



**Duncanville Community and Economic Development Corporation
Joint Meeting with City Council & Tax Increment Financing (TIF)
Board Agenda**

D. L. Hopkins Senior Center
206 James Collins Blvd.
Duncanville, TX 75116
(972) 780-5000

Monday, February 23, 2026, at 6:00 pm

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville and the Civil Service Commission reserves the right to reconvene, recess, or align the Regular Session or called Executive Session or order of business at any time prior to adjournment. The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Agendas are subject to alteration and revision up to and no later than 72 hours prior to the posted meeting time.

To view the live meeting or previous meetings click on the link below.
<https://www.youtube.com/@CityofDuncanvilletx>.

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. February 23, 2026
Email Shamondra.Lane@duncanvilletx.gov
Email title: Public Comment – 02/23/26
First and Last Name; and address.

2. CONSENT AGENDA

- A. Consideration and possible action to approve a Resolution authorizing the execution of a Professional Service Agreement with Catalyst Commercial to provide economic development advisory services to the City and Duncanville Community and Economic Development Corporation, in an amount not to exceed \$49,000.

- B. Receive and consider approval of the City of Duncanville Tax Increment Reinvestment Zone No.1 Fiscal Year 2025 Annual Report.

3. REPORTS

- A. Briefing and Discussion on Comprehensive Plan Implementation and Development Considerations
- B. Briefing on Proposed Updates to the DCEDC Bylaws for Alignment and Governance Clarity
- C. Briefing on DCEDC and TIF Fund Financial Status
- D. Briefing on the history and current status of a vacant real estate site owned by the DCEDC and commonly referred to as Railroad Flats.
- E. Briefing on a Request for Expressions of Interest (RFEI) to solicit concept proposals from the real estate development community for a Vacant Property owned by the DCEDC and located at 200 W Center Street.

4. PUBLIC HEARING

5. OTHER BUSINESS

6. 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.

7. RECONVENE INTO OPEN SESSION

8. 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, February 17, 2026 , by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Marlon Goff
Interim Director - Economic Development



STAFF REPORT

MEETING: Community and Economic Development Corporation - February 23, 2026

TITLE:

Consideration and possible action to approve a Resolution authorizing the execution of a Professional Service Agreement with Catalyst Commercial to provide economic development advisory services to the City and Duncanville Community and Economic Development Corporation, in an amount not to exceed \$49,000.

Vision Statement:

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

Pillar:

Resilient Economic Development

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) has continued to receive redevelopment interest, and complex public-private partnership (P3) opportunities. Many of these projects require specialized technical review, market validation, incentive structures, and land-use feasibility to ensure that the City and DCEDC are making informed, fiscally responsible decisions.

As the City enters this implementation phase of the comprehensive plan and economic development strategy, 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
- Solicitation, selection, and negotiation with development partners
- Consultation for municipally-owned property and strategic site activation
- Skip tracing and private landowner identification activities for targeted sites.
- Other economic development advisory services as assigned and authorized

This item appeared before the DCEDC on December 15, 2025 and Duncanville City Council on January 20, 2026.

POLICY EXPLANATION:

FUNDING SOURCE:

ACTION ALTERNATIVES:

ATTACHMENTS:

Catalyst Brochure 2025, Company Overview, Presentation, On-Call Professional Services Agreement _Catalyst, DCEDC Resolution_Catalyst

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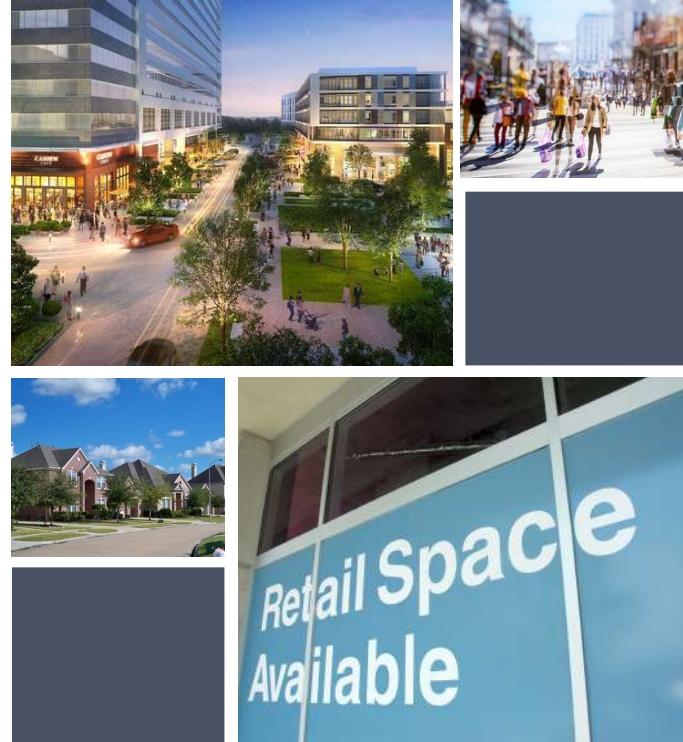
PROFESSIONAL ORGANIZATIONS (PAST AND PRESENT)
North Texas Commercial Association of Realtors (NTCAR)
International Conference of Shopping Centers (ICSC)





PLANNING, REAL ESTATE & ECONOMIC DEVELOPMENT

Catalyst integrates market, planning, and policies to craft actionable strategies in order to “build complete communities. Our public and private experience enables us to create plans and policies that can maximize economic development objectives, catalyze successful partnerships, and activate projects.



Real Estate Advisory Services

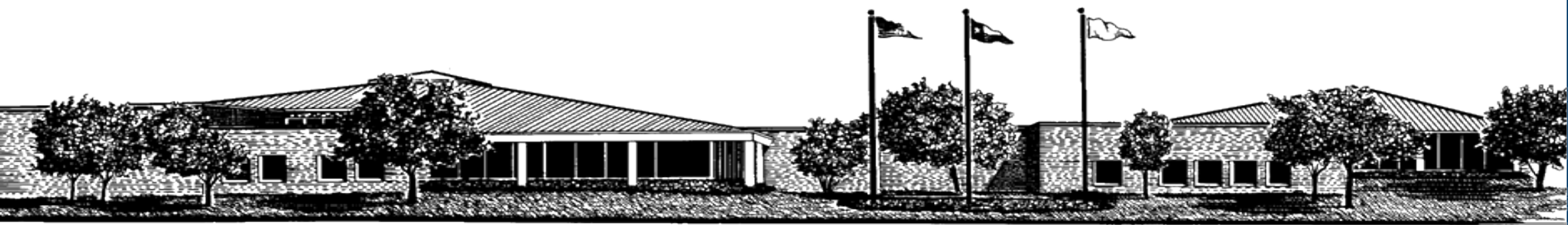
- Special District Financing
- Feasibility studies
- Market and Financial Feasibility Analysis
- Demographic Analysis
- Real Estate Advisory Services
- Fiscal and Economic Impact
- Master Developer Facilitation
- Retail Activation
- Public Policy
- Real Estate Acquisition & Disposition
- Real Estate Valuation
- Tenant relocation
- Merchandising Strategies
- Highest and Best Use Analysis

Economic Development Strategic Planning

- Strategic Plans
- Economic Revitalization
- Developer Procurement
- Economic Impact Studies
- Public engagement
- Public/Private Partnerships
- Cost/Benefit Analysis
- GIS/Research
- Economic Development Marketing Tools
- Corporate Site Selection
- Retail Recruitment

Master Planning Services

- Land Planning
- Urban Design
- Comprehensive Plans
- Corridor strategies
- Mixed-Use Districts
- Adaptive Reuse
- Downtown revitalization
- Small Area Planning
- Transit-Oriented Districts
- Sports Oriented Districts
- Neighborhood Studies
- Policy Planning
- Development Strategy
- Activation
- Program Management
- Land Use Scenario Studies



ECONOMIC DEVELOPMENT ADVISORY SERVICES

JOINT MEETING - FEBRUARY 23, 2026

MARLON GOFF

INTERIM DIRECTOR – ECONOMIC DEVELOPMENT

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

Background

- The City and DCEDC have **historically maintained ownership** of **vacant land** and **improved** properties as an economic activity.
- The underlying goal of **municipal land-banking** activity is to **return** land and property assets back to **economically productive** use in support of corridor redevelopment and strategic activity.
- The **complexity** of development proposals **increases when** the use of **public funds**, financing instruments and creation of **enterprise funding districts** and ownership entities **are proposed**.
- Advisory services are **intended to supplement** staff capacity on particularly **complex** or strategic **transactions**.

How Advisory Services Complement Staff Expertise

- **Supplement** staff-level evaluation of development proposals
- **Assist** with strategic **land positioning** and **site activation**
- Help **validate business cases** for acquisition & disposal of strategic property
- Provide **independent** financial modeling and **market assessment**
- **Strengthen** DCEDC and City Council **decision-making** by considering **independent analysis** and perspective

Consultant Evaluation Process + Selection

- Received **direction to explore advisory support** on strategic property assets.
- The **evaluation of firms** focused on deal analysis, redevelopment strategy, and advisory experience
- Consideration given to **municipal references** and DFW market familiarity
- Staff recommends **Catalyst Commercial**
- This recommendation is **based on their experience** in the regional market, redevelopment expertise, P3 deal structure experience

Catalyst Commercial - Clients

Client Experience...



Our strategy is to deliver actionable solutions using a partner-minded approach that builds “complete communities.”

Cost Controls

- Task-order model provides **transparency** and **oversight**
- Ensures **predictability** and controlled expenditures
- Limits work to **specific tasks related to** City or DCEDC owned **real estate assets** or strategic **development activity**
- **Up to \$49,000** in consultant services, **subject to** scope, task authorization
- No funds have been committed at this time

Process

- Finalize the **scope of work** based on DCEDC & City Council feedback.
- Target **formal action** on final Professional Services Agreement by DCEDC & City Council during the **first quarter** of 2026.

Recommendation

1. Motion to approve resolution authorizing execution of professional services agreement.
2. Motion to approve this action item with specific changes and recommendations
3. Motion to deny



THANK YOU

Any questions? Discussion.

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

This Contract for Professional Services (the "Contract"), dated _____, 2026, 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 **\$49,999.**

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 performance. 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: Department Director
203 E. Wheatland Road
Duncanville, TX 75116
Emailed to: eco@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: Department Director
203 E. Wheatland Road
Duncanville, TX 75116
eco@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. Any brokerage services shall be per separate written 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 February, 2026 (the “Effective Date”).

DCEDC / CITY OF DUNCANVILLE:

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: \$30,000.00 (payable in 12 monthly installments of \$2,50.00)

2. Development/Redevelopment/Revitalization Support

Per individual Task Orders

Total Reserve for additional hourly work and individual Task Orders: \$11,499.00

Estimated Reimbursable Expenses: \$2,500.00

Management and Overhead: \$500.00/M

Total (not to exceed): \$49,999.00

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT
CORPORATION**

RESOLUTION NO. 2026-01-___

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE DUNCANVILLE
COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION OF
DUNCANVILLE, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PROFESSIONAL SERVICES WITH CATALYST COMMERCIAL, INC. TO PROVIDE
ON-CALL ECONOMIC DEVELOPMENT ADVISORY SERVICES TO THE
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
AND THE CITY OF DUNCANVILLE, IN AN AMOUNT NOT TO EXCEED \$49,000,
AND AUTHORIZING THE PRESIDENT TO EXECUTE NECESSARY DOCUMENTS.**

WHEREAS, the Duncanville Community and Economic Development Corporation ("DCEDC") is a Type B economic development corporation duly created and authorized to promote economic development and contract for professional services pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, the City of Duncanville and the DCEDC have continued to receive significant redevelopment interest and complex public-private partnership opportunities requiring specialized technical review, market validation, incentive structuring, and development feasibility analysis to support informed, fiscally responsible decision-making; and

WHEREAS, after evaluating the qualifications, regional experience, and municipal references of multiple firms, the DCEDC has determined that Catalyst Commercial, Inc. is best qualified to provide on-call economic development advisory services, having a demonstrated track record advising North Texas communities on redevelopment strategy, deal analysis, retail recruitment, and disposition of public property; and

WHEREAS, the Contract for Professional Services between the DCEDC and Catalyst Commercial, Inc. provides for on-call advisory support including evaluation of development proposals, financial modeling, market analysis, strategic planning, negotiation with development partners, and consultation related to municipally-owned properties, for a term of fourteen (14) months at a total cost not to exceed \$49,000; and

WHEREAS, the DCEDC Board of Directors finds that execution of the Contract for Professional Services with Catalyst Commercial, Inc. is in the best interests of the DCEDC and the City of Duncanville and will further the Corporation's economic development objectives;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DCEDC:

1. The above recitals are true and correct;
2. The Board of Directors hereby approves the Contract for Professional Services between the Duncanville Community and Economic Development Corporation and Catalyst Commercial,

Inc. for on-call economic development advisory services, in an amount not to exceed \$49,000, substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference;

3. The Board President is hereby authorized to execute all necessary documentation to effectuate the approved Contract for Professional Services, including but not limited to the Contract for Professional Services between the Corporation and Catalyst Commercial, Inc.

Adopted this _____ day of February, 2026.

PATRICK HARVEY,
DCEDC Board President

ATTEST:

DCEDC/City Attorney



STAFF REPORT

MEETING: Community and Economic Development Corporation - February 23, 2026

TITLE:

Receive and consider approval of the City of Duncanville Tax Increment Reinvestment Zone No.1 Fiscal Year 2025 Annual Report.

Vision Statement:

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

Pillar:

Fiscal Responsibility and Infrastructure Improvement

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The City of Duncanville Tax Increment Reinvestment Zone (TIRZ) No. 1 was established in January 2016 by Ordinance No. 2295 and is scheduled to remain active for 20 years until expiration in December 2035. The zone encompasses 231.5 acres of land generally along and on either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The final project and financing plan was approved by Ordinance No. 2312 in July 2017.

Chapter 311.016 of the Texas Tax Code requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year. The FY-2025 annual report covers the fiscal year ending September 30, 2025.

FISCAL YEAR ACTIVITIES

TIF Board meetings for TIRZ No. 1 during Fiscal Year 2025 were held on the following dates:

- June 25, 2025
- July 30, 2025

- August 27, 2025

Economic Impact

For the tax year, the zone generated a captured appraised value of \$27,547,773, representing the difference between the current net taxable value of \$84,498,481 and the base year value of \$56,950,708 established in 2016. This captured value reflects approximately 48.4% growth in property values within the zone since its establishment. The zone generated \$159,085 in tax increment revenue during FY-2025, derived from the City’s maintenance and operations tax rate of \$0.577487 per \$100 of valuation applied to the captured appraised value. The expenditures for FY-2025 total \$134.00 in administrative costs associated with facilitation of (3) Board Meetings.

POLICY EXPLANATION:

This annual report is submitted in compliance with Chapter 311.016 of the Texas Tax Code, which requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year.

This report demonstrates compliance with the tax increment financing plan adopted by the governing body of the City of Duncanville. The captured appraised value and tax increment revenue are being accumulated in accordance with the approved financing plan, with funds reserved for future infrastructure improvements and economic development activities within the TIRZ boundaries.

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 the TIF Board.

ATTACHMENTS:

TIRZ FY-2025 Annual Report



CITY OF DUNCANVILLE TAX INCREMENT REINVESTMENT ZONE NO. 1

ANNUAL REPORT For Fiscal Year Ending September 30, 2025

BACKGROUND

The City of Duncanville Tax Increment Reinvestment Zone (TIRZ) No. 1 was established in January 2016 by Ordinance No. 2295 and will remain active for 20 years until expiration in December 2035. The zone encompasses a 231.5-acre tract of land generally along and on either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The final project and financing plan was approved by Ordinance No. 2312 in July 2017.

This annual report is submitted in compliance with Chapter 311.016 of the Texas Tax Code, which requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year.

FISCAL YEAR ACTIVITIES

TIF Board meetings for TIRZ No. 1 during Fiscal Year 2025 were held on the following dates:

- June 25, 2025
 - July 30, 2025
 - August 27, 2025
-

FINANCIAL SUMMARY

1. REVENUE SOURCES

Total Revenue for FY 2025:	\$159,085
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- Source: Ad Valorem Taxes

2. EXPENDITURES

Total Expenditures for FY2025:	\$134.00
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- Administrative costs associated with the facilitation of board meetings for the TIRZ during the fiscal year ending September 30, 2025.

3. OUTSTANDING BONDED INDEBTEDNESS

Principal and Interest Due:	\$0.00
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- There is no outstanding bonded indebtedness as of September 30, 2024

TAX INCREMENT SUMMARY

4. TAX INCREMENT BASE AND CAPTURED VALUE

Taxing Jurisdiction	Base Year Value (Tax Year 2016)	Net Taxable Value (Tax Year 2023)	Captured Appraised Value (Tax Year 2023)
City of Duncanville	\$56,950,708	\$84,498,481	\$27,547,773

Notes:

- Base Year Value is the total appraised value of all real property in the zone taxable as of January 1, 2016 (per the Certified Totals reports prepared by the Dallas Central Appraisal District)
- Captured Appraised Value is the total appraised value of all real property in the zone taxable for the current reporting year LESS the Base Year Value

5. TAX INCREMENT DISTRIBUTION

Taxing Jurisdiction & Participation Rate	Captured Appraised Value (Tax Year 2023)	M&O Tax Rate per \$100/Value	Amount of Increment (Fiscal Year 2024)
City of Duncanville (100%)	\$27,547,773	\$0.577487	\$159,085



FUND BALANCE HISTORY

Five-Year Financial Summary

Fiscal Year	FY2021	FY2022	FY2023	FY2024	FY2025
Revenues	\$95,612	\$58,717	\$97,937	\$139,137	\$159,085
Expenditures	\$0	\$0	\$0	\$0	\$134
Net Income	\$95,612	\$58,717	\$97,937	\$139,137	\$158,951
Beginning Balance	\$257,668	\$353,280	\$411,997	\$509,934	\$649,071
Ending Balance	\$353,280	\$411,997	\$509,934	\$649,071	\$808,022

COMPLIANCE STATEMENT

This report demonstrates compliance with the tax increment financing plan adopted by the governing body of the City of Duncanville. The captured appraised value and tax increment revenue are being accumulated in accordance with the approved financing plan, with funds reserved for future infrastructure improvements and economic development activities within the TIRZ boundaries.

ZONE INFORMATION

Zone Name: City of Duncanville Tax Increment Reinvestment Zone No. 1

Zone Location: 231.5 acres along Camp Wisdom Road between Cockrell Hill Road and Duncanville Road

Established: January 2016 (Ordinance No. 2295)

Expiration Date: December 2035

Project/Financing Plan Approved: July 2017 (Ordinance No. 2312)

Lead Taxing Unit: City of Duncanville

County: Dallas County



STAFF REPORT

MEETING: Community and Economic Development Corporation - February 23, 2026

TITLE:

Briefing and Discussion on Comprehensive Plan Implementation and Development Considerations

Vision Statement:

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

Pillar:

Resilient Economic Development

STAFF RESPONSIBLE:

Mark Rauscher

BACKGROUND/HISTORY:

Kevin Shepherd, PE, is the Founder and CEO of Verdunity, a planning and engineering firm headquartered in Duncanville, Texas, that specializes in helping communities understand the fiscal and environmental impacts of land use and development decisions. With over 30 years of experience in civil engineering, planning, site development, and municipal finance. He is a vocal advocate for the Strong Towns movement, serves on the board of the North Texas chapter of the Congress for the New Urbanism, and regularly speaks and writes on fiscally-based planning, small-scale development, and neighborhood revitalization.

This briefing will explore how the choices embedded in a city's comprehensive plan — from land use designations and zoning policy to infrastructure investment and development approvals — directly shape long-term fiscal outcomes and the sustainability of municipal services. Development patterns that appear beneficial in the short term can create infrastructure and maintenance obligations that outpace the tax revenues they generate, while strategic, incremental investment in higher-yielding land uses can strengthen a city's financial position over time. Staff has invited Mr. Shepherd to provide Council with a framework for evaluating how Duncanville's planning and development decisions can be aligned with the City's long-term resource capacity and

community goals.

POLICY EXPLANATION:

FUNDING SOURCE:

ACTION ALTERNATIVES:

ATTACHMENTS:

None



STAFF REPORT

MEETING: Community and Economic Development Corporation - February 23, 2026

TITLE:

Briefing on Proposed Updates to the DCEDC Bylaws for Alignment and Governance Clarity

Vision Statement:

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

Pillar:

Resilient Community and Economic Development

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The DCEDC Bylaws were last comprehensively amended in 2017. Since that time, the Corporation’s governance, administrative practices, and coordination with the City of Duncanville have continued to evolve. In September 2025, staff and legal counsel completed a full legal and administrative review of the Bylaws to ensure compliance with current state law, City Charter provisions, and best practices for Type B corporations.

The revised document—prepared in collaboration with the City Attorney—modernizes sections related to board composition, officer responsibilities, financial oversight, conflict-of-interest standards, and the City–Board relationship. These revisions reflect the most up-to-date legal guidance and incorporate board and staff feedback provided during recent DCEDC meetings and subcommittee discussions.

Governance and Membership

- **Board Composition & Qualifications:** Updates membership language to broaden eligibility while ensuring balanced community and professional representation.
- **Term Limits:** Limits Directors to **three consecutive terms**, with an exception

available through City Council for continuity.

- **Officers:** Establishes a maximum of **two consecutive terms** for any officer position.

Board Operations

- **Attendance and Removal:** Provides that a Director may be removed after **three unexcused absences** within a fiscal year.
- **Citizens Engagement:** Requires a **Citizens Forum** on each regular agenda and an **annual joint meeting with City Council** every January.
- **Ex-Officio Members:** Authorizes City Council to appoint non-voting advisory members.

Ethics and Accountability

- **Conflict of Interest:** Strengthens disclosure, abstention, and annual acknowledgment requirements for Directors.
- **Indemnification and Compliance:** Clarifies adherence to City Charter, Council policies, and open-government laws.

Administrative Coordination

- **City–Board Relationship:** Establishes the requirement for an **annual Administrative Services Agreement** to formalize staffing, financial, and legal support.
- **Financial Oversight:** Requires monthly financial reports, an annual independent audit, and **budget adoption by June 30** each year.
- **Asset Reversion:** Clarifies that all assets revert to the City upon dissolution.

Benefits of the Revisions

The revised Bylaws improve organizational transparency, accountability, and alignment with City governance standards. They ensure the Corporation operates within clear legal and procedural frameworks, promoting stronger oversight and stewardship of public funds. The addition of term limits, attendance standards, and an annual joint meeting with City Council encourages consistent engagement and fresh perspectives while maintaining institutional continuity.

Overall, these updates establish a more transparent and collaborative structure between the DCEDC, City Council, and City Administration—further strengthening public confidence and supporting effective policy implementation.

POLICY EXPLANATION:

FUNDING SOURCE:

ACTION ALTERNATIVES:

ATTACHMENTS:

BYLAWS_Redline, Bylaws_Presentation 2

**BYLAWS OF THE
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT
CORPORATION**

**ARTICLE I
PURPOSE AND POWERS**

SECTION 1. REGISTERED OFFICE AND REGISTERED AGENT

The Duncanville Community and Economic Development Corporation (the "Corporation") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act., and state law. The Registered Agent for the Corporation shall be the City Manager, subject that the Board of Directors (the "Board") from time to time, may change the registered agent and/or the address of the registered office, subject to City Council approval, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

The registered office of the Corporation is located at 203 E. Wheatland Road, Duncanville, Dallas County, Texas 75116, and at such address is the Corporation, whose mailing address is P.O. Box 380280, Duncanville, Texas, 75138. Said address shall also serve as the principal office of the Corporation and Board.

