



Duncanville Community and Economic Development Corporation
Special Meeting Agenda
1700 S. Main St
Duncanville Fieldhouse
Duncanville , TX 75137
(972) 780-5000

AMENDED
Monday, December 15, 2025
6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

1. CITIZEN'S PUBLIC FORUM

To submit a comment via email and for your comments to be read, the following information is required:

Submit a comment by 4:00 p.m. (day of the meeting)

Email Shamondra.Lane@duncanvilletx.gov

Email title: Public Comment – December 15, 2025

First and Last Name; and address.

2. APPROVAL OF MEETING MINUTES FOR THE FOLLOWING DCEDC MEETINGS

- A. Approval of Meeting Minutes for the October 27, 2025 and November 15, 2025 DCEDC meetings.

3. BOARD MEMBER REPORTS

4. DIRECTORS' REPORT

5. CONSENT AGENDA

6. PUBLIC HEARING

- A. Conduct a Public Hearing and Consideration of Resolution 2025-10-39, Approving an Economic Development Incentive Agreement Between the City of Duncanville Community and Economic Development Corporation (DCEDC) and Parklane Investments, LLC d/b/a Corinth Properties for Improvements at 918 East Highway 67, Duncanville, Texas. This agreement provides for the sharing of the City's Sales Tax Revenues generated by Bojangles for an amount not to exceed \$150,000 or five years, whichever comes first, beginning upon issuance of the

Certificate of Occupancy, to offset extraordinary site development and drainage improvement costs.

7. BRIEFINGS AND PRESENTATIONS

- A. Update on the Design Grant Program, Including Outreach Session and Online Incentive Grant Applications
- B. Discuss a proposed date for the Annual Joint Meeting with the City Council Pursuant to Current DCEDC Bylaws & Proposed Amendments
- C. Status Update on Coordination of a Joint Meeting with the Tax Increment Financing Board (TIF) to discuss Economic Development Initiatives.
- D. Overview of Proposed Economic Development Advisory Services with Catalyst Commercial

8. OTHER BUSINESS

- A. Discussion and Possible Action on Resolution No. 2025-10-40 Updating the DCEDC Regular Meeting Schedule and Increasing Meeting Frequency, Pending City Council Approval

9. EXECUTIVE SESSION

In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.087 (2) – Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect.

- A. In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.072 - Deliberations about the purchase, exchange, lease, or value of real properties, being located

- 1. 200 W. Center Street
- 2. 727 S. Cockrell Hill Road
- 3. 100 S. Main Street

The DCEDC shall also convene into closed executive session pursuant to the following section: Section 551.087 (2) – Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect.

10. RECONVENE INTO OPEN SESSION

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, December 9, 2025 , by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Marlon Goff

Marlon Goff
Economic Development - Assistant Director

Duncanville Community & Economic Development Corporation
 Meeting Date: November 17, 2025
 Meeting Commencement: Duncanville Fieldhouse
 1700 S. Main Street, Duncanville TX

Attendance

Member Name	Present	Absent
<i>Tammi Abney</i>	X	
<i>Derwin Broughton</i>	X	
<i>Patrick Harvey</i>	X	
<i>Donella Payne</i>	X	
<i>Tonya Savage</i>	X	
<i>Carolyn Thompson</i>	X	
<i>Gregory Zylka</i>	X	

Staff Name	Staff Title
Victor Barrera	Director Economic Development
Marlon Goff	Asst. Director Economic Development
Marcela Perez	Coordinator Economic Development
Shamondra Lane	Executive Assistant Economic Development
Mark Rauscher	Assistant City Manager for Community

Call to Order: called to order by President Harvey at 6:06 pm.

Invocation: given by Assistant Director Goff.

The Pledge of Allegiance to the U.S. and Texas Flags were led by President Harvey and recited by all.

1. CITIZEN’S PUBLIC FORUM -

Public Comment in person was opened: 6:09 pm

To submit a comment via email and for your comments to be reviewed by the Board, the following information is required:

Submit a comment by 4:00 p.m. on Monday, November 17, 2025

Email: Shamondra.Lane@duncanvilletx.gov

Email Title: Public Comment – November 17, 2025
First and Last Name and Address

No Emailed Comment

Patricia Ebert, 115 S Greenstone spoke in-person

Public Comment in person was closed: 6:11 pm

2. BOARD MEMBER REPORTS

- a. President Harvey thanked Mr. Broughton for presiding over the October meeting in his absence.

3. DIRECTORS' REPORT

- a. Director Barrera provided a memorandum and extended an invitation to the Board regarding the Holiday Lights in the Park Event from Devon Handley, Special Events Coordinator.
- b. Shared a video of Champions at Work Series – Jones Inck (featured business)

4. CONSENT AGENDA

- a. No Items

5. PUBLIC HEARINGS

- a. No Items

6. BRIEFINGS AND PRESENTATIONS

NO ACTION OR DELIBERATION WILL TAKE PLACE ON THESE ITEMS

- a. DESIGN INCENTIVE GRANT PROGRAM – OUTREACH AND INFORMATIONAL SESSION UPDATE
 - 1. Presentation on the Informational Sessions being held:
 - 1. November 18th 7:30 am
 - 2. November 20th 6:00 pm
 - 2. Grant Application will be live effective December 1, 2025

7. OTHER BUSINESS

- a. DISCUSSION AND POSSIBLE BOARD ACTION ON THE “WELCOME TO

DUNCANVILLE BUSINESS PROGRAM” INCLUDING DCEDC SPONSORED RIBBON CUTTINGS AND FUNDING FOR A ONE-YEAR CHAMBER OF COMMERCE MEMBERSHIP FOR NEW DUNCANVILLE BUSINESSES

1. Josh Thibodeaux, Duncanville Chamber Chairperson spoke about changes and the future of the Chamber and introduced Hilda Cabrera as the Executive Director.
 2. President Harvey expressed comments regarding partnering with the Chamber for businesses.
 3. Mr. Zylka asked Hilda Cabrera to discuss her new role with the Chamber
- b. DISCUSSION OF FY 2025-2026 DCEDC BOARD MEMBER BUSINESS AMBASSADOR VISITS PROGRAM
1. Assistant Director Marlon Goff discussed the Ambassador Visits Program and engagement with the local businesses.
 2. DCEDC Board Members have been assigned to a local business to visit and share reporting within the Board Member Reports.
- c. DISCUSSION AND POSSIBLE BOARD ACTION ON THE FREQUENCY OF REGULARLY SCHEDULED DCEDC MEETINGS AND PROPOSED DATES FOR FY 2025-2026
1. Director Victor Barrera proposed the option of additional meetings for an increase in the frequency of regularly scheduled meetings. Meeting times were proposed for 2 meetings per month.

8. EXECUTIVE SESSION: called to order by President Harvey at 7:39pm.

- a. In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.072 - Deliberations about the purchase, exchange, lease, or value of real properties, being located
1. 200 W. Center Street
 2. 727 S. Cockrell Hill Road
 3. 100 S. Main Street

The DCEDC shall also convene into closed executive session pursuant to the following section: Section 551.087 (2) – Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect.

- b. The DCEDC will convene into Executive Session pursuant to Texas Government Code Section 551.072(2) to consult with the Corporation’s legal counsel regarding legal issues to a potential redevelopment project involving multiple real property locations, where discussion in open session would compromise the Corporation’s legal and negotiating position.

- c. The DCEDC shall convene into Executive Session pursuant to Section 551.071 (Consultation with Attorney) to deliberate and receive legal advice regarding the Corporation's legal services contract, including review and discussion of legal billing, scope of services, and related legal matters.

9. EXECUTIVE SESSION: closed to order by President Harvey at 9:27pm.

10. RECONVENE INTO OPEN SESSION: called to order by President Harvey at 9:27pm.

11. NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION:

No action taken

Meeting adjourned by President Harvey at 9:27pm.

Duncanville Community & Economic Development Corporation
 Meeting Date: October 27, 2025
 Meeting Commencement: City Hall Briefing Room
 203 E. Wheatland Road, Duncanville TX

Attendance

Member Name	Present	Absent
<i>Tammi Abney</i>	X	
<i>Derwin Broughton</i>	X	
<i>Patrick Harvey</i>		X
<i>Donella Payne</i>		X
<i>Tonya Savage</i>	X	
<i>Carolyn Thompson</i>	X	
<i>Gregory Zylka</i>	X	

Staff Name	Staff Title
Victor Barrera	Director Economic Development
Marlon Goff	Asst. Director Economic Development
Marcela Perez	Coordinator Economic Development
Shamondra Lane	Executive Assistant Economic Development
Mark Rauscher	Assistant City Manager for Community

Call to Order: called to order by Vice President Broughton at 6:07 pm.

