completion date:
(attach Certificate of Occupancy and/or Certificates of Acceptance as applicable)

Number of units completed:

Briefly describe project progress during this period:

Which documents did you submit to the City of Dallas Business Development & Procurement Services? When? (attach copies as applicable)

Which documents did you submit to the City of Dallas Fair Housing Department? When? (attach copies as applicable)

Describe any issues of concern with the City of Dallas (Office of Economic

Exhibit G: Quarterly Status Report

Development/Business Development & Procurement Services/ Fair Housing Department/Public Works and Transportation etc.)

Additional required attachments:

- 4-8 current construction progress pictures from four sides of the project.
- Updated private and public improvement cost schedules
- Updated pro forma

Submitted by:

Signature: _____

Printed name: _____

Date: _____

Exhibit H
TIF Increment Allocation Policy
Oak Cliff Gateway TIF District
Approved by the TIF Board May 14, 2010
Amended September 21, 2012
Amended October 23, 2014

It is important for the City of Dallas to encourage as many projects as possible in the Oak Cliff Gateway TIF District (the "Oak Cliff Gateway TIF" or "District"). In that spirit, Oak Cliff Gateway TIF funds will be allocated to Developers (defined below) proportionately, based on the increment created by the Project (as defined below) and Related Projects/Developers (as defined below) within the District, after repayment of pre-existing development agreements.

Definitions:

Project (TIF-eligible) - development or redevelopment that adds taxable real property value at a particular site or is a space or facility of public benefit such as open space, trails or cultural facilities. A Project has been approved for TIF funds and all requirements set forth in the development agreement have been completed.

Developer – A person or entity that has completed all requirements for a TIF-eligible Project as set out in the fully executed development agreement for the Project.

Related Project/Developer – if a Developer or a Developer's affiliates (as defined in a development agreement) has other development or redevelopment projects in addition to a TIF-eligible Project, increment from those Related Project(s) may be included in Individual Increment for reimbursement of the TIF-eligible Project expenses. A Developer of a TIF-eligible Project must have at least 50% ownership in any Related Project. These requirements will be further specified in a development agreement where applicable.

Related Projects must create new taxable real property value for the District based on the following criteria:

- New development on previously vacant land or demolished structures.
- Redevelopment or major modification of an existing building if this results in an increased taxable value of 50% or more of the original building or any increase in the floor area of an original building if the expansion is over 50% for residential projects, over 65% for mixed-use projects, and over 75% for office/showroom projects.

Total Increment – the annual amount of increment deposited into the Oak Cliff Gateway TIF District fund from the participating jurisdictions.

Administrative Expenses – the City will take a share of TIF revenue from this District for the amount it bills to the District for costs necessary for administration of the TIF District program, which may include charges from other departments, each year.

District-Wide Improvements – 15% of the OCG Increment (until expiration of the OCG Sub-district; thereafter, starting in 2028, 15% of the Bishop/Jefferson Increment) will be set aside for District-Wide Improvements, defined as 1) improvements that are not specific to a single development site, such as gateways, trails, open space, public facilities, or utility/streetscape

improvements benefiting multiple properties or blocks; 2) utility burial and/or streetscape improvements at any location in the District as approved by the Board; and 3) improvements or Projects that help to spur additional development in an under-served area of the District. District-Wide Improvements may be in any area of the District.

Individual Increment – the portion of the increment that a Project or Related Project creates each year

OCG Shared Increment – the OCG Increment less (1) Administrative Expenses, (2) a set-aside for District-Wide Improvements if applicable, and (3) the sum of the Individual Increments of all eligible Projects in the Oak Cliff Gateway Sub-district.

Bishop/Jefferson Shared Increment – the Bishop/Jefferson Increment less the sum of the Individual Increments of all Projects in the Bishop/Jefferson Sub-district

Available Cash - cash in the Oak Cliff Gateway TIF fund that is not already allocated, encumbered, or otherwise set aside for other purposes.

