

STATE OF TEXAS	§	FUNDING AGREEMENT BETWEEN
	§	THE CITY OF SAN ANTONIO, BOARD
	§	OF DIRECTORS FOR TAX INCREMENT
	§	REINVESTMENT ZONE #30 AND THE
	§	WESTSIDE DEVELOPMENT
	§	CORPORATION FOR THE WESTSIDE
	§	ECONOMIC DEVELOPMENT
COUNTY OF BEXAR	§	STRATEGIC PLAN

This Funding Agreement (“Agreement”), is entered into by and between the City of San Antonio (“City”), a Texas Municipal Corporation, the Board of Directors (“Board”) for Tax Increment Reinvestment Zone Number Thirty, City of San Antonio, Texas, pursuant to City Ordinance No. 2020-_____, and the Westside Development Corporation (“WDC” or “Grantee”), a Texas non-profit corporation. This Agreement refers to the City and the WDC collectively as the “Parties” and singularly as the “Party.”

RECITALS

WHEREAS, in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311 (the "Act"), the City through Ordinance No. 2008-12-11-1173 established Tax Increment Reinvestment Zone Number Thirty, San Antonio, Texas, known as the Westside TIRZ ("TIRZ"), to promote development and redevelopment which would not otherwise occur solely through private investment in the reasonably foreseeable future and created the Board and authorized the Board to exercise all the rights, powers, and duties as provided to such boards under the Act; and

WHEREAS, the City and the Board recognize the importance of their continued role in development activities and actively participate in funding of projects that enhance the value of all the taxable real property in the TIRZ and benefit the City; and

WHEREAS, on October 6, 2020, Grantee applied for funding from the City’s Tax Increment Financing (“TIF”) Program in order to undertake the development of an economic development strategic plan for the near west side of San Antonio, which will assess the economic conditions of the area and recommend equitable strategies to stimulate economic activity; and

WHEREAS, in accordance with Section 311.010 (b) of the Act, the Board is authorized to enter into agreements to dedicate revenue from the tax increment fund to pay for any project costs that benefit the TIRZ; and

WHEREAS, on December 15, 2020 the Board adopted Resolution T30 2020-12-15-02R attached and incorporated into this Agreement as **Exhibit A**, authorizing approval of the execution of this Agreement to provide a funding commitment in an amount not to exceed ONE HUNDRED TEN

THOUSAND DOLLARS AND NO CENTS (\$110,000.00) in reimbursable TIRZ funds for costs related to the Westside Economic Development Strategic Plan; and

WHEREAS, pursuant to said authority above, the Parties hereby enter into a binding agreement to undertake the project. **NOW THEREFORE**,

In consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, the Parties severally and collectively agree, and by the execution hereof are bound, to the performance and accomplishment of tasks hereinafter described.

ARTICLE I. AGREEMENT PURPOSE

- 1.1 Grantee shall undertake the Project which is anticipated to benefit the City, enhance the value of all the taxable real property in the TIRZ, and promote economic development which would not otherwise occur solely through private investment in the reasonably foreseeable future.

ARTICLE II. TERM

- 2.1 **TERM.** The term of this Agreement shall be from the Effective Date through the earlier of (1) completion of the Project or (2) termination of the TIRZ, or (3) termination of this Agreement as provided for herein.

ARTICLE III. DEFINITIONS

- 3.1 **Agreement, City, Board, and Grantee** – Shall have the meaning specified in the preamble of this document.
- 3.2 **Act** – Means the Tax Increment Financing Act, Texas Tax Code Chapter 311, as may be amended from time to time.
- 3.3 **Administrative Costs** – Means the reasonable costs incurred directly and/or indirectly by the City for the administration of the TIF Program.
- 3.4 **Adversarial Proceedings** – whether or not capitalized, means any cause of action involving this Agreement filed by Grantee against the City in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings, including arbitration.
- 3.5 **Available Tax Increment** – Means available tax increment above the Westside TIRZ Base Value, distributed in accordance with the order of priority of payment of the TIRZ.
- 3.6 **Base Value or Base Year** – the Ad Valorem tax value of the Westside TIRZ as calculated by Bexar County Appraisal District's 2020 assessment.
- 3.7 **Effective Date** – means the date that is listed on the signature page of this Agreement.

- 3.8 **Finance Plan** – means the Westside TIRZ Finance Plan, as defined in the **Act**, and approved and amended from time to time by the Board and the City, which is incorporated by reference into this document as if set out in its entirety, for all purposes.
- 3.9 **Force Majeure** – means any event beyond the control of a party and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent that event or circumstance, including, without limitation, acts of God, fire, flood, storm, earthquake, accident, war, rebellion, insurrection, riot, or invasion.
- 3.10 **Person** – means an individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.
- 3.11 **Project** – Has the meaning found in Section 5.1 of this Agreement.
- 3.12 **Project Costs** – Has the meaning found in the **Act**, Section 311.002. Project Costs are limited to expenses approved by the Board within the TIRZ boundary, incurred after full execution of this agreement.
- 3.13 **Project Plan** – means the Project Plan as defined in the **Act** for the Westside TIRZ as approved and periodically amended by the Board and the City and incorporated by reference for all purposes into this document as if set out in its entirety.
- 3.14 **Project Schedule** – The specific timetable for completing the Project, which Grantee shall commence as stated in Section 5.1 and shall use commercially reasonable efforts to complete, subject to delays caused by Force Majeure and any provision pursuant of this Agreement. The schedule is set out in greater detail in **Exhibit B, Proposal**.
- 3.15 **Project Status Report** – means the document the Grantee prepared and submitted in accordance with this Agreement’s requirements and **Exhibit E**, attached and incorporated herein, for all purposes.
- 3.16 **Study Area** – means the real property within the 15-square mile area served by Westside Development Corporation, more accurately depicted in Exhibit C, located in San Antonio, Texas, 78207 and within the TIRZ in City Council District 5.
- 3.17 **Tax Increment** – Has the meaning found in the **Act**, Section 311.012. Tax Increment applies only to taxable real property within the TIRZ.
- 3.18 **TIF** – means Tax Increment Financing.
- 3.19 **TIRZ Fund** – means the City’s portion of the fund created by the City for the deposit of Tax Increment for the Zone, entitled “Reinvestment Zone Number Thirty, City of San Antonio, Texas.”

- 3.20 **TIF Division** – means the division of the City’s Neighborhood & Housing Services (or successor) Department responsible for the management of the City's Tax Increment Financing Program.
- 3.21 **TIRZ** – means Tax Increment Reinvestment Zone Number Thirty, City of San Antonio, Texas, known as the Westside TIRZ.

Singular and Plural: Words used in the singular, where the content so permits, also include the plural and vice versa, unless otherwise specified.

ARTICLE IV. REPRESENTATIONS

When a project has both private and public benefits, only that portion that has a public benefit may be funded by the City.

- 4.1 CITY’S AUTHORITY. City represents that it is a home rule municipality located in Bexar County, Texas, and has authority to carry out the obligations contemplated by this Agreement.
- 4.2 BOARD’S AUTHORITY. The Board represents that the TIRZ, as established pursuant to City Ordinance No. 2008-12-11-1173 has the authority, through the Board Chair’s affixed signature to this Agreement, to carry out the functions and operations contemplated by this Agreement.
- 4.3 GRANTEE’S AUTHORITY. Grantee represents that it has the right to enter into this Agreement and perform the requirements set forth herein. The Grantee’s performance under this Agreement shall be lawful and shall not violate any applicable judgment, order, or regulation nor result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City or the Board, except that this Agreement shall constitute a claim against the TIRZ Fund only from Available Tax Increment to the extent provided herein. Grantee shall have sufficient capital, from one or more sources selected by Grantee, including but not limited to the financing of the Project, to perform all of its obligations under this Agreement when it needs to have said capital.
- 4.4 NO INCREMENT REVENUE BONDS. Neither the City nor the Board will issue any tax increment revenue bonds to cover any costs directly or indirectly related to Grantee’s work under this Agreement.
- 4.5 REASONABLE EFFORTS. Each party to this Agreement will cooperate and make reasonable efforts to expedite the subject matter hereof and acknowledge that successful performance of this Agreement requires their continued cooperation.
- 4.6 CONSENTS. Each party to this Agreement represents that the execution, delivery, and performance of this Agreement requires no consent or approval of any person that has not been obtained.

- 4.7 DUTY TO COMPLETE. Each party to this Agreement understands and agrees that Grantee shall ensure the successful completion of all work at no additional cost to the City and/or the TIRZ beyond the maximum TIRZ funding, in accordance with the terms of this Agreement.
- 4.8 NO INTERLOCAL AGREEMENTS. Each party to this Agreement understands and agrees that the City is the only participating taxing entity contributing 90% of the tax increment to the TIRZ Fund for this Project, and therefore, no other agreements are necessary with any other public entity to make this Agreement effective.
- 4.9 GRANTEE BEARS THE RISK. Grantee understands and agrees that any expenditure made by Grantee in anticipation of reimbursement of TIRZ Funds shall not be, nor shall be construed to be, the financial obligations of the City. Grantee bears all risks associated with reimbursement, including, but not limited to incorrect estimates of tax increment, changes in tax rates or tax collections, changes in law or interpretations thereof, changes in interest rates or capital markets, changes in building and development code requirements, changes in City policy, and unanticipated effects covered under legal doctrine of force majeure. Any contribution made by Grantee in anticipation of reimbursement from the TIRZ Fund shall never be an obligation of the City's General Fund, but are only obligations of the TIRZ Fund, and are subject to limitations herein.
- 4.10 RIGHT TO ASSIGN PAYMENT. Grantee may rely upon the payments to be made to Grantee out of the TIRZ Fund as specified in this Agreement and Grantee may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement as per Section 16.5 hereof, but the Grantee's right to such payments is subject to the other limitations of this Agreement. Notwithstanding the foregoing, the City shall issue a check or other forms of payment made payable only to Grantee or its permitted assignee.

ARTICLE V. THE PROJECT

- 5.1 PROJECT. The Project consists of the undertaking and completion of a study to analyze the economic conditions of near westside and the development of a strategic plan (the "Inclusive Growth Strategy") for the area, consisting of the 15-square mile area served by Westside Development Corporation (the "Study Area"), more accurately depicted in Exhibit C, located in San Antonio, Texas, 78207, within the TIRZ, and in City Council District 5. The Project shall include the tasks and deliverables set forth in the proposal, attached hereto and incorporated for all purposes as **Exhibit B**. The Project shall draw upon national best practices of similarly positioned communities. The Project shall incorporate input from area stakeholders, organizations, employers, residents, non-profits, developers and other institutions through interviews and conversations, as well as researched and collected data, to ascertain the economic challenges and opportunities of the Study Area.

Following assessment, the developed plan shall recommend a strategy to:

- stimulate economic activity, to include attraction of additional investment and job creation
- support and strengthen small businesses for future resiliency and recovery after COVID-19
- focus on equitable economic development strategies that provide a net positive benefit to existing residents and businesses to mitigate displacement and facilitate wealth-building

Upon completion of the plan, the WDC shall focus its efforts on implementation over the next 5 years. The Project is anticipated to commence on or around March 1, 2020 and be completed no later than September 30, 2021.

- 5.2 SATISFACTORY WORK. All work performed by Grantee hereunder shall be performed to the satisfaction of City and Board, as determined solely by the Director of Neighborhood Housing Services (“Director”). The determination made by Director shall be final, binding and conclusive on all Parties hereto. The TIRZ shall be under no obligation to pay for any work performed by Grantee, which is not satisfactory to Director. City and Board shall have the right to terminate this Agreement, in accordance with Article 15 entitled “Termination,” in whole or in part, should Grantee’s work not be satisfactory to Grantee; however, Grantee shall have no obligation to terminate and may request return of payment for any unsatisfactory work, as stated herein, even should the City and the Board elect not to terminate.
- 5.3 PRIVATE FINANCING. The cost and all expenses associated with the Project shall be funded by Developer’s own capital or through commercial or private loans/lines of credit obtained by Developer.
- 5.4 REIMBURSEMENT. Reimbursement of TIRZ Funds are subject to availability and priority of payment and are not intended to reimburse all costs incurred in connection with the Project or expenses incurred by Developer for performance of the obligations under this Agreement. Neither the City nor the Board can guarantee that Available Tax Increment shall completely reimburse Developer. Available Tax Increment shall constitute the only source of reimbursement to Developer for the eligible Project Costs. Total reimbursement to Developer will not exceed ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (\$110,000.00) The Terms by which eligible Project Costs will be reimbursed are as follows:

5.4.1 Reimbursement will be made following delivery of both a satisfactory Final Strategic Plan Report and an invoice to TIF Division.

ARTICLE VI. DUTIES AND OBLIGATIONS OF GRANTEE

- 6.1 DISCRETIONARY PROGRAM. Grantee agrees that the TIF program is a discretionary program and that the City and the Board have no obligation to extend TIF to Grantee. However, the Board has agreed to support the Project, provided Grantee satisfies certain

terms and conditions, as further provided herein. Grantee agrees that as of the Effective Date, they have no vested rights under any regulations, ordinances or laws at the Project Site, and waive any claim to be exempt from applicable provisions of the current City Charter, City Code, City Ordinances, and state or federal laws and regulations.

