



Duncanville Community and Economic Development Corporation Regular Meeting Agenda

City Hall/Council Chambers & Briefing Room
203 E. Wheatland Road
Duncanville, TX 75166
(972) 780-5000

Monday, July 27, 2026 at 6:00pm

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 three (3) business days prior to the posted meeting time.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

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. July 27, 2026

Email: eco@duncanvilletx.gov

Email title: Public Comment – 07/27/2026

First and Last Name; and address.

2. APPROVAL OF DCEDC MEETING MINUTES

- A. Consider Approval of the minutes from the June 22, 2026 Regular Meeting

3. DCEDC MONTHLY CALENDAR

- A. August 2026 Calendar

4. BOARD MEMBER REPORTS

5. DIRECTORS' REPORT

- A. Directors Report

6. CONSENT AGENDA

7. PUBLIC HEARING

- A. Conduct a public hearing to consider a Community Partner Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and the Better Block Foundation for the design, installation and programming of the "Duncanville Better Block" demonstration project at South Main Street and East Wheatland Road in an amount not to exceed \$236,820; authorizing the DCEDC Board President to execute the agreement; providing for severability; and providing an effective date.

8. ACTION ITEMS

- A. Discuss and Consider approval of a Community Partner Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and the Better Block Foundation for the design, installation and programming of the "Duncanville Better Block" demonstration project at South Main Street and East Wheatland Road in an amount not to exceed \$236,820; authorizing the DCEDC Board President to execute the agreement; providing for severability; and providing an effective date.

9. BRIEFINGS AND PRESENTATIONS - NO ACTION WILL TAKE PLACE ON THESE ITEMS

- A. Briefing and Board Discussion Regarding Revisions to the Duncanville Community and Economic Development Corporation Policy Statement and Guidelines for Economic Development Grants and Tax Incentives.

10. OTHER BUSINESS

11. EXECUTIVE SESSION

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

A.

The DCEDC Board of Directors shall convene into Executive Session pursuant to Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), and 551.087 (Deliberation Regarding Economic Development Negotiations) to:

(a) seek legal advice from the DCEDC Attorney; and

(b) discuss, consider, and deliberate the purchase, exchange, or lease of real property located east of Clark Road, north of Danieldale Road, west of Cockrell Hill Road, and south of West Redbird Lane, including any economic development incentives related thereto.

12. RECONVENE INTO OPEN SESSION

13. 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, July 21, 2026, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Marlon Goff
Economic Development Director

Duncanville Community & Economic Development Corporation
Meeting Date: 06/22/2026
Meeting Commencement: City of Duncanville – City Hall Chambers

Attendance

Member Name	Present	Absent
<i>Tammi Abney</i>	✓	
<i>Derwin Broughton</i>	✓	
<i>Patrick Harvey</i>	✓	
<i>Donella Payne</i>	✓	
<i>Tonya Savage</i>		✓
<i>Carolyn Thompson</i>	✓	
<i>Mike Hoffmeyer</i>	✓	

Staff Name	Staff Title
Marlon Goff	Director, Economic Development
Marcela Perez	Coordinator, Economic Development
Shamondra Lane	Executive Assistant, Economic Development
Devon Handley	Special Events Coordinator
Mark Rauscher	Assistant City Manager for Community
Robert Hager	City Attorney

Call to Order: called to order by President Harvey at 6:03 pm.

Invocation: given by President Harvey.

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

1. CITIZEN'S PUBLIC FORUM – opened at 6:06 pm

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

Submit a comment by 4:00 p.m. on Monday, 06/22/2026

Email: Eco@duncanvilletx.gov

Email Title: Public Comment – 06/22/2026

First and Last Name and Address

No public comment emailed.

Patricia Ebert – 115 S. Greenstone, 75137

Closed at 6:09 pm

2. APPROVAL OF MEETING MINUTES FOR THE FOLLOWING MEETINGS:

- A. Consider approval of the meeting minutes from the May 19, 2026 Regular DCEDC Meeting.