SECTION 2. PURPOSE.

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the Articles the same to be accomplished on behalf of the City of Duncanville, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat., Ann., as amended, (the "Act"), other applicable laws, and City of Duncanville Resolution No. 95-041708, including all permissible projects prescribed by the Act, and for parks and park facilities, municipal buildings (for example library facilities), including maintenance and operating costs of such facilities, for the promotion and expansion of manufacturing and industrial facilities, and other economic development purposes. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code 1986, as amended, and the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

SECTION 3. POWERS.

In the fulfillment of its corporate purpose, the Corporation shall be governed by Section 4B of the Act, and shall have all of the powers set forth and conferred in the Act, and in

other applicable laws, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II
BOARD OF DIRECTORS

SECTION 1. NUMBER OF TERM OF OFFICE.

- A. The property and affairs of the Corporation shall be managed and controlled by a Board and, subject to the restrictions imposed by law, by the Articles and these Bylaws, the Board shall exercise all of the powers of the Corporation.
- B. ~~The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council. Each of the directors shall be a resident of the City.~~ The Board of Directors shall consist of seven (7) members, each of whom shall be a resident of the City of Duncanville or an owner, operator, or office of a business with a physical presence within the City limits.
- C. ~~Four (4) members of the first Board shall serve terms of two (2) years and three (3) members shall serve terms of one (1) year. The respective terms of the initial directors shall be determined by the City Council. Thereafter, each successive member of the Board~~ members shall be appointed and serve for two (2) years or until a successor is appointed as hereinafter provided. In addition to the other qualifications as provided by law, all persons appointed as members of the Board shall be from one (1) or more of the following professional affiliations or disciplines:
- Commercial Real Estate
 - Business Banking
 - Financial Services
 - Certified Public Accounting
 - Chief Executive Officer/Chief Operating Officer
 - Lawyer
 - Economic Development
 - Architect
 - Engineer
 - Developer
 - Land Planner
 - Economist
 - Citizen

No more than two (2) members shall be from any single category, affiliation or discipline. No more than one (1) member of the Board may be appointed as a citizen member who does not possess the affiliation or discipline qualification as set forth in this subsection. No more than one (1) member of the Board may be a non-resident of the City of

Duncanville Also, three (3) directors shall be persons who are not employees, officers of the City or members of the City Council. (Amended by DCEDC on March 19, 2014)

Director Members. Each Board Member shall serve a term of two (2) years. No Board Member shall serve more than three (3) consecutive terms. After serving the maximum number of consecutive terms, a Board Member shall not be eligible for reappointment until at least one (1) year has elapsed.

Continuity Exception. Notwithstanding the foregoing, the City Council may, upon a finding that continuity of service is in the best interest of the Corporation and the City, reappoint a Board Member to an additional consecutive term beyond the stated limit.

Officers. Officers of the Corporation shall serve for a term of one (1) year or until their successors are duly elected. No Officer shall serve more than two (2) consecutive terms in the same officer position. An Officer may continue to serve as a Board Member upon the expiration of such officer service, subject to the term limitations applicable to Board Members.

Staggering of Terms. Board Member appointments shall be staggered so that approximately one-half (½) of the Board is appointed or reappointed each year to ensure continuity of experience and leadership.

- D. Any director may be removed from office by the City Council at will. A vacancy of any director's position, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council.

Section 2. BOARD COMPOSITION

In making appointments, the City Council shall give due consideration to ensuring representation from the following categories:

- a. Owners or operators of brick-and-mortar businesses located within the City;
- b. Individuals actively engaged in retail, service, dining, manufacturing, or other sectors contributing to the City's economic development;
- c. Persons with expertise in finance, law, real estate, planning, or other professional fields relevant to the purposes of the Corporation; and
- d. Residents or community leaders with demonstrated involvement in civic or nonprofit activities supporting the economic vitality of the City.

No single category of representation shall constitute a majority of the Board.

All appointments shall be made in accordance with the Development Corporation Act, applicable state law, and City ordinance.

SECTION ~~23~~. VACANCIES AND RESIGNATIONS.

A vacancy in any position of director which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled as prescribed in Article 11, Section 1. A vacancy in the office of President or Vice President which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by election by the Board, from the remaining directors, for the unexpired portion of the term of that office. Any director may resign at any time. Such resignation shall be made in writing, addressed to the Mayor and the City Secretary, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the City Secretary.

SECTION ~~34~~. MEETINGS OF DIRECTORS.

For meetings of the Board or committees, notice thereof shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Local Government Code. Any member of the Board, officers of the Corporation or Mayor, may have an item placed on the agenda by delivering the same in writing to the Secretary of the Board no less than three (3) ~~calendar~~ business days prior to the date of the Board meeting. Each agenda of a Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters. However, no official or formal action or vote may be taken on any comment made by citizens during Citizens Forum.

~~The~~A annual joint meeting of the Board and the City Council shall be in January ~~one~~ of each year, at 6:00 p.m., unless an alternate date and time is proposed by the City Council. The Board shall hold regular and special meetings, in the corporate limits of the City, at such place or places as the Board may from time to time determine, and in conformance with the Texas Open Meetings Act.

SECTION ~~45~~. QUORUM.

A quorum is a majority of the Board, being not less than four (4) members, and shall be present for the conduct of the official business of the Corporation. The Act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by these Bylaws, policies/procedures of the Board, City Council resolution/ordinance, or state law.

SECTION ~~56~~. CONDUCT OF BUSINESS.

- A. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board. Unless otherwise adopted by the Board, the rules of procedures of the City Council shall be the rules of procedures for the Board.

- B. At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall exercise the powers of the President.
- C. The Secretary of the Corporation shall act as Secretary of all meetings of the Corporation, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. The Secretary shall keep minutes of the transactions of the Board and committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION ~~67~~. COMMITTEES OF THE BOARD.

An official committee of the Board shall consist of two (2) or more directors. It is provided, however, that all final official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION ~~78~~. COMPENSATION OF DIRECTORS.

The directors, including the President and Vice President, shall not receive any salary or compensation for their services. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement.

ARTICLE III
OFFICERS

SECTION 1. TITLES AND TERM OF OFFICE.

The President and Vice President shall be elected by the Board and shall serve a term of one (~~12~~) year. The respective terms of the initial President and Vice President shall be determined by the City Council. The President and Vice President shall continue to serve until their successors are appointed as provided in Article 11, Section 1.

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT.

The President shall be the chief executive officer of the Corporation, and shall, subject to the authority of the Board and paramount authority and approval of the City Council, preside at all meetings of the Board, and absent any different designation by a majority of the Board, shall sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, and notes in the name of the Corporation. In addition, the President shall:

- A. call both regular and special meetings of the Board and establish the agenda for such;
- B. have the right to vote on all matters coming before the Board;
- C. have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board;
- D. perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board, subject to approval by the City Council;
- E. appear before the City Council on a periodic basis to give a report on the status of activities of the Corporation; and
- F. appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Corporation.

SECTION 3. VICE PRESIDENT.

The Vice President shall exercise the powers of the President during that officer's absence or inability to act. The Vice President shall also perform other duties as from time to time may be assigned by the President or the Board.

SECTION 4. ATTENDANCE.

~~Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. The following number of absences shall constitute the basis for replacement of a director. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant. In addition, the position of any director who has four (4) unexcused absences in a twelve (12) month period shall be considered vacant. Directors are expected to attend all regular and special meetings of the Board. If a Director is unable to attend a meeting, the Director shall notify the President or the staff liaison as far in advance as reasonably possible. Any Director who accrues more than three (3) unexcused absences within a fiscal year may be subject to removal from the Board in accordance with these Bylaws. Absences due to illness, family emergencies, or other circumstances approved by the President shall be considered excused and shall not count toward the annual limit on unexcused absences. The staff liaison shall maintain an official record of attendance for each Director.~~

SECTION 5. CONFLICT OF INTEREST.

~~In the event that a director is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Board, the director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof.~~

~~Any director shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director, in which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the Board is cause for dismissal from the Board by action of the City Council.~~

Directors shall exercise their duties in good faith and in the best interest of the Corporation. A Director who has a direct or indirect financial or personal interest in any matter before the Board shall disclose the interest to the Board prior to any discussion or vote on the matter. Following such disclosure, the interested Director shall abstain from discussion and voting on the matter and shall not be counted toward a quorum for that portion of the meeting.

The minutes of the meeting shall reflect the disclosure made, the abstention from discussion and voting, and the quorum situation.

Each Director shall annually sign a written statement affirming that they have received, read, understand, and agree to comply with the Corporation's Conflict of Interest Policy. The Board may adopt additional procedures to ensure compliance with applicable state law, the Texas Local Government Code, and the Texas Open Meetings Act.

SECTION 6. IMPLIED DUTIES.

The Corporation is authorized to do that which the Board deems desirable, subject to City Council approval, to accomplish any of the purposes or duties set out or alluded to in the Articles, these Bylaws, and in accordance with State Law.

SECTION 7. BOARD'S RELATIONSHIP WITH THE CITY.

~~In acceptance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 8 of these Bylaws.~~

In accordance with state law, the Board shall be responsible for the proper discharge of its duties as set forth in these Bylaws, the Articles of Incorporation, and applicable statutes, subject at all times to the ultimate authority of the City Council. The Board shall determine its policies and directives within such limitations, and such policies and directives shall be subject to approval by the City Council.

The Board shall coordinate its activities with the City through the City Manager or the City Manager's designee. Requests for City services or departmental assistance shall be made through the City Manager in accordance with procedures established under the Administrative Services Agreement or other contracts for services approved by the Board.

The relationship between the Corporation and the City regarding administrative, financial, legal, or other services shall be governed by written agreements approved pursuant to Section 8 Contracts for Services of these Bylaws.

SECTION 8. CONTRACTS FOR SERVICE.

~~The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy making functions in discharging the duties herein set forth. An administrative services agreement shall be executed between the Board and the City Council for the services provided and compensated as provided for herein.~~

~~Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Parks and Recreation Department and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by an agreement approved by the City Council.~~

The Corporation may contract with the City of Duncanville, or with other entities as permitted by law, to provide services necessary for the proper administration and operation of the Corporation. Such services may include, but are not limited to, administrative support, financial management, accounting, auditing, legal services, insurance and risk management, and other professional or operational services required to carry out the purposes of the Corporation.

An annual Administrative Services Agreement shall be executed between the Corporation and the City, setting forth the scope of administrative and financial services to be provided, the level of staffing and support, and the amount to be charged for such services (the "Administrative Services Charge"). The Administrative Services Charge shall be reviewed and approved annually by the Board of Directors.

The Corporation may also provide or receive departmental support or funding through agreements with City departments or other public entities, provided such arrangements comply with the Texas Local Government Code and all other applicable laws governing the use of economic development funds.

All contracts for services, including administrative services, departmental support, legal counsel, auditing, insurance coverage, or other contractual arrangements for the expenditure of Corporation funds, must be approved by the Board of Directors in an open meeting and recorded in the minutes of the Corporation.

The Board of Directors may adopt policies establishing procurement procedures, standards of contracting, or guidelines for service agreements, provided such policies remain consistent with these Bylaws and applicable state law.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

SECTION 1. CHIEF ADMINISTRATIVE OFFICER

The City Manager or ~~his~~ the City Manager's -designee shall be the chief administrative officer of the Corporation and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The City Manager or the City Manager's designee shall employ such full or part-time employees as needed to carry out the programs of the Board. These employees shall be employees of the City and perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 8 of these Bylaws. The City Manager shall have the authority, and subject to provisions of the City Charter and policies-procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

The City Manager or the City Manager's ~~his~~ designee shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation. When necessary or proper, the City Manager shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council Board -consistent with these Bylaws. The City Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The City Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. ~~The City Manager shall submit a monthly report to the Board, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month.~~

The City Manager, or the City Manager's designee, acting as the Chief Administrative Officer of the Corporation, shall oversee the day-to-day administrative operations of the Corporation in accordance with applicable law, these Bylaws, and contracts approved by the Board. The City Manager, or their designee, shall submit a monthly financial report to the Board detailing all checks, drafts, or other disbursements issued on behalf of the Corporation during the preceding month. The report shall provide sufficient detail to allow the Board to monitor expenditures, ensure compliance with the budget, and verify proper use of Corporation funds.

The City Manager, or their designee, shall also serve as the primary liaison between the Corporation and City departments providing services under any Administrative Services Agreement or other contracts approved by the Board. The Board may request additional information or clarification regarding financial or operational matters as necessary to fulfill its fiduciary responsibilities.

SECTION 2. SECRETARY.

~~The Secretary shall keep the minutes of all meetings of the Board and committees in books provided for that purpose, shall give and serve all notices, shall sign with the President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; shall have charge of the corporate books, records, documents and instruments except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary shall endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The Secretary shall be an employee of the City.~~

The recording and administrative duties of the Secretary shall be performed by City staff, who shall maintain accurate and complete records of all Board meetings, including minutes of regular and special meetings, attendance records, and official correspondence of the Corporation.

The Secretary, through City staff, shall ensure that notices of meetings are issued in accordance with these Bylaws and the Texas Open Meetings Act. All minutes, records, and official documents shall be made available to the Board and to the public as required by law.

The Board may, from time to time, request summaries or specific reports from the Secretary regarding the Corporation's records, and staff shall provide such information promptly to enable the Board to fulfill its fiduciary and oversight responsibilities.

SECTION 3. EX-OFFICIO MEMBERS.

~~The City Council may appoint Ex-Officio members to the Board of Directors as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings. Ex-Officio members shall serve a term of one year.~~

~~Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, the City Code of Ethics.~~

~~An Ex-Officio Member is an individual appointed by the City Council to serve on the Board of Directors in an advisory capacity. Ex-Officio Members participate in discussions, provide guidance, expertise, and support to the Board, but do not have voting rights. Their role is to assist the Board in fulfilling its mission while ensuring a link between the Corporation and the City, and they are subject to all applicable laws, ethics rules, and City policies that govern public officials. The City Council may appoint Ex-Officio Members to the Board as it deems appropriate, and such Members shall serve a term of one (1) year, subject to reappointment by the City Council. Ex-Officio Members have the right to participate in all discussions during open meetings of the Board but shall not vote, and their advisory contributions shall be non-binding unless otherwise authorized by the Board or applicable law. Prior to assuming their duties, Ex-Officio Members shall take an Oath of Office and shall comply with, and be subject to, the City Code of Ethics and all applicable laws governing the conduct of public officials.~~

SECTION 4. PARTICIPATION IN BOARD MEETINGS.

~~The City Manager or the City Manager's designee, Secretary, Mayor and Councilmembers, shall have the right to take part in any discussion of the Board, or committees ~~thereof, including attendance excluding~~ of executive sessions, but shall not have the power to vote in any meetings attended.~~

SECTION 5. DUTIES OF THE BOARD.

~~The Board shall develop a combined Community Enhancement Program, (the "CEP"), including maintenance and operation costs thereof, for the City which shall include and set forth short and long term goals. Such plan shall be approved by the City Council. The CEP developed by the Board shall be one that incorporates the Capital Improvement Plans of the City Parks and Recreation Department, and the Public Library, and the promotion and expansion of manufacturing and industrial facilities, other economic development purposes, and other similarly related community development needs within the financial constraints of revenues available to the Corporation. The Board shall conduct a public hearing concerning both the adoption and required annual updates to the CEP. A legal notice shall be advertised as determined by the Board, at least three (3) days prior to the scheduled public meeting or seven (7) days prior to a Public Hearing.~~

~~The Board shall review and update the CEP once a year to ensure the plan is up to date with current community needs and is capable of meeting Duncanville's community enhancement needs. The Board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for community enhancement where such expenditures will have a benefit to the citizens of Duncanville. The Board shall make an * annual report to the City Council including, but not limited to the following:~~

~~A. A review of the accomplishments of the Board in the area of community enhancement; and~~

~~B. The activities of the Board for the budget year addressed in the annual report, together with any proposed change in the activity as it may relate to community enhancement.~~

~~*The required annual report shall be made to the City Council no later than March 1st of each year.~~

~~The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board.~~

The Board shall oversee and direct the activities of the Corporation in accordance with applicable law, these Bylaws, the Articles of Incorporation, and contracts approved by the Board and the City Council. The Board shall establish goals and priorities for the Corporation that promote economic development, community enhancement, and other initiatives consistent with the Corporation's mission and the financial resources available. The Board shall ensure that all projects, programs, and expenditures comply with state law, City Council approval requirements, and the Corporation's fiduciary responsibilities.

The Board shall maintain transparency and accountability by reviewing and approving all budgets, contracts, and agreements for services, and by monitoring the performance of Corporation initiatives. The Board shall submit an annual report to the City Council summarizing activities undertaken, accomplishments achieved, and any proposed initiatives or changes in priorities. The Board shall be accountable to the City Council for all actions undertaken by the Board or on its behalf, whether executed directly by the Board or by any individual, firm, corporation, agency, or other entity acting on the Board's authority. In exercising its duties, the Board shall adhere to the principles of care, loyalty, and compliance with applicable law to ensure prudent management of the Corporation's resources and effective service to the citizens of Duncanville.

SECTION 6. COMPONENTS OF THE CEP.

~~The Board shall submit to the City Council for its approval, the CEP which shall include proposed methods and the expected costs of implementation, and cost of operations and maintenance of the projects. The plan shall include both short and long term goals for the enhancement of the City.~~

SECTION 76. ANNUAL CORPORATE BUDGET.

The Board shall prepare and adopt a proposed budget of expected revenues and proposed

expenditures for the next ensuing fiscal year on or before ~~July 31st~~June 30th of each year. The fiscal year of the corporation shall commence on October 1st of each year and end on September 30. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

SECTION 8. FINANCIAL BOOKS, RECORDS, AUDITS.

The City Manager or City Manager's ~~his~~ designee shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

SECTION 9. DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing this Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council after review and comment by the City's bond counsel and financial advisor.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized

by the City Investment Policy. The City Manager shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of the City Manager and the Secretary. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article 111, Section B, of these Bylaws.

SECTION 10. EXPENDITURES OF CORPORATE MONEY.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- A. Expenditures from the proceeds of bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.
- B. Expenditures that may be made from a fund created from the proceeds of bonds, and expenditures of monies derived from sources other than the proceeds of bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.
- C. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Article.

No bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

SECTION 11. CONTRACTS.

As provided herein, the President and Secretary shall enter into any contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 1. SEAL.

The Board may obtain a corporate seal which shall bear the words "Corporate Seal of the Duncanville Community and Economic Development Corporation" and the Board may thereafter use the corporate seal and corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

SECTION 2. APPROVAL OR ADVISE AND CONSENT OF THE CITY COUNCIL.

To the extent that these bylaws refer to any action, approval, advice, or consent by the City or refer to action, approval, advice or consent by the City Council, such action, approval, advice or consent shall be evidenced by a motion, resolution or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 3. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

SECTION 4. GIFTS.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or, for any special purposes of the Corporation.

SECTION 5. CODE OF ETHICS.

Each director, including the President and Vice President, its officers, employees, and agents shall abide by and be subject to the City Code of Ethics. The Code of Ethics shall be applicable to independent contractors of the Corporation, except to the extent that such independent contractor is not performing work on behalf of the Corporation.

SECTION 6. AMENDMENTS TO BYLAWS.

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of four (4) of the authorized directors serving on the Board, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed and adopted by motion, resolution or ordinance duly reflected in the minutes of the City Council. ~~and, thereafter, duly noted to the Board.~~

SECTION 7. DISSOLUTION OF THE CORPORATION.

Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Duncanville.

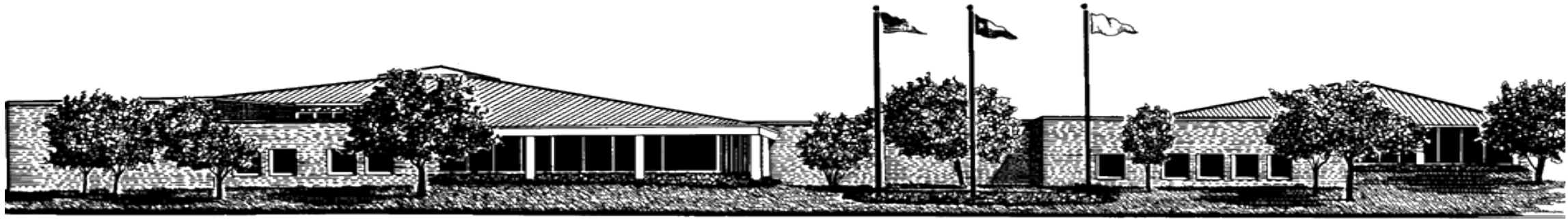
SECTION 8. APPLICABILITY OF CITY CHARTER. POLICIES AND PROCEDURES.

The, City Charter and all duly approved city policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative, subject to the approval by the City Council, to adopt other policies and procedures in addition to or in place of those of the city.

Chapters 252 and 271 of the Texas Local Government Code shall not apply to contacts and projects entered into by the Corporation. The Corporation shall have all the rights, powers, privileges, authority and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Texas Non-Profit Corporation Act, and the specific powers granted to such corporation by Article 5190.6 Vernons Revised Civil Statutes.
(Amendment approved by 4B Board 2-13-97; City Council 2-18-97)

SECTION 9. EFFECTIVE DATE.

These Bylaws, having been amended by approval of the DCEDC on April 13, 2017 and by City Council Resolution No. 2017-032 (May 16, 2017); and City Council Resolution No. 2014-040114 (April 1, 2014); and became effective upon the approval of such by the Board and by the City Council. (Original Bylaws approved by Resolution No. 95-041708 on April 17, 1995)



ITEM 3B:

REVISIONS TO DCEDC BYLAWS

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

Background

- **Last amended in 2017** — governance, administration, and coordination with the City have evolved significantly
- **September 2025 comprehensive review** conducted by department staff, DCEDC subcommittee and legal counsel
- **Updates prepared in collaboration** with the City Attorney to ensure legal compliance
- **Incorporates board and staff feedback** from recent DCEDC meetings and subcommittee discussions

Objective: Update bylaws to reflect any changes to state law, alignment with City Charter provisions and best practices for Type B corporations.