- 6.2 COMPLIANCE. Grantee shall retain overall responsibility for the Project. Grantee shall comply and cause its subcontractors to comply with all applicable provisions of the City Charter, the City Code, and all applicable federal, state and local laws. Grantee shall cooperate with the City and the Board in providing all necessary information in order to assist the City in determining Grantee's compliance with this Agreement.
- 6.4 COMMENCEMENT OF WORK. From the Effective Date of this Agreement forward, Grantee shall not commence any work on the Project receiving funding under this Agreement, until the plans and specifications have been approved by the appropriate City department and the requirements of all applicable federal, state, and local laws have been met.
- 6.7 DELAYS. Grantee is responsible for the Project's completion, which shall be completed no later than September 30, 2021. If the commencement or completion of the Project is delayed by reason(s) beyond the Grantee's control (including, without limitation, events of Force Majeure), then at the reasonable discretion of the Director of the City's Neighborhood & Housing Services (or successor) Department, the commencement and completion deadlines set forth in this Agreement may be extended by no more than six (6) months. In the event that Grantee does not complete the Project substantially in accordance with the Project Schedule (or extended schedule), then, in accordance with Article XXII Changes and Amendments of this Agreement, the Parties may extend the deadlines in the Project Schedule, but not past the expiration of the TIRZ. If the parties cannot reasonably reach an agreement on the extension of the Project Schedule, or if Grantee fails to complete the Project in compliance with the revised Project Schedule, other than as a result of Force Majeure, this constitutes a material breach.
- 6.8 PAYMENT OF APPLICABLE FEES. Grantee is responsible for paying Project costs of all applicable permit fees and licenses which have not been lawfully waived to the City and all governmental agencies.
- 6.10 QUARTERLY STATUS AND COMPLIANCE REPORTS. Upon the commencement and throughout the duration of the Project, Grantee shall submit to the City's TIF Division Project Status Reports (See Sections 3.15), on a quarterly basis or, as requested by the City, to demonstrate project progress in accordance with the requirements of this Agreement, utilizing the Status Report Form, attached hereto as **Exhibit E**.
- 6.11 INSPECTION. Grantee shall allow the City and the Board reasonable access to documents and records considered necessary to assess the Project and Grantee's compliance with this Agreement. If a monitoring report notes deficiencies in Grantee's performances under the terms of this Agreement, the monitoring report shall include a listing of requirements for the correction of such deficiencies by Grantee and a reasonable amount of time in which to attain compliance. Failure by Grantee to take action specified in the monitoring report

within a reasonable amount of time may be cause for termination of this Agreement, in accordance with Sections 11 herein.

ARTICLE VII. DUTIES AND OBLIGATIONS OF CITY AND BOARD

- 7.2 PLEDGE OF FUNDS. The City and the Board pledge to use available Tax Increment funding from increment levied and collected from the Westside TIRZ, as reimbursement to Grantee for approved and eligible Project Costs, up to the Maximum Reimbursement Amount and termination of the TIRZ.
- 7.3 COORDINATION OF BOARD MEETINGS. The City and the Board hereby agree that 1) all meetings of the Board as well as all administrative functions shall be coordinated and facilitated by the TIF Division; and 2) all notices for meetings of the Board shall be drafted and posted by City staff, in accordance with the City Code and state law. TIF Division authority also extends to control of the Board Agenda in conjunction with established City policy.
- 7.4 ELIGIBLE PROJECT COSTS. TIF Division staff will review Developer submitted invoices for reimbursement and submit eligible expenses to the Board. The Board shall consider for approval Developer's request(s) for reimbursement of City taxes paid within the Westside TIRZ.

ARTICLE VIII. COMPENSATION TO GRANTEE

- 8.1 MAXIMUM COMPENSATION TO GRANTEE. Following the Board's authorization, Developer shall receive total reimbursements, as specified in Section 5.4 of this Agreement, of a maximum of ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (\$110,000.00) on eligible Project Costs. Developer understands that any amendments to the maximum amount of reimbursement herein are prohibited and any request for further incentives beyond this set amount shall require a new application.
- 8.2 PROCESSING OF PAYMENT. Board-authorized reimbursements of Available Tax Increment Funds shall be made solely to Developer, and shall not be unreasonably denied provided that the City has no active claim for reimbursement under this section. Payment of Available Tax Increment Funds shall be made solely to Grantee, following execution of this Agreement and upon submission of a valid invoice to the TIF Division.
- 8.3 PRIORITY OF PAYMENT. The Parties agree that the TIRZ Fund will reimburse Grantee for Projects Costs in the order of priority of payment for the TIRZ.
- 8.4 SOURCE OF FUNDS. The sole source of the funds to reimburse Grantee shall be the Available Tax Increment levied and collected on the real property located in the TIRZ and contributed by the participating taxing entity to the TIRZ Fund.
- 8.5 PARTIAL PAYMENTS. If Available Tax Increment does not exist in an amount sufficient

to make payments in full when the payments are due under this Agreement, partial payment shall be made in the order of priority required by Section 8.3 above, and the remainder shall be paid as tax increment becomes available. No fees, costs, expenses or penalties shall be paid to any party on any late or partial payment.

- 8.6 INVALID PAYMENTS. If any payment to Grantee is held invalid, ineligible, illegal or unenforceable under applicable federal, state or local laws, then and in that event, Grantee shall repay such payment in full to the City for deposit into the TIRZ Fund.

ARTICLE IX. INSURANCE

- 9.1 Grantee must require that the insurance requirements contained in this Article be included in all of its contracts or agreements with subcontractor where Grantee seeks payment under this Agreement, unless specifically exempted in writing by the City and/or the Board.
- 9.2 PROOF OF INSURANCE. Prior to commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and Certificate(s) of Insurance to the City's TIF Division, which shall be clearly labeled "**Westside TIRZ, Westside Economic Development Strategic Plan Project**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent authorized to bind coverage on its behalf. The City shall not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City at the same addresses listed in Section 17.1 of this Agreement. The City shall have no duty to pay/perform under the Agreement until such certificate(s) and their endorsements has been received and approved by the City. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement for the City.
- 9.3 REQUIRED TYPES AND AMOUNTS. Grantee's financial integrity is of the interest to the City and the Board, therefore, subject to the Grantee's right to maintain reasonable deductibles in such amounts as approved by the City, Grantee, Grantee's design consultants, and/or Grantee's contractor, shall maintain in full force and effect during the performance of the services provided herein and any extension hereof, at the Grantee's, Grantee's design consultants, or the Grantee's contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- or better by the A.M. Best Company and/or otherwise acceptable to the City, in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
<p>1. Workers' Compensation</p> <p>2. Employers' Liability</p>	<p><i>Statutory</i></p> <p>\$1,000,000.00</p>
<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <p>a. Premises/Operations</p> <p>b. Personal/Advertising Injury</p> <p>c. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability.</p> <p>d. Explosion, Collapse, Underground</p>	<p>For <u>Bodily Injury</u> and <u>Property Damage</u> of:</p> <p>\$1,000,000.00 per occurrence;</p> <p>\$2,000,000.00 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</p> <p>Coverage must include per project aggregate</p>
<p>4. Business Automobile Liability:</p> <p>a. Owned/leased vehicles</p> <p>b. Non-owned vehicles</p> <p>c. Hired Vehicles</p>	<p><u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000.00 per occurrence</p>
<p>5. Professional Liability (Claims-made basis)</p> <p>To be maintained and in effect for no less than two years subsequent to the completion of the professional service.</p>	<p>\$1,000,000.00 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services. Coverage to be maintained and in effect for no less than seven years subsequent to the completion of the professional service.</p>
<p>6. Umbrella or Excess Liability Coverage</p>	<p>\$5,000,000.00 per occurrence combined limit <u>Bodily Injury</u> (including death) and <u>Property Damage</u>.</p>

- 9.4 RIGHT TO REVIEW. The City reserves the right to review the insurance requirements during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance shall the City allow modification whereupon the City may incur increased risk.
- 9.5 REQUESTS FOR CHANGES. The City shall be entitled, upon request and without expense to receive copies of the policies, declaration page and all endorsements as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy term, condition, limitation, or exclusion (except where policy provisions are established by law or regulation binding upon either of the Parties, or the underwriter of any such policies). Grantee and/or Grantee's contractor shall comply with any such request and shall submit a copy of the replacement certificate of insurance to City within ten (10) days of the requested change. Grantee and/or Grantee's contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to the City and the Board at the addresses listed under Section 17.1 of this Agreement.
- 9.6 REQUIRED PROVISIONS AND ENDORSEMENTS. Grantee agrees that with respect to the above required insurance, all insurance contract policies, and Certificate(s) of Insurance will contain the following provisions:
- a. Name the City and its officers, officials, employees, volunteers, and elected representative as additional insureds as respects operations and activities of, or on behalf of, the named insured subject to this Agreement, with the exception of the workers' compensation and professional liability policies;
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio if the City is an additional insured shown on the policy;
 - c. Employers' liability policies will provide a waiver of subrogation in favor of the City; and,
 - d. Provide thirty (30) calendar days advance written notice directly to City at the same addresses listed in this Article of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for non-payment of premium.
- 9.7 CANCELLATIONS AND NON-RENEWAL. Within five (5) calendar days of a suspension, cancellation, non-renewal, or material change in coverage, Grantee and or Grantee's contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City at the same address listed in Section 17.1 of this Agreement. City shall have the option to suspend Grantee or Grantee's contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a breach of this Agreement and the City may exercise any and all available legal remedies.

- 9.8 CITY'S REMEDIES. In addition to any other remedies the City may have upon Grantee and/or Grantee's contractor for the failure to provide and maintain insurance or policy endorsements to the extent and within the time required, the City shall have the right, to order Grantee to stop work, and/or withhold any payment(s), which become due until Grantee and/or Grantee's contractor demonstrates compliance with the requirements.
- 9.9 RESPONSIBILITY FOR DAMAGES. Nothing in the Agreement shall be construed as limiting in any way the extent to which Grantee and/or Grantee's contractor may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractors' performance of the work covered under this Agreement.
- 9.10 PRIMARY INSURANCE. Grantee's insurance, Grantee's design consultants' insurance, and/or Grantee's contractor's insurance, each as the case may be, shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising under this Agreement.
- 9.11 GRANTEE'S OBLIGATION. Grantee agrees to obtain all insurance coverage with minimum limits of not less than the limits delineated under Section 9.3 of this Article from each general contractor of Grantee and Certificate of Insurance and Endorsements that names the Grantee and the City as an additional insured; provided, however, that the professional liability coverage shall be provided by Grantee's design consultants. It is understood and agreed that the insurance required is in addition to and separate from any other obligation in the Agreement. Grantee and any general contractors are responsible for all damages to their own equipment and/or property. Grantee must provide City current proof of insurance for all projects and applicable contracts and agreements executed pursuant to Agreement.

ARTICLE X. WORKERS COMPENSATION INSURANCE COVERAGE

- 10.1 Grantee shall comply with applicable Texas law related to worker's compensation.

ARTICLE XI. TERMINATION AND RECAPTURE

- 11.1 TERMINATION. For purposes of this Agreement, termination means the expiration of the term as provided by Article II, herein. In addition, the City and/or the Board may terminate this Agreement in the following manners: (1) Termination without Cause pursuant to Section 11.2, (2) Termination for Cause pursuant to Section 11.3, and (3) Termination by law pursuant to Section 11.4.
- 11.2 TERMINATION WITHOUT CAUSE. This Agreement may be terminated by mutual consent and a written agreement of the Parties. In such case, the Parties shall agree upon the reason(s) of such termination, the termination conditions, any proposed pay-back plan of disbursed funds, and the proposed effective date of such termination.
- 11.3 TERMINATION FOR CAUSE/DEFAULT. Upon written notice (a "Notice of Default") providing adequate identification of Grantee's failure to comply with any material term or

condition of this Agreement (a “Default”), which must be provided in accordance with **Article XVII. Notice of this Agreement**, the City and/or the Board shall have the right to terminate this Agreement for cause, in whole or in part, if Grantee fails to: cure such Default within any applicable notice and cure period.

- 11.3.1 NOTICE OF DEFAULT. After sending a written Notice of Default, the City will not distribute TIRZ funds to Grantee until the default is cured.
- 11.3.2 CURE. Upon written Notice of Default resulting from a Default, such Default will be cured within sixty (60) calendar days from the date of the Notice of Default (the “Cure Period”). In the case of Default, which cannot with due diligence be cured within such Cure Period, at the reasonable discretion of the Director of the City’s Neighborhood & Housing Services (or successor) Department, the Cure Period may be extended provided that Grantee will immediately upon receipt of Notice of Default advise the City and the Board of Grantee’s intent to cure such Default within the extended period granted. If there are no reasonable means to cure the Default, Grantee shall be informed of that conclusion and the facts leading to that conclusion in the Notice of Default. Said Notice of Default may also serve as a notice of termination of this Agreement (“Notice of Termination”).
- 11.3.3 FAILURE TO CURE. In the event Grantee fails to cure a Default within the Cure Period (or extended period), the City and the Board may, upon issuance to Grantee of a written Notice of Termination, terminate this Agreement in whole or in part. Such notification shall include the reasons for such termination, the effective date of such termination; and, in the case of partial termination, the portion of the Agreement to be terminated.
- 11.3.4 REMEDIES UPON DEFAULT. In the event of a termination pursuant to Section 11.3 for cause, the Parties shall have the right to seek any remedy in law to which they may be entitled, in addition to termination and repayment of funds, if a Party defaults under the material terms of this Agreement. Only in the event of a termination pursuant to this Section 11.3 for cause, the City and Board shall have the right to recapture all the disbursed funds pursuant to this Agreement and the Grantee shall repay all disbursed funds to the TIRZ Fund.
- 11.4 TERMINATION BY LAW. If any applicable state or federal law or regulation is enacted or promulgated which prohibits the performance of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 11.5 RECAPTURE. In the event of a termination pursuant to Section 11.3 for cause, or should any funds disbursed to Grantee not be spent in accordance with this Agreement, the City and/or the Board, shall have the right to recapture all disbursed funds made under this Agreement and Grantee shall repay disbursed funds as requested by the City and/or the

Board within sixty (60) days from the effective date of the Notice of Recapture. All recaptured funds made under this Agreement shall be deposited into the Westside TIRZ.

- 11.6 CLOSE-OUT. Regardless of how this Agreement is terminated, Grantee will effect an orderly transfer to City or to such person or entity as the City may designate, at no additional cost to the City, copies of all completed or partially completed documents, records, or reports, produced as a result of or pertaining to this Agreement, regardless of storage medium, if so requested by the City, or shall otherwise retain such documents, records or reports in accordance with Article XIV. Records. Only in the event of a termination pursuant to Section 11.3 for cause, reimbursement due to Grantee will be conditioned upon delivery of all such documents, records, or reports, if requested by the City. Within ninety (90) calendar days of the effective date of completion, or termination or expiration of this Agreement, Grantee shall submit to City and/or the Board all requests for reimbursement to the TIF Division through the effective date of termination. Only in the event of a termination pursuant to Section 11.3 for cause, failure by Grantee to submit requests for reimbursement within said ninety (90) calendar days shall constitute a waiver by Grantee of any right or claim to collect Available Tax Increment that Grantee may be otherwise eligible for pursuant to this Agreement.