Invocation: given by Vice President Broughton.

The Pledge of Allegiance to the U.S. and Texas Flags were led by Assistant Director Goff and recited by all.

1. CITIZEN’S PUBLIC FORUM -

Public Comment in person was opened: 6:31 pm

To submit a comment via email and for your comments to be reviewed by the Board, the following information is required:

Submit a comment by 4:00 p.m. on Monday, October 27, 2025

Email: Shamondra.Lane@duncanvilletx.gov

Email Title: Public Comment – 10/27/2025
First and Last Name and Address

Emailed Comment – Barry Gordon

Patricia Ebert, 115 South Greenstone spoke in-person
Marlis Gordon, 1751 Crescent Lane spoke in-person

Public Comment in person was closed: 6:11 pm

2. APPROVAL OF MEETING MINUTES FOR THE FOLLOWING DCEDC MEETINGS:

- a. SEPTEMBER 8, 2025
- b. SEPTEMBER 22, 2025

Motion to accept the September 8 minutes as printed first by Tammi Abney, seconded by Tonya Savage.

Motion passed 4-0-1 (Yea-Nay-Abstain)

Member Name	Yea	Nay	Abstain
<i>Tammi Abney</i>	X		
<i>Derwin Broughton</i>	X		
<i>Tonya Savage</i>	X		
<i>Carolyn Thompson</i>	X		
<i>Gregory Zylka</i>			X

Motion to accept the September 22 minutes as printed first by Tammi Abney, seconded by Carolyn Thompson.

Motion passed 4-0-1 (Yea-Nay-Abstain)

Member Name	Yea	Nay	Abstain
<i>Tammi Abney</i>	X		
<i>Derwin Broughton</i>	X		
<i>Tonya Savage</i>			X
<i>Carolyn Thompson</i>	X		
<i>Gregory Zylka</i>	X		

3. BOARD MEMBER REPORTS

No Report Submitted.

4. DIRECTORS' REPORT

- a. Director Victor Barrera acknowledged Board Member Tammi Abey for 25 years of volunteer service to the City of Duncanville.
- b. Acknowledgement of an Ambassador visit was done by President Harvey to Boston Market
- c. Proposed calendar meeting dates for the holiday schedule
- d. Reminder to Board of the questionnaire to be completed for apparel to represent the corporation.
- e. Mr. Zylka asked for an update on the Grants. Marcela Perez & Marlon Goff provided details.

5. CONSENT AGENDA

- a. CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION 2025-10-36, APPROVING THE ATTORNEY-REVISED BYLAWS OF THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC), AND AUTHORIZING THE PRESIDENT TO EXECUTE SAID DOCUMENT AND FORWARD IT TO THE CITY COUNCIL FOR FINAL APPROVAL IN ACCORDANCE WITH THE DCEDC BYLAWS.
 - i. Mr. Zylka had questions regarding wording and roles defined in the Bylaws. Attorney Shelby provided feedback.
 - ii. Board determined to remove Secretary and replace with City Staff (pg. 11) and strikethrough Section 4.

Motion to accept the bylaws with the edits by Greg Zylka, seconded by Tonya Savage.

Motion passed 5-0-0 (Yea-Nay-Abstain)

Member Name	Yea	Nay	Abstain
<i>Tammi Abney</i>	<i>X</i>		
<i>Derwin Broughton</i>	<i>X</i>		
<i>Tonya Savage</i>	<i>X</i>		
<i>Carolyn Thompson</i>	<i>X</i>		
<i>Gregory Zylka</i>	<i>X</i>		

- b. CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION 2025-10-37, APPROVING THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) STRATEGIC PLAN (FY2026–FY2027) AND THE OFFICE OF ECONOMIC DEVELOPMENT DEPARTMENTAL WORK PLAN FOR FISCAL YEAR 2026, ESTABLISHING GOALS, PRIORITIES, AND PERFORMANCE METRICS FOR ECONOMIC DEVELOPMENT ACTIVITIES.
 - i. Board had questions about the software that was purchased and the functions for listings of available city properties.

Motion to approve the DCEDC Strategic Plan (FY2026-2027) and Economic Development Work plan for FY 2026 by Greg Zylka, seconded by Tonya Savage.

Motion passed 5-0-0 (Yea-Nay-Abstain)

Member Name	Yea	Nay	Abstain
<i>Tammi Abney</i>	X		
<i>Derwin Broughton</i>	X		
<i>Tonya Savage</i>	X		
<i>Carolyn Thompson</i>	X		
<i>Gregory Zylka</i>	X		

- c. CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION 2025-10-38, APPROVING A PURCHASE AND SALE AGREEMENT (PSA) BETWEEN THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) AND PEGASO CALIFORNIA CONSTRUCTION CORP FOR THE SALE AND REDEVELOPMENT OF THE PROPERTY KNOWN AS “RAILROAD FLATS.”
 - i. Attorney Shelby and Director Barrera provided clarity of the language for the rebate and purchase sale agreement Mr. Zylka had questioned.

Motion to approve the action on resolution 2025-10-38 purchase and sale agreement between the DCEDC and Pegaso California Construction Corp for the same and redevelopment of the property known as “*Railroad Flats*” by Tammi Abney, seconded by Carolyn Thompson.

Motion passed 5-0-0 (Yea-Nay-Abstain)

Member Name	Yea	Nay	Abstain
<i>Tammi Abney</i>	X		
<i>Derwin Broughton</i>	X		
<i>Tonya Savage</i>	X		
<i>Carolyn Thompson</i>	X		
<i>Gregory Zylka</i>	X		

6. PUBLIC HEARINGS –

Public Hearing opened at 6:50 pm.

- ~~a. CONDUCT A PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2025-10-39, APPROVING A FIVE-YEAR SALES TAX SHARING AGREEMENT BETWEEN THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) AND THE DEVELOPER OF THE BOJANGLES RESTAURANT AND RANDOLPH BROOKS FEDERAL CREDIT UNION (RBFCU) OUTLOTS. THE AGREEMENT PROVIDES FOR A 50% SHARING OF THE CITY’S SALES TAX REVENUES GENERATED BY BOJANGLES FOR A MAXIMUM TERM OF FIVE (5) YEARS, BEGINNING UPON ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, TO OFFSET~~

~~EXTRAORDINARY SITE DEVELOPMENT AND DRAINAGE IMPROVEMENT COSTS:~~

- i. Item was tabled due to updated information not provided to Board in a timely manner per Director Barrera.

7. ACTION ITEMS:

~~a. CONSIDER APPROVAL OF RESOLUTION 2025-10-39~~

- i. Item was tabled due to updated information not provided to Board in a timely manner per Director Barrera.

Public Hearing closed at 6:52 pm.

8. BRIEFINGS AND PRESENTATIONS

NO ACTION OR DELIBERATION WILL TAKE PLACE ON THESE ITEMS

a. HISPANIC HERITAGE FEST – POST EVENT BRIEFING

- i. Devon Handley provided a post briefing to the Board. The Board provided gratitude and feedback with continuation of growth and partnership with Best Southwest.

9. OTHER BUSINESS

a. DISCUSSION AND POSSIBLE BOARD ACTION TO APPROVE DRAFT SPONSORSHIP MARKETING PLAN FOR SIGNATURE EVENTS.

- ii. Assistant Director Marlon Goff led with intentions of receiving feedback from the Board and Devon Handley presented with Sponsorship Opportunities and Endorsements for our Signature Events examples.

Motion to approve the Sponsorship Marketing Plan as presented by Tonya Savage, seconded by Carolyn Thompson.

Motion passed 5-0-0 (Yea-Nay-Abstain)

Member Name	Yea	Nay	Abstain
<i>Tammi Abney</i>	<i>X</i>		
<i>Derwin Broughton</i>	<i>X</i>		
<i>Tonya Savage</i>	<i>X</i>		
<i>Carolyn Thompson</i>	<i>X</i>		
<i>Gregory Zylka</i>	<i>X</i>		

10. EXECUTIVE SESSION: called to order by Vice President Broughton at 7:16pm.

- a. In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.072 - Deliberations about the purchase, exchange, lease, or value of real properties, being located

1. 200 W. Center Street
2. 727 S. Cockrell Hill Road
3. 100 S. Main Street

The DCEDC shall also convene into closed executive session pursuant to the following section: Section 551.087 (2) – Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect.

11. EXECUTIVE SESSION: closed to order by Vice President Broughton at 7:57pm.

12. RECONVENE INTO OPEN SESSION: called to order by Vice President Broughton at 7:57pm.

13. NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION:

No action taken

Motion for adjournment by Greg Zylka, seconded by Tammi Abney

Motion passed 5-0-0 (Yea-Nay-Abstain)

Meeting adjourned by Vice President Broughton at 9:58pm.