Motion to approve the minutes from the May 19th Regular DCEDC Meeting, first by Derwin Broughton, seconded by Tammi Abney.

Action: passed 6 – 0 – 0 (Yea – Nay – Abstain)

3. BOARD MEMBER REPORTS –

- A. Tammi Abney & President Harvey welcomes Mike Hoffmeyer to the board as a new member.

4. DIRECTORS' REPORT - Presented by Marlon Goff.

- A. Bi-Annual Report

5. CONSENT AGENDA –

- A. No consent agenda items

6. BRIEFINGS AND PRESENTATIONS

- A. BloomFest Music & Arts Festival Recap – Presented by Devon Handley
- B. Red, White, & Goals: 4th of July Celebration in Duncanville – Presented by Devon Handley
- C. Briefing on Duncanville Better Block Traffic Calming Initiative – Presented by Shahad Mohammed, Assistant Director Public Works and Krista Nightengale, Executive Director, Better Block
- D. Briefing and Board Discussion Regarding a Proposal for the Redevelopment of the Former Ben Franklin Apothecary Building Located at 302 N. Main Street, Duncanville, Texas, as "The Jespersen" — A Proposed Boutique Hotel and Wellness Spa (Project Oasis) – Director Marlon Goff asked the item be tabled due to project manager not available.

Motion to table item 6D, briefing and Board discussion regarding a proposal for the redevelopment of the former Ben Franklin Apothecary Building Located at 302 N. Main Street, Duncanville, Texas, as "The Jespersen" — A Proposed Boutique Hotel and

Wellness Spa (Project Oasis) until 07/27/2026, first by Donella Payne, seconded by Carolyn Thompson.

Action: passed 6 – 0 – 0 (Yea – Nay – Abstain) - Item tabled for briefing and presentation on 07/27/2026

- E. Briefing and Discussion Regarding a Proposed First Amendment to the Economic Development Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and Hajoca Corporation dba Moore Supply Co. (639 E. Hwy 67, Duncanville, Texas) – Presented by Marcela Perez
 - a. General Manager, Corey Bugay 5 Brookway Ct, Mansfield TX

General Manager was available to comment and answer questions that the Board Members might have.

7. PUBLIC HEARINGS –

- A. Conduct a Public Hearing to Discuss and Consider a Repeal of a Signage Grant Awarded to Take Out Burgers located at 795 W Wheatland Road for an amount of \$3,800. – Presented by Marcela Perez
 - 1. Opened at 7:35 pm
 - 2. Closed at 7:36 pm
- B. Conduct a Public Hearing to consider adoption of the Proposed Fiscal Year 2026-2027 DCEDC Budget – Presented by Marlon Goff and Assistant Chief Robert Byrd, Duncanville Police Department
 - 1. Opened at 8:05 pm

Public Comment – Patricia Ebert 115 S. Greenstone, 75137

- 2. Closed at 8:07 pm

8. ACTION ITEMS

- A. Consider a Repeal of a Signage Grant Awarded to Take Out Burgers located at 795 W Wheatland Road for an amount of \$3,800.

Motion to consider a repeal of a Signage Grant Awarded to Take Out Burgers located at 795 W Wheatland Road for an amount of \$3,800, first by Derwin Broughton, seconded by Tammi Abney.

Action: passed 6 – 0 – 0 (Yea – Nay – Abstain)

B. Discuss and consider approval of the Proposed Fiscal Year 2026-2027 DCEDC Budget.

Suggestion from Vice President Broughton for a planning or a joint meeting with Council to develop a strategy on how the fund balance is utilized in the future.

ACM Raucher made comments to answer questions the Board Members had regarding the fund balance.

Assistant Chief Byrd made comments to answer questions the Board Members had regarding

Motion to discuss and consider approval of the Proposed Fiscal Year 2026-2027 DCEDC Budget, first by Donella Payne, seconded by Carolyn Thompson.