ARTICLE XII. INDEMNIFICATION

- 12.1 **GRANTEE covenants and agrees TO FULLY INDEMNIFY AND HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), and the BOARD (and the officials, employees, officers, directors, and representatives of the BOARD), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, and/or upon the BOARD, directly or indirectly arising out of, resulting from or related to GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY and/or the BOARD, under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.**
- 12.2 **It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by GRANTEE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY, and**

the BOARD, from the consequences of the CITY'S and/or the Board's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City and/or Board is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City and/or the Board is the sole cause of the resultant injury, death, or damage. GRANTEE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND/OR THE BOARD AND IN THE NAME OF THE CITY AND IN THE NAME OF THE BOARD, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

ARTICLE XIII. LIABILITY

- 13.1 GRANTEE. As between the City, the Board, and Grantee, Grantee shall be solely responsible for compensation payable to any employee, contractor, or subcontractor of the Grantee, and none of Grantee's employees, contractors, or subcontractors will be deemed to be employees, contractors, or subcontractors of the City or the Board as a result of the Agreement.
- 13.2 CITY AND BOARD. To the extent permitted by Texas law, no director, officer, employee or agent of the City or the Board be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XIV. RECORDS

- 14.1 RIGHT TO REVIEW. Following reasonable, written notice to the Grantee, the City reserves the right to conduct, at its own expense, examinations, during regular business hours, the books and records related to this Agreement including such items as contracts, paper, correspondence, copy, books, accounts, billings and other information related to the performance of the Grantee's services hereunder. The City also reserves the right to perform any additional audits relating to Grantee's services, provided that such audits are related to those services performed by Grantee under this Agreement. These examinations shall be conducted at the offices maintained by Grantee.
- 14.2 PRESERVATION OF RECORDS. All applicable records and accounts of the Grantee relating to this Agreement, together with all supporting documentation, shall be preserved and made available in Bexar County, Texas by the Grantee throughout the term of this Agreement and for twelve (12) months after the termination of this Agreement, and then transferred for retention to the City at no cost to the City upon request. During this time, at Grantee's own expense, may require that any or all of such records and accounts be submitted for audit to the City or to a Certified Public Accountant selected by the City within thirty (30) days following written request.

- 14.3 DISCREPANCIES. Should the City discover errors in the internal controls or in the record keeping associated with the Project, Grantee shall be notified of such errors and the Parties shall consult on what steps may be necessary to correct such discrepancies within a reasonable period of time, not to exceed sixty (60) days after discovery. The Board shall be informed of the action taken to correct such discrepancies.
- 14.4 OVERCHARGES. If it is determined as a result of such audit that Grantee has overcharged for the cost of service, then such overcharges shall be immediately returned to the TIRZ Fund and become due and payable with interest at the maximum legal rate under applicable law from the date the City paid such overcharges. In addition, if the audit determined that there were overcharges of more than 2% of the greater of the budget or payments to Grantee for the year in which the discrepancy occurred, and the TIRZ Fund is entitled to a refund as a result of such overcharges, then Grantee shall pay the cost of such audit.

ARTICLE XV. NON-WAIVER

- 15.1 ACTIONS OR INACTIONS. No course of dealing on the part of the City, the Board, or the Grantee nor any failure or delay by the City, the Board, or the Grantee in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.
- 15.2 RECEIPT OF SERVICES. The receipt by the City of services from an assignee of the Grantee shall not be deemed a waiver of the covenant(s) in this Agreement against assignment or an acceptance of the assignee or a release of the Grantee from further performance by Grantee of the covenant(s) contained in this Agreement. No provision of this Agreement shall be deemed waived by the City unless such waiver is in writing, and approved by the City through an ordinance passed and approved by its City Council.

ARTICLE XVI. ASSIGNMENT

- 16.1 ASSIGNMENT BY CITY. The City and/or Board may assign their rights and obligations under this Agreement to any governmental entity the City creates, without prior consent of Grantee. If the City and/or Board assign their rights and obligations under this Agreement then the City and/or the Board shall provide Grantee written notice of assignment within thirty (30) days of such assignment.
- 16.2 ASSIGNMENT BY GRANTEE. Subject to Section 16.5 hereof, this Agreement is not assignable without written consent by the Board, as evidenced by Board Resolution, nor without written consent of City, as evidenced by the passage of a City Ordinance approving such assignment. This Agreement shall only be assigned after a qualified purchaser or assignee specifically agrees to assume all of the obligations of the Grantee under this Agreement. Any other attempt to assign the Agreement shall not relieve Grantee from liability under this Agreement and shall not release Grantee from performing any of the terms, covenants and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

- 16.3 WORK SUBJECT TO AGREEMENT. Any work or services referenced herein shall be by written contract or agreement and, unless the City grants specific waiver in writing, such written contract or agreement shall be subject by its terms, insofar as any obligation of the City is concerned, to each and every provision of this Agreement. Compliance by Grantee's contractor and/or subcontractors with this Agreement shall be the responsibility of Grantee.
- 16.4 NO THIRD PARTY OBLIGATION. The City and/or the Board shall in no manner be obligated to any third party except for permitted assignments pursuant to Sections 16.2, including any contractor, subcontractor, or consultant of the Grantee, for performance of work or services under this Agreement.
- 16.5 LENDING INSTITUTIONS. Any restrictions in this Agreement on the transfer or assignment of the Grantee's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. Grantee shall provide written notice to the City of all such assignments to a lending or other provider of capital. In no event, shall the City and/or the Board be obligated in any way to the aforementioned financial institution or other provider of capital. The City shall only issue a check or other form of payment to Grantee or its permitted assignee.
- 16.6 WRITTEN INSTRUMENT. Each transfer or assignment to which there has been consent, pursuant to Section 16.2 above, shall be by instrument in writing, in form reasonably satisfactory to the Board, and shall be executed by the transferee or assignee who shall agree in writing, for the benefit of the City and the Board, to be bound by and to perform the terms, covenants and conditions of this Agreement. Four executed copies of such written instrument shall be delivered to the TIF Unit. Failure to obtain, the Board's consent by resolution, or failure to comply with the provisions herein first, shall prevent any such transfer or assignment from becoming effective. In the event the Board approves the assignment or transfer of this Agreement, Grantee shall be released from such duties and obligations.
- 16.7 NO WAIVER. Except as set forth in Section 16.3 of this Agreement, the receipt by the City of services from an assignee of the Grantee shall not be deemed a waiver of the covenants in this Agreement against assignment or an acceptance of the assignee or a release of further observance or performance by Grantee of the covenants contained in this Agreement. No provision of this Agreement shall be deemed waived by the City unless such waiver is in writing, and approved by City Council in the form of a duly passed ordinance.
- 16.8 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the parties hereto and their permitted successors and assigns.

ARTICLE XVII. NOTICE

- 17.1 ADDRESSES. Any notice sent under this Agreement shall be written and mailed with

sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving Party at the following addresses:

THE CITY

City of San Antonio
City Clerk
Attn: Risk Management
Dept.
P.O. Box 839966
San Antonio, TX 78283-
3966

THE BOARD

Westside TIRZ
Attn: TIF Unit
1400 S Flores
San Antonio, TX 78204

GRANTEE

Westside Development Corporation
Attn: CEO
630 SW 41st
San Antonio, TX 78237

CHANGE OF ADDRESS. Notice of change of address by any Party must be made in writing and mailed to the other Parties within fifteen (15) business days of such change. All notices, requests or consents under this Agreement shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice shall be considered received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVIII. CONFLICT OF INTEREST

- 18.1 **CHARTER AND ETHICS CODE PROHIBITIONS.** The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- a. a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - b. an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
 - c. an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- 18.2 **CERTIFICATION.** Pursuant to the subsection above, Grantee warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Grantee does not

cause a City employee or officer to have a prohibited financial interest in the Contract. Grantee further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

ARTICLE XIX. INDEPENDENT CONTRACTORS

- 19.1 NO AGENCY. All Parties expressly agree that in performing their services, the Board and Grantee at no time shall be acting as agents of the City and that all consultants or contractors engaged by the Board and/or Grantee respectively shall be independent contractors of the Board and/or the Grantee. The Parties hereto understand and agree that the City and the Board shall not be liable for any claim that may be asserted by any third party occurring in connection with services performed by Grantee, under this Agreement unless any such claim is due to the fault of the City.
- 19.2 NO AUTHORITY. The Parties further understand and agree that no party has authority to bind the others or to hold out to third parties that it has the authority to bind the others.

ARTICLE XX. TAXES

- 20.1 DUTY TO PAY. Grantee shall pay, on or before the respective due dates, to the appropriate collecting authority all applicable Federal, State, and local taxes and fees which are now or may be levied upon any of the Grantee's property used in connection with this agreement, including employment taxes; subject to Grantee's right to protest taxes in accordance with applicable law. Grantee shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Grantee.

ARTICLE XXI. RESERVED

ARTICLE XXII. CHANGES AND AMENDMENTS

- 22.1 ORDINANCE AND ORDER REQUIRED. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by the City, the Board and the Grantee and evidenced by passage of a subsequent City ordinance.
- 22.2 PROJECT SCHEDULE. Notwithstanding the above, the Project Schedule may be amended, as evidenced by approval of the Director of the City's Neighborhood & Housing Services (or successor) Department or his or her designee. In the event an amendment to the Project Schedule as stated in Section 5.1 will result in a material change to this Agreement, then such amendment shall comply with the requirements of Section 22.1, above. No change under this section may result in an increase in the contribution of the City. Grantee may rely on the determination of the Director of the City's Neighborhood & Housing Services (or successor) Department or his or her designee, in coordination with the Office of the City Attorney, whether a change in the Project Schedule would result in a material change to the overall Project requirements.

- 22.3 AUTOMATIC INCORPORATION OF LAWS. Changes in local, state and federal rules, regulations or laws applicable to the Board's and the Grantee's services under this Agreement may occur during the term of this Agreement and any such changes shall be automatically incorporated into this Agreement without written amendment to this Agreement, and shall become a part as of the effective date of the rule, regulation or law.

ARTICLE XXIII. SEVERABILITY

- 23.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then said clause or provision shall not affect any other clause or provision, and the remainder of this Agreement shall be construed as if such clause or provision was never contained herein. It is also the intent of the Parties that in lieu of each invalid, illegal, or unenforceable provision, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

ARTICLE XXIV. LITIGATION EXPENSES

- 24.1 City policy on litigation is that, except to the extent prohibited by law, persons who are engaged in litigation or adversarial proceedings related to TIF against the City are ineligible to obtain or continue the use of TIF as principals or participants for the duration of the litigation. A principal or participant includes the TIF applicants and the TIF applicant's Grantees, partners, affiliates, sponsors, payroll employees, or relatives of the first degree of consanguinity. Accordingly, the City shall not consider a project proposing the use of TIF, designate a TIRZ, enter into any TIRZ contracts or agreements with, or authorize or make any TIRZ payment to persons engaged in litigation or adversarial proceedings related to TIF with the City. Ineligible persons shall be excluded from participating as either participants or principals in all TIRZ projects during the term of their litigation.
- 24.2 During the term of this Agreement, if Grantee files or pursues an **adversarial proceeding** regarding this Agreement against the City and/or the Board, without first engaging in good faith mediation of the dispute, then all access to funding provided hereunder shall be withheld and Grantee will be ineligible for consideration to receive any future tax increment funding while any adversarial proceedings remains unresolved.
- 24.3 Under no circumstances will the Available Tax Increment received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any **adversarial proceeding** against the City, the Board or any other public entity. Nothing contained in this Article shall effect or otherwise affect the indemnity provisions contained in Article XII. above.
- 24.4 Nothing contained in this Article XXIV shall be deemed to apply to the right to protest taxes in accordance with applicable law, and, Grantee and its partners, affiliates, sponsors, payroll employees, and relatives of the first degree of consanguinity shall have the right to protest taxes in accordance with applicable law as to the Study Area or any other property without violating the terms, provisions and conditions of this Agreement.

ARTICLE XXV. LEGAL AUTHORITY

- 25.1 Each person executing this Agreement on behalf of each Party, represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the City, the Board, and/or Grantee, respectively and to bind the City, the Board, and/or Grantee, to all the terms, conditions, provisions, and obligations of this Agreement.

ARTICLE XXVI. VENUE AND GOVERNING LAW

- 26.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 26.2 Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas.

ARTICLE XXVII. PARTIES' REPRESENTATIONS

- 27.1 This Agreement has been jointly negotiated by the City, the Board and Grantee and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE XXVIII. CAPTIONS

- 28.1 All captions used in this Agreement are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the Parties to this Agreement.

ARTICLE XXIX. LICENSES/CERTIFICATIONS

- 29.1 Grantee warrants and certifies that, to their knowledge, any person providing services hereunder has the requisite training, license, and/or certification to provide said services and meets the competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

ARTICLE XXX. NONDISCRIMINATION AND SECTARIAN ACTIVITY

- 30.1 Grantee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code, and further shall use reasonable efforts to ensure that no person shall, on the ground of race, color, national origin, religion, sex, age, gender (to include transgender), sexual orientation, veteran status or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any program or activity funded in whole or in part under Agreement.

ARTICLE XXXI. ENTIRE AGREEMENT

- 31.1 NO CONTRADICTIONS. This written Agreement embodies the final and entire Agreement between the Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.
- 31.2 INCORPORATION OF EXHIBITS. Each exhibit referenced below shall be incorporated herein for all purposes as an essential part of this Agreement, which governs the rights and duties of the parties, except that if there is a conflict between an Exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the Exhibit.