STAFF REPORT

MEETING: Community and Economic Development Corporation - December 15, 2025

TITLE:

Conduct a Public Hearing and Consideration of Resolution 2025-10-39, Approving an Economic Development Incentive Agreement Between the City of Duncanville Community and Economic Development Corporation (DCEDC) and Parklane Investments, LLC d/b/a Corinth Properties for Improvements at 918 East Highway 67, Duncanville, Texas. This agreement provides for the sharing of the City's Sales Tax Revenues generated by Bojangles for an amount not to exceed \$150,000 or five years, whichever comes first, beginning upon issuance of the Certificate of Occupancy, to offset extraordinary site development and drainage improvement costs.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

Parklane Investments, LLC d/b/a Corinth Properties (“Applicant”) is requesting economic development assistance from the DCEDC for infrastructure and beautification improvements associated with redevelopment of property located at 918 East Highway 67, Duncanville, Texas. The proposed improvements include stormwater drainage, sanitary sewer access, and similar infrastructure upgrades to support redevelopment and enhance site readiness.

Under the Agreement, the DCEDC will provide an economic development incentive grant of up to \$150,000, to be paid in annual installments based on performance, specifically through a reimbursement of up to 75% of incremental sales tax revenue above the 2025 base year, until the total incentive cap is reached. Payments are contingent upon compliance with all requirements outlined in the Agreement, including

installation of improvements, maintenance of a Certificate of Occupancy, and submission of proper reimbursement documentation.

The incentive meets the statutory requirements of Chapters 501–505 of the Texas Local Government Code and aligns with DCEDC’s goals to promote redevelopment, improve site conditions along the Highway 67 corridor, increase ad valorem and sales tax revenues, and stimulate local economic growth.

POLICY EXPLANATION:

The proposed Economic Development Incentive Agreement is consistent with the DCEDC’s adopted Incentive Policies and Guidelines, which authorize the use of Type B sales-tax revenues to support eligible projects that enhance commercial redevelopment, promote business retention and expansion, and strengthen the community’s economic vitality.

This Agreement aligns with the purposes outlined in Chapters 501–505 of the Texas Local Government Code by supporting public infrastructure improvements that facilitate private investment, improve site readiness, and stimulate economic activity within a priority commercial corridor.

The project advances DCEDC policy objectives by:

- Encouraging redevelopment of aging or underutilized commercial property;
- Supporting infrastructure improvements that enable new commercial activity and investment;
- Leveraging performance-based incentives tied to measurable outcomes (sales tax growth above a baseline year);
- Enhancing the overall appearance, accessibility, and economic potential of the Highway 67 corridor; and
- Supporting long-term increases in local sales tax and ad valorem tax revenues.

Approval of this Agreement is consistent with the DCEDC’s mission to foster sustainable economic development and create conditions that attract and retain businesses in Duncanville.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

Purchase Amount

After Encumber

N/A

N/A

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Duncanville EDC Request (002), Bojangles Elevation Example, SUP Site C23012 (002), Resolution_2025-10-39_DC EDC, Duncanville.Eco Dev Incentive Agreement DCEDC and Corinth Properties.final.12.8.25

CORINTH PROPERTIES

August 18, 2025

City of Duncanville
Attn: Victor Barrera
Economic Development
203 E. Wheatland Road
Duncanville, Tx 75116

Re: 914 & 918 E. Hwy 67, Duncanville, Texas – Request for Strategic Investment

Dear Mr. Barrera:

Over the past two years, our team has been actively engaged with the City of Duncanville in an effort to bring new life to two long-overlooked parcels located at 914 and 918 E. Highway 67, on the east side of the highway just north of S. Cockrell Hill Road. These parcels have remained undeveloped for decades—not due to a lack of interest, but because of extraordinary and site-specific infrastructure challenges that stem from surrounding developments made years ago.

Today, we are respectfully requesting the City's partnership in overcoming these inherited challenges so we can move forward with a high-quality, revenue-generating development that aligns with the City's long-term vision.

Through close collaboration with City staff and leadership, we created a tailored Planned Development—adopted as Ordinance No. 2537 in April 2025—to ensure the land is used in a way that maximizes community benefit. Although the development process has not been without setbacks—including the loss of a previously committed tenant due to delays—we remain steadfast in our belief in this project. That belief has paid off. We now have two committed, high-quality tenants: Randolph Brooks Federal Credit Union (RBFCU) and Bojangles Restaurant. Both brands are well-established, economically strong, and eager to become part of the Duncanville community.

While every development faces its own hurdles, the challenges with these two sites are unusually complex and were not of our making. Specifically, we are dealing with two critical infrastructure deficits:

1. Stormwater Drainage

- There is no City-owned storm sewer system serving this area. Consequently, neighboring properties constructed their own detention systems, which now discharge directly onto our parcels.
- As a result, we are being required to build a regional stormwater detention facility that will manage not only our own runoff but also approximately 4.5 acres of runoff from adjacent properties—a 270% increase in water volume over what we would typically be responsible for.

4645 N. Central Expressway, Suite 300
Dallas, Texas 75205

CORINTH PROPERTIES

- A ravine has formed on our land due to prolonged runoff from these neighboring sites, further complicating site development and requiring additional stabilization and engineering.
2. Sanitary Sewer Access
- There is a 100-foot segment of sanitary sewer line behind our property that was installed by a previous developer for the property behind us, then capped and abandoned. It currently holds stagnant water and must be removed and replaced due to structural failure.
 - Moreover, we must now also construct an entirely new 350-foot sanitary sewer extension across a neighboring parcel to connect to the existing City system at Avenue of the Stars.

These two infrastructure challenges alone are adding approximately \$375,000 in unexpected costs to the project—costs directly linked to the lack of existing City infrastructure and prior development allowances. Despite these hurdles, we remain committed to seeing this project through and to delivering long-term value to Duncanville.

To help bridge the gap, we are respectfully requesting a \$150,000 investment from the City of Duncanville to offset these unordinary infrastructure costs. In return, the City stands to benefit significantly from increased tax revenue from two stable and reputable tenants. Each development will require \$1.2-1.6M to develop, and the two developments combined will generate an estimated \$91,000 in tax revenue over five years. Bojangles sales for this location are estimated to provide the City with approximately \$150,000 over five years in sales tax revenue. With these two new sources of income, the City's investment will be recouped in approximately 3 years. In addition to direct tax revenue, the City will benefit from the activation of two long-vacant parcels with meaningful development, job creation and wage growth, and increased consumer activity and community reinvestment.

We are proud to be partners in Duncanville's growth and hope to continue working with you to bring this project across the finish line. We welcome the opportunity to discuss this request further at your earliest convenience.

Thank you for your time, consideration, and ongoing support.

Sincerely,



John Dickey
Corinth Properties



RESOLUTION NO. 2025-10-39

A RESOLUTION OF THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE DCEDC AND PARKLANE INVESTMENTS, LLC d/b/a CORINTH PROPERTIES FOR CERTAIN IMPROVEMENTS AT 918 EAST HIGHWAY 67, DUNCANVILLE, TEXAS; AUTHORIZING THE DCEDC PRESIDENT TO EXECUTE THE AGREEMENT; PROVIDING FOR NON-SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (“DCEDC”) is a Type B economic development corporation created pursuant to Chapters 501–505 of the Texas Local Government Code for the purpose of promoting and assisting economic development within the City of Duncanville; and

WHEREAS, Parklane Investments, LLC d/b/a Corinth Properties (“Applicant”) is undertaking redevelopment activities at property located at 918 East Highway 67, Duncanville, Texas (the “Project”), including certain infrastructure improvements such as stormwater drainage, sanitary sewer access, and related enhancements that support redevelopment and site readiness; and

WHEREAS, the Applicant has requested economic development assistance to support qualified public infrastructure improvements that meet the requirements of the DCEDC’s adopted Incentive Policies and Guidelines and the Development Corporation Act; and

WHEREAS, the DCEDC finds that providing an economic development incentive grant of up to \$150,000, reimbursed through annual installments based on up to 75% of incremental sales tax revenues above the 2025 base year, promotes the public purposes of the DCEDC by encouraging redevelopment investment, improving commercial property conditions, enhancing economic vitality, and increasing potential sales and property tax revenues; and

WHEREAS, the DCEDC has reviewed the proposed Economic Development Incentive Agreement (the “Agreement”), and finds it to be consistent with state law, DCEDC objectives, and the best interests of the community; and

WHEREAS, the DCEDC desires to approve the Agreement subject to non-substantive changes as may be approved by the DCEDC President and legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC):

SECTION 1. The DCEDC hereby approves the Economic Development Incentive Agreement between the DCEDC and Parklane Investments, LLC d/b/a Corinth

Properties for improvements at 918 East Highway 67, Duncanville, Texas, in an amount not to exceed \$150,000, substantially in the form presented to the DCEDC this date.