Procedure:

The District was amended in 2014 to create two sub-districts, each to create and reimburse its own increment, with a few board-approved exceptions. Therefore, a Project in the Oak Cliff Gateway Sub-district will be eligible for reimbursement from funds created within the Oak Cliff Gateway Sub-district, and a Project in the Bishop/Jefferson Sub-district will be eligible for reimbursement from funds created within the Bishop/Jefferson Sub-district. Administrative Expenses will be paid entirely from the Oak Cliff Gateway Sub-district until the Oak Cliff Gateway Sub-district expires.

Annually, after the Total Increment has been deposited in the TIF fund, the fund will pay or set aside Administrative Expenses and the amount allocated for District-Wide Improvements (as described below). After Administrative Expenses and any District-Wide Improvement allocations have been paid or set aside, Developers approved for TIF funding from the Oak Cliff Gateway TIF will be eligible to receive their Individual Increment.

In addition to their Individual Increment, Developers will be eligible to receive a portion of any Shared Increment from within their sub-district. The Shared Increment allotted to an eligible Developer shall be a ratio of an eligible Developer's Individual Increment to the sum of the Individual Increments for all Projects eligible for reimbursement in that sub-district for that year.

Dallas Central Appraisal District (DCAD) certified values for each tax year, including the base year for the District, will be the data source used to determine values for the increment allocation procedure. Shared Increment will be allocated only to Projects that have been completed by May 1st of a given year, as evidenced by City approval of all supporting documents required in the development agreement. The City's Director of Economic Development will make the final determination in applying future available revenues in the TIF Fund among Projects.

Projects completed after May 1 will be eligible for TIF funding upon completion of all supporting documents provided that 1) unallocated increment revenue (Cash Available) is available in the District fund and 2) no other projects are complete.

Pre-existing Agreements

The Oak Cliff Gateway TIF District has two pre-existing development agreements. This Increment Allocation Policy does not affect the following development agreement:

- Development agreement for 1335 North Zang Boulevard, Zang Triangle, approved by City Council on November 9, 2009, by Resolutions Nos. 09-2816 and 09-2817. This Project shall be reimbursed according to its development agreement, which states the Developer is eligible for its own Individual Increment and 100% of the Shared Increment after administrative expenses only.

This increment allocation policy clarifies the funding allocation for the following development agreement:

Development agreement for 323 and 333 East Greenbriar Lane, Alexan Trinity, approved by City Council on November 14, 2012 by Resolutions 12-2783 and 12-2784. This project (when complete) shall be reimbursed according to its development agreement, which states the developer is eligible for increment per the Increment Allocation Policy in place at the time. Accordingly, upon completion, Alexan Trinity will be eligible for its own Individual Increment until Zang Triangle is completely reimbursed. Thereafter, until Alexan Trinity is completely reimbursed, Alexan Trinity will be eligible for its own Individual Increment plus a pro rata share of the OCG Shared Increment.

Each Project approved after the adoption of this increment policy will be eligible for its own Individual Increment. Developers will be eligible to receive a portion of any Shared Increment from their respective sub-district after Zang Triangle's agreement is satisfied.

For example, a Project in the Oak Cliff Gateway Sub-District (OCG) will be eligible for its own Individual Increment until Zang Triangle is completely reimbursed. After that point, the OCG Project will be eligible for its own Individual Increment plus a pro-rata portion of any Shared Increment created within the OCG Sub-district. Likewise, a Project in the Bishop/Jefferson Sub-district will be eligible for its own Individual Increment until Zang Triangle is completely reimbursed. After that point, the Bishop/Jefferson project will be eligible for its own Individual Increment plus a pro-rata portion of any Shared Increment created within the Bishop/Jefferson Sub-district only.

Please see Attachment A for examples of the increment allocation process for these pre-existing development agreements and future development projects receiving TIF funding in the future.