EXHIBIT A: Resolution T30 2020-12-15-02R, authorizing funding and contract execution

EXHIBIT B: Proposal

EXHIBIT C: Study boundaries

EXHIBIT D: *Intentionally Omitted*

EXHIBIT E: Project Status Report Form

IN WITNESS THEREOF, the Parties have caused this instrument to be signed on the date of each signature below. This agreement shall be effective on the date of the last signature below.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

BOARD OF DIRECTORS
Westside TIRZ #30

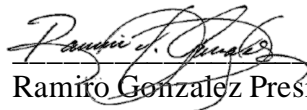
Erik Walsh, City Manager

Shirley Gonzales, Board Chair

Date: _____

Date: _____

GRANTEE
Westside Development Corporation



Ramiro Gonzalez President, CEO

Date: 1/8/2021

ATTEST AND SEAL:

APPROVED AS TO FORM:

Tina Flores, Interim City Clerk

Assistant City Attorney

Date: _____

EXHIBIT A

RESOLUTION T30 2020-12-15-01R

T30 2020-12-15-01R

RESOLUTION BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTY, CITY OF SAN ANTONIO, TEXAS, KNOWN AS THE WESTSIDE TAX INCREMENT REINVESTMENT ZONE (“TIRZ”), AUTHORIZING APPROVAL AND THE EXECUTION OF THE FUNDING AGREEMENT WITH ESPERANZA PEACE & JUSTICE CENTER IN AN AMOUNT NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) FOR THE RINCONCITO DE ESPERANZA PROJECT, LOCATED WITHIN THE WESTSIDE TIRZ AND CITY COUNCIL DISTRICT 5

* * * * *

WHEREAS, the City of San Antonio (“City”) and the Westside TIRZ Board of Directors (“Board”) support programs which allow for economic development within its boundaries; and

WHEREAS, in September 2020, Esperanza Peace & Justice Center, applied for funding from the City’s Tax Increment Financing (“TIF”) Program in order to undertake the construction and renovation located at 812- 820 S. Colorado, San Antonio, TX 78207 San Antonio, Texas, in City Council District 5, and within the boundary of the Westside TIRZ; and

WHEREAS, the Project is being developed in two phases with Phase I completed and Phase II, the subject of this funding request, with a total cost of approximately \$3,000,000; and

WHEREAS, the staff recommends funding in an amount not to exceed \$1,500,000 from the Westside TIRZ funds to reimburse Esperanza Peace & Justice Center for public improvements and/or public infrastructure requirements related to Phase II of the Project which consists of the construction of a new 600 square foot adobe addition to Rubin's to serve as a Museum Gallery, as well as new mechanical, electrical, and plumbing work. The improvements also include the demolition or rehabilitation of the seven houses located at 812 Colorado. Lastly, Phase II also consists of the creation of an outdoor multi-purpose space for performances and events and will include landscaping, lighting, electrical work, fencing, and restrooms, as well as architectural and engineering fees; and

WHEREAS, in accordance with Section 311.010(b) of the Act, the Board is authorized to enter into agreements to dedicate revenue from the tax increment fund to reimburse for eligible project costs that benefit the TIRZ; and

WHEREAS, the Board desires to provide financial incentives for development and revitalization projects that benefit the City and the Westside TIRZ, and must now authorize execution of a Funding Agreement with Esperanza Peace & Justice Center; **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTY, THE WESTSIDE TIRZ, CITY OF SAN ANTONIO, TEXAS:

SECTION 1. The recitals set out above are adopted in their entirety.

SECTION 2. The Board hereby authorizes the execution of a Funding Agreement between the City, Esperanza Peace & Justice Center and the Board, attached here in substantially final form as **Exhibit A**, to provide available tax increment funding not to exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)** for eligible project costs for the Rinconcito de Esperanza Project in San Antonio, Texas, in City Council District 5, and within the boundary of the Westside TIRZ.

SECTION 3. The Board hereby authorizes the City to make necessary amendments to the Project Plan and Finance Plan to add the Rinconcito de Esperanza Project.

PASSED AND APPROVED this 15th day of December, 2020.

Shirley Gonzales
Presiding Officer

APPROVED AS TO FORM:

Venessa Rodriguez
Assistant City Attorney

EXHIBIT B



99 Hudson Street, 3rd Floor, New York, NY 10013-2815
T: 212-977-5597 | F: 212-977-6202 | www.hraadvisors.com

October 9, 2020

Ramiro Gonzales
Interim President & CEO
Westside Development Corporation
630 S.W. 41st Street
San Antonio, TX 78237

Re: Inclusive Growth Strategy for San Antonio's Westside

Dear Ramiro:

HR&A Advisors, Inc. (HR&A) is pleased to submit this proposal to develop an Inclusive Growth Strategy on behalf of the Westside Development Corporation (WDC). With its rich Chicano heritage, the Westside neighborhood is a cultural gem. Its central location, affordable real estate, and promising development sites will soon make the neighborhood an attractive candidate for the types of investment and development that are transforming other San Antonio core neighborhoods. As such, it is imperative that the neighborhood start preparing now, taking steps to mitigate for gentrification and displacement. The goal should not be economic development at any cost, but rather inclusive growth that benefits Westside's existing residents and businesses.

HR&A is a national real estate and economic development firm that, for over 40 years, has provided solutions to the most complex economic growth challenges. We take great pride in adapting our services to the rapidly changing needs of our clients: a few years ago, we created an Inclusive Cities practice that focuses on cities struggling with displacement and other byproducts of economic exclusion; earlier this year, we launched our "Just and Resilient Recovery" initiative to help clients integrate equity priorities into their Covid-19 responses. This orientation and expertise makes us extraordinarily well-qualified to assist WDC at this time. We bring:

- **Deep understanding of neighborhood transformation challenges and solutions.** HR&A has worked with several municipalities across the country struggling to foster economic revitalization without displacing the very communities that make heritage neighborhoods unique. Corktown, a historic neighborhood immediately west of downtown Detroit, faces similar challenges to those that the Westside is likely to experience in the years ahead. With a rising flood of younger residents and real estate investment throughout Detroit's inner core, Corktown proactively sought to harness and guide these economic forces so that future investments would elevate the neighborhood's beloved features, including its longstanding business and resident community. Guided by community preferences, HR&A identified near- and long-term catalytic development opportunities, developed a range of affordable housing strategies, and laid out the tasks, funding, and partnerships that would be needed to advance implementation over the first 18-24 months.

- **San Antonio knowledge and experience.** HR&A has a long history of translating local goals into customized economic growth strategies for neighborhoods in and around San Antonio. When the City first sought to jump start reinvestment in its core neighborhoods, HR&A determined which specific infrastructure, housing, and amenity investments would most effectively advance this objective and developed both the Center City Strategic Framework and the Center City Retail Strategy. We also undertook rigorous site analysis and financial feasibility computations to help San Antonio for Growth on the Eastside (SAGE) develop an Economic Development Strategy for the City's Promise Zone. Another memorable project was Hemisfair Park, where we supported development planning with guidance on programming, implementation phasing, and financing.
- **Cutting-edge involvement in Covid-19 recovery efforts, from program design to funding priorities.** HR&A is currently providing Covid-19 recovery support to New York City, Newark, New Haven, Miami, Pittsburgh, Rochester, Tulsa, Wake County, NC, Fairfax County VA, and Nassau & Suffolk Counties, NY. We are building recovery frameworks to guide cities toward a just and resilient recovery – from initial emergency response through stabilization and institutionalization – and developing strategies for Cities to identify, access, and maximize funding support such as CARES Act federal assistance. Though Covid-19 represents a new form of crisis, we have been able to draw from lessons learned from our work in New York after 9/11 and Super Storm Sandy, New Orleans after Hurricane Katrina, Puerto Rico after Hurricane Maria, and Houston after Hurricane Harvey.

Before Covid-19, Texas' and San Antonio's economies were booming, albeit unevenly. The pandemic has brought a historic spike in unemployment; the looming threats of mass evictions, small business closures, and a recession; and long term economic and fiscal uncertainty. As with any destabilizing crisis, low-wage earners, minorities, and small business owners are most vulnerable. WDC must rapidly and strategically respond to Covid-19, leveraging pre-pandemic momentum and taking bold actions to safeguard against future displacement.

Thank you for the opportunity to submit this proposal. I look forward to discussing opportunities for our team to support the Westside Development Corporation. Please feel free to contact me at (646) 695-5314 or via email at kcoburn@hraadvisors.com.

Sincerely,



Kate Coburn

Partner
HR&A Advisors, Inc.

APPROACH AND SCOPE OF WORK

In developing an Inclusive Growth Strategy for the Westside, HR&A's goal is to equip WDC with the tools and guideposts that it needs to be effective in advancing sustained growth that embraces rather than displaces Westside residents and businesses. While the strategy must be grounded in technical analysis and data, its success will be measured by its implementation-focused and actionable recommendations.

WDC and important Westside stakeholders have extensive experience and a honed sense of the neighborhoods' needs and programmatic gaps. Tapping into this experience will allow us to make significant headway early in the project, so that we can focus on implementation as well as information gathering. We plan to engage with WDC staff through regular check-in phone calls and ongoing email interaction to ensure open communication and client satisfaction with our progress and findings. Though we typically solicit community and stakeholder input through a combination of public and representative steering committee meetings, as reflected in the scope language below, we suggest reevaluating these approaches with WDC during project kickoff based on the status of the Covid-19 virus at that time.

Similarly, it is our expectation that most, if not all, project work will happen remotely. HR&A is fully equipped to handle remote work and regularly communicates with clients, project partners, and stakeholders through email, phone, and web-based conferencing (OfficeSuite HD Meeting, Zoom, etc.). HR&A also has experience using geographic information systems (GIS) software, Adobe InDesign, Adobe Illustrator, and other tools to conduct spatial analysis, present graphic/visual information, and virtually tour priority sites when in-person meetings are not possible.

SCOPE OF WORK

Task 1 | Project Kickoff

Upon receiving a Notice to Proceed, the HR&A team will hold a project kickoff meeting with WDC to confirm project goals and objectives and finalize the details of its workplan. We will also conduct a tour of the area and launch a Steering Committee, which we hope will guide our work and teach us about previous efforts stimulate economic development in the Westside.

Steering Committee

The HR&A team anticipates that WDC will act as a convener and advocate for an Inclusive Growth Strategy and not necessarily serve as the primary implementer. As such, we recommend that the project integrate the individuals and entities with the resources and capacity to carry out Strategy recommendations, both to secure early buy-in and ensure that potential implementation challenges are raised and accounted for prior to Strategy completion.

We will work with WDC early to identify appropriate Steering Committee members. In other communities, the ideal mix for committees has included local officials, community leaders, area employers (small and large businesses), residents, and even faith-based groups, universities, and philanthropies.

If travel restrictions and public health guidance permit, one or two members of the HR&A team will conduct these activities in person; if not, we will work with WDC to convert these interactions to an online format.

Below is our proposed schedule for the Project Kickoff:

Kickoff Event	Description
Pre-Kickoff Preparation	<ul style="list-style-type: none"> HR&A team to collaborate with WDC on identifying and confirming Steering Committee members.
Project Kickoff	<ul style="list-style-type: none"> HR&A team to meet with WDC as outlined in the Task 1 description.
Steering Committee Kickoff	<ul style="list-style-type: none"> Orientation to the project and initial feedback session. The HR&A team will present the scope, background, and objectives.

Deliverable #1: We will produce:

- An updated project timeline and workplan based on our kickoff meeting with WDC.
- An orientation presentation and materials to facilitate discussion at the Steering Committee Kickoff.

Task 2 | SWOT Analysis of the Westside Economy

The HR&A team will assess the strengths, weaknesses, opportunities, and threats (SWOT) for inclusive economic development within the Westside. We will review and synthesize findings from past studies and information on the area, including the Alamo Area Council of Governments Comprehensive Economic Development Strategy (CEDS) and the San Antonio Strategic Plan for Community Development, among others. We will also conduct demographic and market analyses as well as stakeholder outreach to update conclusions from past plans. Specifically, the SWOT analysis will pull from:

- Demographic trends, including population change, migration, income, poverty level, education, employment, and household size;
- Economic trends in key employment/economic clusters within the Westside, as well as data to identify where the Westside's residents work;
- Land use and planning assessment, including evaluation of access to amenities such as parks/open space, schools, retail and public transportation;
- Market conditions for residential, commercial, and institutional real estate products, including rents/sale prices, vacancy, and absorption rates;
- Needs of existing and potential institutional and other assets that may encourage inclusive growth in the Westside, such as the Guadalupe Cultural Arts Center, Our Lady of the Lake University, St. Mary's University, and the Southwest Research Institute;

- Assessment of past, present, and projected future economic development investments in the area and, if applicable, outcomes and key lessons learned;
- Other metrics that may impact economic development, such as public safety, community relationships, and area reputation; CARES Act funding allocations as well as Covid-19 recovery programs and policies that may affect the Westside's residents and businesses; and
- Other indicators as suggested by WDC and stakeholders.

Acknowledging the diverse economic conditions present in the Westside, we will not only conduct this analysis for the Westside as a whole, but also offer a comparative analysis of the opportunities and challenges within key nodes of the Westside. We will work with WDC to identify the boundaries of these nodes, which may be drawn based on land use, economic activity, and demographics, in addition to geography. If data allow, we will apply UC Berkeley's Early Warning System for Displacement¹ to Westside census tracts, to pinpoint the areas most immediately vulnerable to gentrification.

Task 3 | Covid-19 Recovery and Small Business Support

The survival and success of small businesses is a crucial part of the future economic outlook for commercial corridors and surrounding communities. Small businesses provide jobs, offer local access to goods and services, and define the character and desirability of neighborhoods. Sadly, the impact of Covid-19 on small businesses is projected to be more severe than the impact of any previous economic crisis. Commercial corridors across the country are just beginning to understand the effects of pandemic-induced bankruptcies and failures. Communities of color are particularly vulnerable to the loss of small businesses. The bottom line is that an Inclusive Growth Strategy for the Westside must include aggressive, innovative solutions to support small businesses during Covid-19 and throughout the recovery period.

With this understanding, the HR&A team will support WDC in reviewing and revising programs to improve services for small businesses. The team will also introduce a proprietary tool to empower small businesses to access the financial assistance they need to survive the crisis and thrive in the years ahead. An essential part of economic recovery is ensuring that small businesses connect to the resources they need to meet new public health guidelines and surmount financial and legal hurdles.

Specifically, this task will include the following activities:

- Review existing small businesses programs and policies. The HR&A team will inventory and assess existing small business services and functions offered by WDC, the City of San Antonio, and other actors in the San Antonio economic development ecosystem. With input from WDC staff and local stakeholders, HR&A will identify areas of need, misalignment, and potential improvements. Recommendations could include forming and/or expanding public-private partnerships (PPP) geared towards small businesses, as PPPs can raise the level of assistance provided and lead to greater success in larger recovery efforts. Our team will also apply lessons

¹ Miriam Zuk. 2015. "Regional Early Warning System for Displacement." UC Berkeley, Center for Community Innovation. Available at: http://iurd.berkeley.edu/uploads/CCI_Final_Report_07_23_15.pdf

learned from work in disaster-affected cities like Panama City, FL to focus on the highest-impact business services, such as coordinated funding programs, and communication and case management – all of which could be crucial to the near-term growth of the Westside's economy.

- Assess WDC's capacity to track and support the needs of individual businesses. Tracking small business activity and performance in real time will be more important than ever following Covid-19. The HR&A team will assess WDC's capacity to provide ongoing monitoring, support, and referrals to businesses in the neighborhood. The team will communicate closely with staff to identify areas of need and recommend improvements designed to maximize the organization's impact.
- Introduce a user-friendly Excel tool to help small businesses quickly and correctly apply for federal, state, and local financial assistance such as bridge capital available through the CARES Act stimulus and Community Development Finance Institutions (CDFIs). Recognizing that small (especially micro-) businesses owners often lack the documentation or training to complete the kinds of applications needed to access short term credit, HR&A created this tool as part of the firm's Covid-19 recovery work in Newark, NJ. Upon request, and pending a discussion of privacy and security requirements, the HR&A team could assist WDC in securing local software engineering support in order to host this tool on its website.