SECTION 2. The DCEDC President is hereby authorized to execute the Agreement on behalf of the DCEDC, together with any related documents, subject to non-substantive changes approved by the DCEDC President and legal counsel.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the Duncanville Community and Economic Development Corporation, this 15th day of December, 2025.

Patrick Harvey, President
Duncanville Community and Economic Development Corporation

ATTEST:

Victor M. Barrera, Economic Development Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT**

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the “DCEDC”) acting by and through Patrick Harvey, its duly authorized DCEDC President and Parklane Investments, LLC d/b/a Corinth Properties (the “Applicant”).

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for improvements on property it and its affiliated entity are developing located at 918 East Highway 67, Duncanville, Texas, being Lot **2AR, Block B C.B.D.**, Hollywood Park Addition, hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided to Applicant and are to be utilized for qualified expenditures related to infrastructure redevelopment and beautification on the Project and neighboring tracts in the amount of up to One Hundred and Fifty Thousand Dollars (\$150,000.00); and

WHEREAS, the improvements shall mean infrastructure improvements related to stormwater drainage and sanitary sewer access, and other like improvements for the Project and neighboring tracts; and

WHEREAS, payment of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances applicable to the Project as of the date of this Agreement (provided that, in the event that any of the requirements of Ordinance No. 2537 of the City of Duncanville, Texas (the “P.D.”) applicable to the Project contradicts the City of Duncanville codes and ordinances, the requirements of the P.D., shall control) and remaining in business for the **agreed forgiveness period**; and

WHEREAS, the Applicant, meets all program requirements, as further provided herein, in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the

form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met as further set forth herein, unless otherwise terminated as provided for in this agreement; and, shall continue for a period of five (5) years from the Commencement Date (as hereinafter defined).

ARTICLE III. GRANT

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 918 East Highway 67, Duncanville, Texas, the DCEDC agrees to provide an incentive grant in the amount equal to the cost of improvements to the Project, up to One Hundred and Fifty Thousand Dollars (\$150,000.00) (the "Grant Funds"), subject to the terms and conditions set forth in this Agreement. The Grant Funds will be paid in annual installment payments to Applicant as set forth in this Agreement. Payments of Grants Funds will be made if funds are available from sales tax proceeds, provided that all Covenants of Applicant (as that term is hereinafter defined) are timely met. Nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of the Grant Funds to achieve the purposes recited herein.

3.03 Upon execution of this agreement, the Grant Funds will be provided to Applicant in yearly installments for payment for redevelopment and improvements as described herein.

3.04 So long as the **Covenants of Applicant** outlined under Article IV herein continue to be met, the Grant Funds shall be paid in installments according to the following "Schedule A":

SCHEDULE A		
Covenant of Applicant	DCEDC's Time of Performance	DCEDC's Performance Requirements
Applicant or the occupant of the Project must obtain a certificate of occupancy for the Project address and meet all Covenants of Applicant at the time of DCEDC's Time of Performance for the 2026 tax year.	DCEDC must pay Applicant not less than 30 days following issuance of report by the Texas State Comptroller's office for sales tax collected for the 2026 tax year.	Payment of up to 75% of the amount of sales taxes collected in excess of the amount collected for the 2025 tax year for the subject property until DECEDC has reimbursed Applicant a maximum of \$150,000.00 in aggregate for the total Project.
Applicant or the occupant of the Project must maintain a certificate of occupancy for the Project address and meet Covenants of Applicant at the time of DCEDC's Time of Performance for the 2027 tax year.	DCEDC must pay Applicant not less than 30 days following issuance of report by the Texas State Comptroller's office for sales tax collected for the 2027 tax year.	Payment of up to 75% of the amount of sales taxes collected in excess of the amount collected for the 2025 tax year for the subject property until DECEDC has reimbursed Applicant a maximum of \$150,000.00 in aggregate for the total Project.
Applicant or the occupant of the Project must maintain a certificate of occupancy for the Project address and meet all Covenants of Applicant at the time of DCEDC's Time of Performance for the 2028 tax year.	DCEDC must pay Applicant not less than 30 days following issuance of report by the Texas State Comptroller's office for	Payment of up to 75% of the amount of sales taxes collected in excess of the amount collected for the

	sales tax collected for the 2028 tax year.	2025 tax year for the subject property until DECEDC has reimbursed Applicant a maximum of \$150,000.00 in aggregate for the total Project .
Applicant or the occupant of the Project must maintain a certificate of occupancy for the Project address and meet all Covenants of Applicant at the time of DECEDC's Time of Performance for the 2029 tax year.	DCEDC must pay Applicant not less than 30 days following issuance of report by the Texas State Comptroller's office for sales tax collected for the 2029 tax year.	Payment of up to 75% of the amount of sales taxes collected in excess of the amount collected for the 2025 tax year for the subject property until DECEDC has reimbursed Applicant a maximum of \$150,000.00 in aggregate for the total Project .
Applicant or the occupant of the Project must maintain a certificate of occupancy for the Project address and meet all Covenants of Applicant at the time of DECEDC's Time of Performance for the 2030 tax year.	DCEDC must pay Applicant not less than 30 days following issuance of report by the Texas State Comptroller's office for sales tax collected for the 2030 tax year.	Payment of up to 75% of the amount of sales taxes collected in excess of the amount collected for the 2025 tax year for the subject property until DECEDC has reimbursed Applicant a maximum of \$150,000.00 in aggregate for the total Project .

ARTICLE IV. COVENANTS OF APPLICANT

4.01. As a condition precedent to DCEDC’s payment of installments of Grant Funds each tax year during the Term of this Agreement, the Applicant agrees to do, or to cause the occupant of the Project to do, the following (the “Covenants of Applicant”), so that the same are fulfilled on or before the time DCEDC is required to pay an installment payment of Grant Funds each tax year during the Term of this Agreement:

- (a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance and the P.D., provided that in the event of any disagreement between local ordinances and the P.D., the P.D. shall control; and
- (b) Provide a verified grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III; and
- (c) ~~Intentionally deleted;~~ and
- (d) ~~Intentionally deleted;~~ and
- (e) Receive and maintain a certificate of occupancy for the Project; and
- (f) ~~;~~ and
- (g) ~~and~~
- (h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or undocumented contractors and/or subcontractors at the Project, and if convicted of a violation under 8 U.S.C Section 1324a(f) as a result of work related to the Project, the Applicant shall repay the amount of the Grant Funds received within 130 business days after the date the Applicant is convicted, and upon such date this agreement shall automatically terminate.
- (i) ~~Intentionally deleted.~~

Commented [M1]: This is duplicative of 4.01(e)

Commented [M2]: The amount of the Grant Funds are already established.

Commented [M3]: The payment of the Grant Funds is tied to sales tax revenue, not ad valorem tax revenue.

Commented [M4]: This is duplicative of 4.01(a).

Commented [M5]: This section is not applicable to the structure of this agreement since the Grant Funds are reimbursement for Applicant’s expenses (they are not paid prospectively), and the first payment is not made until after the occupant of the Project is open and generating sales tax.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant Funds; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.01(d) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein due to non-collection of applicable sales taxes during a giving taxing period. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and no guarantee of payment.
- (h) _____

Commented [M6]: Termination due to default is already covered in subsection C above.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Project and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** Intentionally deleted. _____

Commented [M7]: This remedy is not applicable in this situation. If applicant is in default, DCEDC can terminate the agreement and stop payment of the next installment. The Grant Funds are reimbursement for funds already spent by Applicant, and not prospective payment.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC by and through its lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, to the extent the same are related to the invoices and proof of payment submitted to the DCEDC pursuant to Section 4.01(b), and subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the Covenants of Applicant set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying an installment of Grant Funds; and
- (d) Intentionally deleted.

The DCEDC will provide the Applicant with at least thirty (30) days' written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities at Applicant's place of business, during its normal business hours, so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT'S BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THIS AGREEMENT. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. **THE APPLICANT MAY NOT ASSIGN ALL OR ANY PART OF ITS RIGHTS AND OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN APPROVAL OF THE DCEDC.** DCEDC and the City acknowledge and agree that the rights of Applicant set forth in this Agreement are personal to Applicant, are not intended to be granted to any owner or occupant of the Project, and do not run with the land.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Parklane Investments, LLC, d/b/a Corinth Proj
4645 N. Central Expressway, Suite 300
Dallas, Texas 75205
Attn: Frank Mihalopoulos

City: City of Duncanville
Attention: Richard Abernethy
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Victor Barrera
P.O. Box 380280
Duncanville, Texas 75138-0280

With a copy to:

Brandon Shelby
Shelby Law, PLLC
PO Box 1316
Sherman, Texas 75091

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties

hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.20. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on _____.