Key Revisions to Bylaws

Governance & Membership

- Updated language to **broaden eligibility** while ensuring balanced representation
- Directors **limited to (3) consecutive terms** (*exceptions available through City Council*)
- Board officers **limited to (2) consecutive terms** in any position

Board Operations

- Member **eligible for removal after three unexcused absences** within fiscal year
- **Citizens Public Forum** section added to regular meeting agenda
- **Annual joint** meeting with City Council **occurs in January** of each year
- City Council may **appoint non-voting ex-officio** board members

Changes establish clear standards for accountability, transparency, and collaboration



Key Revisions to Bylaws

Ethics & Accountability




- Strengthened **conflict-of-interest disclosure** and abstention requirements
- Adherence to City Charter, Council policies, and open-government laws

Administrative Coordination

- **Administrative Services Agreements** for projects and **eligible** City programs
- Monthly and annual financial reports
- Budget adoption required by **June 30th** each year



Other Items for Consideration and Discussion

-  **Disclosure, Purchase and Approval of Real Estate Transactions**
-  **Approval of Incentive & Grant Awards**
-  **Required Solicitation of Proposals for All DCEDC Owned Sites**

Revised bylaws adopted by DCEDC on October 27, 2025



THANK YOU

Questions & Discussion

ECONOMIC DEVELOPMENT FUND

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED
BEGINNING FUND BALANCE	\$ 7,273,816		\$ 6,920,983	\$ 6,920,983	
Revenue					
51 - SALES & OTHER TAXES	\$ 3,506,620	\$ 3,422,371	\$ 3,422,371	\$ 533,037	15.58%
55 - INTEREST	96,424	75,000	75,000	27,245	
57 - CHARGES FOR SERVICES	53,511	-	-	21,200	
58 - TRANSFER FROM FUNDS	-	-	-	-	
59 - OTHER SOURCES	11,000	5,000	5,000	-	
Revenue Total	\$ 3,667,556	\$ 3,502,371	\$ 3,502,371	\$ 581,482	16.60%
Expense					
60 - SALARY AND BENEFITS	\$ 571,849	\$ 624,573	\$ 624,573	\$ 181,624	29.08%
72 - SUPPLIES & MATERIALS	89,005	93,507	105,507	44,293	41.98%
73 - CONTRACT & PROF SVCS	797,509	802,179	802,179	239,952	29.91%
74 - MAINT & REPAIR SVCS	53,995	315,600	315,600	81,934	25.96%
75 - UTILITIES	28,392	100	100	-	0.00%
76 - CAPITAL OUTLAY	17,973	12,000	-	-	
77 - DEBT SERVICES	-	-	-	-	
78 - TRANSFER TO FUNDS	784,865	600,000	600,000	200,000	33.33%
79 - OTHER FINANCING USES	1,676,801	950,000	950,000	33,872	3.57%
Expense Total	\$ 4,020,389	\$ 3,397,959	\$ 3,397,959	\$ 781,675	23.00%
Net Revenue (Expenses)	\$ (352,833)	\$ 104,412	\$ 104,412	\$ (200,193)	

NOTES:
Sales tax revenue accounted two months behind. Two months worth of sales tax recorded to date.
Special Event Revenue - Sponsorships and vendor fees

ENDING FUND BALANCE	\$ 6,920,983	\$ 7,025,395	\$ 6,568,151
3 year average of expenditures	2,562,900	2,968,146	2,968,146
Days of Fund Balance	986	864	808
Fund Balance %	270.04%	236.69%	221.29%

Balance Sheet Notes	FY 2025 - Ending Balance (Unaudited)
Cash at year end	\$ 4,256,329
Investments *	\$ 2,218,573

* Investments include the \$500,000 CD (Texas Bank) - Wheatland Plaza agreement

Other DCEDC Financial Assets/Future Revenue - not included in fund balance	
TIF Fund Reimbursement (due in 2028)	\$ 150,000

ECONOMIC DEVELOPMENT - ADMINISTRATION

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED
Expense					
60 - SALARY AND BENEFITS	\$ 431,563	\$ 589,073	\$ 589,073	\$ 170,725	28.98%
72 - SUPPLIES & MATERIALS	54,491	63,800	75,800	42,044	55.47%
73 - CONTRACT & PROF SVCS	442,501	266,604	266,604	59,333	22.26%
75 - UTILITIES	-	100	100	-	0.00%
76 - CAPITAL OUTLAY	-	12,000	-	-	
78 - TRANSFER TO FUNDS	-	-	-	-	
Total Expenses	\$ 928,554	\$ 931,577	\$ 931,577	\$ 272,102	29.21%

ECONOMIC DEVELOPMENT - BEAUTIFICATION

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED
Expense					
60 - SALARY AND BENEFITS	\$ 93,564	\$ -	\$ -	\$ -	
72 - SUPPLIES & MATERIALS	15,622	29,707	29,707	2,250	7.57%
73 - CONTRACT & PROF SVCS	8,137	4,275	4,275	371	8.67%
74 - MAINT & REPAIR SVCS	53,995	315,600	315,600	81,934	25.96%
75 - UTILITIES	28,392	-	-	-	
76 - CAPITAL OUTLAY	17,973	-	-	-	
78 - TRANSFER TO FUNDS	6,344	-	-	-	
Total Expenses	\$ 224,027	\$ 349,582	\$ 349,582	\$ 84,554	24.19%

ECONOMIC DEVELOPMENT - SPECIAL EVENTS

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED
Expense					
60 - SALARY AND BENEFITS	\$ 46,722	\$ 35,500	\$ 35,500	\$ 10,899	30.70%
72 - SUPPLIES & MATERIALS	18,891	-	-	-	
73 - CONTRACT & PROF SVCS	339,372	434,300	434,300	111,749	25.73%
Total Expenses	\$ 404,985	\$ 469,800	\$ 469,800	\$ 122,648	26.11%

ECONOMIC DEVELOPMENT - INCENTIVES AND SPECIAL PROJECTS

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED
Expense					
700450 - CONTRACTUAL SERVICES	\$ 7,500	\$ 62,000	\$ 62,000	\$ 58,500	94.35%
700453 - SPONSORSHIP EXP.	-	35,000	35,000	10,000	28.57%
700880 - LAND	-	-	-	-	
704200 - SPECIAL PROJECTS-EDC	203,000	-	-	-	
708501 - ECONOMIC DEV INCENTIVES	1,448,451	900,000	900,000	33,872	3.76%
708502 - COMMUNITY DEV INCENTIVES	25,350	50,000	50,000	-	0.00%
Total Expenses	\$ 1,684,301	\$ 1,047,000	\$ 1,047,000	\$ 102,372	9.78%

Star Transit - lu

imp sum - annual payment

ECONOMIC DEVELOPMENT - TRANSFERS

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED
Expense					
799001 - TRANS TO GEN FUND-001	240,571	600,000	600,000	200,000	33.33%
799456 - TRANS TO FIELDHOUSE FND-456	537,950	-	-	-	
Total Expenses	\$ 778,521	\$ 600,000	\$ 600,000	\$ 200,000	33.33%

DCEDC AWARDED INCENTIVE GRANTS & SPECIAL PROJECTS AS OF 01-31-2026

BUSINESS NAME (APPLICANT)	AMOUNT	COUNCIL RESOLUTION#	AWARDED DATE	FY 2026 PAID	CURRENT YEAR OBLIGATION REMAINING	FUTURE YEAR OBLIGATIONS	EXPIRATION DATES	NOTES:
Kim and Jennys Café	\$ 135,000.00	2025-554	10/21/2025	\$ 27,000.00	\$ -	\$ 108,000.00		Installments through December 1, 2029
Redbird Skateland Inc - Parking	\$ 6,871.50	2025-556	10/21/2025	\$ 6,871.50	\$ -		4/21/2026	Complete
Hajoca (Moore Supply)	\$ 434,405.00	2023-059	7/18/2023		\$ 232,202.50		PH 1: 12/31/2023 PH 2: 12/31/2024 PH 3: 12/31/2025	Phase 1 Complete. Phase 2 Complete Phase 3 (\$15,000) expected end of 2025; \$217, 202.50 upon completion of all phases.
TOTALS	\$ 576,276.50			\$ 33,871.50	\$ 232,202.50	\$ 108,000.00		

FY 2026 BUDGET	\$ 900,000.00
FY 26 PAID + CURRENT YEAR	(266,074.00)
FY 2026 BUDGET REMAINING	\$ 633,926.00

COMMUNITY INCENTIVES AS OF 01-31-2026

BUSINESS NAME (APPLICANT)	AMOUNT	COUNCIL RESOLUTION#	AWARDED DATE	FY 2025 PAID	AWARD BALANCE REMAINING	NOTES:
COMMUNITY INCENTIVES - 12051000-708502						

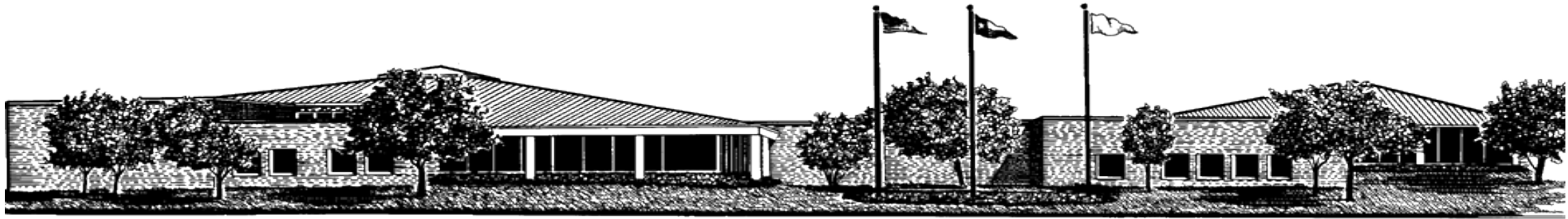
TOTAL	\$	-	\$	-
	FY 2026 Budget	\$	50,000.00	
	Remaining Budget	\$	50,000.00	

SPONSORSHIPS AS OF 01-31-2026

APPLICANT - Event	AMOUNT	FY 2026 PAID	AWARD BALANCE REMAINING	NOTES:
Pink Diamonds Bike Ride 11-2025	\$ 5,000.00	\$ 5,000.00		Complete
PIP - Property Improvement Program	\$ 5,000.00	\$ 5,000.00		Complete
TOTALS	\$ 10,000.00	\$ 10,000.00	\$ -	
		FY 2026 Budget	\$ 35,000.00	
		Remaining Budget	\$ 25,000.00	

033 - TAX INCREMENT FINANCING FUND

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026 as of 01-31
BEGINNING FUND BALANCE	\$ 150,000	\$ 196,642	\$ 236,867	\$ 257,668	\$ 353,280	\$ 411,997	\$ 509,934	\$ 649,071	\$ 808,022	\$ 808,022
Revenue										
599001 - TRANS FROM GEN FUND-001		46,642	40,225	21,448	95,612	58,717	97,937	139,137	159,085	191,150
599012 - TRANS FROM EDC FUND-012	150,000	-	-	-	-	-	-	-	-	-
Revenue Total	\$ 150,000	\$ 46,642	\$ 40,225	\$ 21,448	\$ 95,612	\$ 58,717	\$ 97,937	\$ 139,137	\$ 159,085	\$ 191,150
Expense										
700220 - OFFICE/COMPUTER SUPPLIES		-	-	-	-	-	-	-	134	-
700230 - MISCELLANEOUS SUPPLIES				-	-	-	-	-	-	-
700444 - LEGAL EXPENDITURES		-	-	500	-	-	-	-	-	-
700450 - CONTRACTUAL SERVICES		-	-	148	-	-	-	-	-	-
708102 - CONSTRUCTION		-	-	-	-	-	-	-	-	-
Expense Total	\$ -	\$ -	\$ -	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ 134	\$ -
Net Revenue (Expenses)	\$ 150,000	\$ 46,642	\$ 40,225	\$ 20,801	\$ 95,612	\$ 58,717	\$ 97,937	\$ 139,137	\$ 158,951	\$ 191,150
ENDING FUND BALANCE	\$ 150,000	\$ 196,642	\$ 236,867	\$ 257,668	\$ 353,280	\$ 411,997	\$ 509,934	\$ 649,071	\$ 808,022	\$ 999,172



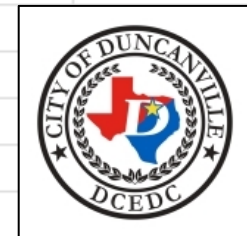
ITEM #5C:

DCEDC & TIF FUND BALANCE

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

ECONOMIC DEVELOPMENT FUND

TARGET BUDGET 33%	FY 2025 ACTUALS UNAUDITED	FY 2026 ADOPTED BUDGET	FY 2026 REVISED BUDGET	FY 2026 ACTUALS TO 01/31	% OF BUDGET USED	NOTES:
BEGINNING FUND BALANCE	\$ 7,273,816		\$ 6,920,983	\$ 6,920,983		
+ Revenue						
⊕ 51 - SALES & OTHER TAXES	\$ 3,506,620	\$ 3,422,371	\$ 3,422,371	\$ 533,037	15.58%	Sales tax revenue accounted two months behind. Two months worth of sales tax recorded to date.
⊕ 55 - INTEREST	96,424	75,000	75,000	27,245		
⊕ 57 - CHARGES FOR SERVICES	53,511	-	-	21,200		Special Event Revenue - Sponsorships and vendor fees
⊕ 58 - TRANSFER FROM FUNDS	-	-	-	-		
⊕ 59 - OTHER SOURCES	11,000	5,000	5,000	-		
Revenue Total	\$ 3,667,556	\$ 3,502,371	\$ 3,502,371	\$ 581,482	16.60%	
+ Expense						
⊕ 60 - SALARY AND BENEFITS	\$ 571,849	\$ 624,573	\$ 624,573	\$ 181,624	29.08%	
⊕ 72 - SUPPLIES & MATERIALS	89,005	93,507	105,507	44,293	41.98%	
⊕ 73 - CONTRACT & PROF SVC	797,509	802,179	802,179	239,952	29.91%	
⊕ 74 - MAINT & REPAIR SVCS	53,995	315,600	315,600	81,934	25.96%	
⊕ 75 - UTILITIES	28,392	100	100	-	0.00%	
⊕ 76 - CAPITAL OUTLAY	17,973	12,000	-	-		
⊕ 77 - DEBT SERVICES	-	-	-	-		
⊕ 78 - TRANSFER TO FUNDS	784,865	600,000	600,000	200,000	33.33%	
⊕ 79 - OTHER FINANCING USES	1,676,801	950,000	950,000	33,872	3.57%	
Expense Total	\$ 4,020,389	\$ 3,397,959	\$ 3,397,959	\$ 781,675	23.00%	
Net Revenue (Expenses)	\$ (352,833)	\$ 104,412	\$ 104,412	\$ (200,193)		
ENDING FUND BALANCE	\$ 6,920,983		\$ 7,025,395	\$ 6,568,151		
3 year average of expenditures	2,562,900		2,968,146	2,968,146		
Days of Fund Balance	986		864	808		
Fund Balance %	270.04%		236.69%	221.29%		



DCEDC Fund Balance & Revenue Notes



Balance Sheet Notes	FY 2025 - Ending Balance				
Cash at year end	\$ 4,256,329				
Investments *	\$ 2,218,573				
★ Investments include the <u>\$500,000 CD (Texas Bank) - Wheatland Plaza agreement</u>					
Other DCEDC Financial Assets/Future Revenue - not included in fund balance					
TIF Fund Reimbursement (due in 2028)	\$ <u>150,000</u>				

How TIF Works



TIRZ No. 1 (Tax Increment Financing) Fund



033 - TAX INCREMENT FINANCING FUND										
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026 as of 01-31
BEGINNING FUND BALANCE		\$ 150,000	\$ 196,642	\$ 236,867	\$ 257,668	\$ 353,280	\$ 411,997	\$ 509,934	\$ 649,071	\$ 808,022
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Revenue Total	\$ 150,000	\$ 46,642	\$ 40,225	\$ 21,448	\$ 95,612	\$ 58,717	\$ 97,937	\$ 139,137	\$ 159,085	\$ 191,150
Expense										
700220 - OFFICE/COMPUTER SUPPLIES		-	-	-	-	-	-	-	134	-
700230 - MISCELLANEOUS SUPPLIES										
700444 - LEGAL EXPENDITURES		-	-	500	-	-	-	-	-	-
700450 - CONTRACTUAL SERVICES		-	-	148	-	-	-	-	-	-
708102 - CONSTRUCTION		-	-	-	-	-	-	-	-	-
Expense Total	\$ -	\$ -	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134	\$ -
Net Revenue (Expenses)	\$ 150,000	\$ 46,642	\$ 40,225	\$ 20,801	\$ 95,612	\$ 58,717	\$ 97,937	\$ 139,137	\$ 158,951	\$ 191,150
ENDING FUND BALANCE	\$ 150,000	\$ 196,642	\$ 236,867	\$ 257,668	\$ 353,280	\$ 411,997	\$ 509,934	\$ 649,071	\$ 808,022	\$ 999,172

THANK YOU

Questions & Discussion



STAFF REPORT

MEETING: Community and Economic Development Corporation - February 23, 2026

TITLE:

Briefing on the history and current status of a vacant real estate site owned by the DCEDC and commonly referred to as Railroad Flats.

Vision Statement:

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

Pillar:

Livable Neighborhoods

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The Railroad Flats site, located in downtown Duncanville, represents a significant mixed-use residential development opportunity that has been under the ownership of the Duncanville Community & Economic Development Corporation (DCEDC) for several years. The approximately 1.5 acre property is bordered by E Center Street, N Merrill Ave and E Cherry Street. The history of this planned residential development dates back to the mid-2000s.

Infrastructure Investment (2006-2007)

The site received substantial infrastructure funding through the North Central Texas Council of Governments (NCTCOG) Call for Projects program during the 2006-2007 funding cycle. This investment was secured to support what was then known as the Center Street Townhomes project, which envisioned a multi-phase urban residential development in the heart of downtown Duncanville.

Initial Construction (2010)

The first phase of the Center Street Townhomes project was completed in 2010, demonstrating the feasibility of urban residential development in this location. However, subsequent phases of the project were never realized due to legal case proceedings between the City and the original developer, effectively halting further progress on the

site for an extended period.

DCEDC Acquisition

The DCEDC acquired the property as part of or after the settlement, and has maintained public control over this strategic downtown site to preserve the opportunity for future development consistent with the City's long-term vision for downtown revitalization.

Current Status and Market Interest

Despite not publishing a traditional request for proposals, economic development staff has consistently received inquiries from the development community expressing interest in the site for urban townhome and mixed-use residential projects. This sustained market interest indicates that the location retains significant development potential and aligns with current market demand for urban housing products in established communities.

Comprehensive Plan Alignment - Housing & Neighborhoods Priorities

The Comprehensive Plan 2040 identified critical housing and neighborhood priorities through extensive community engagement. The plan recognizes the community's desire to maintain the character of existing neighborhoods while also addressing the economic need to add gentile density by diversifying housing options and access for existing and future residents. Specifically, the plan highlights opportunities for creative multi-unit housing developments including duplex, four-plex, and townhomes as a key strategy for expanding housing choices in Duncanville.

Community survey data collected during the comprehensive planning process demonstrates resident support for townhome development, with respondents indicating townhomes would have a net positive impact on the community.

The site's characteristics—including its downtown location, existing infrastructure investment, and proximity to Main Street, municipal facilities, Armstrong Park, etc. position it as an attractive opportunity for quality residential development that would contribute to downtown activation and the City's broader economic development objectives.

Proposals received and evaluated during the previous calendar year include:

1. Party: Rodney Truttling (General Manager) Miracle Construction

Proposal: Mixed-Use development featuring a mix of multifamily and first floor commercial

Status: 2024 Proposal modified and resubmitted in July 2025.

2. Party: Pegas California Construction Corp

Proposal: Urban Townhome Development of (36) units for sale (owner-occupied)

Status: Original purchase offer of \$350,000 increased to \$445,000

The purchase sale agreement for land acquisition (\$445,000) was approved by DCEDC on 10/27/25.

Proposed Chapter 380 Incentive agreement to rebate a portion of new property tax revenue generated by the development up to \$70,000

3. Party: Truttling JV Partners

Proposal: Mixed-Use development featuring a mix of multifamily and first floor commercial

Status: On 8/20/25, the developer withdrew the proposal citing project costs and feasibility of the project as proposed.

POLICY EXPLANATION:

FUNDING SOURCE:

ACTION ALTERNATIVES:

ATTACHMENTS:

Proposal 1, Proposal 3, 10.27.25_DCEDC Staff Report, Housing Station Sticky Notes, Housing Survey, Presentation Item 3.D.

Duncanville Flats Mixed Use Development

Rodney Truttling
General Manager



Duncanville Flats

Rodney Truttling
General Manager



Key Elements of Project

1. Project Overview of the apartment development is completed.
2. Critical Objectives are developed in order to complete the project successfully.
3. Key Milestones & Deliverables are ready for the pre-development phase and lifespan of the project.
4. Technical Details with precise tasks are in place.
5. Timeline with list of tasks for overall project are on schedule according to delivery dates and milestones.
6. Management & Administration procedures are ready to implement.
7. Funding is secured.

CITY OF DUNCANVILLE

Duncanville is a dynamic and growing area of the Dallas-Fort Worth Metroplex. Spurred by an enduring entrepreneurial spirit, diverse economy and commitment to quality of life, Duncanville has emerged as a "City of Champions" for more than 38,000 people who call Duncanville home.

Duncanville has a lot to offer. The city encompasses the best of a small town with all the assets of a major metropolitan area. Situated just minutes from downtown Dallas and 20 minutes from Fort Worth, Duncanville provides you with the perfect touch of seclusion yet instant access to quality DFW businesses and attractions at the same time.

TOTAL POPULATION: 36,081

SEX AND AGE:

Male	17,093
Female	18,988

RACE:

White	23,055	63.9%
Black/ African American	8,934	24.8%
American Indian	117	0.3%
Other Races	3,975	11.27%

Schools.

The Duncanville Independent School District serves a 28.7-square-mile area and including the entire City of Duncanville and portions of Dallas, Cedar Hill and DeSoto. The district currently educates approximately 12,500 students throughout its 18 campuses.

Families can spend the day at one of Duncanville's 16 parks, including Kidsville (the world's largest volunteer-built playground); shopping at quaint stores along Main Street; hitting the Duncanville Fieldhouse for the best youth basketball the country has to offer; grabbing a delicious meal at Pappadeaux; or looking for a weekend getaway.

Economic Development.

Duncanville offers great opportunities for companies to grow and prosper. We offer a vibrant market for workers to find good jobs, a low cost of living and a high quality of life, which is one of the main tenants of economic development.

Hotels.

Duncanville has a place for you to stay and enjoy the best of Texas. In Duncanville, you'll find quality hotels such as Hilton Garden Inn, Best Western Duncanville Inn and Suites, Holiday Inn Express, and more.

Retirement-Ready.

Duncanville is already considered the perfect blend for family, community and business and is recently celebrating its designation as a Certified Retirement Community – making it one of the first few cities to receive such recognition. Now, we are eager to show everyone that we are the perfect blend for retirement as well. The city includes hospitals, colleges and universities, banks, utilities and other businesses, all interested in improving the quality of life in this region, thereby promoting economic development.

Without a doubt, Duncanville has many attributes that are important to retirees – such as excellent services, a quality infrastructure, positive growth, a hospitable community, housing values and opportunities for civic involvement.

Healthcare.

Methodist Charlton Medical Center is a state of arts medical facility located just minutes from the City of Duncanville.

- **BEDS** - 301
- **ER Visits** - 66,123
- **Hospital Admissions** -13,155
- **Inpatient Surgeries** - 2,389
- **Outpatient Surgeries** - 2,072

Housing.

Duncanville offers diverse housing options for families.

HOUSING OCUPANCY:

Total Housing Units	13,290	100
Occupied Housing Units	12,896	97.0%
Vacant Housing Units	394	3.0%
Seasonal, Recreational, or occasional Use	12	0.01%
Homeowner Vacancy Rate	9,243	71.7%
Rental Vacancy Rate	4.6	

HOUSING TENURE:

Occupied Housing Units	12,896	100
Owner-occupied Housing Units	9,243	71.7%
Renter Occupied Units	3,653	28.3%
Average Household Size of Owner-occupied Unit	2.84	

FAMILY INCOME:

Families	10,279	
Less than 14,999	403	4%
15,000 to 34,999	2,089	20.3%
35,000 to 74,999	4,318	42%
75,000 to 149,999	2,903	28.2%
150,000 to 200,000+	566	5.5%

Responsibility of Developer

A. PLANNING AND MANAGEMENT

1. Provide plans and manage jobs such as; resource planning, operating schedule and costs.
2. Manage resource requirements and process of the project, along with activities such as; inventory, progress updates, payment of vendors and subcontractors, testing and inspection schedules.