Deliverable #2a: We will produce the first chapter of our final report documenting the findings of our SWOT analysis. These findings will include the outcomes from both the area-wide and individual neighborhood market analysis, along with maps and graphics for key nodes in the Westside identified in Task 2. The findings from the small business support scan conducted in Task 3 will be integrated into the SWOT analysis.

Deliverable #2b: We will provide files and instructions for the small business financial assistance tool described in Task 3, for local distribution by WDC.

Meeting #1: We will present our Task 2 and 3 findings to the Steering Committee through a videoconference meeting, soliciting feedback and direction as we embark on strategy development. We will also use this meeting to discuss key future implementation partners.

Task 4: Strategy Development

Upon identifying the challenges and opportunities of the Westside, we will propose broad goals as well as specific objectives for inclusive growth, including milestones and a metrics for measuring progress. Each goal will address key areas for growth or improvement. For example, a goal may be to redevelop key commercial corridors with uses that are currently undersupplied in the Westside.

Our team will then assign 3-5 key objectives to each goal, fleshing out the specific measures needed to achieve the goal. For example, the goal of growing commercial corridors may be coupled with

objectives to attract more small business owners, support M/WBE business growth, upgrade public infrastructure, or invest in placemaking amenities. Each objective will be assigned milestones, grounded in current market realities, as well as achievable milestones and metrics for measuring progress. Using the commercial corridor example, an achievable five-year milestone might be attracting 20 new business owners to a specific corridor, or an average of four business owners every year.

For each objective, we will also recommend key considerations for public-private tools that need to be in place to ensure sustained success. To this end, we may recommend that a certain type of financial incentive be in place to encourage small business owners to invest.

Meeting #2: We will present our proposed goals and objectives to the Steering Committee through a conference call and online meeting, soliciting feedback and input on possible future implementation challenges. This feedback will enable us to finalize the Strategy's goals and objectives, and translate these into milestones, metrics, and tools.

Deliverable #3: We will produce the second chapter of our Inclusive Growth Strategy, documenting our recommendations of goals and objectives of economic development in the Westside. This chapter will include detailed frameworks and measures for each goal and objective. We stand ready to incorporate one round of revisions to the complete Strategy.

Fee Proposal

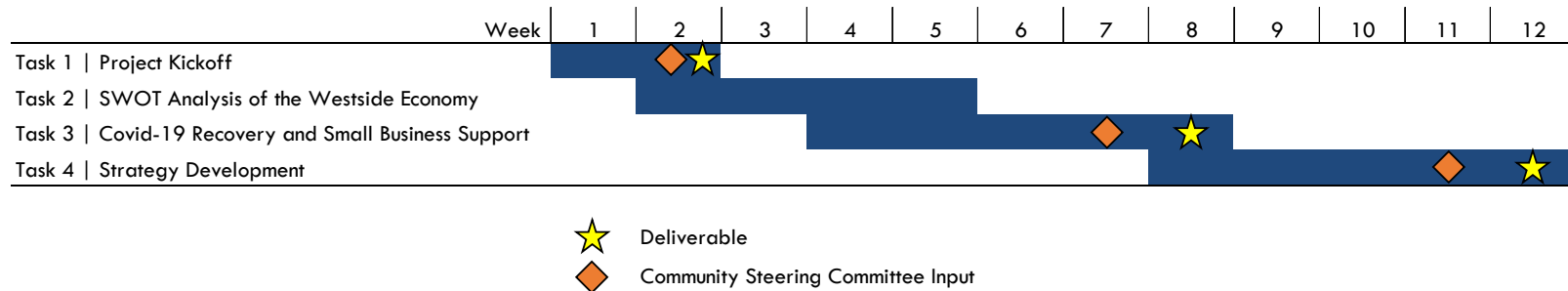
The HR&A team proposes to complete the proposed scope of services for a flat fee of \$110,000, inclusive of all data purchases, travel,² and other expenses. The fee is based on HR&A staff rates, discounted for the public sector, and estimated hours needed to support this project.

Additional services beyond the proposed scope of services will be billed at a time and materials rate.

² For budgeting purposes, HR&A assumes one two-person two-day trip to be scheduled during the course of our engagement, pending any COVID-19 related restrictions and supplemented by web-based conferencing.

Proposed Work Plan

The following work plan lays out a 4-month schedule, which may be accelerated as conditions allow. As mentioned earlier, the feasibility of in-person meetings with the WDC and the Steering Committee will be determined at the time of project kickoff, reflecting the state of Covid-19 and public health risks at that time.



Team Structure

HR&A Partner **Kate Coburn** will serve as **Partner-in-Charge** and be substantively involved in all aspects of the team’s work, including the structuring of our approach and overseeing the execution of analysis and production of deliverables. HR&A Partner **Cary Hirschstein** will serve as **Senior Advisor** and provide input on the team’s work. HR&A Director **Nina Bennett** will serve as **Project Manager**, serving as day-to-day client contact, leading data analysis, and managing the production of deliverables. Kate, Cary, and Nina will be supported by an Analyst and a Research Analyst drawn from the ranks of the firm’s talented analytical staff.

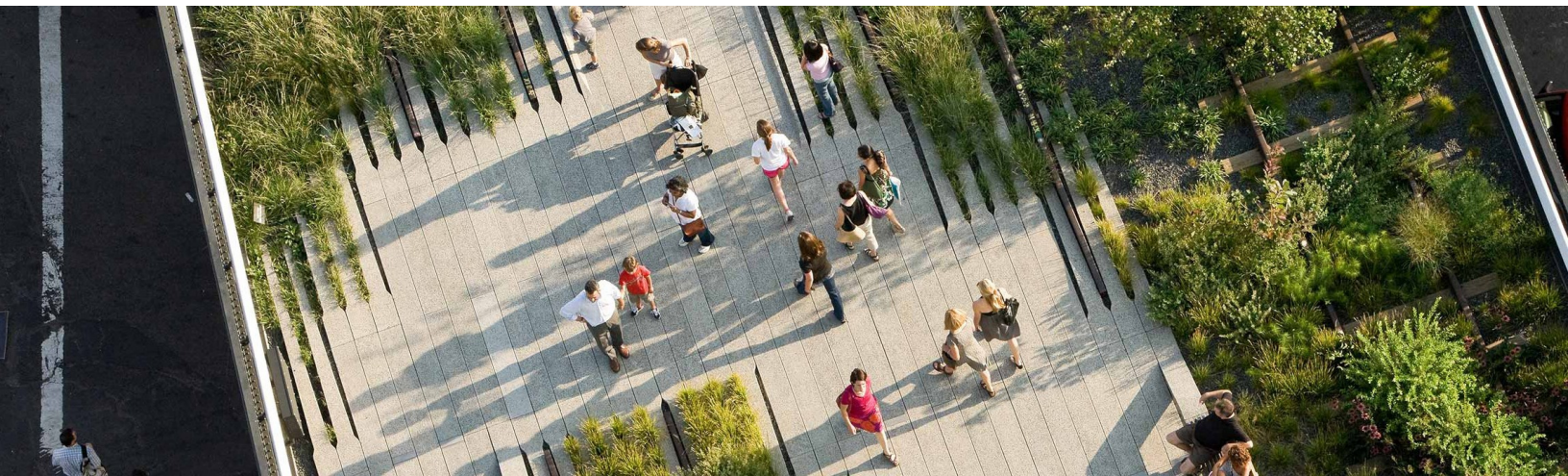


“

We founded this firm to continue the reinvention of the American city into vibrant urban centers that offer jobs and sustain a high quality of life for diverse communities

”

John H. Alschuler, Chairman



HR&A Advisors, Inc. (HR&A) is an industry-leading real estate, economic development and public policy consulting firm.

We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad for over forty years. We understand the importance of linking accretive private investment with public resources to support the aspirations and responsibilities of investors and communities.

We have offices in New York, Los Angeles, Dallas, Raleigh, and Washington DC, a presence that allows us to serve clients all over the world.

From Southern California to Brooklyn, and London to Hong Kong, we have guided hundreds of clients in transforming real estate and economic development concepts, and public infrastructure, first into actionable plans then into job-producing, community-strengthening assets. We have served a range of clients – real estate owners and investors, hospitals and universities, cultural institutions, community development organizations and governments – since 1976.

SELECTED AWARDS

HR&A's work has been recognized by numerous prestigious industry organizations.

American Planning Association Illinois, Comprehensive Planning Award, Detroit East Riverfront Framework Plan, Detroit, MI, 2017

American Planning Association Massachusetts, Comprehensive Planning Award, Imagine Boston 2030 Plan, Boston, MA, 2017

American Planning Association, Sustainable Urban Design or Preservation Plan Award, The Eisenhower West Small Area Plan, Alexandria, VA, 2016

American Planning Association, National Planning Excellence Award for Best Practice, Resilient New Orleans Plan, New Orleans, LA, 2016

New Jersey Future, Smart Growth Award, Resist, Delay, Store, Discharge: A Comprehensive Strategy for the Hudson Waterfront, Hudson County, NJ, 2016

American Society of Landscape Architects (ASLA), Award of Excellence in Analysis and Planning, Penn's Landing Redevelopment Feasibility Study, Philadelphia, PA, 2015

American Society of Landscape Architects (ASLA), Honor Award in General Design, Massachusetts Convention Center Authority's The Lawn on D, Boston, MA, 2015

American Society of Landscape Architects (ASLA) Arizona Chapter, Honor Award in Analysis and Planning, Mesa City Center in Mesa, AZ, 2015

American Society of Landscape Architects (ASLA) Arizona Chapter, Honor Award in Analysis and Planning, Hance Park in Phoenix, AZ, 2015

American Institute of Architects, Small Project Award, Massachusetts Convention Center Authority's The Lawn on D, Boston, MA, 2015

American Planning Association, National Planning Achievement Award in Environmental Planning, Community Energy Plan, Arlington, VA, 2014

American Road & Transportation Builders Association, Globe Award, First Place in Public Transit, New York Rising Community Construction Program, NY, 2014

American Planning Association New York, Meritorious Achievement Award, Brooklyn Tech Triangle Strategic Plan, Brooklyn, NY, 2013

American Planning Association Missouri, Outstanding Planning Award, St. Louis Zoo Expansion Framework Plan, St. Louis, MO, 2013

PowerGrid International Magazine Best Energy Efficiency and Demand Response Project Award, Duke Energy's Smart Energy Now Program Design and Management, Charlotte, NC, 2012

American Institute of Architects Honor Award for Regional and Urban Design, Master Plan for the Central Delaware Riverfront, Philadelphia, PA, 2012

Rudy Bruner Award for Urban Excellence, Silver Medal, Brooklyn Bridge Park, Brooklyn, NY, 2011

International Economic Development Council Neighborhood Development Prize, High Line Park Transformation, New York, NY, 2010

Society for College and University Planning Excellence in Planning for a District or Campus Component, Merit Award, Aga Khan University Faculty of Arts and Sciences University Village Land Use Plan, Karachi, Pakistan, 2010

American Society of Landscape Architects Honor Award, Brooklyn Bridge Park, Brooklyn, NY, 2009

International Economic Development Council Partnership Award, Cincinnati Center City Development Corporation (3CDC) Creation, Cincinnati, OH, 2009

Urban Land Institute Award for Excellence, Daniel Island Redevelopment, Charleston, SC, 2007

American Institute of Architects Honor Award for Regional and Urban Design, Anacostia Waterfront Initiative Framework Plan, Washington D.C., 2005

Rudy Bruner Award for Urban Excellence, Silver Medal, New Jersey Performing Arts Center, Newark, NJ, 2001

SELECT CLIENT LIST

Public Sector

Amtrak, USA
 Brooklyn Bridge Park Development Corporation, NY
 Boston Redevelopment Authority, MA
 Center City Development Corporation, CCDC, San Diego, CA
 Centro Partnership of San Antonio, TX
 City of Austin, TX
 City of Cincinnati, OH
 City of Greensboro, NC
 City of Houston, TX
 City of Los Angeles, CA
 City of Minneapolis, MN
 City of Phoenix, AZ
 City of Rochester, NY
 City of San Antonio, TX
 City of San Diego, CA
 City and County of San Francisco, CA
 City of Seattle, WA
 Connecticut Department of Transportation, CT
 County of Los Angeles Dept. of Mental Health, CA
 Daniel Island Development Corporation, SC
 Delaware River Waterfront Corporation, PA
 District of Columbia Housing Authority, DC
 District of Columbia, Office of Planning, DC
 Empire State Development, NY
 Invest Atlanta (Atlanta Development Authority), GA
 Maryland National Capital Park and Planning Commission, MD
 Massachusetts Convention Center Authority, MA
 Metropolitan Transportation Authority, NY
 Minneapolis Parks and Recreation Board, MN
 New York City Department of City Planning
 New York City Department of Transportation
 New York City Housing Authority
 New York City Mayor's Office of Long Term Planning & Sustainability
 New York City Economic Development Corporation
 New York State Energy Research and Development Authority, NY
 New Jersey Transit, NJ
 Olympic Park Legacy Company, London, UK
 Philadelphia Redevelopment Authority, PA
 Port Authority of New York and New Jersey, NY & NJ
 Portland Development Commission, OR

Southern California Association of Governments, CA
 Transport for London, UK
 Union Station Redevelopment Corporation, DC
 U.S. Department of Housing and Urban Development, DC
 Waterfront Toronto, Canada

Developers & Private Sector

Airbnb
 Boeing Realty Corporation
 Brookfield Properties
 Catellus Development Corporation
 Citicorp Real Estate, Inc.
 Delta Air Lines, Inc.
 Disney Development Corporation
 Duke Energy
 Forest City Ratner Companies
 General Growth Properties
 Hanjin International
 Home Depot Company
 Hostelling International USA
 Jamestown Properties
 LCOR, Inc.
 MGM Resorts International
 Macerich Company
 Macy's
 Madison Square Garden Major League Soccer
 Montparnasse 56
 New York Times Company
 NRG Energy
 Paramount Pictures
 ProLogis, Inc.
 The Related Companies
 S.L. Green Realty Corporation
 Skanska
 Target Corporation
 Tishman Speyer Properties
 Trammell Crow Company
 Triple Five Worldwide Verizon
 Walmart
 Westfield Corporation, Inc.
 Young Woo & Associates