Action: passed 6 – 0 – 0 (Yea – Nay – Abstain)

OTHER BUSINESS

A. Discuss and consider approval for City Staff to submit a nomination packet to the Texas Economic Development and Tourism Office designating eligible census tracts within the City of Duncanville for consideration under the Federal Opportunity Zone 2.0 program. – Presented by Marlon Goff

Motion to discuss and consider approval for City Staff to submit a nomination packet to the Texas Economic Development and Tourism Office designating eligible census tracts 16516, 16518, 16536, within the City of Duncanville for consideration under the Federal Opportunity Zone 2.0 program, first by Tammi Abney, seconded by Carolyn Thompson.

Action: passed 6 – 0 – 0 (Yea – Nay – Abstain)

EXECUTIVE SESSION: no session

RECONVENE INTO OPEN SESSION: No Action

NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION: No Action

ADJOURNMENT – 8:56 PM by President Harvey

DCEDC MONTHLY CALENDAR – AUG 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4 City Council Meeting – 6 PM Briefing Room & Council Chambers	5	6 Zoning Board of Adjustment 7:00PM Briefing Room	7 TGIF Legislative Breakfast Series	8
9 Parks & Recreation Advisory Board 6:30PM – D. L. Hopkins Jr. Senior Center	10 Planning and Zoning Commission 6:00PM Council Chambers	11	12 Boards & Commission EXPO 6:30PM D.L. Hopkins Jr. Senior Center	13	14 TGIF Legislative Breakfast Series City of Duncanville Day!	15 Duncan Switch Street Market 9:00 AM
16	17	18 City Council Meeting 6 PM Briefing Room & Council Chambers	19	20	21 TGIF Legislative Breakfast Series	22
23	24 DCEDC Meeting 6:00 PM	25	26	27	28 TGIF Legislative Breakfast Series	29
30	31					



STAFF REPORT

MEETING: Community and Economic Development Corporation - July 27, 2026

TITLE:

Directors Report

Vision Statement:

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

Pillar:

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

This report provides a status update on the Jespersen Hotel & Spa (Project Oasis) proposal, as well as active pipeline projects and proposals across the City. The report also includes a summary of active incentive and grant agreements, and summarizes FY2026 sales tax collections against the budget and regional peers. It is intended to give the Board a current context of activities and status updates. Supplemental information to be presented at the Board Meeting.

Project Update: Jespersen Hotel & Spa (Project Oasis) — 302 N. Main Street

Create Atelier (principals Josh Allen and Alex Mendez) has proposed the Jespersen Hotel & Spa at 302 N. Main Street and has requested a \$1.5 million DCEDC grant.

The Community Engagement Advisory Board organized a community forum to

introduce the parties and concept to the community.

Based on staff's review of the information submitted to date, the applicant has not yet provided sufficient documentation to support HOT Tax or DCEDC incentive participation at this time — specifically, the applicant has not provided a financing plan, letter of credit or capital stack. We've also requested a market study to validate the pro forma revenue estimates.

At staff's direction, Catalyst Commercial — the DCEDC's real estate advisor, has provided an independent assessment of the proposal and engaged the project representatives on our behalf as needed. The project concept has merit and the development team is credible, but the request is not yet far enough along to validate City or EDC participation. Catalyst's review corroborates staff's assessment and adds an outside, arms-length perspective for the Board's consideration.

Consistent with staff's ongoing direction and recent meetings, a due-diligence checklist has been provided to the applicant to support our ongoing analysis of the proposal. This checklist is attached as a supporting deliverable.

Pipeline Projects & Proposals

The following active projects and proposals are in various stages of staff and advisor engagement:

Railroad Flats (Pegaso) — Main Station

- Staff is managing the Railroad Flats purchase contract with Pegaso California Construction Corp.; closing is anticipated in October 2026.
- Staff coordinated a buyout analysis of the DCEDC's 32% limited partnership stake in Main Station Railroad Flats LP; a negotiated buyout of approximately \$695,000 has been identified.