B. MANAGE DAILY JOBSITE OPERATIONS

1. Supervise daily activities of construction and building requirements.
2. Ensure tasks are on track, including work of the sub-contractors and manage the safety and cleanliness of the worksite.
3. Obtain approvals and permits from the authorities, provide premise security, arrange temporary facilities, manage waste, and site maintenance.



C. PROVIDE REQUIRED EQUIPMENT AND BUILDING MATERIALS

1. Purchase building material and equipment needed to perform work.
2. Verify vendors and ensure the quality of the material coming to the construction sites.
3. Coordinate and manage materials to reach the site on time and have desired quality in accordance with the project budget.

D. COORDINATING SUBCONTRACTORS, CONSULTANTS, AND VENDORS

1. All specialized sub-contractors, different design consultants are involved, along with vendors and suppliers of other building materials and equipment used on site are managed and coordinated by the general contractor.
2. Communication of messages and information to subcontractors, consultants, and vendors is essential.
3. Maintain coordination and sequence between all parties involved in the construction project is critical.

E. OVERSEE QUALITY, TIMELINE, AND BUDGET

1. Maintain the required quality of the project within the limits of time and budget established.
2. Minimize any time or cost overruns and ensure the optimized value in the given cost.

F. MANAGE HEALTH, SAFETY, AND LEGAL ISSUES

1. Work to ensure the health and safety of the job site workers on the construction site by implementing required drills and procedures and raising awareness.
2. Help to ensure safety of subs who use construction machinery and equipment.

G. COMMUNICATION

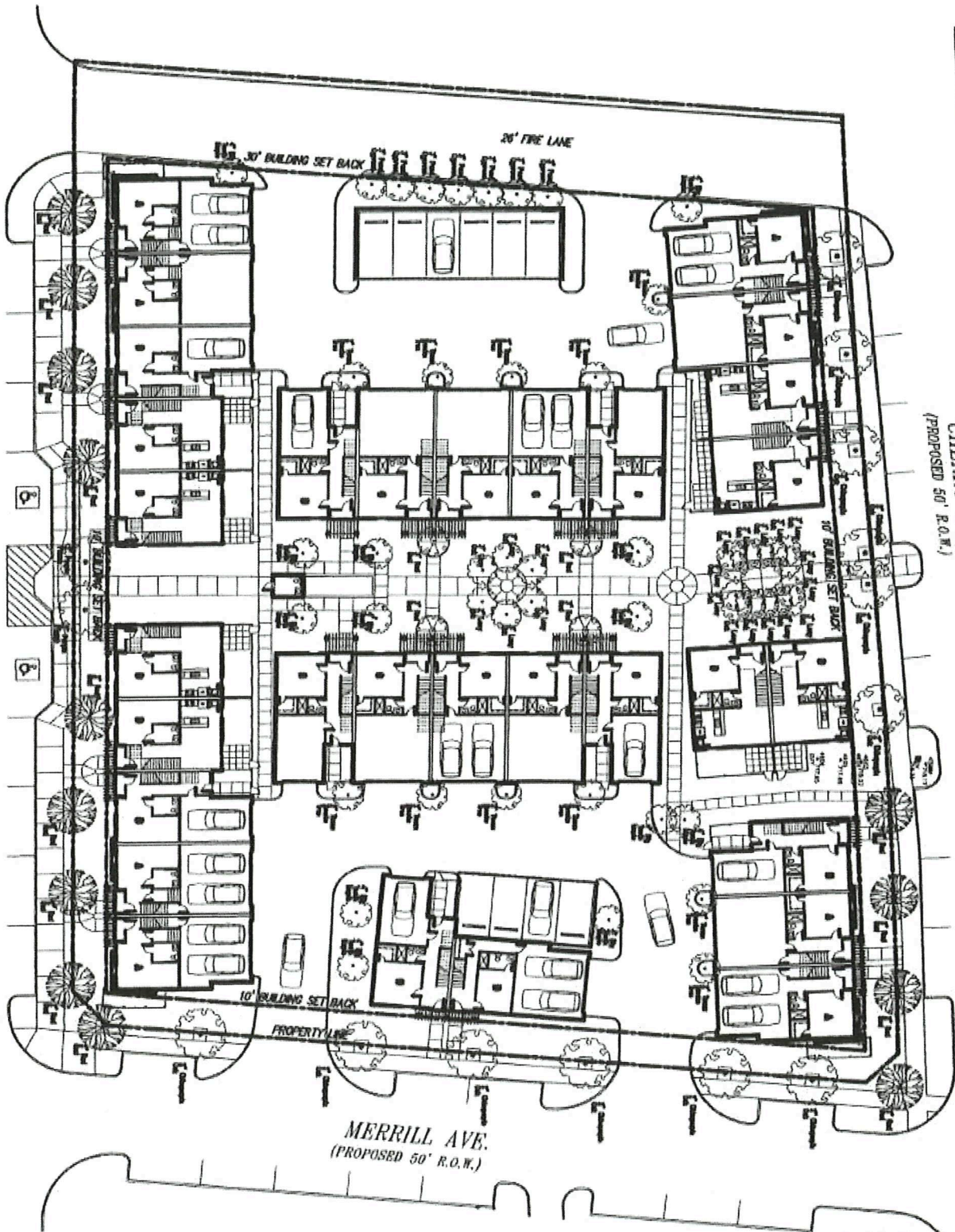
The general contractor is the primary source of communication between the partners and the other parties involved in the construction. It is in the contractor's scope of responsibility to pass on correct information to the subcontractors and vendors and update the project progress on a timely basis.

H. TIMELINE

1. Keep the project moving forward smoothly and ensure a quality build within the quoted timeframe.
2. Manage subcontractors and labor related to the job.
3. Order materials related to the build and work with the vendors to ensure the correct deliveries are taking place according to the timeline.
4. Communicate status of the project throughout the build with partners and other pertinent parties.

2.01-1 LANDSCAPE PLAN
V.M.C.

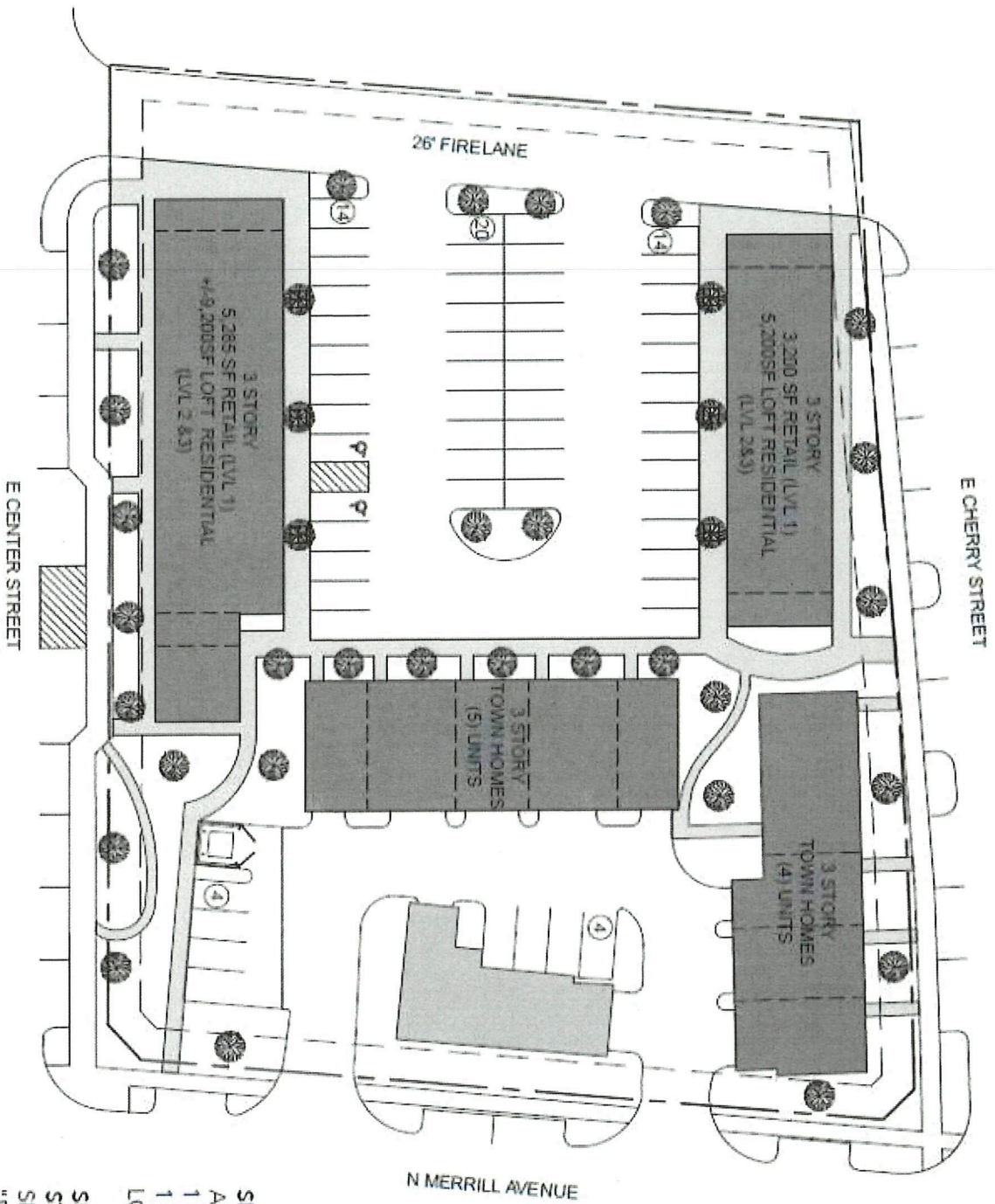
CENTER ST.
(PROPOSED 60' R.O.W.)



ALL FENCING &
CARPORT SCREENS
SHALL BE CEDAR
OR CYPRESS WITH
STAINED FINISH

EXHIBIT D

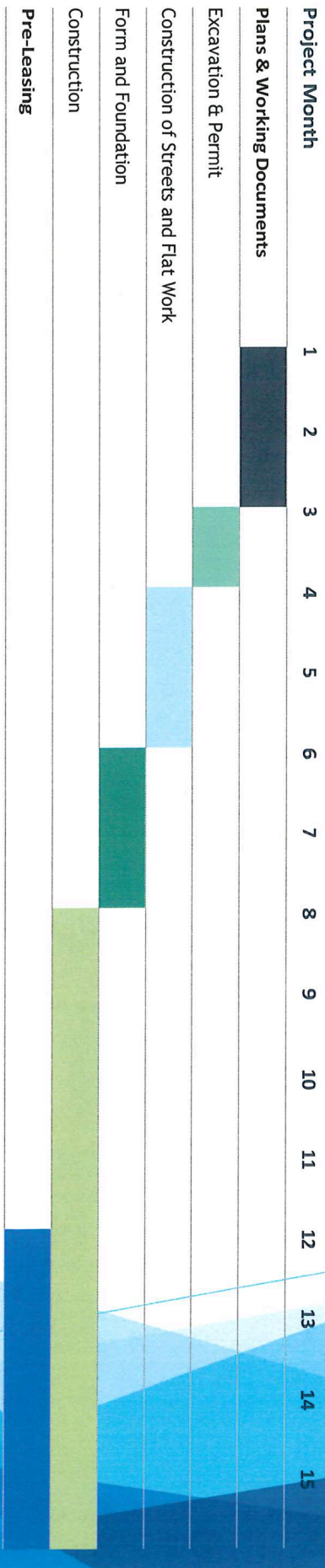




SITE CONCEPT ZONING - PARKING:
 AMEND PLANNED DEVELOPMENT TO ALLOW
 1 SPACE/200 SF RETAIL USE
 1 SPACE/TOWN HOME UNIT FOR RESIDENTIAL
 LOFT DWELLING UNITS EXEMPT

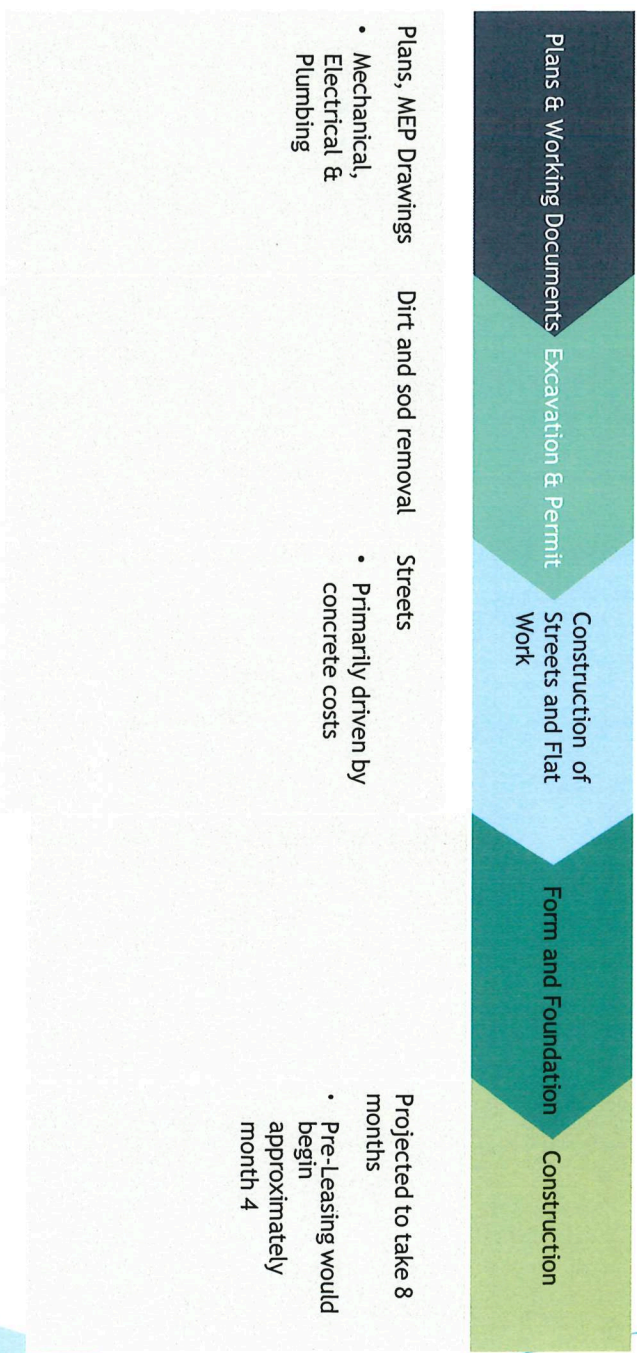
**SITE CONCEPT ZONING - ARCHITECTURAL
 STANDARDS:**
 SIMILAR TO DOWNTOWN DUNCANVILLE DISTRICT
 "DD" STANDARDS

Project Timeline



Mixed Use Development - 28 Apartment Units Plus Approximately 8000 Square Foot Office Space

Additional Notes



Project Financials

Type of Cost	Projected Expense
Plans & MEP Drawings	\$ 100,000
Construction	5,040,000
Material, Labor, Office	1,200,000
Concrete	2,000,000
Administrative, Overhead & Miscellaneous	1,000,800
TOTAL	\$9,340,800

Our Team



Rodney Truttling
General Manager

30+ years in Residential
Construction with Summer
Homes and Centex Homes

Indiana University, Bloomington
BS Business

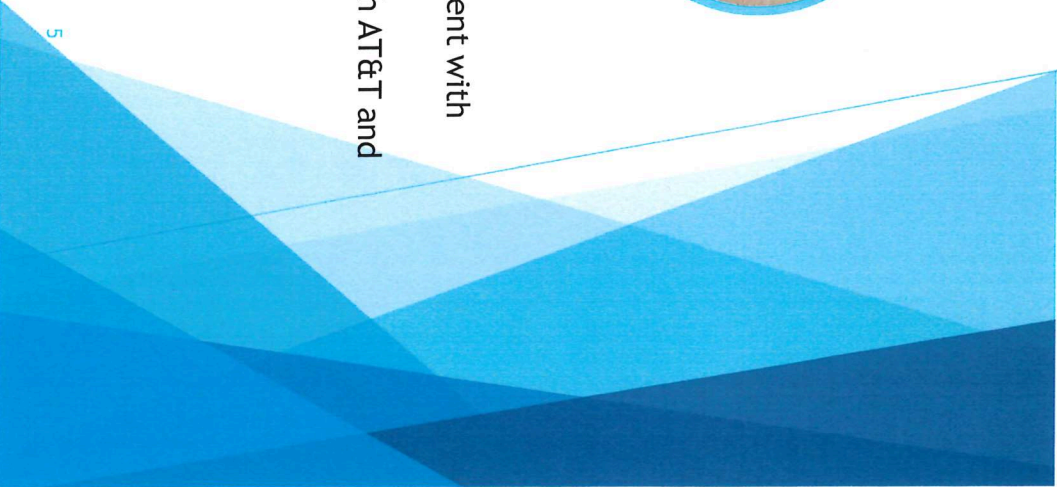


Chase Truttling
Operations

2+ years as real estate sales agent with
Keller Williams

5+ years in field operations with AT&T and
BNSF Railway

University of Arkansas
BS Industrial Engineering
University of Pittsburgh
MBA



RODNEY TRUTTLING

Miracle Construction

1811 Beaver Creek Drive ♦ Duncanville, TX. 75137

214-717-7540

rodney.truttling@yahoo.com

EDUCATION:

Indiana University, Bloomington, Indiana

Earned Bachelor of Science Degree in Business

Emphasis in Management, Personnel and Industrial Relations

WORK EXPERIENCE:

Residential remodeling and commercial finish out.

Formed Miracle Remodeling and Construction.

Incorporated, to provide value added services to the reconstruction marketplace.

Responsible for day to day operations, including but not limited to sales, marketing, construction and customer service.

SUMEER HOMES

Builder

Coordinate the construction of new homes in select neighborhoods. Responsibilities included: selecting subcontractors, securing permits, coordinating efforts of trades, securing materials required for desired results.

CENTEX HOMES DALLAS, TEXAS

Neighborhood Sales Manager

Responsibilities included staffing, training and office administration, as well as interpretation of warranty standards and tolerances. Responsible for oversight of homes during construction to insure that finished product agreed with plans and specifications.

Area Homes Built / 200+



1015 Briar Hill Circle (2,284 sq. ft)

Brighton Estates - DeSoto

Chapel Hill - DeSoto

Ten Mile Creek - DeSoto

Creek Tree - DeSoto

Meadow Springs - Glenn Heights

Greenbriar Estates - Duncanville

Penn Springs – Duncanville

Various Dallas Neighborhoods

References

Professional:

Enterprise Construction Construction Services
972-979-1199

Cornell Yancy Engineer Firm
469-389-8970

Emilio Ramirez Concrete Contractor
817-946-8663

Personal:

Rod Washington President Frost Bank (Dallas)
972-841-3103

Marshall Wesley Human Resources
214-4607411

Dr. Larry Johnson Medical / Surgeon
214-773-0715

Project Proposal

Prepared for: Victor M. Barrera, Title Economic Development Director

Prepared by: Rodney Truttling, Managing Partner

July 12, 2025

Proposal number: 20250716-v1

EXECUTIVE SUMMARY

Objective

Seeking approval to acquire the entire 1.2 acres site to develop 26 newly constructed, premium Class A single family townhomes that are energy efficiently designed with modern finishes, features and amenities including smart home systems and low-maintenance exteriors. The buildings will be developed from the ground up with construction at the site to Q1 2026 with an anticipated completion in Q3 of 2027 with the possibility of only one phase or multiple phases based on market demand and market conditions

This projects aligns with the City of Duncanville's Comprehensive Planning and Economic Development Strategy.

Goals

This proposal outlines a strategic partnership between the City of Duncanville and Truttling JV Partners, to transform an underutilized city-owned parcel into a vibrant, mixed-market residential townhome community. targeting first-time homebuyers, local professionals, and renters seeking ownership pathways. We respectfully request that the City contribute the land in-kind to catalyze this high-quality housing development and further support its success through facilitation of key infrastructure elements detailed below

- Infrastructure Elements
 - Streets
 - Sidewalks
 - Utilities
 - Permitting Fee's

Project Scope Briefing

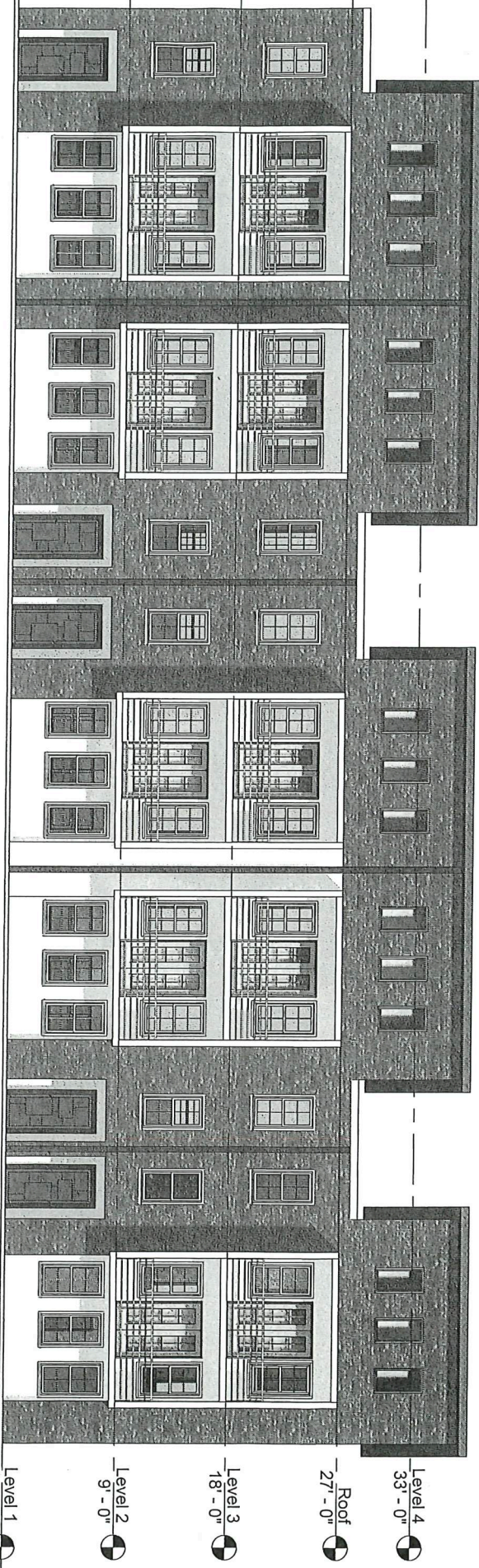
- Multiple 3 bedrooms / 3.5 baths / 2-car garage townhomes
- High-end interior finishes: quartz countertops, hardwood flooring
- Smart tech integration (climate, security, lighting)
- Energy-efficient construction, built for durability and low operating cost
- Area experiencing strong population growth and suburban migration
- Square Footage: ~1,700 RSF
- Target Market: Hybrid- Owner-occupied and rental property
- Price Range: \$280,000-\$315,000 per unit

BUDGET

Construction budget is based on materials, labor, and equipment needed as well as current construction methods and procedures to scale this multi unit complex per architectural designs.