SELECT CLIENT LIST

Education & Healthcare

City University of New York
 Columbia University
 Kaiser Permanente
 Los Angeles Unified School District
 Memorial Sloan-Kettering Cancer Center
 New York Academy of Medicine
 New York Blood Center
 NewYork-Presbyterian Hospital
 The College of New Jersey
 University of California, Los Angeles
 University of North Carolina at Greensboro
 University of Pennsylvania
 University of Texas at Austin
 Washington University in St. Louis

Arts & Culture

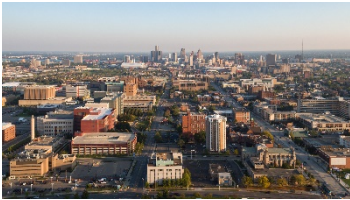
American Museum of Natural History
 Brooklyn Academy of Music
 Harry Frank Guggenheim Foundation
 La Plaza Cultura y Artes
 Lincoln Center for the Performing Arts
 Menil Foundation
 Motion Picture Association of America
 NBC Universal
 New Jersey Performing Arts Center
 Newseum
 New York Public Library
 North Carolina Museum of Art
 Paramount Pictures
 The Walt Disney Company
 The Whitney Museum

Civic & Other Not-for-Profit

92nd Street Y
 100 Resilient Cities
 Association for a Better New York
 Brooklyn Community Services
 Common Ground
 Community Design
 Trust for Public Space
 Deutsche Bank Americas Foundation
 Downtown Brooklyn Partnership
 The Enterprise Foundation
 Friends of the High Line

The JPB Foundation
 Living Cities
 Los Angeles River Revitalization Corp.
 Open Society Foundations
 Research Triangle Foundation of North Carolina
 Rockefeller Foundation
 Rose Kennedy Greenway Conservancy
 Times Square Alliance
 The Trust for Public Land
 Trinity Wall Street
 Urban Green Council
 World Bank Group

Inclusive Growth



Neighborhood Development without Displacement Strategy, Detroit MI

HR&A developed a five year Neighborhood Framework Plan for the rapidly gentrifying neighborhood of Greater Corktown, elevating priority projects to support current residents and businesses and equitable growth in the neighborhood, with a focus on ways new development can support long-term affordability. After assessing neighborhood real estate market conditions for office, retail, and single and multi-family residential uses, HR&A identified near- and long-term catalytic development opportunities and prepared a housing strategy. These opportunities reflect both community preferences and priorities identified through public engagement, and market conditions and realistic timeframes for advancing priority initiatives. Together with the project team, HR&A refined Corktown's development and infrastructure priority list and identified funding sources for project implementation. The final deliverable included a range of strategies for preserving and creating affordable housing. HR&A also prepared an implementation plan for activities anticipated under the first five years of the Framework Plan, including tasks, funding, and responsibilities/partnerships required to advance initiatives and projects during the first 18-24 months.



Equitable Economic Development and Upward Mobility Plan, Grand Rapids MI

On behalf of the City of Grand Rapids, HR&A managed a multi-disciplinary consulting team including Nelson\Nygaard and Interboro to develop an Equitable Economic Development and Mobility Strategic Plan. The Strategic Plan is intended to set in motion a suite of initiatives that will increase the economic mobility of residents, create higher paying jobs, and deliver safer, more accessible transportation options. The HR&A team worked with a steering committee of local stakeholders to vet potential strategies and determine priority initiatives for implementation. HR&A's work included assessing existing conditions in the City to identify opportunities across the five pillars of the plan: business climate, real estate development, neighborhood business districts, innovation and entrepreneurship, and mobility. The final plan was released in January 2020; it provides detailed guidance on actions the City and its partners will take to promote inclusive economic growth and equitable transportation opportunities.

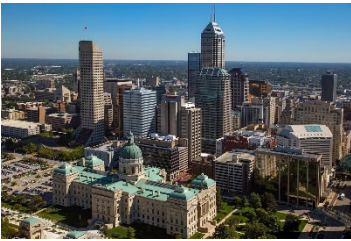


Small Business Covid-19 Recovery Support, Newark NJ

Working hand-in-hand with City leadership, HR&A is increasing local capacity to manage Covid-19 reopening and support Newark businesses through the upcoming period of economic recovery. The pandemic is a rapidly evolving crisis; as such, our role is to serve as nimble, rapid-response advisors wherever needed. Activities have included support for Mayor Baraka's Reopening and Recovery Strikeforce; monitoring of county, state, and federal stimulus funding opportunities; the development of a user-friendly online tool designed to help small businesses successfully apply for bridge capital; and close coordination with staff at

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Bloomberg Philanthropies and the Urban Institute who are also providing technical assistance to City staff during this time. HR&A extended an economic impacts study commissioned by Bloomberg Philanthropies to distill actionable findings for City decision-makers, converting County-level industry data into likely impacts on Newark workers, consumer-oriented businesses, and retail corridors. In anticipation of business and development activity resuming, HR&A is also working across six departments to overhaul the City's approvals, permitting, and licensing procedures.



Equity-focused Economic Development System Redesign, Tulsa OK

On behalf of the City of Tulsa, HR&A is developing a comprehensive strategy to enhance the City's community and economic development service delivery systems. The primary objective of this strategy is to shape an organizational structure that will have maximum impact on reducing inequities in outcomes for Tulsa residents, particularly along racial, ethnic, and geographic boundaries, while also enhancing Tulsa's competitiveness as a regional economic engine and its ability to generate jobs. HR&A is conducting a thorough review of seven community and economic development entities – including City departments, authorities, and commissions – to understand how the individual entities and ecosystem as a whole can more effectively leverage resources to achieve the City's objectives. To inform the strategy, HR&A is engaging with a Steering Committee and a Working Committee comprised of staff from local community and economic development entities and partnering with two local sub-consultants to design and execute a community engagement strategy that includes the perspectives of a range of stakeholders. The final strategy will provide bold policies and structural recommendations that strategically align public-facing departments and upgrade service delivery, backed by a sustainable funding strategy for community and economic development and recommended metrics for success.



Inclusive Business Incentives, Indianapolis IN

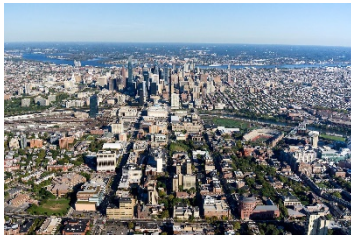
Indianapolis is a growing city with an emerging tech hub, though like many cities, its growth has not been distributed evenly. Despite overall low unemployment, certain segments of the population in Indy struggle with long-term unemployment and have been unable to participate in Downtown Indy's growing momentum. Within this context, HR&A worked with the Greater Indianapolis Chamber of Commerce ("Indy Chamber") to evaluate its economic development incentive portfolio and ensure programs are aligned with City goals and priorities around promoting equitable growth and ensuring access to opportunity for all residents.

After reviewing past incentive usage and performance, HR&A traveled to Indianapolis and hosted a series of stakeholder roundtables designed to understand community priorities, as well as perceived opportunities and challenges, associated with re-orienting incentive programs to prioritize inclusivity. Following this initial round of engagement, HR&A benchmarked national best practices to help inform the development of recommendations for Indy, which included changes to

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the tax abatement and training grant programs as well as the establishment of a community impact network.

HR&A conducted further analysis to understand the potential economic and community impacts of proposed policy changes and crafted a narrative around the policy rationale and benefits associated with each recommendation. In the final phase of our work, HR&A supported the Chamber in their application for the JPMorgan Chase Advancing Cities Challenge and helped the Chamber operationalize our recommendations through the development of new metrics and associated deal evaluation tools, and by creating a roadmap for implementation. Indianapolis Mayor Joe Hogsett announced HR&A's recommendations – which prioritized a higher minimum wage, health and childcare benefits, workforce training, and positive community impacts – at a public press conference.



Poverty Reduction Strategy, Philadelphia PA

On behalf of the City Council of Philadelphia, HR&A analyzed strategies to reduce the city's poverty rate. Though Philadelphia's real estate market has recovered since the Great Recession and average household incomes have grown substantially, over 26% of residents are currently in poverty, the highest rate among the ten largest cities in the U.S. Furthermore, 37% of the city's children below the age of 18 live below the federal poverty line. HR&A helped the Council take a fresh look at the City's antipoverty strategy by generating a shortlist of the most effective policy interventions informed by conversations with national experts and tailored to local needs and economic conditions. Specifically, HR&A helped the Council assess ideas related to housing, workforce development, and increasing utilization of State- and City-provided benefits programs. HR&A also helped to prioritize these programs and establish a common framework for assessments of their effectiveness, and by so doing provided the Council with a framework to become a more effective advocate as the City and Mayor explore new antipoverty programs.

San Antonio Experience



San Antonio River Foundation Strategic Planning

HR&A is currently working with the San Antonio River Foundation to develop strategic planning initiatives that will guide a long-term plan for the organization. The San Antonio River Foundation was created as a fundraising arm for the San Antonio River Authority, and has contributed many meaningful arts and cultural projects along the San Antonio River. Following the successful opening of Confluence Park, the Foundation sought to rethink its long-term vision through a Strategic Planning Committee. HR&A is helping to facilitate this process through a multi-workshop engagement plan focusing on vision building and organizational strengths. Through site tours, interviews, and three worksessions, HR&A has built momentum for the Foundation to select three projects to pursue in both the short and long term.

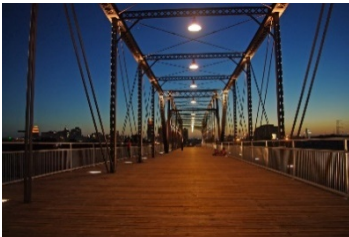
Our work will culminate in recommended implementation guidance on all three projects, helping the Foundation strategically grow in alignment with their vision and organizational strengths.



San Antonio Center City Strategic Framework

On behalf of Centro Partnership and the City of San Antonio, HR&A created a Strategic Framework Plan for the Center City to further the City's long term sustainable growth by investing in infrastructure, housing, and amenities in key parts of the city identified as priority growth areas. In preparing the Strategic Framework Plan, HR&A led community workshop sessions for over 500 residents, conducted extensive stakeholder outreach, and worked closely with senior City staff, the Mayor and Council to prepare a plan to guide public and private efforts in the Center City for the next decade. HR&A assessed the Center City's challenges to achieving the goals set forth in the City's ambitious SA 2020 plan to increase housing and jobs and enhance quality of life.

The Plan recommended a set of targeted and catalytic projects, interventions, and development products that can maximize the impact of limited resources on the redevelopment of Downtown and the Center City neighborhoods. The Strategic Framework Plan includes a range of market analysis and site-specific redevelopment planning efforts and has become the driving agenda for the Centro Partnership. San Antonio's City Council adopted the plan in June 2012. HR&A also served as an on-call real estate advisor to the City of San Antonio and in that capacity, has analyzed economic and market conditions related to a Downtown grocery store, various residential and mixed use projects, and the fixed rail and streetcar strategy.



Catalytic Real Estate Development in San Antonio's Promise Zone

On behalf of San Antonio for Growth on the Eastside (SAGE), HR&A led a multidisciplinary team to create an economic development strategy for the city's Promise Zone. The HR&A team included Alamo Architects, Moore Icafano Goltsman (MIG), and Infrastructure Design Solutions Engineering (IDS). The team began by analyzing the existing context of San Antonio's Eastside and identified opportunities to realize economic development goals with new real estate development. HR&A conducted a site analysis of the entire Eastside to identify all vacant, underutilized, and neglected parcels, as well as "prototypical" parcels for which we created illustrative development concepts that reflect both community aspirations and market context. HR&A then conducted rigorous financial analysis to evaluate the feasibility of each concept and developed an organizational implementation strategy to help SAGE prioritize among recommendations and develop the capacity needed to pursue these priorities. This report can be found at <https://www.sagesa.org/reports>



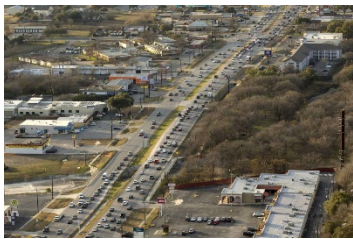
San Antonio Center City Retail Strategy

Building upon HR&A Advisors' Strategic Framework Plan for downtown San Antonio, the firm conducted a downtown retail study on behalf of the City of San Antonio. HR&A's study provides a new vision and trajectory for retail growth in Center City, driven by high-level qualitative analysis and recommendations for the entire downtown area. HR&A developed a holistic strategic growth plan for a downtown district between Market Square and the San Antonio River that can leverage existing demand to catalyze greater retail activity in a broader area. To arrive at the retail tenanting recommendations for the district, HR&A conducted a demographic analysis, a retail market evaluation, and a retail spending gap analysis. Based on this analysis, as well as analysis of opportunities and constraints in Center City as a whole, HR&A presented recommendations to the City for retail tenanting, marketing and recruitment, physical interventions to support retail growth, and governance and financial mechanisms for implementation.



San Antonio Northwest Downtown Advisory

On behalf of Weston Urban, HR&A provided real estate market and economic development advisory services to support the plans for a new, mixed-use neighborhood that would appeal to tech workers in the northwest portion of downtown San Antonio. HR&A supported Alamo Architects in refining initial plans through a 2-day design charrette and best practices analysis to support ideas surfaced during the charrette. HR&A delivered key recommendations, best practices, and next steps for Weston Urban and its planning team to guide development of the new tech-focused neighborhood.



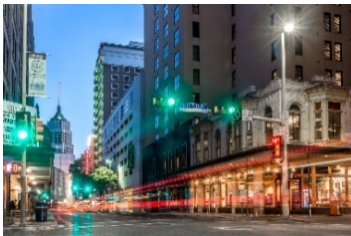
Bandera Road Corridor Plan

HR&A joined a consultant team led by Page Southerland Page and Work5hop to help the City of San Antonio revitalize and reimagine their Bandera Road Corridor, linking northwest San Antonio and Leon Valley with Downtown San Antonio. The City of San Antonio and the City of Leon Valley imagined a sustainable, attractive, and "complete" corridor that accommodates multiple modes of transportation to appeal to visitors, businesses, and investors. This corridor plan guides public and private development to lay the foundation for a robust local economy anchored by new construction and redevelopment. HR&A performed market analysis for existing conditions and benchmarked those conditions against peer regional and programmatic corridors. The review provided an understanding of the economic, investment, and policy trends that define the real estate conditions in the corridor and region. HR&A then crafted a real estate program for the corridor that provides a realistic and aspirational outcome determined by the city needs, desires, and existing market conditions.