**PARKLANE INVESTMENTS, LLC d/b/a CORINTH PROPERTIES
JOHN DICKEY, AUTHORIZED SIGNATOR**

Date: _____, 2025

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Patrick Harvey
Its: Board President
Date: _____, 2025

CITY OF DUNCANVILLE

By: Richard Abernethy
Its: Interim City Manager
Date: _____, 2025

Corinth Properties Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared John Dickey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized to execute the foregoing instrument on behalf of Parklane Investments, LLC d/b/a Corinth Properties for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Patrick Harvey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

City of Duncanville Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Richard Abernethy, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Interim City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:



STAFF REPORT

MEETING: Community and Economic Development Corporation - December 15, 2025

TITLE:

Update on the Design Grant Program, Including Outreach Session and Online Incentive Grant Applications

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Marcela Perez

BACKGROUND/HISTORY:

To prepare for the new DCEDC Design Incentive Program application rollout for Fiscal Year 26, two in-person informational sessions were hosted for local businesses and entrepreneurs interested in revitalizing their business spaces. A social media marketing campaign promoted the information sessions to the community and posts were scheduled on all the City’s and DCEDC's social media platforms and profiles. In total, 17 posts were created, which had a reach of almost 4,000 individual profiles.

Twenty (20) individuals attended the information sessions, despite severe weather conditions. Twenty-four (24) individuals pre-registered. Efforts to promote the program and application window to the community will continue beyond the application start date of December 1, 2025.

POLICY EXPLANATION:

The Design Incentive Grant applications, guidelines, and templates are now live on the Economic Development's “Local Incentives” web page. Applicants are advised to follow a 4-step review and submission process. **Step 1) - REVIEW GRANT GUIDELINES PRIOR TO SUBMITTING ANY APPLICATION. Step 2) — DOWNLOAD BUSINESS AND MARKETING PLAN TEMPLATES (if necessary). Step 3) - GATHER REQUIRED**

APPLICATION DOCUMENTS AND REQUIRED INFORMATION. Step 4) - COMPLETE ONLINE APPLICATION PER CATEGORY.

Applicants may apply for multiple grant categories. However, each grant will require its own application. For ease of use, all applications are uniform in the order of questions, in addition to information and documentation requirements.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

- 1. Approve.
- 2. Disapprove
- 3. Other actions as directed by Council.

ATTACHMENTS:

None



STAFF REPORT

MEETING: Community and Economic Development Corporation - December 15, 2025

TITLE:

Discuss a proposed date for the Annual Joint Meeting with the City Council Pursuant to Current DCEDC Bylaws & Proposed Amendments

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

**Victor Barrera
Marlon Goff**

BACKGROUND/HISTORY:

The Duncanville Community and Economic Development Corporation Bylaws require an annual joint meeting between the DCEDC Board of Directors and the Duncanville City Council. This joint meeting provides an essential opportunity for collaborative discussion of economic development priorities, strategic initiatives, and matters of mutual interest to both bodies.

Historically, this joint meeting has been scheduled to occur in June of each calendar year. However, staff recommends modifying the timing of this annual joint meeting to better align with the City's operational and budgetary calendar. Conducting the joint meeting in the early portion of the calendar year, prior to the commencement of the City's annual budget process which begins in the Spring, would provide several strategic advantages:

- Enhanced coordination between DCEDC initiatives and the City's budget development process
- Earlier alignment on economic development priorities and resource allocation for the upcoming fiscal year
- Improved ability to incorporate DCEDC workplan goals and project timelines into

the City's broader planning efforts

- More effective communication regarding real property acquisition and disposal strategies

City staff is proposing the annual joint meeting with City Council be scheduled for **Monday, January 26, 2026**. This date corresponds with the fourth Monday of the month and represents the regularly scheduled meeting date of the DCEDC Board of Directors. The City Council and City Manager's Office are also proposing that the **Tax Increment Financing Board (TIF Board) also participate** in this joint meeting session on January 26th.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

None



STAFF REPORT

MEETING: Community and Economic Development Corporation - December 15, 2025

TITLE:

Status Update on Coordination of a Joint Meeting with the Tax Increment Financing Board (TIF) to discuss Economic Development Initiatives.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The Tax Increment Financing (TIF) Board has been invited to participate in the annual joint meeting between the Duncanville Community and Economic Development Corporation (DCEDC) Board of Directors and the Duncanville City Council scheduled for Monday, January 26, 2026. This meeting represents a strategic opportunity to foster alignment, enhance coordination, and facilitate comprehensive discussion of economic development initiatives within the Tax Increment Reinvestment Zone (TIRZ) and throughout the broader community.

The Tax Increment Reinvestment Zone (TIRZ) was established as a tool to incentivize economic and redevelopment activity in targeted areas by using incremental tax revenue generated within the zone. As the governing body responsible for TIRZ project planning, financing recommendations, and reinvestment strategy implementation, the TIF Board plays a critical role in shaping the economic future of designated reinvestment areas.

The proposed meeting date of **Monday, January 26, 2026**, aligns with the regularly scheduled meeting date of the DCEDC Board of Directors and occurs early in the calendar year, providing optimal timing for budget planning and goal-setting

discussions. This early-year meeting structure allows all three bodies to establish shared priorities and coordinate resource allocation strategies in advance of the City's annual budget development cycle, which intensifies in the Spring months.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

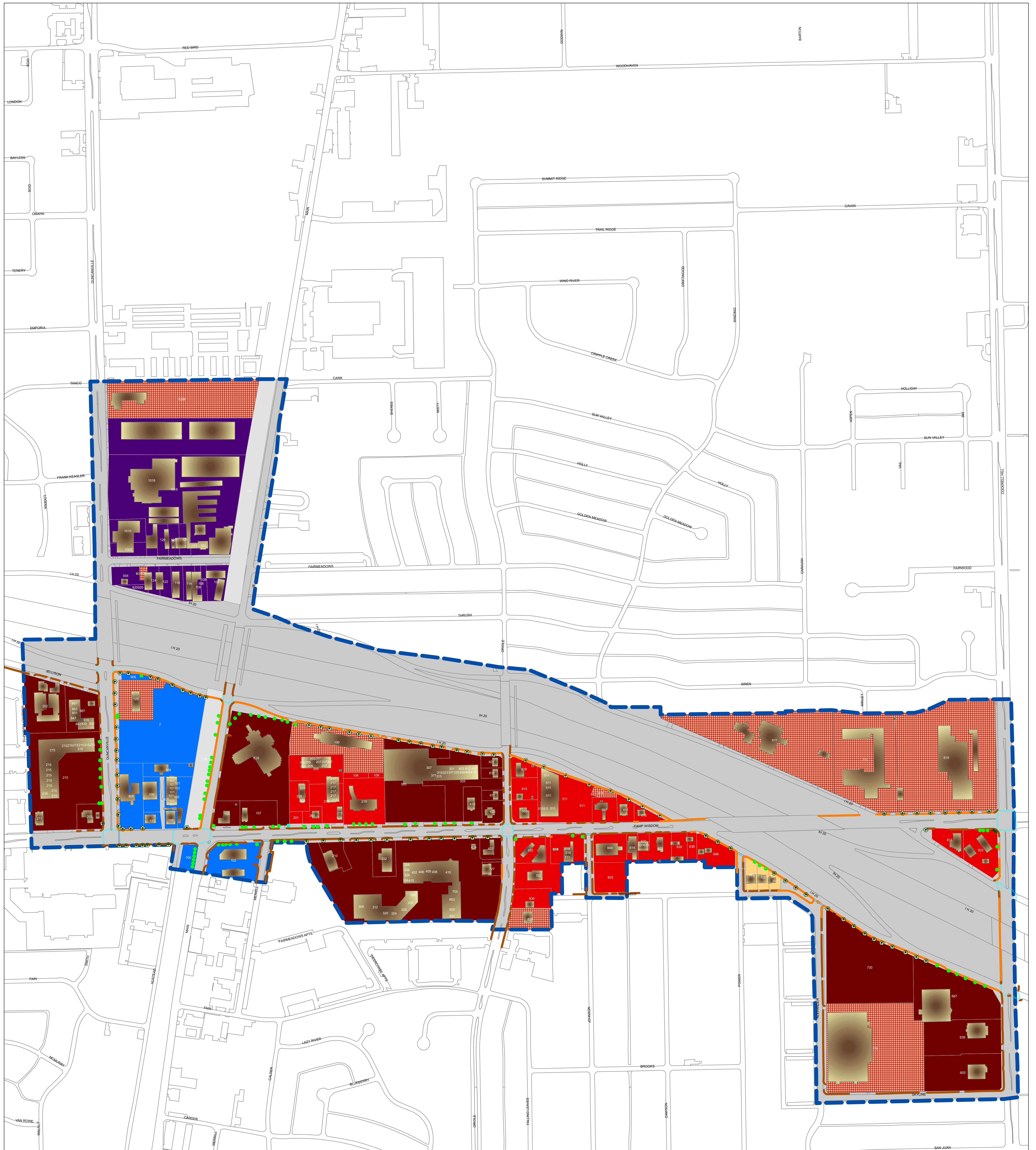
ACTION ALTERNATIVES:

- 1. Approve.
- 2. Disapprove
- 3. Other actions as directed by Council.