Description	Quantity	Unit Price	Cost
Construction Costs (per sq ft)	44200	\$125	\$5,525,000
Soft Costs	44200	\$5	\$221,000
Contingency 5%	1	\$276,250	\$276,250
Land Acquisition Costs	1	\$150,000	\$150,000
Total			\$6,172,250

* \$70k
*



- Level 4 33'-0"
- Roof 27'-0"
- Level 3 18'-0"
- Level 2 9'-0"
- Level 1 0'-0"

① South
1/8" = 1'-0"

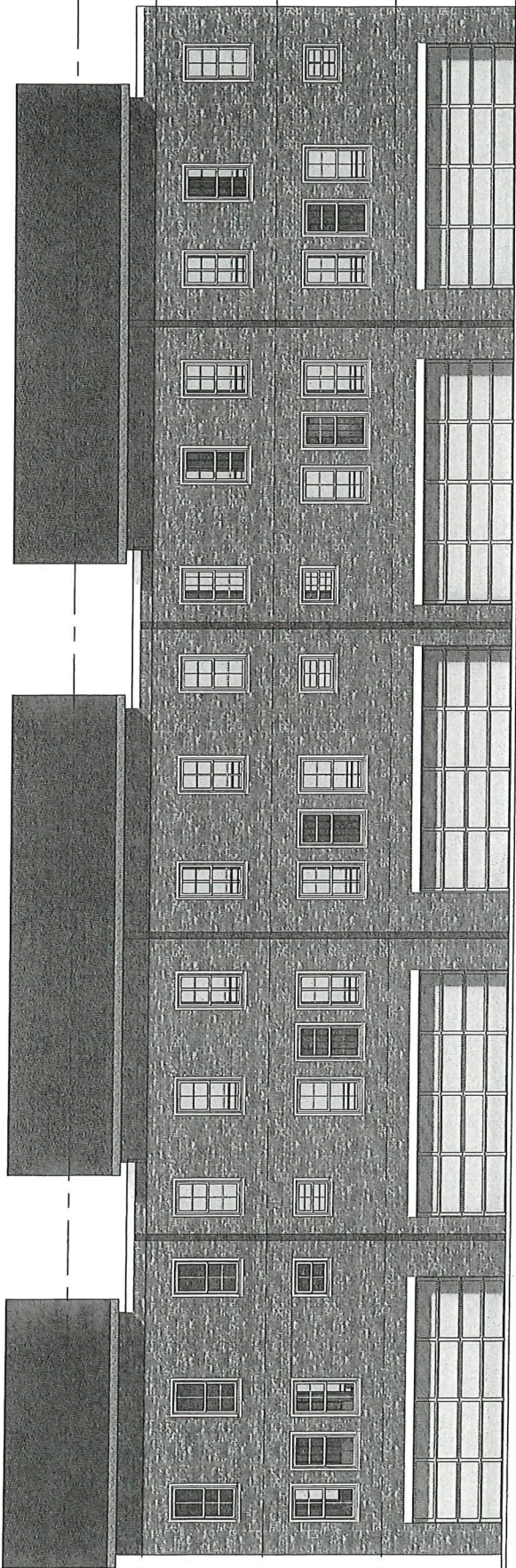
KENDO 66
DESIGN CONSULTANT
E: justkendo66@gmail.com

**CITY OF DUNCANVILLE,
TOWN HOUSES**
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

No.	Description	Date

Exterior Elevation	
Project number	A02571
Date	Issue Date
Drawn by	Author
Checked by	Checker
A3.1	
Scale 1/8" = 1'-0"	

Level 4
33'-0"
Roof
27'-0"
Level 3
18'-0"
Level 2
9'-0"
Level 1
0'-0"



① North
1/8" = 1'-0"

Exterior Elevation

Project number	AD2511
Date	Issue Date
Drawn by	Author
Checked by	Checker

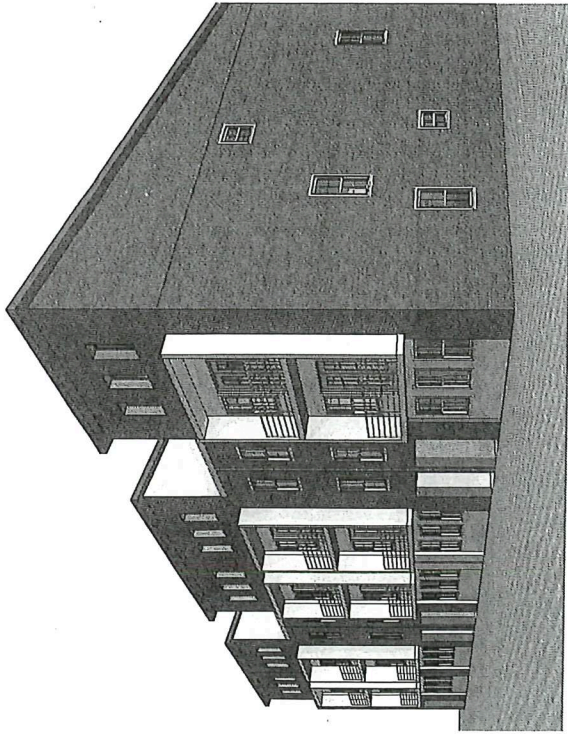
A3.2

Scale 1/8" = 1'-0"

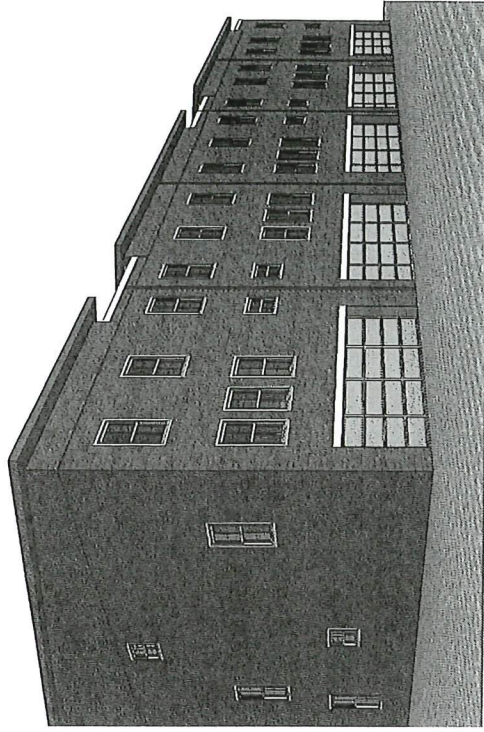
No.	Description	Date

**CITY OF DUNCANVILLE,
TOWN HOUSES**
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

KENDO 66
DESIGN CONSULTANT
E: justkendo66@gmail.com



① 3D View 4



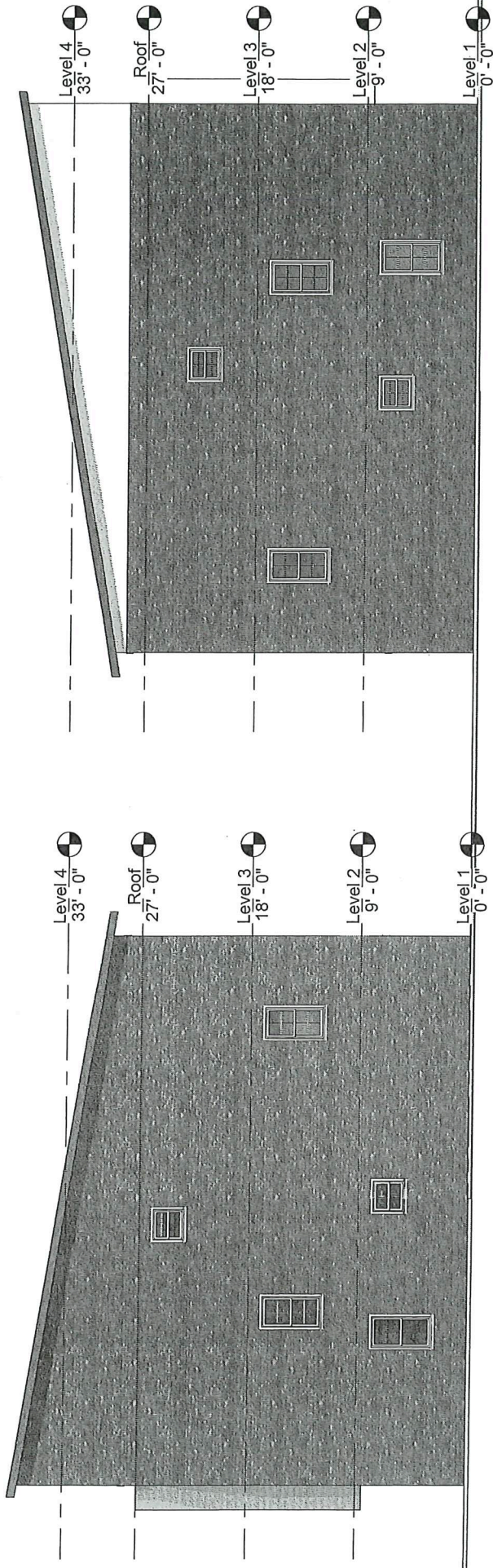
② 3D View 3

KENDO 66
 DESIGN CONSULTANT
 E: justkendo66@gmail.com

**CITY OF DUNCANVILLE,
 TOWN HOUSES**
 CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

No.	Description	Date

3D VIEWS		
Project number	AD2511	A3.4
Date	Issue Date	
Drawn by	Author	Scale
Checked by	Checker	



① East
1/8" = 1'-0"

② West
1/8" = 1'-0"

KENDO 66
 DESIGN CONSULTANT
 E: justkendo66@gmail.com

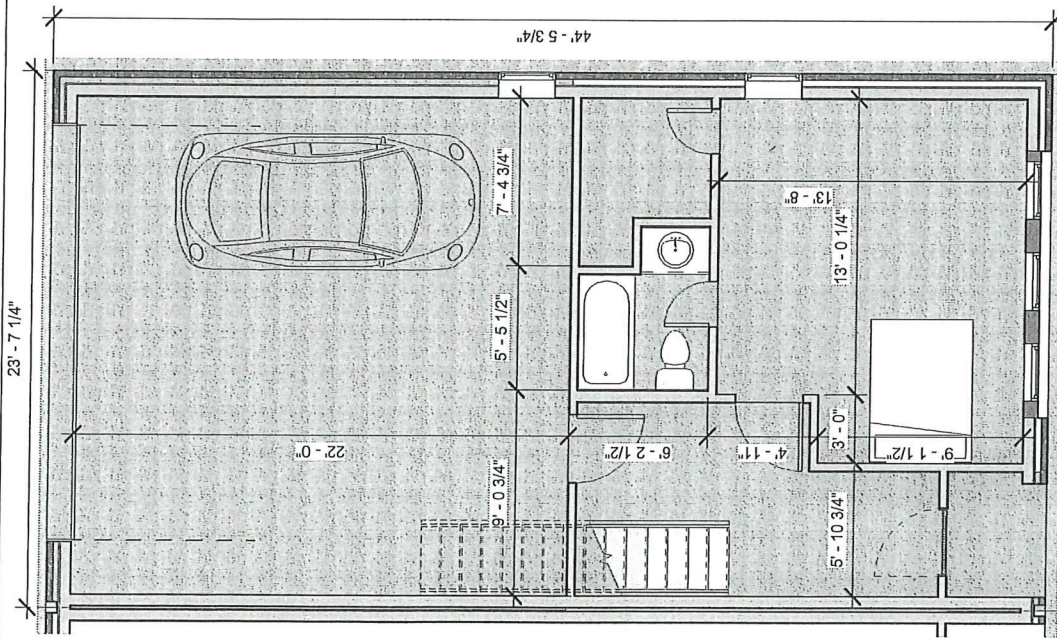
**CITY OF DUNCANVILLE,
 TOWN HOUSES**
 CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

No.	Description	Date

Exterior Elevations

Project number	AD2511
Date	Issue Date
Drawn by	Author
Checked by	Checker
Scale 1/8" = 1'-0"	

A3.3



FIRST FLOOR - DIA

Project number	AD2511
Date	Issue Date
Drawn by	Author
Checked by	Checker

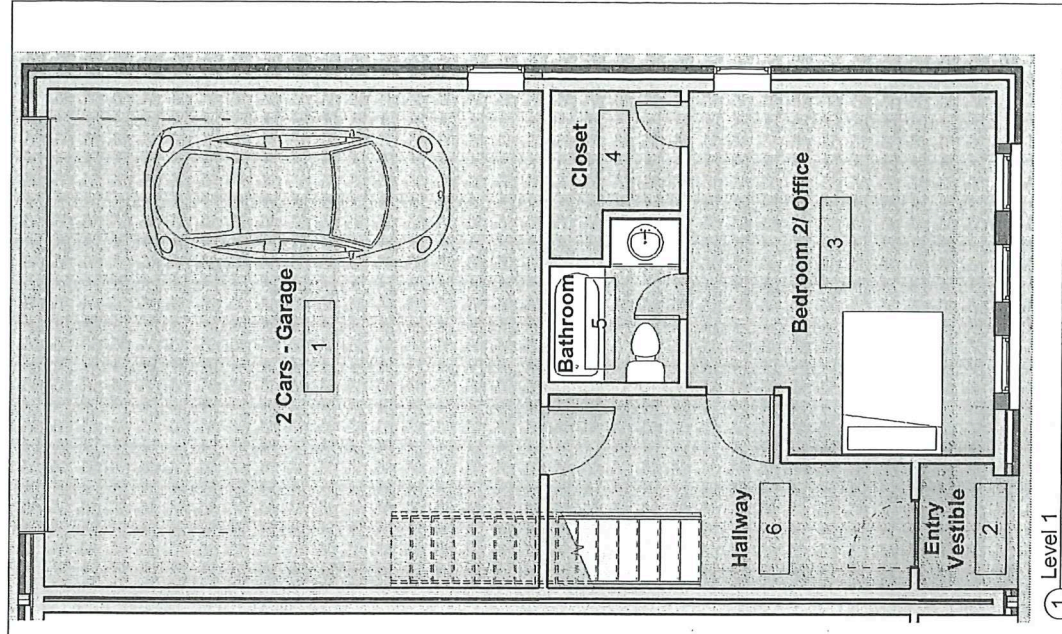
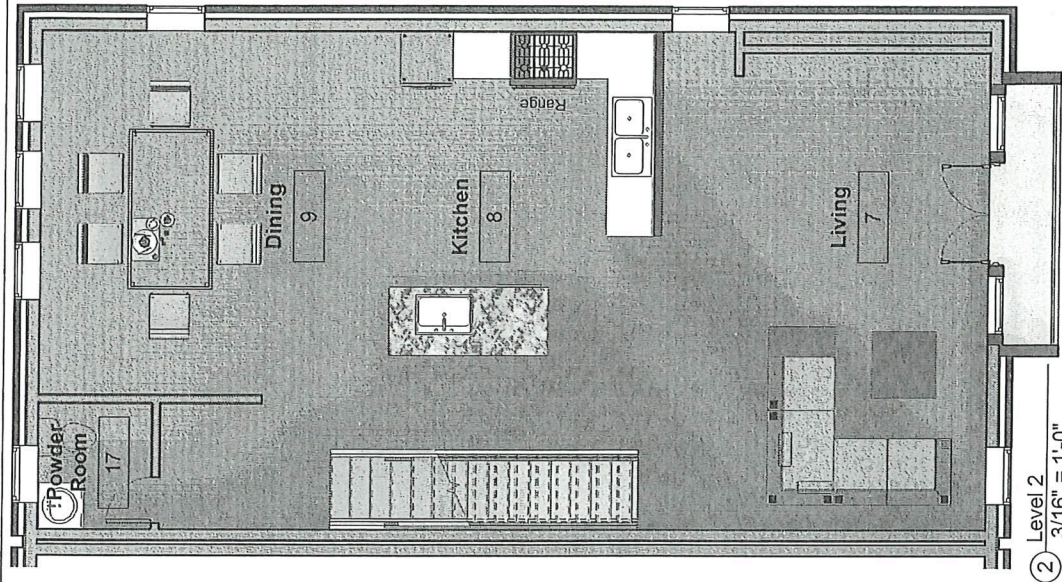
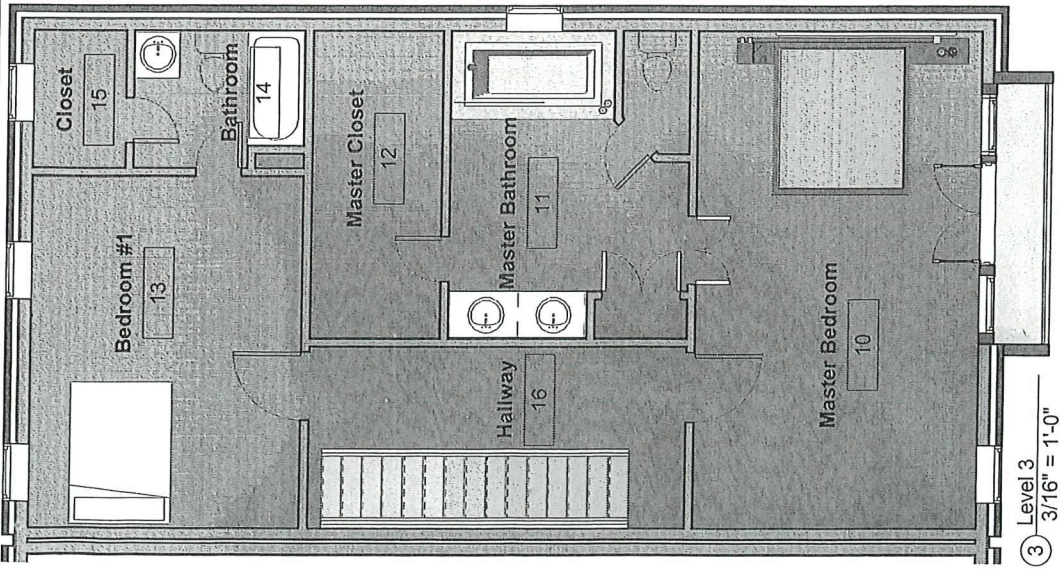
A1.1

Scale 3/16" = 1'-0"

No.	Description	Date

**CITY OF DUNCANVILLE,
TOWN HOUSES**
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

KENDO 66
DESIGN CONSULTANT
E: justkendo66@gmail.com



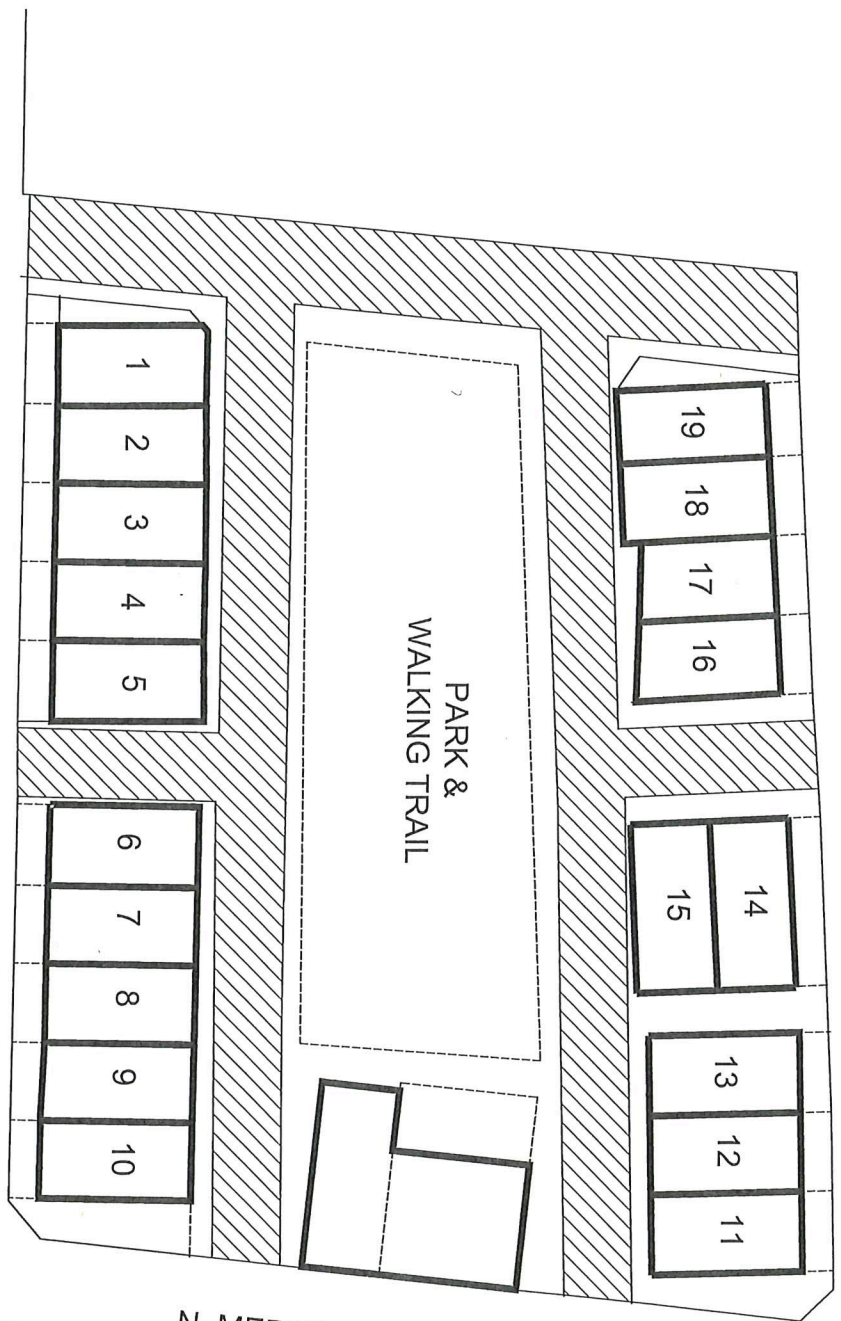
**CITY OF DUNCANVILLE,
TOWN HOUSES**
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

KENDO 66
DESIGN CONSULTANT
E: justkendo66@gmail.com

No.	Description	Date

Floor Plans	
Project number	AD2511
Date	Issue Date
Drawn by	K.O.
Checked by	K.O.
A1.0	
Scale 3/16" = 1'-0"	

E. CHERRY ST.
(50' R.O.W.)



E. CENTER ST.
(VARIABLE R.O.W.)

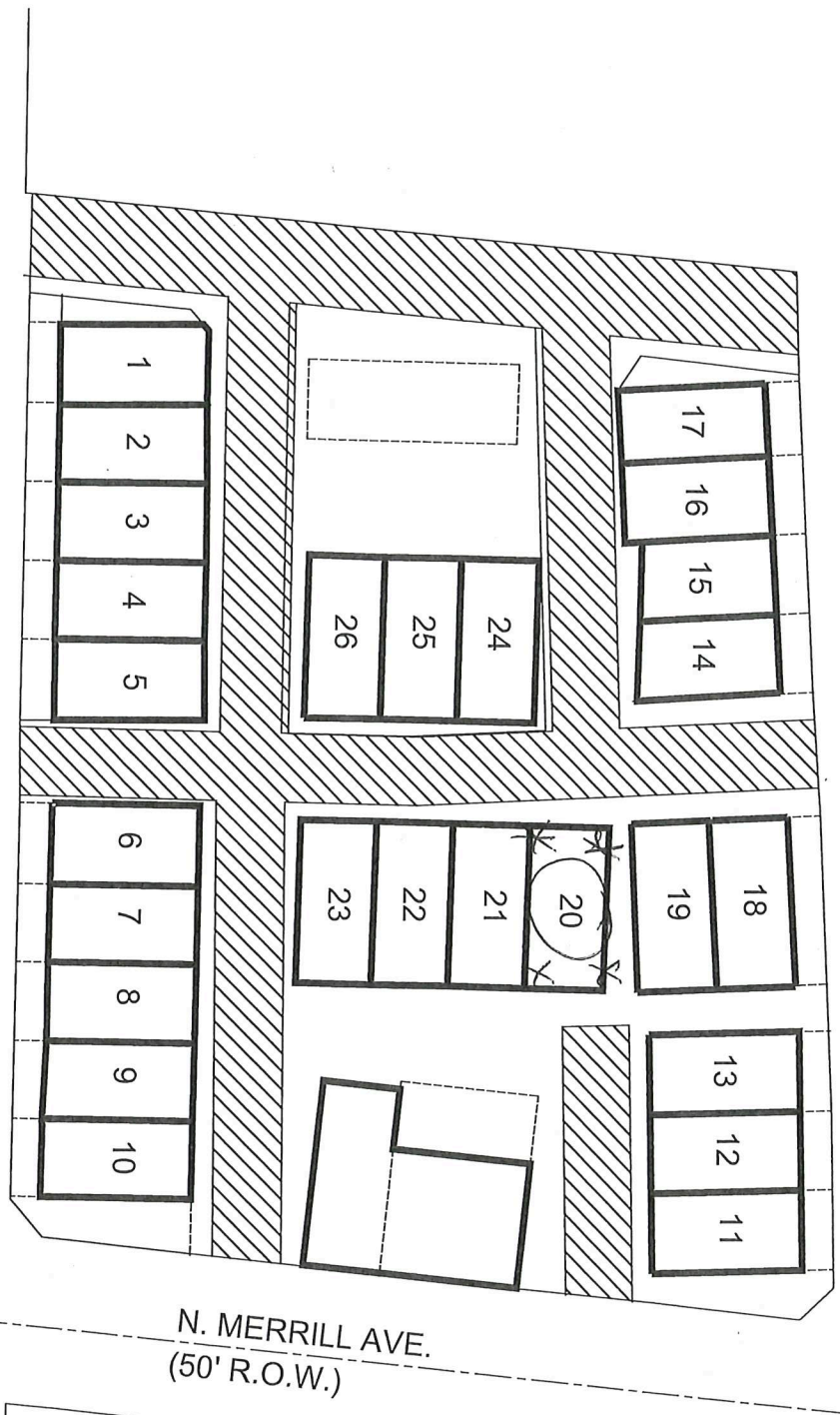
N. MERRILL AVE.
(50' R.O.W.)