Redevelopment Planning for HemisFair Park

HR&A served as financial and implementation advisor to HemisFair Park Area Redevelopment Corporation (HPARC). Our role was initiated during master planning for the HemisFair site led by Johnson Fain and has continued into the implementation phase. HR&A has generated a detailed analysis of the local real estate market, local and national demographics, and the physical assets of the Park and the surrounding areas. We also created a strategic and financial execution plan that details the range of preferred uses and their financial implications for both public and private investment, a phasing plan that begins to catalyze development of the Park and connections between the site and its surroundings, and a recommended implementation structure that HPARC and its partner city agencies can adopt to design, permit, project-manage, and finance the master plan. Located in Downtown San Antonio, the park was the site of the 1968 World's Fair.



San Antonio Water System Impact Fee Policy Assessment

On behalf of Centro San Antonio and a consortium of neighborhood leaders in developing communities, HR&A evaluated the fee structure for the San Antonio Water System (SAWS) to identify opportunities to align fees with the economic and fiscal impacts of new development. San Antonio's population is expected to increase by a million residents by 2040. As a result, the city implemented a strategic plan, SA Tomorrow, to create a vibrant city that is developed and able to accommodate the expected growth. The dense district development envisioned in SA Tomorrow can deliver increased economic impacts with reduced municipal service costs relative to the costs of distributed low-density growth. SAWS policies influence development feasibility, and the old fee structure may have favored low-density development. HR&A evaluated the existing SAWS fee and its impact on development in 4-5 districts. We then identified opportunities to refine SAWS fee structure for greater fiscal impact based on best practices across the country. We summarized these recommendations in a brief policy paper to inform future analysis by the City of San Antonio and SAWS.



KATE COBURN
PARTNER

EDUCATION

University of Wisconsin
Bachelor of Science
1970

WORK EXPERIENCE

HR&A Advisors, Inc.
Partner
2010 – Present

ERA/AECOM Economics
Vice President
2007 – 2010

Economics Research Associates (ERA)
Principal
2000 – 2007

Cushman + Wakefield
Director of Retail Services
1997 – 2000

Park Tower Realty
Director of Marketing and Asset
Management
1989 – 1993

CBRE, formerly Edwards Gordon, Co.
Vice President,
Director of Downtown Marketing
1985 – 1989

Rockefeller Center
Vice President, Retail Leasing
1974 – 1985

Kate Coburn is a key player in the real estate industry with nearly three decades of experience in strategic planning, retail programming, and downtown revitalization. Her work focuses on leveraging retail and commercial uses of development projects as activating components. Her ability to understand the developer and tenant needs—from the initial market study, through implementation strategy—creates significant bottom-line results for both parties. Prior to joining HR&A, Kate served as the founding Partner in the New York office of Economics Research Associates.

East Side Revitalization Plan, San Antonio, TX

Supported the creation of a comprehensive economic development strategy for *San Antonio for Growth on the Eastside (SAGE)*, a community development organization charged with stewarding economic and real estate development with the city's federally designated Eastside Promise Zone. Analyzed employment and demographic data and identified existing area real estate and economic trends to identify a set of priority economic development goals: attracting private investment, increasing economic diversity and activity, and improving quality of life in the area. Identified area development opportunities by testing the financial feasibility of residential, retail, office, industrial, and civic development on nine priority redevelopment parcels, considering the level of public investment needed to support private development. With an understanding of development opportunities and challenges, created a land use strategy that prioritized development areas and land uses, and incorporated public incentives, investments, and partnerships to attract businesses and development. Additionally, recommended priorities and actions for SAGE to implement its resulting strategy.

Center City San Antonio Retail Recruitment Strategy, San Antonio, TX

Created a retail revitalization strategy to transform San Antonio's West Commerce District into a regional shopping, dining, and entertainment destination. Analyzed area demographics and the surrounding retail market, identified unmet spending potential, and determined capacity of market-supportable development. The strategy prioritized areas for re-tenanting in historic buildings and high-trafficked sites, and recommended appropriate tenants to attract residents, tourists, and workers. Additionally, recommended public-realm improvements to encourage pedestrian activity and connections to the River Walk. The revitalization strategy also included a marketing plan to focus tenant recruitment, and an implementation plan to ensure the delivery of maintenance, safety, marketing, programming, recruitment, capital investment, and development management services.

Transit-Oriented Economic Development Strategy, Milwaukee, WI

On behalf of the City of Milwaukee, conducted a market analysis for two neighborhoods slated for streetcar investment. Reviewed existing conditions and market trends around the streetcar study area including commercial, retail, and residential uses, and conducted stakeholder outreach in neighborhoods that would be served by the streetcar. Developed, evaluated, and ultimately recommended a set of commercial and residential tenancing and affordability strategies designed to reduce the risk of displacement of existing residents and businesses in the area, and enable local residents and entrepreneurs to take advantage of the opportunities streetcar expansion would provide.

Redevelopment Strategy for Industrial Corridor, Louisville, KY

While with ERA, led a multi-disciplinary team to assist Metro Louisville in creating an economic development strategy for the Park Hill Industrial Corridor, a 1,400-acre economically depressed neighborhood adjacent to downtown Louisville, Kentucky. The strategy re-

AFFILIATIONS

Urban Land Institute
Member

Real Estate Board of New York Stores
Committee
Member

International Council of Shopping Centers
Member

New York City Police Museum
Former Trustee

SPEAKING ENGAGEMENTS

International Council of Shopping Centers,
2012 Office-Worker Retail Spending in a
Digital Age

Urban Land Institute
New York District Council

Women Executives in Real Estate

PUBLICATIONS

Real Estate Weekly

Shopping Center Business

established the economic vitality of corridor by identifying strategic nodes for retail, industrial, and commercial development that can spur further revitalization in the district.

Arena District Master Plan, Tulsa, OK

On behalf of the City of Tulsa, advised on the real estate and economic development elements of a master plan for the Arena District in downtown Tulsa. Identified demand drivers and analyzed the feasibility of different uses within the district. Developed a strategy to advance a feasible retail program with a compelling niche and identity. Recommended development opportunities for catalytic sites with the planning team and provided an implementation framework for activating the Arena District, which includes recommended governance strategies and funding sources for key initiatives.

University Avenue Corridor Economic Development Strategy, Lafayette, LA

As part of team led by CSRS, supporting a planning study to evaluate potential land use and economic development opportunities along the University Avenue corridor in Lafayette, Louisiana. University Avenue serves as a front door to the city and is a crucial economic asset to the community. Conducting a market assessment, recommending key locations for public realm improvements, and identifying "first-mover" opportunity sites and associated development programs.

Downtown Riverfront Master Plan Development, Fort Wayne, IN

Supporting the City of Fort Wayne in the second phase of its riverfront development effort by devising a real estate development strategy, identifying public space programmatic opportunities, analyzing potential operations and maintenance approaches, and developing approaches for strategic implementation. Phase II of riverfront development focuses on opportunities for generating and guiding private investment and real estate development in a study area surrounding the riverfront, and new public space development adjacent Promenade Park. As part of a team led by Land Collective, will conduct two phases of work: a development strategy that identifies "first-mover" development sites supported by a market scan and stabilized year feasibility analysis; and open space planning support that strategizes programmatic opportunities and analyzes operations and maintenance approaches, culminating in an implementation framework.

Greenwood Park Master Plan, Baton Rouge, LA

On behalf of the City of Baton Rouge and as part of a team led by Sasaki Associates, helped inform a conceptual programming and funding strategy to assist with the catalytic redevelopment of Greenwood Community Park, one of the largest public parks in East Baton Rouge Parish, and a significant amenity for the residents of the North Baton Rouge community and the visitors to the Baton Rouge Zoo, which is located within the park. Participated in a workshop with City stakeholders to identify programming goals and operating budget considerations. Produced case studies demonstrating a range of operating and funding models from successful parks around the country. Estimated the revenue potential of four priority program uses and helped inform a phasing strategy for the long-term build-out of the park. The Parks and Recreation Commission for the Parish of East Baton Rouge approved the park's [master plan](#) in September 2019, allocating \$25-\$35 million in public funding for the implementation of Phase 1.

WHEDco Southern Boulevard Economic Development Assessment, Bronx, NY

On behalf of The Women's Housing and Economic Development Corporation (WHEDco), developed a retail revitalization and economic development assessment for the Southern Boulevard corridor in the Bronx. Assessed local demographic and investment trends and led a retail gap analysis to identify opportunities to improve the retail mix along the corridor. Identified near-term real estate development and public investment opportunities and produced materials for WHEDco to use in outreach to retailers, property owners, developers, investors, community organizations, and the public sector. The study laid the groundwork for a broader economic development strategy that WHEDco is presently undertaking.



CARY HIRSCHSTEIN

PARTNER

EDUCATION

New York University
Robert F. Wagner Graduate School of
Public Service
Master of Urban Planning
2004

Cornell University
Bachelor of Science
Human Development
Cognitive Studies Concentration
2000

WORK EXPERIENCE

HR&A Advisors, Inc.
Partner
2014 – Present

Principal
2010 – 2014

Director
2007 – 2010

Senior Analyst
2004 – 2007

New York University
Institute for Civil Infrastructure Systems
Graduate Research
Assistant
2002 – 2004

Flatiron Real Estate Advisors, LLC
Acquisitions Consultant
2003

Jenzabar, Inc.
Project Manager, Business Development
2000 – 2001

AFFILIATIONS

International Economic Development
Council (IEDC)

Urban Land Institute (ULI):
NEXT New York

Park Slope Food Coop:
Real Estate Committee

Since joining HR&A in 2004, Cary Hirschstein has specialized in the management of large-scale urban development, real estate advisory services to nonprofit institutions, and the structuring of effective policies and programs supporting economic development, environmental sustainability and resiliency. As project leader for some of the firm's most complex pre-development work, Cary directs large multidisciplinary teams through technical review, conceptual planning, negotiations, and pre-approvals processes. He also serves as a trusted development advisor to a diverse range of nonprofit institutional clients, ranging from the New York Public Library and City University of New York to the Buffalo Bayou Partnership and the University of Minnesota Foundation. In addition, Cary advises clients on the economics of sustainability, including a focus on policy and program design for improving the energy efficiency of existing buildings.

Greensboro, NC Downtown Investment Strategy

For the City of Greensboro, NC, formulated an investment strategy and implementation plan to reinvigorate and maximize the potential use and value of a key downtown district. Performed a thorough study of market dynamics, analyzed the cost benefits of a set of targeted public investments, and recommended strategic prioritization of public improvements to leverage maximum private investment and result in a vibrant and revitalized downtown core. Under a second contract, developed a Consolidated Plan and implementation strategy for downtown Greensboro to generate economic returns, spur further revitalization, and link areas of strength.

Tulsa Economic Development Strategy, Tulsa, OK

Leading a consulting team that includes Resolute PR and Zakerion Strategies and Consulting to develop an economic and community development strategy that will guide the city toward their goal to advance long-term economic growth that benefits all city residents. Engage with city leaders, planners, and economic development stakeholders with an intended focus to work with those typically excluded from these conversations. Conduct an in-depth assessment of Tulsa's economic development entities and understand how these organizations can more effectively leverage resources to achieve their missions. Review how other cities are approaching such challenges and interview national thought leaders who can advise on locally effective approaches. Conduct workshops with the city's Steering Committee to develop a unified vision for Tulsa that includes aspirational, yet realistic, policy recommendation and outcomes.

Inclusive Incentive Strategy, Indianapolis, IN

On behalf of the Greater Indianapolis Chamber of Chamber of Commerce, evaluated existing incentive programs and advanced policy recommendations to align Indianapolis' incentives portfolio around promoting equitable growth. Reviewed past incentive usage and performance. Convened a series of stakeholder roundtables to understand community priorities and identify opportunities and challenges to re-orienting the incentive portfolio. Benchmarked national best practices for inclusive incentive deployment. Crafted policy recommendations based on review of existing incentive usage, stakeholder engagement, and best practices review, and developed metrics and deal evaluation tools for deployment of incentives.

Buffalo Bayou East Sector Investment Framework & Master Plan, Houston, TX

Developed a framework to guide long-term planning and investment in the waterfront areas of Houston's Second and Fifth Wards for Buffalo Bayou Partnership, the nationally recognized developer and operator of Houston's celebrated 160-acre Buffalo Bayou Park. Assessed existing conditions and defined a vision, key priorities, and next steps for the Partnership's activities in the East Sector consistent with principles of authenticity, connectivity,

**SELECT SPEAKING
ENGAGEMENTS**

International Economic Development
Council (IEDC) Annual Conference
*Innovating Incentives to Advance Inclusive
Economic Growth*
2018

ULI Tampa Bay
*Payoff from Parks: Creating
Transformative Urban Open Space*
2016

Columbia University
*Value Creation in Public-Private
Partnerships*
2013

Greenbuild
*Testing Innovative Financing Tools for
Multifamily Retrofits*
2012

ACEEE 2011 Symposium on Market
Transformation
*Bringing Whole Building Approaches
to Scale*
2011

National Housing Conference
38th Annual Award Program
*Recognizing the Benefits of Energy
Efficiency in Multifamily Underwriting*
2011

and inclusivity. Managed the solicitation process for a master planning team, and oversaw an 18-month planning process, including leading analysis and strategy related to real estate, financing, and implementation.

Downtown Facilities Master Plan, Houston, TX

On behalf of the Downtown Redevelopment Authority, supporting the development of a master plan for a portfolio of civic facilities owned and operated by the City of Houston in Western downtown. Providing development advisory services to support a coordinated land use and facilities use plan and a financial implementation plan. For the land use and facilities plan, analyzing the redevelopment potential of target sites and evaluate the highest and best use of the portfolio. For the financial implementation plan, evaluating financing options, transaction structures, and public-private partnerships that can support long-term management of the portfolio. All findings will be synthesized into a comprehensive final report to be used in public outreach that outlines a roadmap for achieving the vision for Western downtown.

Incentives Policy Review, Cincinnati, OH

On behalf of Cincinnati's Department of Community and Economic Development, led a comprehensive review of the City's incentive policies for real estate development and job attraction and retention. Assessed the city's economic competitiveness and benchmarked its incentive portfolio and operational procedures against five peer cities. Performed a comprehensive analysis of four major incentive programs, determining the economic and fiscal costs and benefits of each. Recommended changes to existing incentive programs and operating procedures, and suggested additional tools that would enable Cincinnati to better meet its economic development goals in a cost-effective manner.