ATTACHMENTS:

TIF Area Ord 2295 New Zoning

TIF AREAS ORDINANCE 2295



Legend

TIF_Parcels

ZONING CLASSIFICATIONS

- DD, Downtown Duncanville District
- GOR General Office/Retail District
- I Industrial District
- LOR Local Office/Retail District
- RR, Railroad
- SF-7 Single-Family Residential District
- SUP, Specific Use



Legend

- DUNCANVILLE_TIF_BOUNDARY_ORD_2295



STAFF REPORT

MEETING: Community and Economic Development Corporation - December 15, 2025

TITLE:

Overview of Proposed Economic Development Advisory Services with Catalyst Commercial

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

The City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) continue to experience increased levels of economic development activity, redevelopment interest, strategic property inquiries, and complex public-private partnership (P3) opportunities. Many of these projects require specialized technical review, market validation, and assistance with evaluating business terms, incentive structures, and land-use feasibility to ensure that the City and DCEDC are making informed, fiscally responsible decisions.

As the City enters multiple redevelopment and reinvestment phases—including strategic corridor revitalization, catalytic redevelopment sites, disposition of DCEDC-controlled property, and anticipated mixed-use and hospitality proposals—staff has identified the need for **on-call professional advisory services** to support the evaluation of specific development deals and to provide subject-matter expertise when analyzing business terms, return-on-investment (ROI), market conditions, and development feasibility.

In recent months, staff engaged in discussions with several reputable firms regarding their capability to provide these services. After evaluating experience, regional presence, municipal references, and the depth of advisory services offered, staff

believes that Catalyst Commercial, Inc. is the strongest fit to support Duncanville’s current and future needs. Catalyst has a long and successful track record of advising North Texas communities—including Grand Prairie, DeSoto, and others—on redevelopment strategy, development deal analysis, retail and commercial recruitment, strategic land acquisitions, and disposition of public property. Their working knowledge of the DFW market and experience navigating municipal development processes provide significant value to the City and DCEDC.

Under the proposed Contract for Professional Services, Catalyst will provide on-call support for:

- Evaluation of development proposals and business terms
- Financial modeling, pro forma review, and market analysis
- Strategic planning related to redevelopment, revitalization, and deal structuring
- Assistance with solicitation, selection, and negotiation with development partners
- Guidance on DCEDC-owned property disposition and strategic site activation
- Other economic development advisory services as assigned and authorized

POLICY EXPLANATION:

This action is consistent with the DCEDC’s statutory purpose under Chapters 501–505 of the Texas Local Government Code, which authorizes the Corporation to promote new and expanded business enterprises, support redevelopment activities, and engage in projects that enhance the community’s economic base. Utilizing professional advisory services ensures that the DCEDC evaluates development proposals, incentive requests, and property transactions in a fiscally responsible manner consistent with its adopted goals and investment policies.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by DCEDC.

ATTACHMENTS:

Catalyst Quals 2025, 2025 On Call Prof Svcs Contract Catalyst v11.12.2025, Economic Development Advisory Services_12 09 2025

Catalyst Commercial: Driving Economic Growth & Private Investment

Catalyst Commercial is nationally recognized for its deep expertise in understanding the economic dynamics of communities—large and small. Our team specializes in analyzing local market conditions, identifying external influences, and crafting actionable, economically sound development strategies. But our impact extends well beyond planning: Catalyst is equally experienced in activating transformative private development projects, from vibrant downtowns and commercial corridors to airport districts and complex mixed-use environments.

Proven Leadership in Real Estate & Development

Founder and President Jason Claunch brings more than 20 years of real estate expertise as a licensed Texas broker, having completed over 1,000 lease transactions and hundreds of raw land deals—totaling more than \$1 billion in private investment. His unmatched insight into the full lifecycle of real estate—from strategy and planning to entitlement, vertical development, and disposition—has made Catalyst a trusted partner to cities and developers alike.

Trusted by Communities & Developers Nationwide

With a portfolio spanning over 60 municipalities and numerous national developers and operators, Catalyst has worked in markets across the U.S., including:

Address:
3838 Oak Lawn Ave, Suite 1230
Dallas, Texas 75219

Phone: (972) 999-0081

Website: catalystcommercial.net

Date Established: 2009

Texas Experience: Arlington, Farmers Branch, Kyle, Red Oak, Midlothian, Garland, Grand Prairie, Forney, Trophy Club, Colleyville, Lewisville

Regional Experience: Dallas/Fort Worth Metroplex, Oklahoma City, Albuquerque, Salt Lake City, greater Little Rock region, greater Austin region, Northwest Arkansas

Major Experience: Dallas/Fort Worth International Airport, Maps 3 Oklahoma City, Citymap Dallas

Deep Roots in Real Estate & Market Strategy

Before founding Catalyst, Jason led the retail division for Billingsley Company, managing a portfolio of over 4,000 acres of land valued at over \$1 billion. He oversaw all aspects of the division, including P&L, development, acquisitions, marketing, and leasing. To date, Jason has successfully closed over 1 million square feet of leases and more than 190 raw land transactions.



Catalyst expertise spans a range of sectors—including healthcare, hospitality, residential, and commercial; uniquely equipped to navigate complex public-private partnerships and deliver measurable economic impact.



Jason Claunch

President



Jason has experience in healthcare research, hospitality, residential and commercial analysis. Jason is experienced with the full lifecycle of real estate from initial market strategy, planning, entitlements, due diligence, design, vertical development and disposition using his extensive relationships with owners, developers, vendors, end users, and the brokerage community.

Catalyst Commercial has completed projects for over 100 municipalities, many national developers and national operators. Prior to launching Catalyst, Jason directed Billingsley's retail division, consisting of over 4,000 acres of raw land and portfolio value of over \$1 Billion.

YEARS EXPERIENCE

20

EDUCATION

Bachelor of Business Administration, Finance, University of Texas at Arlington

PROFESSIONAL LICENSES

Texas Real Estate Broker #456163 - Core Brokerage

RELEVANT PROJECTS

- City of Corinth - Comprehensive Plan
- City of Grand Prairie - Downtown Merchandising Plan, Citywide Market Analysis, Catalyst Area Activation
- City of Little Elm - Future Land Use Plan and Small Area Plan
- City of McKinney - NW Sector Plan
- City of Oak Point - Land Use Planning
- City of Rogers, Arkansas - Downtown Long Range Planning
- DFW International Airport (Southgate Plaza, Beltline Station, Founders Plaza, 635 & Royal) - Land Planning and Retail Merchandising
- Midwest City (Oklahoma) - Air Depot Corridor Study
- Multiple Economic Impact Analyses for projects within the City of Denton

PROFESSIONAL ORGANIZATIONS (PAST AND PRESENT)

- North Texas Commercial Association of Realtors (NTCAR)
- International Conference of Shopping Centers (ICSC)
- Certified Commercial Investment Manager (CCIM)
- Urban Land Institute (ULI)
- National Association of Industrial and Office Professionals (NAIOP)
- Texas Municipal League (TML)
- Oklahoma Municipal League (OML)
- Texas Economic Development (TEDC)
- International Downtown Association (IDA)



Chris Branham
Principal



Chris graduated from Texas A&M University in 2011 with a bachelor's degree in Urban and Regional Planning and has worked in the industry since. Chris is experienced in commercial and residential market analysis, land planning, development scenario modeling, site selection, due diligence, entitlements, and brokerage. Chris manages the full lifecycle of Catalyst Commercial projects and has consulted on projects for numerous municipalities, developers, and operators.