District-Wide Improvement Set-Aside

The TIF Board will set aside 15% of the Oak Cliff Gateway Increment for District-Wide Improvements after administrative expenses and obligations to Zang Triangle have been satisfied. Specific improvement projects are to be determined and the amount of this set aside will be reviewed annually based on updated financial projections and District needs. After the termination of the Oak Cliff Gateway Sub-district, 15% of the Bishop/Jefferson Sub-district will be set aside for District-Wide Improvements.

Catalyst Priority Project

The Bishop Arts Village Phase I project is being viewed as an important catalyst project for the Bishop/Jefferson Sub-district. As such it will be eligible for the following:

- Its own Individual Increment
- Its pro-rata share of Bishop/Jefferson Shared Increment per this allocation policy (after Zang Triangle is reimbursed)
- Up to 2/3 of the District Wide Set Aside (after Zang Triangle is reimbursed) until the Bishop Arts Village Phase I project is fully reimbursed.

Notes:

In general, the assignment of increment will be done annually, after each participating jurisdiction has deposited its annual increment into the TIF fund. However, upon completion of a Project, developers are eligible to be reimbursed for TIF eligible expenditures from Available Cash currently in the TIF fund, if any.

If the appraised value of the remaining property in the District decreases in value despite new development and as additional TIF Projects are approved and completed, the TIF subsidy for Projects that year may be reduced or unpaid. Similarly, if the sum of (1) Administrative Expenses, (2) District-Wide Improvements, and (3) the sum of the Individual Increments is greater than the Total Increment, then the Individual Increments shall be allotted on a proportional basis based on the ratio of each Developer's Individual Increment to the sum of the Individual Increments for that year. If there is no revenue available after Administrative Expenses and the District Wide Set Aside, there will be no increment payments that year.

At its discretion, the Oak Cliff Gateway TIF Board may make modifications or corrections to this Policy to increase its effectiveness.

Attachment A – Sample Illustration of Increment Allocation Process

Example 1 - Zang Triangle			
OCG Sub-district		Bishop/Jefferson Sub-district (no projects)	
Total Increment*	\$1,000,000	Bishop/Jefferson Increment*	\$0
Administrative Expenses	\$75,000		
Zang Triangle	\$925,000		
Cash available	\$0		

*all increment (minus admin and other projects' Individual Increment) flows to Zang Triangle until it is completely reimbursed

Example 2 – Zang, OCG Project B, and Bishop/Jefferson Project 1			
OCG Sub-district		Bishop/Jefferson Sub-district	
Total Increment*	\$1,000,000	Project 1 Individual Increment	\$175,000
Administrative Expenses	\$75,000		
Project B Individual Increment	\$80,000		
Zang Triangle	\$845,000		
Cash available	\$0		

*all increment (minus admin and other projects' Individual Increment) flows to Zang Triangle until it is completely reimbursed

Example 3 - OCG Project B and Bishop/Jefferson Project 1			
OCG Sub-district		Bishop/Jefferson Sub-district	
OCG Increment	\$1,000,000	Bishop/Jefferson Increment	\$225,000
Administrative Expenses	\$75,000	Project 1 Individual Increment	\$175,000
District Wide Improvements	\$150,000	Project 1 Shared Increment	\$50,000
Project B's Individual Increment	\$80,000		
Project B's portion of shared	\$695,000		
Cash available	\$0	Cash available	\$0

Example 4 - Project OCG Project B and C and Bishop/Jefferson Project 1 and 2			
OCG Sub-district		Bishop/Jefferson Sub-district	
Total Increment	\$1,000,000	Bishop/Jefferson Increment	\$500,000
Administrative Expenses	\$75,000	Project 1 Individual Increment	\$175,000
District Wide Improvements	\$150,000	Project 2 Individual Increment	\$175,000
Project B's Individual Increment	\$80,000	Project 1 Shared Increment	\$75,000
Project C's Individual Increment	\$160,000	Project 2 Shared Increment	\$75,000
Project B's portion of shared*	\$181,900		
Project C's portion of shared*	\$353,100	Cash available	\$0

*Project C is worth more than Project B in this example

Project 2 is worth the same as Project 1 in this example