PHASE 1
19 TOWN HOUSES

CITY OF DUNCANVILLE
TOWN HOUSES

KENDO 66 | DESIGN CONSULTANT | E: justkendo66@gmail.com

E. CHERRY ST.
(50' R.O.W.)



E. CENTER ST.
(VARIABLE R.O.W.)

N. MERRILL AVE.
(50' R.O.W.)

**CITY OF DUNCANVILLE
TOWN HOUSES**

**PHASE III
26 TOWN HOUSES**



SCALE IN FEET



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Duncanville Community & Economic Development Corporation

Staff Report

Date: 10/27/2025

To: Patrick Harvey, President & DCEDC Board Members

Staff Responsible: Victor M. Barrera, Economic Development Director

Agenda Item: 5(c) – Approval of PSA - Railroad Flats

Attachments: 1. Resolution Approving Purchase and Sale Agreement
2. Purchase and Sale Agreement (PSA)

Background

The Duncanville Community and Economic Development Corporation (DCEDC) owns the property commonly known as Railroad Flats, located within the Downtown Duncanville area. The site has long been identified in the Comprehensive Plan and the DCEDC Strategic Plan as a key redevelopment opportunity to stimulate reinvestment and support a vibrant, walkable downtown district.

The DCEDC has negotiated a Purchase and Sale Agreement (PSA) with Pegaso California Construction Corp (“Buyer”) for the redevelopment of the site into a new owner-occupied townhome community. The proposed project will convert an underutilized property into a productive use, create new residential density in the downtown core, and support surrounding small businesses through increased activity and spending.

The Buyer initially proposed a total of 42 owner-occupied, rear-loaded townhome units; however, following stormwater and site engineering analysis, the Buyer has adjusted the proposed development to 36 units, each approximately 1,300 square feet. This development represents a new housing product type for the Duncanville community—particularly in and around the downtown district—and is expected to serve as a catalyst for additional private reinvestment and housing diversity.



Duncanville Community & Economic Development Corporation

Project Overview

Project Element	Description
Buyer	Pegaso California Construction Corp
Seller	Duncanville Community and Economic Development Corporation
Property	Railroad Flats, within the Downtown Duncanville district
Number of Units	36 owner-occupied, rear-loaded townhomes (reduced from 42 units)
Average Unit Size	±1,300 sq. ft.
Projected Duncanville Property Tax (per unit)	\$1,873.53 annually
Zoning	Planned Development (PD) for townhome use – amendment required to accommodate new site design and product type
Purpose	Redevelopment consistent with City and DCEDC goals for downtown revitalization

Economic and Community Impact

The proposed development will generate significant economic and community benefits for the City of Duncanville. By converting an underutilized, DCEDC-owned property into an active, taxable development, the project returns valuable land to productive use and is expected to generate approximately \$67,447 annually in City property tax revenue upon full buildout (based on 36 units × \$1,873.53 per unit). Beyond its fiscal contribution, the project will strengthen downtown revitalization efforts by introducing a new residential population within walking distance of local shops, restaurants, and services—supporting small businesses and enhancing overall activity in the district.



Duncanville Community & Economic Development Corporation

This project also represents the introduction of a new owner-occupied housing product that has not been offered in Duncanville in several years, addressing a long-identified need for diverse and attainable housing options. The rear-loaded townhome design promotes a pedestrian-friendly environment, consistent with the City's downtown design goals. As one of the first new residential developments in the downtown area in recent memory, it is anticipated to catalyze additional investment and encourage the delivery of new housing types throughout the community. Collectively, the project supports the City's broader vision of a vibrant, livable, and economically sustainable downtown district.

Next Steps

Following DCEDC approval of the Purchase and Sale Agreement (PSA), the Buyer will proceed with detailed site design, civil engineering, and preparation of an amendment to the existing Planned Development (PD) zoning to accommodate the revised layout and product type. City staff will coordinate closely with the Buyer throughout the PD amendment, platting, and permitting process to ensure consistency with City standards and the goals of the downtown redevelopment framework. Upon completion of the entitlement process and satisfaction of all contractual conditions, the Economic Development Director will oversee the execution of all closing documents and coordinate the conveyance of the property in accordance with the terms of the PSA and City legal review.

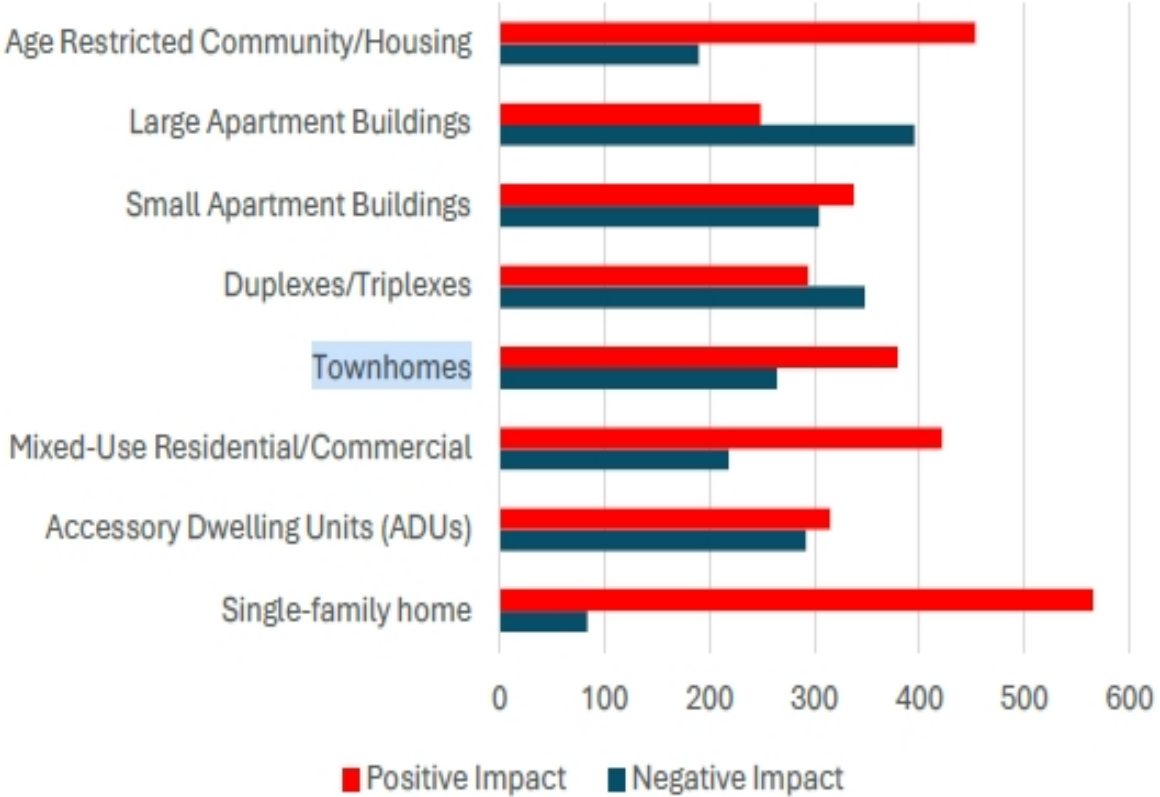
Recommendation

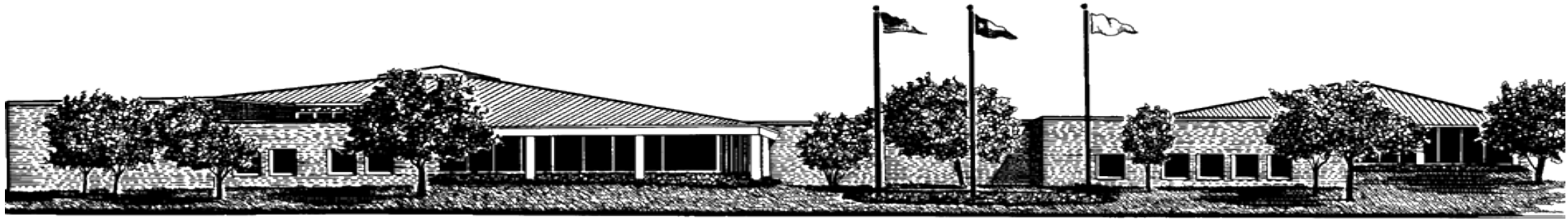
Staff recommends that the DCEDC Board of Directors approve Resolution 2025-10-38, authorizing the Board President to execute the Purchase and Sale Agreement with Pegaso California Construction Corp, and authorizing the Economic Development Director to take all actions necessary to complete the transaction.

Station: Housing & Neighborhoods Sticky Notes

Station: Housing & Neighborhoods			
We've got it & want to keep it	We've got it & want to get rid of it	We don't have it but want it	We don't have it & don't want it
Our housing stock is good	Auto shops in our neighborhoods	More neighborhood watch & community neighborhood groups	More houses
Development of more community unity	Bad multi-family large projects	More fourplexes, duplexes, townhomes	More apartments
Single-family homes x2	Bad reputation for crime	Fair code enforcement throughout the entire community	More & bigger apartment complexes x2
Good neighborhoods and houses	Run-down & crime-ridden apartments	More apartments	5 story apartment buildings
		Accessibility	
		Safe & secure connectors	
		Neighborhood trash awareness & less litter	

3. What kind of impact would each of the following types of new and infill residential development have on the community?





ITEM #3.D.

BRIEFING ON HISTORY AND CURRENT STATUS OF RAILROAD FLATS PROPERTY

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



Cherry St

245




E Cherry St

199

N Merrill Ave

299

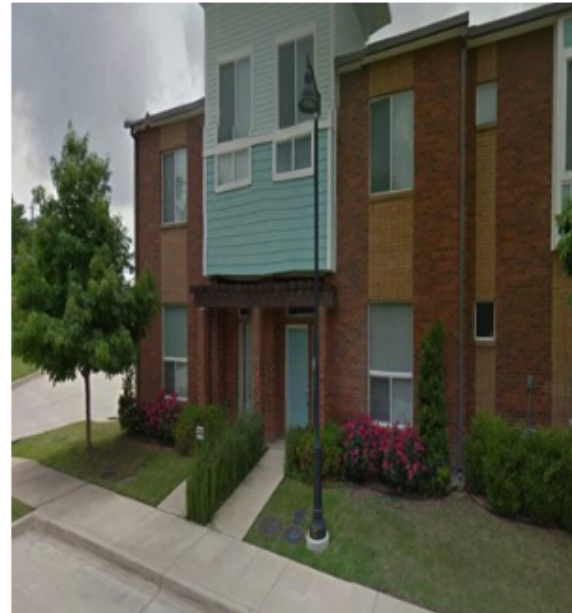
E Center St




 | Acres
 Measurement Result
 1.65 Acres

Duncanville - Center Street Townhomes

2005-2006 Call for Projects Status: Complete

The Center Street Townhomes and Mixed-Use Planned Development Project is located at the northwest corner of the intersection of E. Center Street and N. Merrill Avenue in Duncanville.



NCTCOG funded street construction, pedestrian amenities, and landscaping supporting the mixed-use development. The development is two blocks east of the BNSF Rail Line, the planned location of a future rail station, and one block east of Main Street, the original downtown business and retail area of Duncanville. The Duncanville Community Theater, Duncanville Public Library, and Armstrong Park are all accessible within a 10-minute walk from the complex. The completed project has provided increased downtown housing and improved local street walkability.

The project cost of \$705,000 was funded through public-private partnerships.

Mixed-Use Information



North Central Texas
Council of Governments

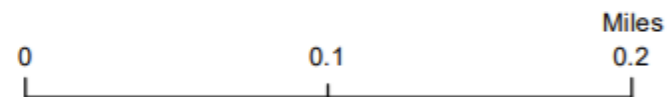
20 Years ago....

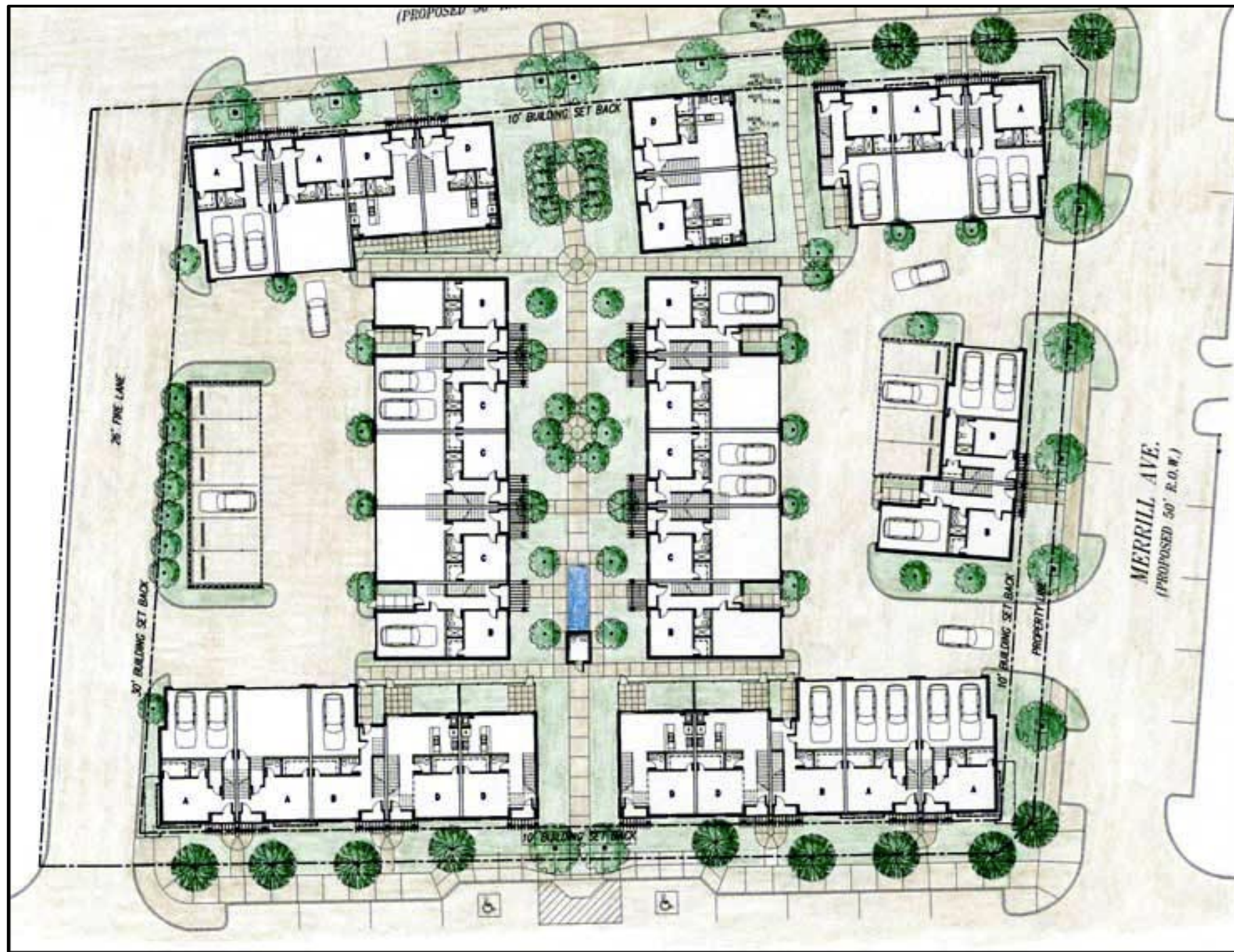


Duncanville - Center St Townhomes



- ★ Points of Interest
- NCTCOG Funded Infrastructure
- Mixed-Use Development





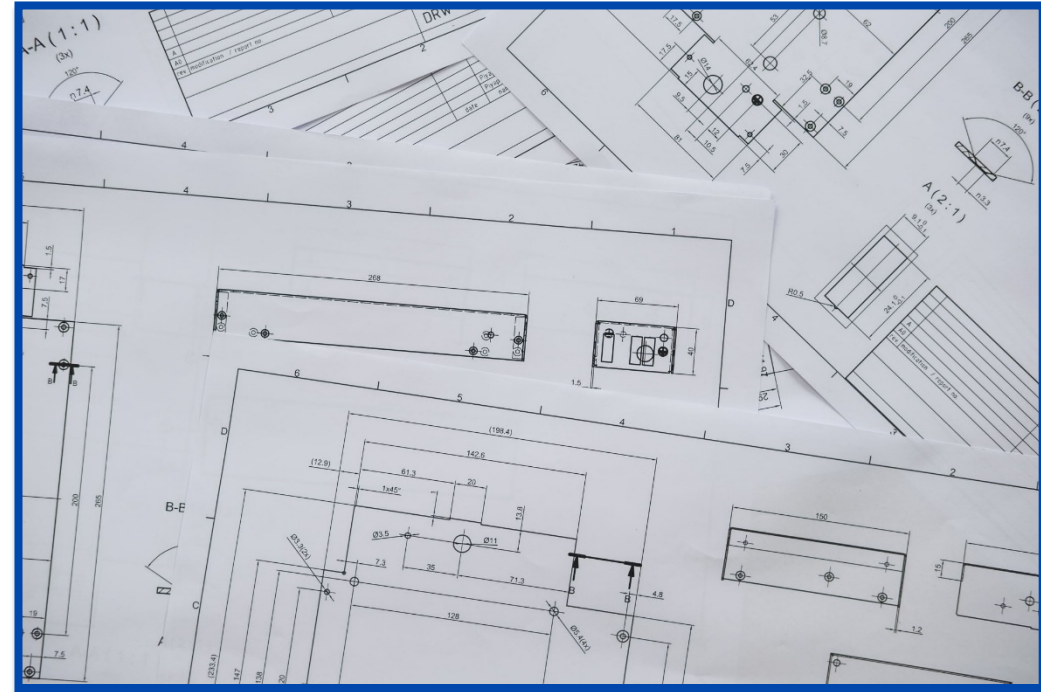
2005-2006 Plan - Center Street Townhomes





2010 - Construction Phase I

Development Interest and Proposals



May 2025 - Pegaso Construction Corp

- ❑ Original Purchase Offer: \$350,000
- ❑ Amended Purchase Offer: \$445,000

Search by: Account/Prop Addr/Owner Name

Search

1 N MERRILL RD

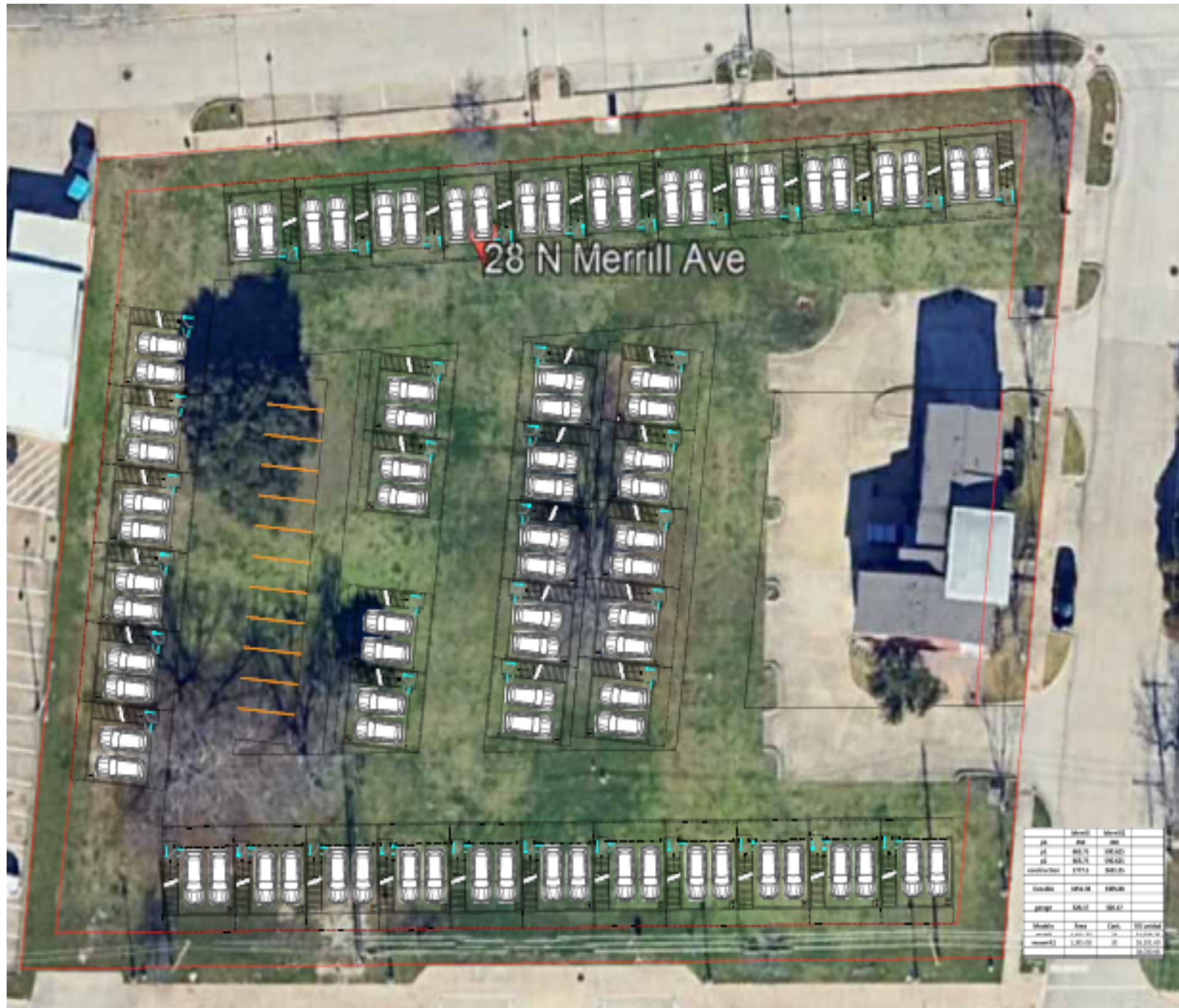
Parcel ID: 221130000A0000100
Account Number: 221130000A0000100
Neighborhood: 4US16N
Site Address: 1 N MERRILL RD
Map Grid: 72-C (DALLAS)
Account Type: Residential
Legal Description 1: MSRR FLATS
Legal Description 2: BLK A LOT .01 ACS 0.768
Doing Business As: N/A
Owner Name: MAIN STATION RAILROAD FLATS LLC
Owner Address: 111 E DAVIS ST STE 101
Owner City: DUNCANVILLE
Owner State: TX
Owner Zip: 75116
Owner Zip +4: 3615
Certified Values
Improvement Value: N/A
Land Value: \$ 100
Market Value: \$ 100
Prev. Mkt. Value: \$ 100

Property Jurisdiction

The aerial map shows a residential neighborhood with streets including N Main St, N Hastings St, N Merrill Ave, E Orange St, E Cherry St, E Center St, E Freeman St, W Center St, W Freeman St, and Santa Fe Trl. Parcel boundaries are outlined in yellow, with a specific parcel at the intersection of N Merrill Ave and E Center St outlined in green.