YEARS EXPERIENCE
11

EDUCATION
Bachelor of Science, Urban & Regional Planning, Texas A&M University

PROFESSIONAL LICENSES
Texas Real Estate Sales Agent #701146 - Core Brokerage

- RELEVANT PROJECTS
- City of Grand Prairie - Downtown Merchandising Plan, Citywide Market Analysis, Catalyst Area Activation
 - City of Little Elm - Future Land Use Plan and Small Area Plan
 - City of McKinney - NW Sector Plan
 - City of Oak Point - Land Use Planning
 - City of Rogers, Arkansas - Downtown Long Range Planning
 - DFW International Airport (Southgate Plaza, Beltline Station, Founders Plaza, 635 & Royal) - Land Planning and Retail Merchandising
 - Midwest City (Oklahoma) - Air Depot Corridor Study
 - Multiple Economic Impact Analyses for projects within the City of Denton

PROFESSIONAL ORGANIZATIONS (PAST AND PRESENT)
North Texas Commercial Association of Realtors (NTCAR)
International Conference of Shopping Centers (ICSC)

catalyst

The logo for 'catalyst' features the word in a white, lowercase, sans-serif font. To the right of the text is a graphic consisting of seven green circles of varying sizes, arranged in a curved, upward-sloping path that suggests motion or a trajectory.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE DUNCANVILLE ECONOMIC DEVELOPMENT CORPORATION
AND CATALYST COMMERCIAL, INC.**

This Contract for Professional Services (the "Contract"), dated _____, 2025, is between the **DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION** (the "DCEDC") and **Catalyst Commercial, Inc.** (the FIRM), whereby the FIRM agrees to provide the DCEDC with certain services as described herein and the DCEDC agrees to pay the FIRM for those services.

1. Scope of Services

A. In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the DCEDC with economic development advisory services to support activities designed to advance economic development projects in the City of Duncanville, assistance with redevelopment strategy, analysis of commercial projects (recruitment of development partners, and/or other economic development services, plus any expenses required to carry out the services mentioned above (collectively referred to as the "Services").

2. Payment

A. In consideration of the FIRM's provision of the Services in compliance with all terms and conditions of this Contract, the DCEDC shall pay the FIRM a management fee equal to \$500.00 per month and **hourly for all other Services performed by FIRM, as set forth below**. Except in the event of a duly authorized change order, approved by the DCEDC in writing, the total cost of all Services and expenses provided under this Contract may not exceed **\$XX**.

B. FIRM shall invoice DCEDC on a monthly basis, along with approved reimbursable expenses incurred to date, and any hourly charges. All invoices shall be due upon receipt and paid within thirty (30) days. Any Services undertaken by FIRM and authorized by DCEDC shall be compensated at the rates set forth below.

\$550.00 per hour for principal
\$250.00 per hour for senior consultants
\$175.00 per hour for associates
\$105.00 per hour for professional support staff

3. Time of Performance

A. FIRM will provide all Services pursuant to this Agreement and will complete such Services within 14 months of the Effective Date of this Contract (the "Term").

B. Time is of the essence of this Contract. The FIRM shall be prepared to provide the Services in the most expedient and efficient manner possible to assist with project activation.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all Services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the Services pursuant to this Contract. Approval of

the DCEDC shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Services, or any document, nor shall the DCEDC's approval be deemed to be the assumption of responsibility by the DCEDC for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective Services or documents furnished by the FIRM at no cost to the DCEDC.

C. In all Services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the DCEDC. The FIRM and its employees are not the agents, servants, or employees of the DCEDC. As an independent contractor, the FIRM shall be responsible for the Services and the final work product contemplated under this Contract. Except for materials and information furnished by the DCEDC, the FIRM shall supply all materials, equipment, and labor required for the Services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the Services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the DCEDC shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property. It is expressly understood and agreed that the DCEDC shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): To the fullest extent permitted by applicable law, the FIRM and its officers, directors, agents, partners, employees, and consultants (collectively, the "Indemnitors") will and do hereby agree to fully and completely indemnify, protect, defend (with counsel approved by the DCEDC), save, and hold harmless the DCEDC, the City of Duncanville, representatives of the DCEDC and the City of Duncanville, their various departments, and their respective officers, directors, employees, and agents (collectively, the "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including attorneys fees (collectively, the "liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the Services or any part thereof which are caused in whole or in part by any negligent act or negligent omission of the FIRM or any one of the Indemnitors. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors will be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of such indemnification will be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Section 4.E will not be construed to eliminate or reduce any other indemnification or right which the DCEDC or any of the Indemnitees has by law. Notwithstanding anything contained herein to the contrary, FIRM's liability shall be limited to the actual amount paid to FIRM under this Agreement. These limits of liability shall survive termination of this Agreement.

F. Release. The FIRM releases, relinquishes, and discharges the DCEDC, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the DCEDC's performance under this Contract. Both the DCEDC and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

A. Maintain Coverage. The FIRM agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Contract with the DCEDC. All parties to this Contract hereby agree that the FIRM's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

(1) Upon request, FIRM must deliver to DCEDC a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the DCEDC's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the DCEDC. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the Contract to be rejected.**

(2) The DCEDC reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

B. Workers' Compensation Insurance & Employers' Liability Insurance – If applicable, FIRM shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. FIRM shall provide a Waiver of Subrogation in favor of the DCEDC and its agents, officers, officials, and employees.

C. Commercial General Liability Insurance - FIRM shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the DCEDC. The DCEDC and its agents, officers, officials, and employee shall be listed as an additional insured.

D. Business Automobile Liability Insurance - FIRM shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. FIRM shall provide a Waiver of Subrogation in favor of the DCEDC and its agents, officers, officials, and employees.

E. Professional Liability Insurance - FIRM shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, FIRM agrees to maintain a retroactive date equivalent to the inception date of the Contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this Contract. FIRM will be responsible for furnishing certification of coverage for 2 years following Contract completion.

F. Policy Limits - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. FIRM agrees to endorse DCEDC and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess

Liability provides “True Follow Form” coverage.

G. Deductibles, Coinsurance Penalties & Self-Insured Retention - FIRM may maintain reasonable and customary deductibles, subject to approval by the DCEDC. FIRM shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

H. Subcontractors - If the FIRM’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the FIRM, the Subcontractor(s) shall maintain insurance coverage equal to that required of the FIRM. It is the responsibility of the FIRM to assure compliance with this provision. The DCEDC accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

I. Acceptability of Insurers - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

J. Notice of Coverage - Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration. Upon request, FIRM shall furnish the DCEDC with certified copies of all insurance policies. The Certificate of insurance and all notices shall be sent to:

Duncanville Economic Development Corporation
Attention: Victor Barrera
203 E. Wheatland Road
Duncanville, TX 75116
Emailed to: victor.barrera@duncanvilletx.gov

Failure of the DCEDC to demand evidence of full compliance with these insurance requirements or failure of the DCEDC to identify a deficiency shall not be construed as a waiver of FIRM’s obligation to maintain such insurance.

K. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits – FIRM must provide minimum 30 days prior written notice to the DCEDC of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If DCEDC is notified a required insurance coverage will cancel or non-renew during the Term, the FIRM shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The DCEDC reserves the right to withhold payment to FIRM until coverage is reinstated.

L. FIRM’s Failure to Maintain Insurance – If the FIRM fails to maintain the required insurance, the DCEDC shall have the right, but not the obligation, to withhold payment to FIRM until coverage is reinstated or to terminate the Contract.

M. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the DCEDC’s review or acceptance of insurance coverage to be maintained by FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Contract.

6. Termination

A. The DCEDC may terminate this Contract at any time upon **thirty (30)** calendar day's written notice to FIRM. Upon the FIRM's receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the DCEDC has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the DCEDC for damages sustained by the DCEDC because of any breach of contract by the FIRM. The DCEDC may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the DCEDC from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Dallas County, Texas.

B. Notices may be made by electronic communication except for notice of default. Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the return receipt requested function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient. Any party hereto may change its address or telecopier number or email address for notices and other communications hereunder by notice to the other parties hereto. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail either registered or certified, or electronically to the following addresses:

The Duncanville Economic Development:
Attn: Victor Barrera
203 E. Wheatland Road
Duncanville, TX 75116
victor.barrera@duncanvilletx.gov

The FIRM:
Catalyst Commercial, Inc.
Attn: Jason Claunch
4719 Cole Avenue, #404
Dallas, Texas 75204
jason@catalystcommercial.net

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the DCEDC and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the DCEDC.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the DCEDC of Duncanville, and with all applicable

rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the Services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM are included in the contract price. Any reimbursements in excess of such budgeted expenses will not be allowed, unless written authorization is obtained from the DCEDC in advance.