730 E. IH-20 (Toyota Site) — KKMD Investments

- Staff is managing the sale of the former Toyota site to KKMD Investments for development of a Residence Inn by Marriott.

100 E. Wheatland Road — Cenzo's Pizza & Deli (Business Attraction

- Note: this property is not part of Wheatland Plaza. It is a City of Duncanville-owned parcel improved with the former tax office structure, situated on a subdivided portion of a 2-acre tract.
- Cenzo's Holdings (Cenzo's Pizza & Deli) has executed a non-binding letter of intent with the landowner (City of Duncanville) to allow negotiations with DCEDC and the City toward redeveloping the former tax office structure into a second Cenzo's restaurant location.
- Simon Engineering & Consulting has been selected by the City's Public Works Department to complete the utilities survey and design work required to plat the

currently unplatted parcel, which is a prerequisite to conveyance and redevelopment.

727 S. Cockrell Hill Road — HTeaO

- Staff is in active land negotiations and site selection discussions with a new HTeaO franchisee for this site .
- Staff has developed site submission packets for multiple prospective brands at this site including In-N-Out Burger, Andy's Frozen Custard, Layne's Chicken Fingers, GoTo Foods/Jamba, Qdoba, JINYA Ramen Bar, Shipley Do-Nuts, and others,

200 W. Center Street (Former Funeral Home)

- Staff has received one unsolicited purchase offer for the property.
- Staff is separately evaluating one adaptive reuse and local business expansion proposal for the site.

Active Incentive & Grant Agreements — Reporting Period ending May 31, 2026

The following reflects the DCEDC's official grants tracking workbook as of May 31, 2026, and supersedes prior incentive-list reporting to the Board.

Development & Incentive Grants

Applicant	Award	Paid to Date	Remaining Obligation	Status
Kim and Jenny's Café	\$135,000	\$27,000	\$108,000	Active — phased installments through Dec. 2029
Redbird Skateland Inc. (Parking)	\$6,872	\$6,872	\$0	Complete
Hajoca (Moore Supply Co.)	\$434,405	\$202,203	\$232,203	Phase 3 (\$15,000) pending; First Amendment pending Board approval
Corinth Properties (Bojangles)	\$150,000	\$0	\$150,000	5-yr annual sales tax rebate upon CO issuance; first payment est. FY2027
Pegaso California	\$70,000	\$0	\$70,000	Reimbursement begins

Construction Corp.				upon development completion.
JCTF Real Estate (Fadez Barber Academy)	\$200,000	\$200,000	\$0	Complete
Bluedot (Shop Local Cash Back Rewards)	\$29,740	\$29,740	\$0	Board-authorized BR&E activity; complete for FY2026
Take Out Burgers (Sign Grant) — Repealed	\$3,800	—	—	June 22, 2026

Sales Tax Collections & Regional Comparison

Through the April 2026 collection month (the most recent month reported), the City's combined 2-cent sales and use tax collections are essentially flat versus the same period last fiscal year. Collections are running approximately (1.1%) behind the FY2026 budget pace, against a full-year FY2026 budget of \$13,689,485.

Month (Collected)	FY2026	FY2025	YTD % Chg. vs. PY
October	\$1,078,266	\$1,029,692	+4.72%
November	\$1,022,103	\$986,726	+4.16%
December	\$1,371,999	\$1,401,871	+1.58%
January	\$913,440	\$998,063	-0.69%
February	\$986,403	\$931,052	+0.46%
March	\$1,378,702	\$1,388,114	+0.23%
April	\$1,147,460	\$1,138,020	+0.32%

Note: the % change column above is cumulative year-to-date (fiscal year basis, Oct.–Sept.), consistent with the City's internal budget tracking.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

Catalyst Memo to DCEDC



MEMORANDUM

To: Marlon Goff
From: Jason Claunch, Catalyst
Re: 302 Main
Date: Tuesday, July 21, 2026

Dear Mr. Goff:

As you know, I have been evaluating the background information provided regarding the proposed project at 302 Main Street. After initial review, we believe the applicant would need to provide additional back up before consideration by the EDC and/or the City for any incentives or entitlements.