Pegaso Construction Corp – CONCEPT SKETCH



Project Overview



The DCEDC approved purchase and Sale Agreement on October 27, 2025



Sale Price: \$445,000



Proposed development of (36) owner-occupied townhomes



Advances downtown goals: housing options, walkability, supports local businesses



Conceptual Front Elevations



Developer Experience & Active Projects



A. For Sale

▶ Cabell

4401 Cabell Dr, Dallas, TX 75204



B. Pre-Sale

▶ Candlelight

1435 Candlelight Ave, Duncanville, TX



B. Pre-Sale

▶ Diceman Complex

1-7 Diceman Ave, Dallas, TX 75203, USA



A. For Sale

▶ Copper Knoll Estates

Bishop Rd, Copper Canyon, TX, USA



B. Pre-Sale

▶ Metropolitan

3205 Metropolitan Ave, Dallas, TX 75210



B. Pre-Sale

▶ Shea Rd 2143-2147

2143 Shea Road, Dallas, Texas, EE. UU.



July 2025 - Duncanville Flats Townhomes Proposal



Proposal Summary:

- Phased Development Plan
- Using existing parcel lots
- Total Townhome Units (25)
- For Sale Units, Market Rate Product

Building Elevations



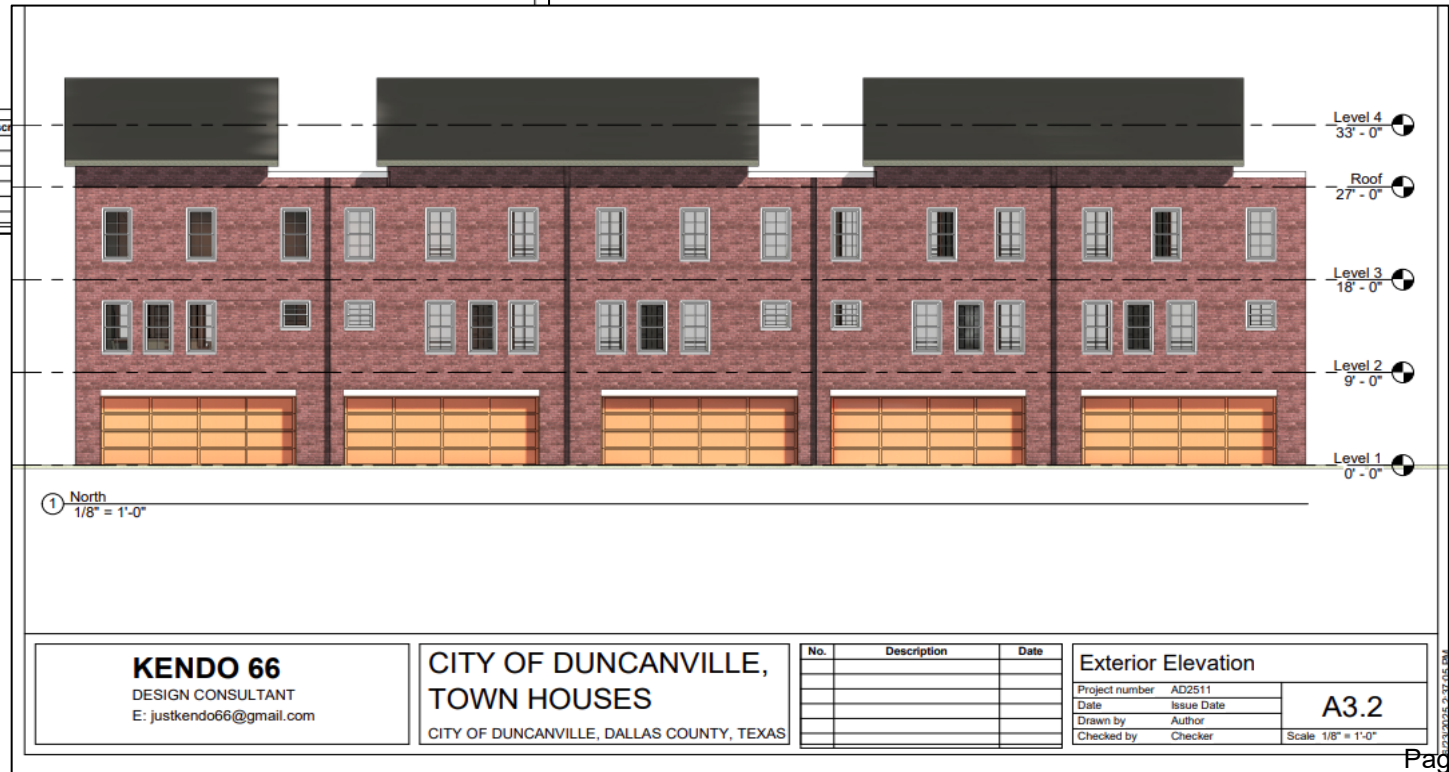
Rear Elevation

KENDO 66
DESIGN CONSULTANT
E: justkendo66@gmail.com

**CITY OF DUNCANVILLE,
TOWN HOUSES**
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

No.	Desc

Front Elevation



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E: justkendo66@gmail.com

**CITY OF DUNCANVILLE,
TOWN HOUSES**
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

No.	Description	Date

Exterior Elevation

Project number	AD2511	A3.2
Date	Issue Date	
Drawn by	Author	Scale 1/8" = 1'-0"
Checked by	Checker	

10/20/2024 3:24:42 PM

Building Elevations

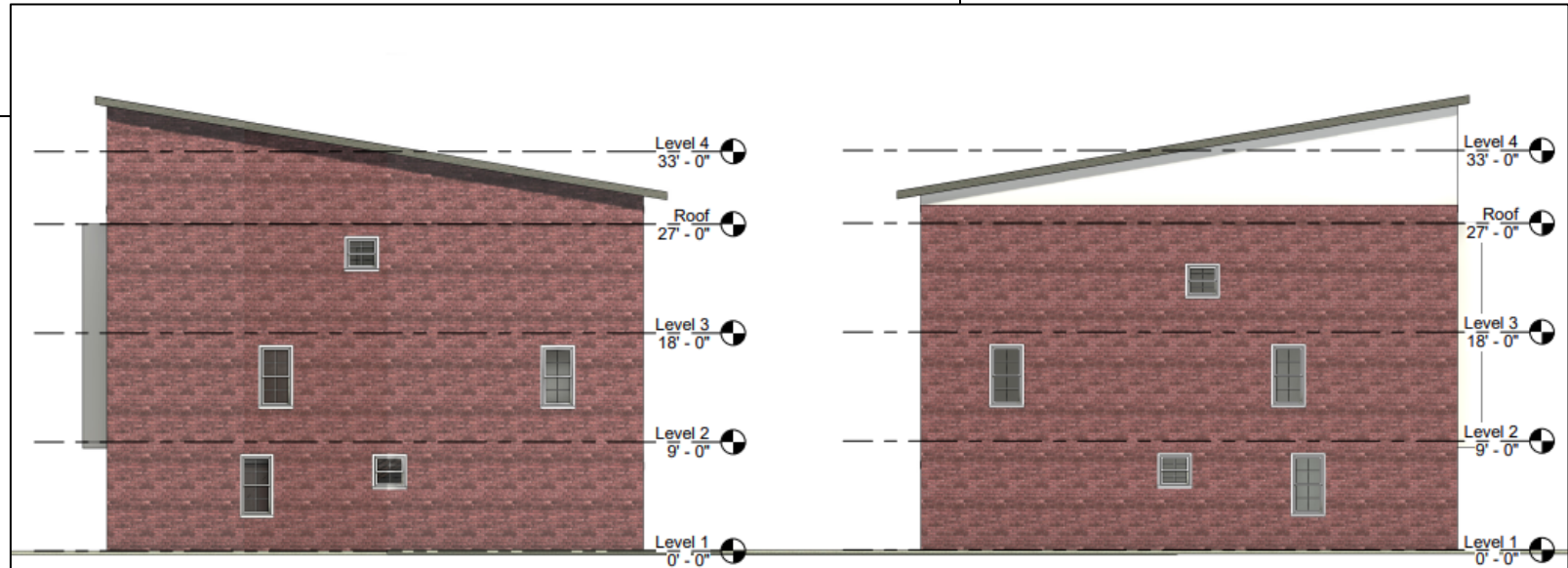


① 3D View 4



② 3D View 3

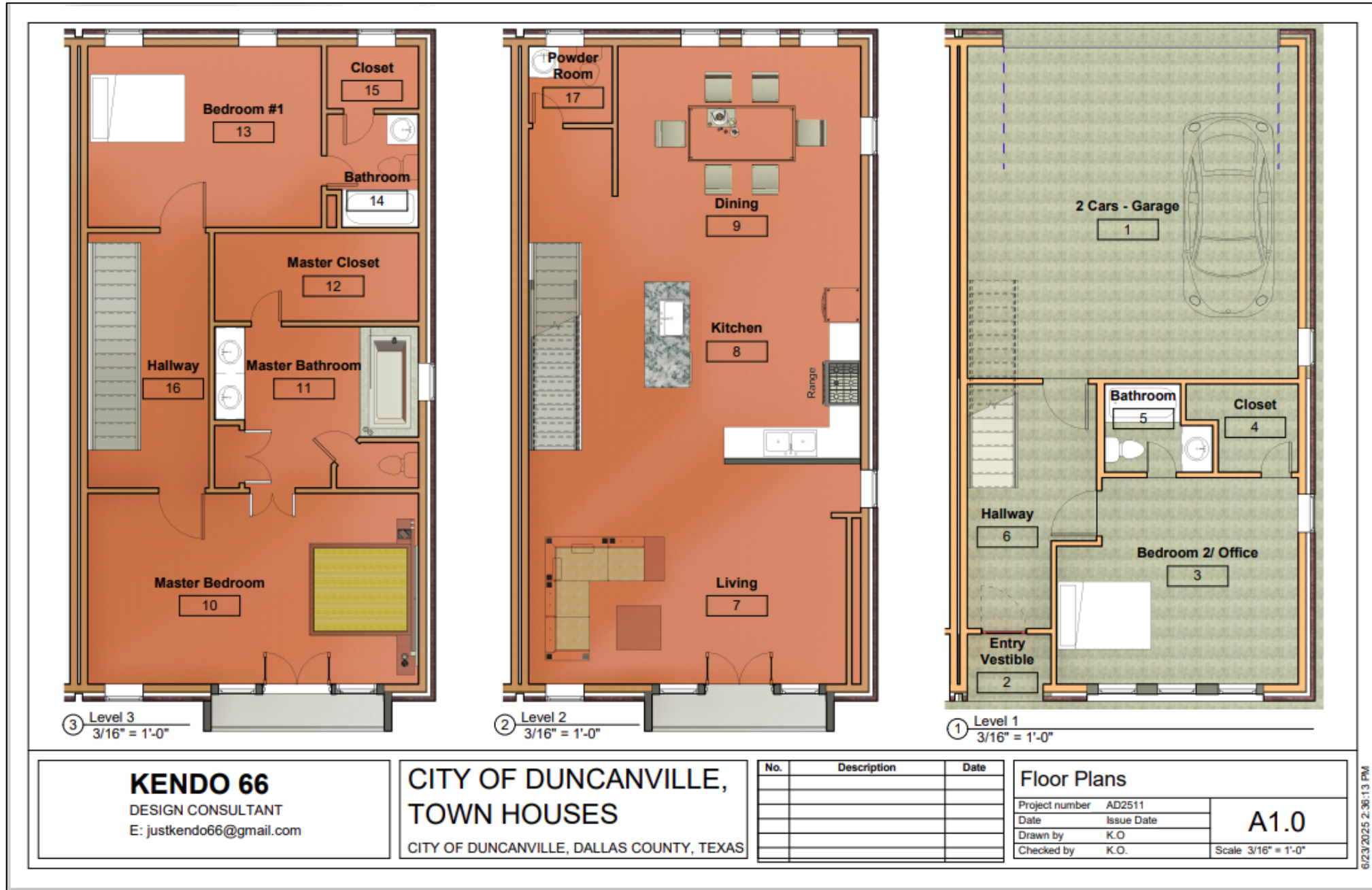
Side Elevations



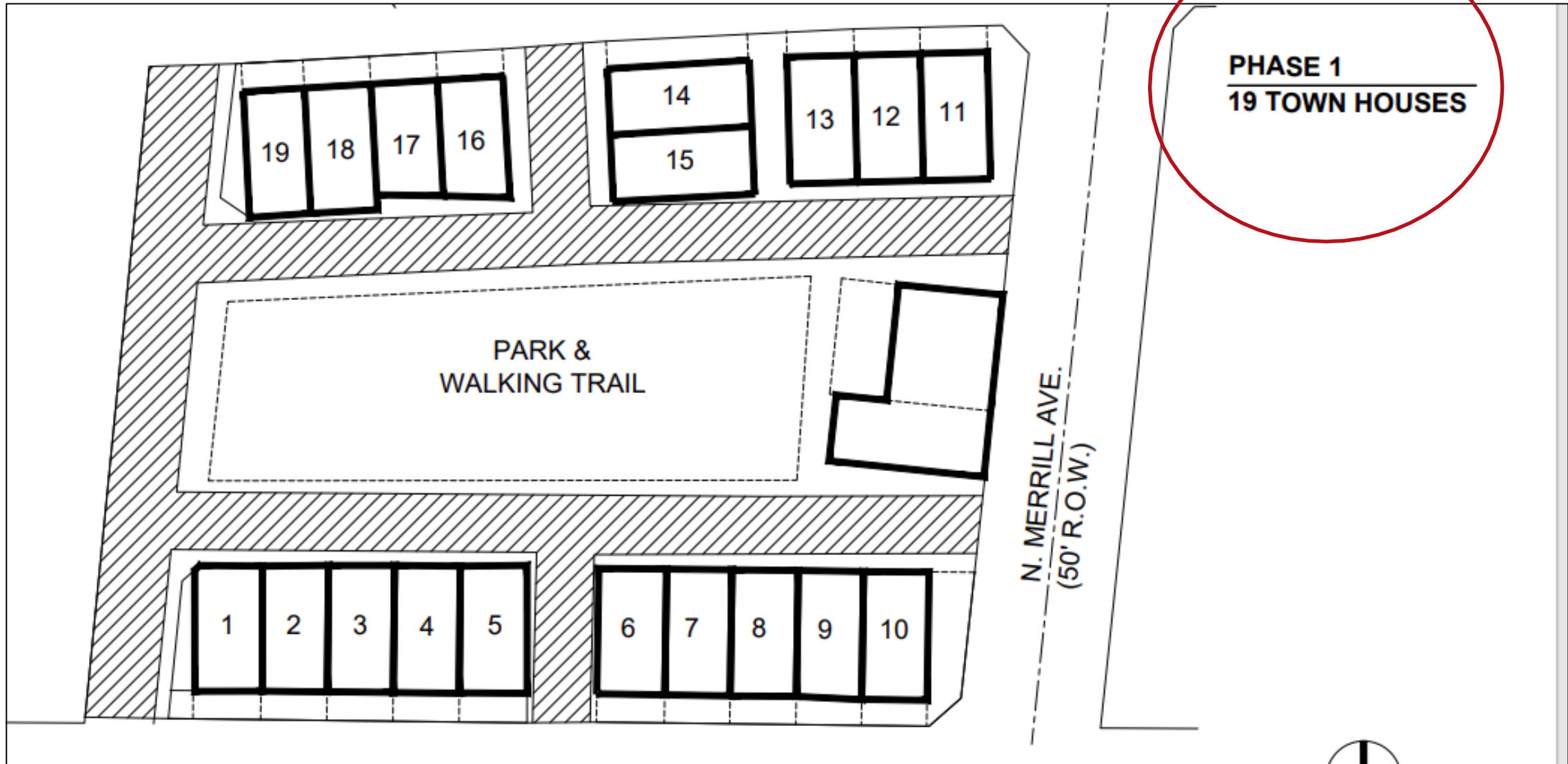
① East
1/8" = 1'-0"

② West
1/8" = 1'-0"

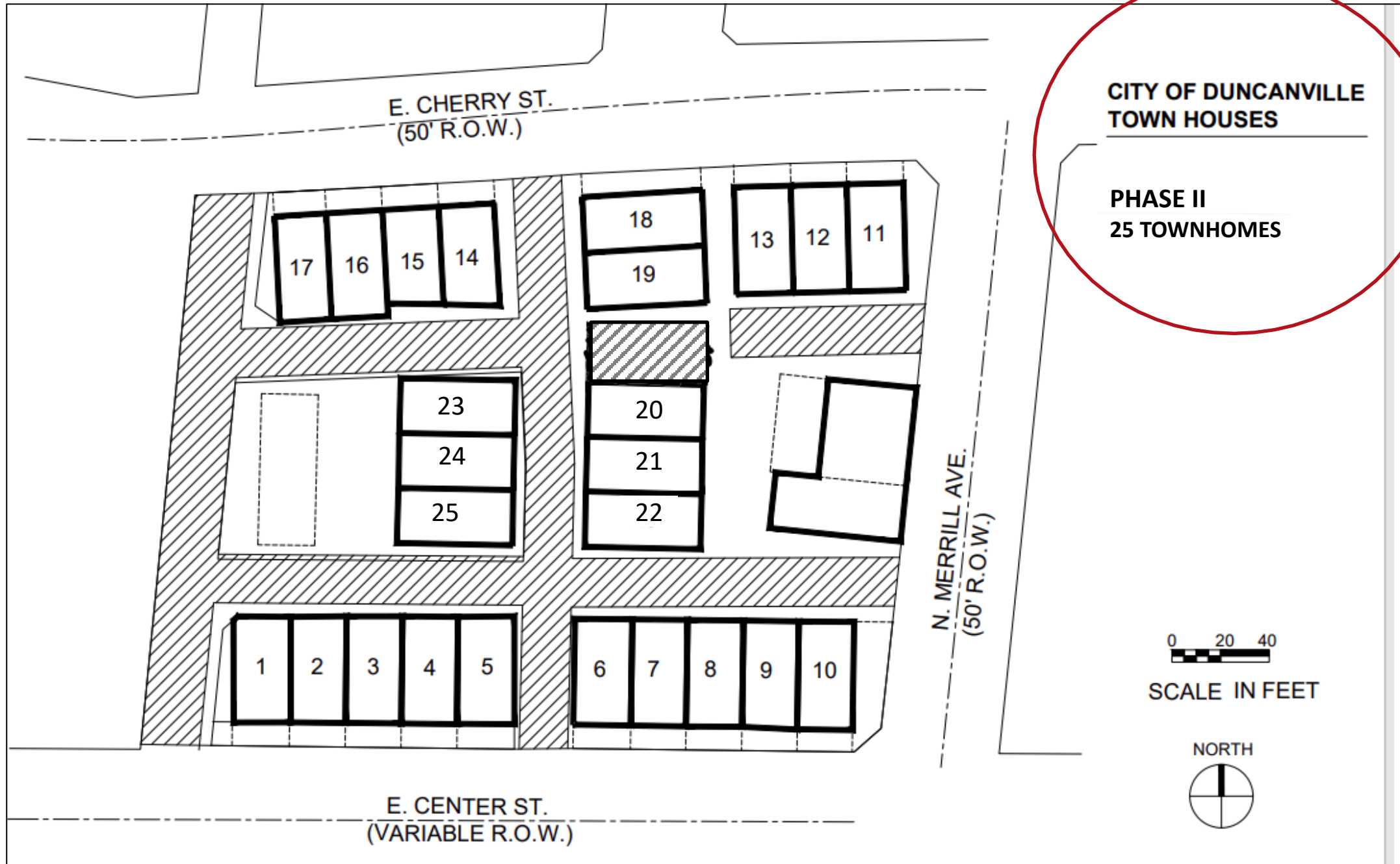
3-Story Floorplan



Proposed Site Plan - Phase I

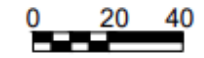


Proposed Phase II



**CITY OF DUNCANVILLE
TOWN HOUSES**

**PHASE II
25 TOWNHOMES**



SCALE IN FEET



Proposal Summary

Development Plan

- Two Phased Development
- Total Townhome Units (25)
- Fee-Simple, Market Rate Product

Development Budget Summary

Description	Quantity	Unit Price	Cost
Construction Costs (per sq ft)	44200	\$125	\$5,525,000
Soft Costs	44200	\$5	\$150,000
Contingency 5%	1	\$276,250	\$276,250
★ Land Acquisition Costs	1	\$150,000	\$150,000
Total			\$6,101,250



2024 - Duncanville Flats Mixed-Use Multifamily



Duncanville Flats Mixed Use Development

Rodney Truttling
General Manager



Duncanville Flats

Rodney Truttling
General Manager



Key Elements of Project

1. **Project Overview** of the apartment development is completed.
2. **Critical Objectives** are developed in order to complete the project successfully.
3. **Key Milestones & Deliverables** are ready for the pre-development phase and lifespan of the project.
4. **Technical Details** with precise tasks are in place.
5. **Timeline** with list of tasks for overall project are on schedule according to delivery dates and milestones.
6. **Management & Administration** procedures are ready to implement.
7. **Funding** is secured.



Thank you

www.DuncanvilleTX.gov



STAFF REPORT

MEETING: Community and Economic Development Corporation - February 23, 2026

TITLE:

Briefing on a Request for Expressions of Interest (RFEI) to solicit concept proposals from the real estate development community for a Vacant Property owned by the DCEDC and located at 200 W Center Street.

Vision Statement:

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

Pillar:

Downtown Vitality

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

The Duncanville Community & Economic Development Corporation (DCEDC) owns the property located at 200 W Center Street, Duncanville, Texas 75116 — a 1.57-acre site improved with a single-story, 7,512 square-foot vacant building situated at the heart of Duncanville's downtown civic center. The property is zoned Downtown District and carries a Comprehensive Plan designation of Downtown Mixed-Use / Town Center, reflecting the City's long-standing vision for this corridor as a vibrant urban environment anchored by civic and commercial uses.

Recognizing the strategic importance of this site to the City's downtown revitalization objectives, DCEDC will publish a Request for Expressions of Interest (RFEI) on **March 2, 2026**. The RFEI is designed to gauge market interest and identify qualified real estate development teams with demonstrated experience in mixed-use, pedestrian-oriented projects capable of transforming the site in alignment with the City's Comprehensive Plan and Downtown District Overlay standards.