H. Non-prejudice - FIRM, and/or its sub consultants (if any) shall not be barred from representing or providing services to the private sector for additional services during or after the termination of this Contract for any engagements related to this work. Furthermore, DCEDC acknowledges that Jason Claunch, principal for FIRM is a licensed real estate broker (TREC #0456163) and authorizes FIRM to act as an intermediary and to appoint its associated licensees to work with the parties in the event that broker also represents a buyer, or tenant, that wishes to purchase or lease property listed with the FIRM. FIRM may act as an intermediary between a prospective buyer or tenant, subject to The Texas Real Estate License Act. DCEDC hereby acknowledges and consents to FIRM acting as an intermediary. **No additional fees shall be due to FIRM, from DCEDC, except according to the fees set forth herein in connection with any intermediary services provided by FIRM, unless in writing per separate agreement.**

In the event FIRM serves as an Intermediary, FIRM is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. If FIRM acts as an intermediary in a transaction FIRM:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the FIRM in writing not to disclose unless authorized in writing to disclose the information or required to do so by court order.

I. The Parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Executed and effective on this the ____ day of November, 2025 (the “Effective Date”).

DESOTO ECONOMIC DEVELOPMENT:

Catalyst Commercial, Inc.

By: _____

Jason Claunch, President

Printed Name _____

Its: _____

**Exhibit “A”
Proposed Work Tasks**

Catalyst – DCEDC

Scope

1. Assist with Economic Development Targets

Consultant shall work with DCEDC to support in the analysis and development of an activation strategy based upon available economic assets, DCEDC goals, and activation targets.

Fee: \$XX (payable in 12 monthly installments of \$XX)

2. Development/Redevelopment/Revitalization Support

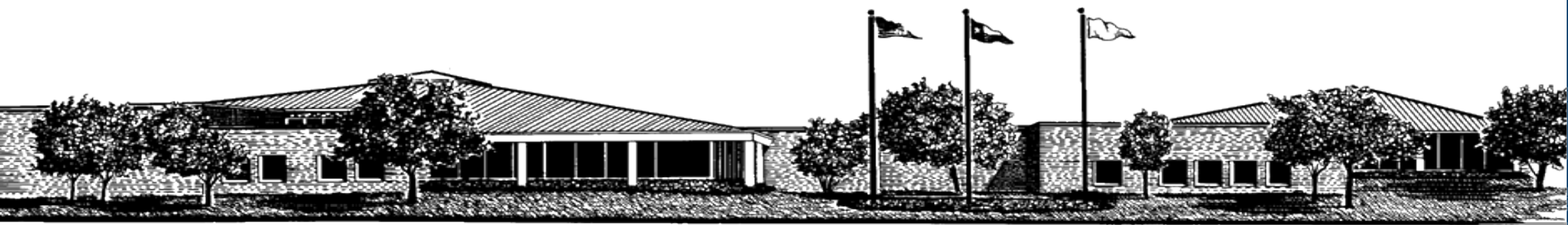
Per individual Task Orders

Total Reserve for additional hourly work and individual Task Orders: \$XX

Estimated Reimbursable Expenses: \$XX

Management and Overhead: \$500/M

Total (not to exceed): \$XX



ECONOMIC DEVELOPMENT ADVISORY SERVICES

DECEMBER 15, 2025

VICTOR M. BARRERA, ECONOMIC DEVELOPMENT DIRECTOR

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Background

- DCEDC and the City of Duncanville own 5 properties.
- Goal is to market and sell properties for development as well as help with corridor development.
- There are challenges, including the complexity of development proposals and the acceleration of redevelopment and corridor revitalization priorities.
- Requires specialized market analysis and deal evaluation.
- Staff began exploring third-party expertise to help the City.

Benefits of Utilizing a Third-Party Real Estate Expert

- Support evaluation of development and redevelopment proposals
- Provide financial modeling and market expertise
- Assist with strategic property positioning and activation
 - Help the City build a business case for those properties.
- Strengthen decision-making for DCEDC and City Council

Consultant Evaluation Process + Selection

- Staff reviewed several firms with regional experience
- Focused on deal evaluation, redevelopment strategy, and advisory depth
- Considered North Texas municipal references and DFW market familiarity
- Staff recommends Catalyst Commercial
 - Extensive experience in the DFW market
 - Strong track record with cities such as Grand Prairie, DeSoto, etc.
 - Expertise in redevelopment, market analytics, and P3 deal structure.
 - Local Presence.

Cost Control Approach

- Task-order model for transparency and oversight.
- Limits work to DCEDC/City-approved tasks.
- Ensures predictability and controlled expenditures.
- Estimate to spend \$49,000 on consultant services.

Next Steps

- Finalize agreement and scope of work.
- Present formal agreement for approval to the DCEDC and City Council in January 2026.

THANK YOU

Any questions? Discussion.





STAFF REPORT

MEETING: Community and Economic Development Corporation - December 15, 2025

TITLE:

Discussion and Possible Action on Resolution No. 2025-10-40 Updating the DCEDC Regular Meeting Schedule and Increasing Meeting Frequency, Pending City Council Approval

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

The Duncanville Community and Economic Development Corporation (DCEDC) currently meets once per month. Over the past year, the volume and complexity of economic development activity—including project negotiations, incentive reviews, redevelopment inquiries, and real estate transactions—has continued to increase. As a result, staff and applicants have frequently relied on special-called meetings to maintain timely progress on projects and meet procedural deadlines.

At the DCEDC meeting on November 17, 2025, staff presented an overview of the challenges created by the current meeting frequency, including delayed application processing, extended timelines for project review, and compressed staff preparation periods. Following discussion, the Board reached a consensus that increasing the number of regular meetings would improve efficiency, reduce reliance on special-called meetings, and better support both applicants and long-range economic development initiatives.

Based on this consensus, the DCEDC expressed support for adding a second regular

monthly meeting, to be held on the second Monday of each month, with meetings scheduled at 103 E. Wheatland Road in the 103 Conference Room, consistent with current operational practices. Any change to the DCEDC meeting schedule requires formal approval by the Duncanville City Council.

This item brings forward a resolution establishing the second Monday as an additional regular meeting date and authorizing staff to submit the revised schedule to the City Council for consideration.

POLICY EXPLANATION:

This action supports the DCEDC’s responsibility to conduct its business in a timely, transparent, and efficient manner consistent with the Texas Open Meetings Act and the Corporation’s bylaws, which authorize the establishment of regular meeting schedules subject to City Council approval.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

- 1. Approve.
- 2. Disapprove
- 3. Other actions as directed by DCEDC.

ATTACHMENTS:

Resolution_2025-10-40

RESOLUTION NO. 2025-10-40

A RESOLUTION OF THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) ESTABLISHING THE SECOND MONDAY OF EACH MONTH AS AN ADDITIONAL REGULAR MEETING DATE; DESIGNATING THE MEETING LOCATION; AUTHORIZING THE SUBMISSION OF THE REVISED MEETING SCHEDULE TO THE CITY COUNCIL FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (“DCEDC”) is a Type B economic development corporation operating pursuant to Chapters 501–505 of the Texas Local Government Code; and

WHEREAS, the DCEDC currently meets once per month, and the volume of economic development applications, redevelopment activities, and transactional matters has increased significantly over the past year; and

WHEREAS, the DCEDC has determined that additional regularly scheduled meetings will enhance transparency, improve processing timelines for applicants, and support the effective administration of economic development programs; and

WHEREAS, on November 17, 2025, the Board discussed its current meeting frequency and reached a consensus to add a second regular monthly meeting to improve operational efficiency and the timely conduct of business; and

WHEREAS, the DCEDC desires to establish the second Monday of each month as an additional regular meeting date, with meetings to be held at 103 E. Wheatland Road, Duncanville, Texas, in the 103 Conference Room, unless otherwise posted; and

WHEREAS, any revision to the DCEDC’s meeting schedule requires formal approval by the Duncanville City Council, and the Board desires to submit the revised schedule for Council consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC):

SECTION 1. The DCEDC hereby establishes the second Monday of each month as an additional regular meeting date of the Duncanville Community and Economic Development Corporation.

SECTION 2. Regular meetings conducted on the second Monday shall be held at 103 E. Wheatland Road, Duncanville, Texas, in the 103 Conference Room, unless otherwise posted in accordance with the Texas Open Meetings Act.

SECTION 3. The DCEDC directs staff to submit the revised meeting schedule to the Duncanville City Council for review and formal approval as required by the DCEDC's governing documents.

SECTION 4. This Resolution shall become effective upon approval by the Duncanville City Council.

PASSED, APPROVED, AND ADOPTED by the Duncanville Community and Economic Development Corporation on this 15TH day of December, 2025.

Patrick Harvey, President
Duncanville Community & Economic Development Corporation

ATTEST:

Victor M. Barrera, Economic Development Director