Incentives Policy Study, Columbus, OH

Managed an evaluation of economic incentives for the City of Columbus, Ohio. Assessed how the City can best utilize incentives to realize community and development objectives in response to the evolving local economic and market context. Assessed the competitiveness of Columbus's economy, and evaluated its historical use of incentives. Analyzed the use and impact of residential abatements within four neighborhoods, and produced financial models for conceptual developments in these areas to determine the efficacy of abatements in supporting development outcomes. Benchmarked the City's commercial incentive portfolio against national peers and neighboring communities to distill best practices in program design and deployment. Recommended changes to Columbus's incentive portfolio to better meet its development objectives.

Incentive Strategy, New Orleans, LA

On behalf of the City of New Orleans, assessed the City's economic development toolkit and made recommendations for its approach to deploying incentives. Conducted a series of small-group meetings with community leaders and a comprehensive review of plans and policy directives to identify public policy priorities that could be supported using incentives, with a strong focus around inclusivity. Assessed the effectiveness of four major programs within the City's toolkit through a detailed analysis quantifying relative costs and benefits to the City. Based on the findings of the analysis, crafted a series of strategic recommendations to improve the efficiency and effectiveness of its programs in driving equitable economic outcomes. Assisted the City with implementing the recommendations of the study. Led an intensive multi-day workshop focused on producing a standard evaluation protocol to encourage project delivery of core policy objectives. Developed a series of tools to aid the City's review of incentive applications, including a dynamic pro forma template and user guide to assess the validity of applicant funding needs.



NINA BENNETT
DIRECTOR

EDUCATION

University of California, Berkeley
Master of Arts, City Planning
2010

University of Chicago
Bachelor of Arts, Public Policy
2007

WORK EXPERIENCE

HR&A Advisors, Inc.
Director
2019 - Present

Public Financial Management, Inc.
Senior Managing Consultant
2014 – 2018

BAE Urban Economics, Inc.
Associate
2010 – 2013

Center for Community Innovation
Research Fellow
2008 – 2010

U.S. Dept of Health & Human Services
Truman Fellow
2007 – 2008

National Immigrant Justice Center
Assistant Asylum Coordinator
2005 - 2006

Nina helps public sector clients navigate the pragmatic challenges of putting bold visions into practice. With deep experience at the nexus of local economics, public administration, and financial feasibility, Nina understands the full breadth of tools available to local governments. She designs strategies, evaluates policies, rethinks organizational structures, and advises clients on how best to navigate the fiscal and political barriers to change.

Prior to joining HR&A's Dallas office, Nina served as a Senior Managing Consultant at Public Financial Management (PFM), a public budgeting and operations consulting firm, where she assisted cities across the country that were struggling to recover from the Great Recession. Under a HUD-funded consortium of TA providers, she managed the design and deployment of the consortium's diagnostic services, providing over 60 municipalities nationwide with intensive, in-depth assessments of citywide challenges, municipal operations, and untapped resources. Nina's work is informed by her early career work in main street business support, federal policy, and legal aid for marginalized communities.

Equity-focused Economic Development System Redesign, Tulsa OK

Nina is working with the Bynum Administration to redesign Tulsa's community and economic development service delivery systems, which currently encompass two departments, four independent authorities, and one commission. The goal is to refocus the City's efforts on activities that directly address current racial, ethnic, and geographic inequality, and institutionalize this shift to increase its likelihood of withstanding electoral turnover. HR&A conducted an in-depth review of the seven entities to understand how the City could leverage its powers, assets, and funds more strategically and proactively within Tulsa's broader economic and community development ecosystem. At each stage of the analytic process, we facilitated deliberations and solicited input from City leaders, City staff, and public stakeholders. The final recommendations strategically realign public-facing departments and upgrade service delivery, backed by a sustainable funding strategy, benchmarking metrics, and an implementation roadmap.

Covid-19 Recovery Support, Newark NJ

Working hand-in-hand with City leadership, HR&A is increasing local capacity to manage Covid-19 reopening and support Newark businesses through the upcoming period of economic recovery. The pandemic is a rapidly evolving crisis; as such, our role is to serve as nimble, rapid-response advisors wherever needed. Activities have included support for Mayor Baraka's Reopening and Recovery Strikeforce; monitoring of county, state, and federal stimulus funding opportunities; the development of a user-friendly online tool designed to help small businesses successfully apply for bridge capital; and close coordination with staff at Bloomberg Philanthropies and the Urban Institute who are also providing technical assistance to City staff during this time. HR&A extended an economic impacts study commissioned by Bloomberg Philanthropies to distill actionable findings for City decision-makers, converting County-level industry data into likely impacts on Newark workers, consumer-oriented businesses, and retail corridors. In anticipation of business and development activity resuming, HR&A is also working across six departments to overhaul the City's approvals, permitting, and licensing procedures.

Inner City Development Feasibility Study, Laredo TX

Local champions for Laredo's historic core engaged HR&A to generate accessible, compelling analysis that would strengthen their advocacy efforts and guide future revitalization

initiatives. The resulting study laid out the fiscal and economic benefits of inner city development, explained the market reasons why no such developments are underway, and offered specific policy options and initiatives for Laredo to consider in response. HR&A used real estate trends, developer interviews, and the impacts of the adjacent US-Mexico border crossing to develop two customized construction typologies and calculate the magnitude of the financial feasibility gap. When presented in graphical format, these findings enabled laypersons to instinctively understand the extent to which local market conditions are undermining new development activity. HR&A also evaluated the City of Laredo's current policy toolkit, providing commentary on the relative efficacy of different incentive designs, and profiling several alternate approaches that are proving effective elsewhere in Texas.

Bandera Road Corridor Plan, San Antonio TX

On behalf of the City of San Antonio, HR&A contributed to a plan for the sustainable and attractive revitalization of the Bandera Road Corridor, which links northwest San Antonio and the City of Leon Valley with the central business district. HR&A conducted an existing conditions analysis of the socioeconomic and real estate market trends to inform design elements and plan goals. This analysis identified demographic shifts and growing income and real estate stratification along the corridor, realities which prompted decision-makers to revisit their views regarding what planning interventions were warranted and their expectations about implementation timeline.

HUD National Resource Network, Nationwide

From 2014 to 2018, HR&A helped to administer the National Resource Network, a HUD-funded consortium of technical assistance providers that provided heavily subsidized support to cities struggling to recover from the Great Recession. The Network's design featured inclusive economic recovery as the overarching mission, simultaneous deployment of multiple technical assistance providers, an insistence that city-specific technical assistance be designed in response to on-the-ground opportunities and not practitioner siloes, a built-in embrace of peer learning, and an ethos of adaptability and close teamwork across multiple organizations. Nina served as core staff to the Network, managing the development and deployment of the consortium's diagnostic services. Over 60 cities nationwide received intensive, in-depth evaluations of their municipal operations, looming challenges, and untapped resources.

EXHIBIT C

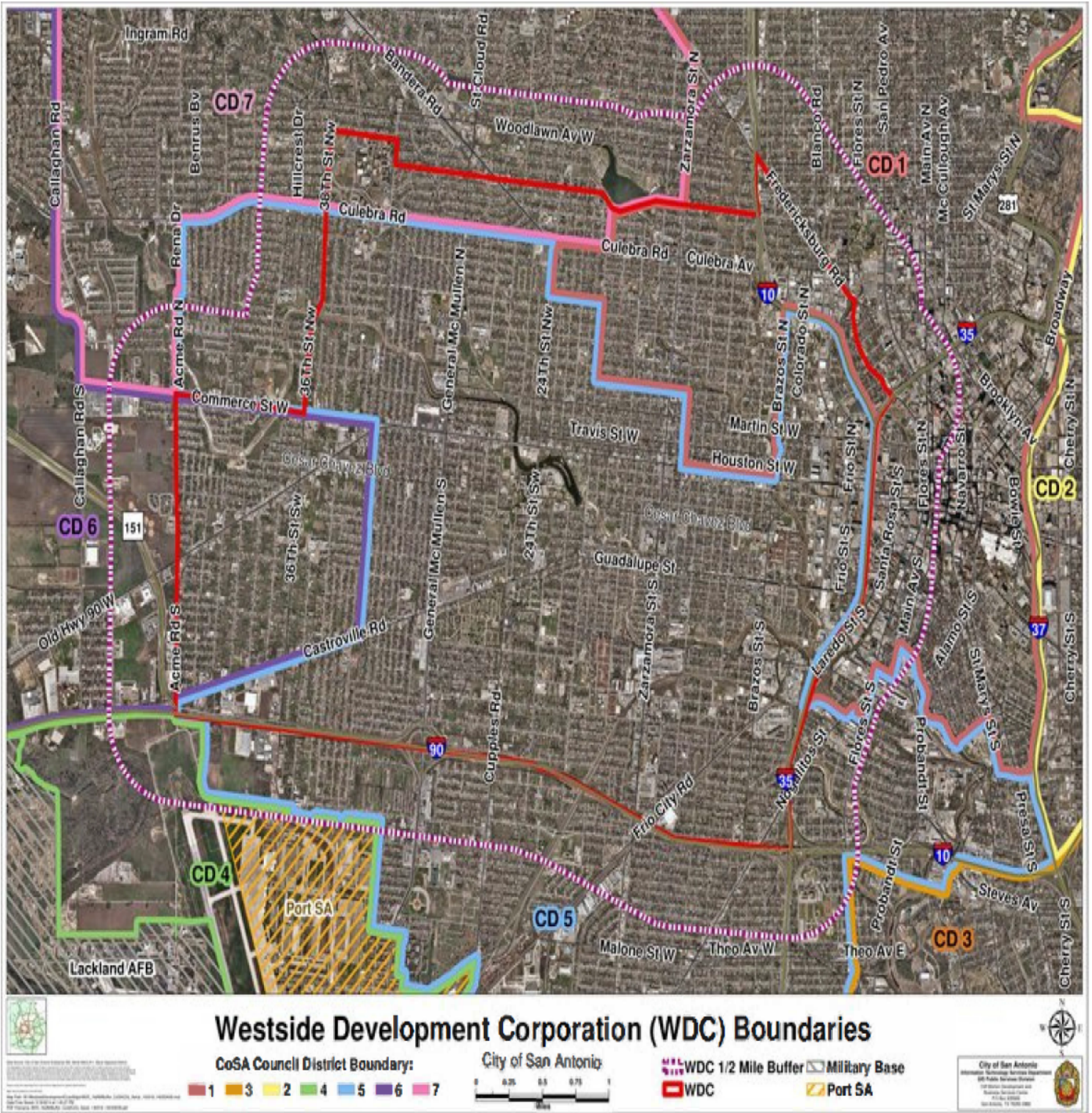


EXHIBIT D

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EXHIBIT E

PROJECT STATUS REPORT



CITY OF SAN ANTONIO
TAX INCREMENT REINVESTMENT ZONE
Project Status Report

Pursuant to the Development Agreement, the DEVELOPER has agreed to provide periodic reports of construction to the CITY upon reasonable request. The City requests that the Developer submit a TIRZ project status report every quarter every year until the project is complete, due by:

- January 15th, for the first quarter,
- April 15th, for the second quarter,
- July 15th, for the third quarter and
- October 15th, for the fourth quarter

At the completion of the project, the DEVELOPER shall submit a comprehensive final report.

Each quarterly report must include the following information:

- The number of Private Improvements completed (single-family and/or multi-family and commercial when applicable) and year in which they were completed
- The Public Improvements completed and costs incurred to date by year in which improvements were completed
- Indicate whether the construction is on track with the approved Final Project and Finance Plan
- If the project timeline has slipped, the Developer is to submit an updated project timeline
- The sale prices of the single-family homes completed (Please obtain and provide sales data for original sales price of every home sold.)
- Photos of: housing and commercial developments; before, during and after construction

In addition, for the City to monitor compliance with insurance requirements of the Development Agreement, the Developer must submit annually the Certificate of Insurance reflecting proof that:

- the City and its officers, employees and elected representatives are additional insureds as respects the operations and activities of, or on behalf of, the named insured contracting with the City, with the exception of the workers' compensation policy;
- the endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City of San Antonio is an additional insured shown on the policy;
- the Workers' Compensation and employers' liability policy provides a waiver of subrogation in favor of the City of San Antonio; and
- Notification to the City of any cancellation, non-renewal or material change in coverage was given not less than thirty (30) days prior to the change or ten (10) days prior to the cancellation due to non-payment of premiums, accompanied by a replacement Certificate of Insurance.

Attached is a form you may use to fulfill this reporting requirement.

TIRZ Project Progress Report (Construction)

Name of Project: <small>Click here to enter text.</small>	TIRZ #: <small>Click here to enter text.</small>
Progress Report #: <small>Click here to enter text.</small>	TIRZ Term: From: <small>Click here to enter a date.</small> To: <small>Click here to enter a date.</small>
Period Covered by this Report: From: <small>Click here to enter a date.</small> To: <small>Click here to enter a date.</small>	

The number of Private Improvements (single-family and/or multi-family and commercial if applicable) completed and year in which they were done

Phases (year)	start date	end date	Private Improvements							
			Single-Family Units		Multi-family Units		Commercial Acres and Square Feet		Other Improvements (example: day care centers)	
			Proposed	Completed	Proposed	Completed	Proposed	Completed	Proposed	Completed
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

The Public Improvements completed and costs incurred to date by year (phase) in which improvements occurred

Phases (year)			Public Improvements										
			Sidewalks and Approaches	Streets	Drainage	Water	Sewer	Electrical (Line Extension)	Gas	Street Lights	Traffic Signal Light	Landscaping	Other
	<i>start date</i>	<i>end date</i>	<i>Linear Feet</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Number</i>	<i>Number/Location</i>	<i>Li.Ft.</i>
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TOTALS													

➤ Is Construction on track with the approved Final Project and Finance Plan? If not, please submit an updated timeline with the actual construction and the projected buildout.

➤

[Type a description of the current project status]

Year	Original Project Plan			Actual/Projected		
	Single-Family	Multi -Family	Other	Single -Family	Multi -Family	Other

<p align="center">Certification:</p> <p>I certify that to the best of my knowledge and belief, the data above is correct and that all outlays were made in accordance with the terms of the Development Agreement.</p>	Signature of Certifying Individual:	Date:
	Type or printed Name and Title:	Telephone #:
	E-mail Address:	