The RFEI solicited development concepts encompassing a range of approaches, including adaptive reuse of the existing structure, full demolition and redevelopment, or a combination thereof. Respondents were invited to propose a variety of complementary

land uses such as neighborhood-serving retail, restaurants, professional office, market-rate or mixed-income residential, boutique hospitality, and community gathering spaces. DCEDC and the City also indicated openness to multiple disposition structures, including outright sale, ground lease, public-private partnership, or continued land banking pending future strategic use.

Respondents will be required to submit a cover letter and executive summary, development team qualifications, portfolio and track record, a preliminary development concept and vision, market analysis and financial proforma, a development timeline, and a community engagement approach. The submission deadline established by the RFEI is **April 17, 2026**. Submissions will be evaluated by a selection committee comprised of DCEDC Board members, City staff, and appointed advisors using the following weighted criteria: Development Vision & Alignment with Project Goals.

Upon selection of a preferred developer, DCEDC may choose to enter into an Exclusive Negotiating Agreement (ENA) to advance the development concept toward a Memorandum of Understanding or Development Agreement, subject to final approval by the DCEDC Board of Directors and Duncanville City Council.

POLICY EXPLANATION:

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:

Final RFEI, RFEI Presentation

REQUEST FOR EXPRESSIONS OF INTEREST

**200 W Center Street
Duncanville, Texas 75116**

Submission Deadline: April 17, 2026



Issued by:
Duncanville Community & Economic Development Corporation
In Partnership with the City of Duncanville

A. OVERVIEW

Through this Request for Expressions of Interest (RFEI), the Duncanville Community & Economic Development Corporation (DCEDC), in partnership with the City of Duncanville, seeks engagement from qualified real estate development firms for the redevelopment of 200 W Center Street, a strategic property located in Duncanville's Downtown District.

The property is subject to the Downtown District Zoning Overlay, which encourages mixed-use development, pedestrian-oriented design, and creates a vibrant urban environment that serves as the city's civic and commercial center. Redevelopment proposals should outline and illustrate a preferred redevelopment approach including:

1. Adaptive reuse of the existing vacant structure
2. Demolition and redevelopment of the entire site
3. A combination or variation of the two approaches above

Property Address: 200 W Center Street, Duncanville, TX 75116

To advance the city's economic development goals and downtown revitalization objectives, DCEDC and the City are **considering the following options for this site:**

- The sale or ground lease of the property for private development
- Municipal investment to improve community access and activation of the site
- Public-private partnership combining both approaches
- Continue to landbank the property for future strategic use

The focus of this RFEI is to identify qualified development teams with demonstrated experience in creating destination mixed-use projects that can design and develop this strategic downtown site in alignment with the city's comprehensive plan and downtown district vision.

The ideal development will:

- Create a sense of place and serve as a catalyst for downtown revitalization
- Incorporate mixed-use elements compatible with the Downtown District Overlay
- Enhance pedestrian connectivity and urban walkability to and from the site
- Complement recent investments in this corridor
- Demonstrate financial viability and sustainable development practices

The DCEDC Board of Directors and Duncanville City Council are the final authorities on all land transactions and development agreements.

Respondents are expected to:

- Include a development team with a proven track record of delivering creative mixed-use developments
- Outline preliminary development concepts, program, and vision
- Provide sources and uses budget with project proforma
- Present a realistic development timeline and phasing strategy

Based on review of responses, one or more respondent(s) may be selected to enter into exclusive negotiations with DCEDC and the City, subject to Board and City Council approval.

B. PROPERTY INFORMATION

Property Address:

200 W Center Street, Duncanville, TX 75116

Owner:

Duncanville Community & Economic Development Corporation (DCEDC)

Building Improvement:

1-story building. 7,512 square feet

Site Size:

1.57 Acre Lot

Current Zoning:

Downtown District

Comprehensive Plan Designation:

Downtown Mixed-Use / Town Center

Property Highlights:

- Prime downtown location at the heart of Duncanville's civic center
- Subject to Downtown District Zoning Overlay promoting mixed-use development
- High visibility and access from Center Street
- Walking distance to City Hall, Library, and other civic amenities
- Proximity to established residential neighborhoods
- Access to Best Southwest regional employment and retail centers
- Excellent highway access via US-67 and I-20

Utilities:

Full utility services available include water, sewer, electric, and gas. Respondents **should verify utility location, capacity and service requirements** for proposed development programs.

Due Diligence Materials:

The following materials will be made available to qualified respondents:

- Meets & bounds survey and legal description
- Phase I ESA
- Zoning documentation and Downtown District overlay standards

C. PROJECT GOALS & VISION

1. Catalyze Downtown Revitalization

The development of 200 W Center Street represents a unique opportunity to create a transformative project that serves as a catalyst for broader downtown revitalization. The preferred development will establish a sense of place, attract complementary investment, and create a destination that serves both residents and visitors.

2. Mixed-Use Excellence & Urban Design

Development concepts should demonstrate excellence in mixed-use design and alignment with the Downtown District development standards. Preferred projects will:

- Incorporate pedestrian-oriented design with prominent building entries, transparent facades, and active street frontages
- Create inviting public spaces including plazas, courtyards, outdoor dining areas, or pocket parks
- Provide seamless pedestrian connections to adjacent properties and downtown amenities
- Incorporate structured or screened parking that doesn't dominate the streetscape
- Utilize high-quality materials and architectural design that enhances downtown character
- Include appropriate transitions to adjacent residential neighborhoods

3. Complementary Land Uses

Proposed land uses should complement downtown's role as a civic and commercial center. Potential uses may include, but are not limited to:

- Neighborhood-serving retail, restaurants, and cafes
- Professional office space
- Market-rate or mixed-income residential (multifamily, townhomes, live-work units)
- Boutique hotel or extended-stay lodging
- Community gathering spaces, event venues, or cultural facilities
- Public plazas, greenspace, or activated outdoor areas

4. Economic Impact & Fiscal Sustainability

Development proposals should demonstrate financial viability and positive economic impact:

- Provide detailed market analysis supporting proposed uses
- Include comprehensive development budget and financial proforma
- Demonstrate project feasibility and sustainable returns
- Outline proposed deal structure including land acquisition terms
- If a financing gap exists, clearly identify and justify requested public participation
- Project positive fiscal impact through property taxes, sales taxes, and employment

5. Community Benefit & Placemaking

Projects that create lasting community benefit and contribute to downtown's identity as a gathering place will be prioritized. This may include public art, community programming, local business participation, workforce development commitments, or other features that enhance quality of life for Duncanville residents.

D. SUBMISSION REQUIREMENTS

DCEDC and the City invite expressions of interest that comprehensively address the requirements outlined below. Responses should be submitted in the format specified by the deadline indicated on the cover page.

Submission Deadline:

March 31, 2026

Submit Responses To:

Shamondra Lane
Executive Assistant, Economic Development
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116
Email: eco@duncanvilletx.gov
Phone: 972-780-5000

All responses submitted become property of DCEDC and the City upon submission. All responses are public records and may be reviewed by any member of the public pursuant to Texas Public Information Act requirements.

REQUIRED SUBMISSION COMPONENTS

1. Cover Letter & Executive Summary

Provide a summary letter (maximum 2 pages) that introduces your firm or development team, states your interest in this opportunity, and provides a high-level overview of your proposed development approach.

2. Development Team Qualifications

Include the following information:

- Description of company structure and ownership
- Key staff likely to be assigned to this project with resumes
- Designated contact person including name, title, phone, and email
- Statement of whether responding as individual firm or development team
- Identification of anticipated design, construction, and financing partners
- Interest in serving as master developer or participating as specialty developer

3. Portfolio & Track Record

Provide portfolio demonstrating experience with projects of similar scope, scale, and complexity. For each comparable project include:

- Project name, location, and completion date
- Development program (uses, square footage, unit count)
- Total project cost
- Role in the project (developer, equity partner, etc.)
- Client/ownership entity references
- Photos, renderings, or project materials

4. Development Concept & Vision

Describe your preliminary development concept including:

- Proposed land uses and development program
- Site planning approach and design principles
- How the project aligns with stated goals and downtown vision
- Pedestrian connectivity and public space strategy
- Parking approach
- Phasing strategy (if applicable)
- Conceptual renderings, sketches, or precedent images (if available)

5. Market Analysis & Financial Information

Provide comprehensive financial documentation including:

- Market analysis supporting proposed uses and program
- Preliminary development budget detailing all hard and soft costs
- Sources and uses of funds including equity, debt, and other financing
- Development proforma with assumptions clearly stated
- Proposed land acquisition terms (purchase price or lease structure)
- Proposed public participation (if applicable) with clear justification
- Financial statements demonstrating development capacity (most recent fiscal year)

6. Development Timeline

Provide realistic timeline including milestones for: due diligence and site analysis, design development and approvals, financing commitment, construction start, construction completion, and project stabilization/lease-up.

7. Community Engagement Approach

Outline your approach to engaging community stakeholders, local businesses, and residents throughout the pre-development and development process.

SUBMISSION FORMAT

- Submit one (1) electronic PDF copy via email to eco@duncanvilletx.gov
- Submit five (3) bound hard copies to the address listed above
- Financial data may be submitted separately in Excel format
- Clearly label all submission materials with firm name and project name
- Page limits: None specified, but concise and focused responses are preferred

E. EVALUATION CRITERIA

Responses will be evaluated based on the following weighted criteria. DCEDC and the City reserve the right to select one, multiple, or no respondents, and to modify the evaluation process as determined to be in the best interest of the public.

Weight	Evaluation Factor
35%	<p>Development Vision & Alignment with Project Goals</p> <p>Compelling vision that aligns with downtown revitalization objectives and demonstrates understanding of Duncanville's market context. Quality of proposed land uses, urban design, pedestrian orientation, public space creation, and overall contribution to downtown placemaking.</p>
30%	<p>Team Qualifications & Experience</p> <p>Proven track record delivering mixed-use projects of similar scale and complexity. Demonstrated capacity to execute projects on time and on budget. Quality of development portfolio. Strength of development team including design, construction, and financing partners. Experience with public-private partnerships.</p>
25%	<p>Financial Feasibility & Capacity</p> <p>Demonstrated financial capacity to complete project. Quality and thoroughness of market analysis. Realistic development budget and proforma. Reasonable land acquisition terms. If public participation is proposed, clear justification of need and return on investment. Projected economic and fiscal impact. Realistic development timeline.</p>
10%	<p>Community Benefit & Engagement</p> <p>Proposed approach to community engagement. Identification of community benefits beyond core development program. Commitment to quality construction and long-term stewardship. Consideration of local business participation and workforce development.</p>
100%	TOTAL

F. SELECTION PROCESS & SCHEDULE

TENTATIVE SCHEDULE

The following schedule is tentative and subject to change as circumstances dictate or as determined to be in the best interest of DCEDC and the City:

RFEI Published: **March 2, 2026**

Questions Due: **March 23, 2026**

Responses to Questions Posted: **March 30, 2026** (*Economic Development Website*)

Submission Deadline: **April 17, 2026**

Evaluation Period: As proposals are received

Building Tours & Site Inspections: By Appointment Only

SELECTION PROCESS

Upon receiving responses to this RFEI, DCEDC and the City may, in their sole discretion, proceed in any of the following directions:

- A selection committee comprised of DCEDC Board members, City staff, and appointed advisors may be convened to evaluate responses based on the stated criteria and make recommendations to the DCEDC Board and City Council.
- The committee may select a shortlist of teams for a second-round process including interviews, presentations, formal Request for Proposals (RFP), or other selection methods.
- The committee may recommend selection of a single team without a second-round process and proceed directly to negotiations.
- The committee may recommend rejection of any or all proposals.

POST-SELECTION PROCESS

Upon selection of a preferred developer or team, DCEDC and the City intend to enter into an Exclusive Negotiating Agreement (ENA) providing for a defined period during which the parties will negotiate terms for development. During this period, the selected developer will work with DCEDC and City staff to refine the development concept, finalize program elements, establish deal structure, and advance pre-development activities.

During the pre-development phase, the parties will negotiate a Memorandum of Understanding (MOU) or Development Agreement setting forth the financial, programmatic, and other terms of the project. This will form the basis for subsequent binding agreements governing property disposition, development obligations, and other matters.

Any ENA or MOU will include provisions reserving DCEDC and the City's right to terminate negotiations if, in their sole discretion, negotiations are not progressing satisfactorily or in a timely manner. Should this occur, DCEDC and the City may engage another respondent or discontinue pursuit of the project.

Final development agreements, purchase and sale agreements, or lease agreements are subject to approval by the DCEDC Board of Directors and Duncanville City Council.

G. RESERVATION OF RIGHTS

DCEDC and the City expressly reserve the right to:

- Cancel or withdraw this RFEI at any time prior to or after the submission deadline
- Modify or issue clarifications to this RFEI prior to the submission deadline
- Reject any submission deemed incomplete or unresponsive to the requirements
- Consider submissions that are in non-compliance with stated requirements
- Reject all submissions received in response to this RFEI
- Modify deadlines for submissions or other milestone dates
- Reissue this RFEI, issue a modified RFEI, or issue a new RFEI, RFQ, or RFP whether or not any submissions have been received
- Request clarifications, additional information, or best and final offers from any or all respondents
- Conduct site visits, interviews, or request presentations from any or all respondents
- Negotiate with one or more respondents simultaneously or sequentially
- Make any decisions in the best interest of DCEDC, the City, and the public

Notice of Modification

DCEDC and the City may post notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this RFEI on the City's official website at www.duncanvilletx.gov. Respondents have the obligation to check the website for any such notices and information. DCEDC and the City have no duty or obligation to provide direct notices to respondents.

Ownership and Use of Submissions

All submissions become the property of DCEDC and the City upon receipt. DCEDC and the City may use all ideas in any submission, whether selected or rejected. All submissions are public records subject to the Texas Public Information Act.

Non-Binding Nature

Selection of a respondent indicates intent by DCEDC and the City to continue with the selection process and negotiate terms. However, selection does not constitute a commitment by DCEDC or the City to execute any final agreement or contract with the developer. No binding obligations arise until execution of definitive agreements approved by the DCEDC Board and City Council.

Limitation of Liability

By participating in this RFEI process, respondents agree to hold DCEDC, the City, and their respective officers, directors, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this solicitation. Neither DCEDC nor the City shall have any liability for costs incurred by respondents in preparing and submitting responses or participating in any subsequent selection activities.

Questions & Communications

All questions regarding this RFEI must be submitted in writing via email to eco@duncanvilletx.gov by the deadline specified in the schedule. Responses to all questions will be posted on the City's website and provided to all parties known to have received this RFEI. Direct communications with DCEDC Board members or City Council members regarding this RFEI are prohibited and may result in disqualification.

H. CONTACT INFORMATION

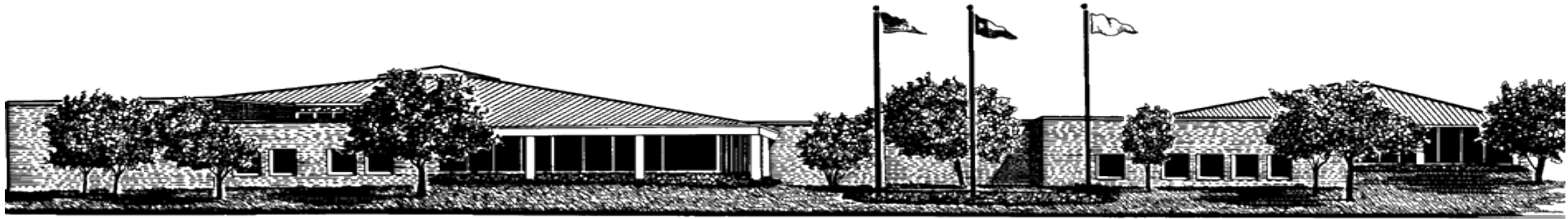
For questions, clarifications, or additional information regarding this RFEI, please contact:

Shamondra Lane

Executive Assistant, Economic Development
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116
Email: eco@duncanvilletx.gov
Phone: 972-780-5011

Additional Resources:

- **City of Duncanville Website:** www.duncanvilletx.gov
- **Downtown District Zoning:** https://cdnsm5-hosted2.civiclive.com/UserFiles/Servers/Server_61032/File/Business/Business%20Services%20&%20Assistance/Development%20Services/Planning%20&%20Zoning/Section%204.11.%20DD,%20Downtown%20Duncanville%20District%20Requirements.pdf
- **Duncanville 2040 Comprehensive Plan Update:** <https://www.duncanvilletx.gov/common/pages/GetFile.ashx?key=yaYEADJZ>
- **RFEI Amendments & Updates:** *Check City website for latest information*



ITEM #3E

REQUEST FOR EXPRESSIONS OF INTEREST

200 W. CENTER STREET

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

200 W CENTER ST

Parcel ID: 22000500060020000
Account Number: 22000500060020000
Neighborhood: N/A
Site Address: 200 W CENTER ST
Map Grid: 72-B (DALLAS)
Account Type: Commercial
Legal Description 1: ORIG TOWN DUNCANVILLE
Legal Description 2: BLK 6 & PT BLK 7 ACS 1.572
Doing Business As: N/A
Owner Name: DAVID CLAYTON & SONS
Owner Address: PO BOX 130548
Owner City: HOUSTON
Owner State: TX
Owner Zip: 77219
Owner Zip +4: 0548
Certified Values: -----
Improvement Value: \$ 347,100
Land Value: \$ 273,900

Market Value: \$ 621,000
Prev. Mkt. Value: \$ 621,000
Revaluation Year: 2024

Property

Jurisdiction



PROPERTY OVERVIEW

Address

200 W Center Street, Duncanville, TX 75116

Site Size

1.57 acres (68,303 SF)

Building

7,512 SF – one story

Zoning

Downtown Duncanville
General Main Street

Owner

DCEDC

STRATEGIC LOCATION

Heart of downtown civic center

High visibility on Center Street

Walking distance to City Hall & Library

Proximity to regional employment centers

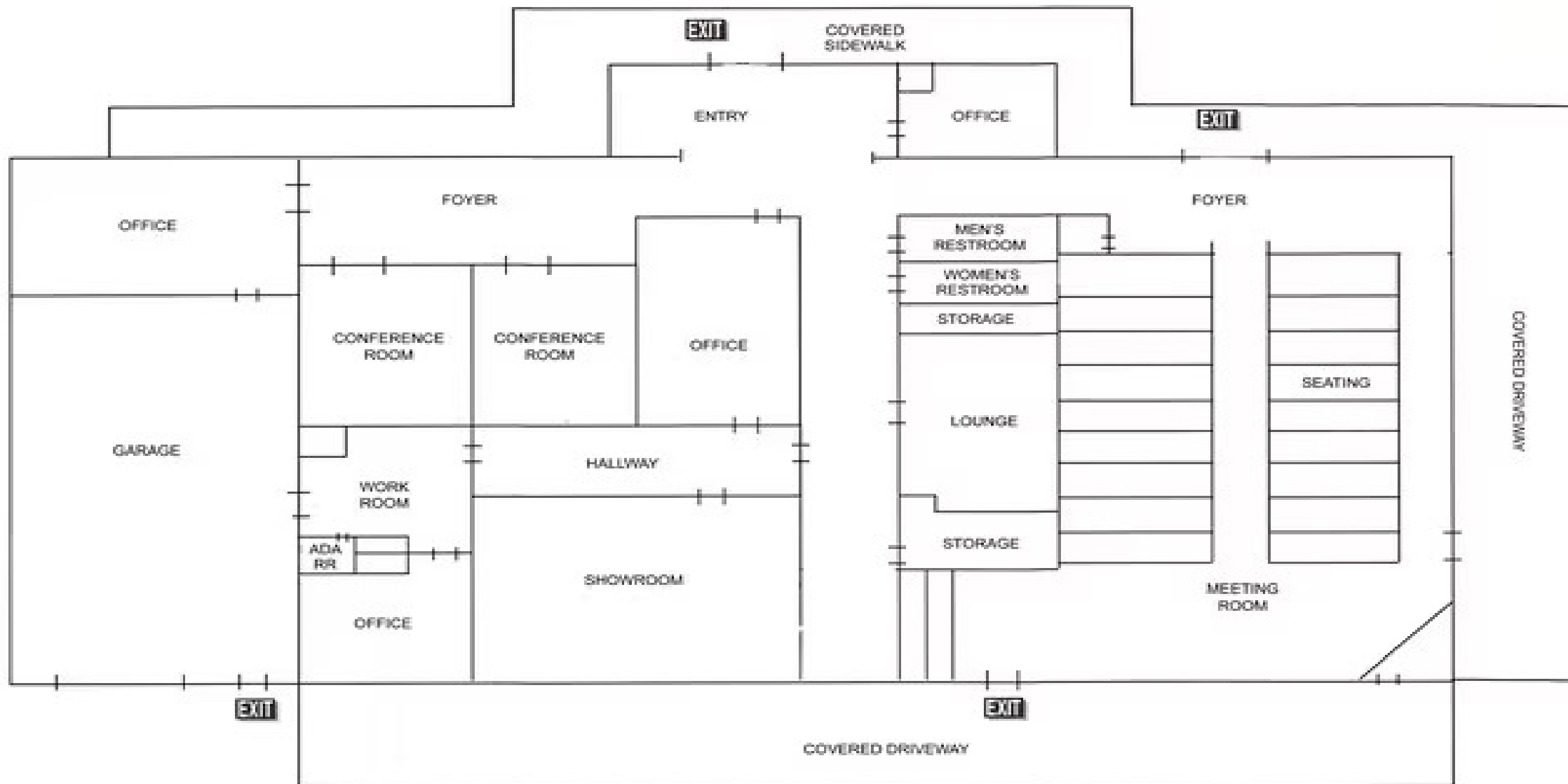
Excellent highway access via US-67 & I-20





City of Duncannville





DEVELOPMENT VISION & GOALS

CATALYZE DOWNTOWN

Create sense of place

Attract complementary investment

Destination for residents & visitors

LAND-USE & DESIGN

COMPREHENSIVE PLAN & DOWNTOWN ALIGNMENT

PEDESTRIAN CONNECTIVITY

BUILDING MATERIALS & LANDSCAPING

ECONOMIC IMPACT

Private Capital Investment

Property & sales tax generation

Full-Time Job Creation



REDEVELOPMENT CONSIDERATIONS

DCEDC and the City are considering the following approaches:

- 1 Adaptive Reuse**
Renovation of existing 7,512 SF structure
- 2 Complete Redevelopment**
Demolition and new construction on entire site
- 3 Hybrid Approach**
Combination or variation of both strategies

LONG TERM DISPOSITION OPTIONS

For Sale or Ground Lease • Municipal Facilities Planning • Public-private partnership • Strategic landbanking



SUBMISSION REQUIREMENTS

1. Development Team Qualifications

Company structure, key staff, portfolio of comparable projects

2. Development Concept & Vision

Preliminary program, site planning, design principles, pedestrian connectivity

3. Market Analysis & Financial Information

Market analysis, development budget, sources/uses, proforma with assumptions

4. Development Timeline

Realistic timeline with milestones from due diligence to stabilization

5. Community Engagement Approach

Strategy for engaging stakeholders, local businesses, and residents



TENTATIVE SCHEDULE

March 2, 2026	RFEI Published
March 23, 2026	Questions Due
March 30, 2026	Responses to Questions Posted
April 17, 2026	Submission Deadline
TBD	Evaluation & Selection Process
TBD	Exclusive Negotiating Agreement





Thank you

www.DuncanvilleTX.gov