While we do believe the project has merit, we have not received any backup that explains the need for incentives, how the project will be financed, and any proof that this project could be viable. While I do believe the team pursuing this project is credible, I do not believe that this project is far enough along to validate City or EDC participation.

We will continue to work with the applicant to evaluate this project and support the requests as this matures.

Best,
Jason Claunch
jason@catalystcommercial.net
972-999-0081x101



MEMORANDUM

To: Marlon Goff

From: Jason Claunch, Catalyst

Re: 302 Main

Date: Tuesday, July 21, 2026

Dear Mr. Goff:

As you know, I have been evaluating the background information provided regarding the proposed project at 302 Main Street. After initial review, here is a checklist that would be helpful before underwriting any incentives or additional entitlements for the project:

Deal & Financial Feasibility

- Executed purchase and sale contract
- Development proforma, including projected NOI, IRR, stabilized cash-on-cash return, w/ sources and uses
- Debt term sheet or lender commitment letter (rate, LTV/LTC, DSCR covenants)
- Proof of funds (i.e. balance sheet, bank statements, and/or equity commitment letters for the buyer's equity contribution)
- The financial implications of how the incentives are required
- A third-party market study or feasibility study
- Appraisal of value on the subject building

Project Scope & Plans

- Concept plans & renderings
- Construction budget and hard/soft cost breakdown
- Project schedule/timeline

Team & Track Record

- Resumes/bios of the parties involved in ownership and operations
- Portfolio of comparable projects completed by the team
- Organizational chart showing ownership structure/entity (ref. operating agreement)
- References

Business & Operational

- Business plan
- Pro forma job creation numbers and average wages
- Estimated tax valuation post-development

Legal/Compliance

- Entity formation documents (Certificate of Formation, Certificate of Good Standing from TX SOS)
- Disclosure of any litigation, liens, bankruptcies, or defaults in the past 3–5 years
- Environmental Phase I
- Title commitment

Incentive-Specific

- Requested incentive terms with a specific ask and repayment/claw back structure proposal
- Draft performance agreement terms

Best,

Jason Claunch

jason@catalystcommercial.net

972-999-0081x101



STAFF REPORT

MEETING: Community and Economic Development Corporation - July 27, 2026

TITLE:

Conduct a public hearing to consider a Community Partner Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and the Better Block Foundation for the design, installation and programming of the "Duncanville Better Block" demonstration project at South Main Street and East Wheatland Road in an amount not to exceed \$236,820; authorizing the DCEDC Board President to execute the agreement; providing for severability; and providing an effective date.

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 & Infrastructure Improvements

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The City of Duncanville continues to explore opportunities to enhance public safety, support economic development, and advance the goals identified in the Comprehensive Plan and Downtown Revitalization efforts. As part of these initiatives, staff has identified an opportunity to partner with **Better Block**, a nationally recognized nonprofit organization that specializes in temporary demonstration projects designed to test traffic-calming, placemaking, walkability, and economic development concepts before permanent investments are made.

The proposed project area is located near the intersection of South Main Street and East Wheatland Road, serving as a gateway connection to Downtown Duncanville and an area currently under consideration for future redevelopment and economic activation. The initiative would evaluate the use of temporary roadway modifications, public space enhancements, and community-focused placemaking strategies to improve safety, reduce vehicle speeds, encourage pedestrian activity, and create a more vibrant destination for residents and visitors.

The project would also serve as a proof of concept for implementing traffic-calming and road diet strategies on corridors throughout Duncanville that experience speeding concerns while balancing mobility and accessibility needs. Through a collaborative effort between the Public Works and Economic Development Departments, the pilot would provide valuable data and community feedback to help inform future infrastructure and economic development investments.

Funding for the Better Block project will assigned to the FY 2026-2027 DCEDC Budget for Community Development Infrastructure Projects.

If approved, staff intends to also present the concept to the Duncanville City Council with a formal implementation plan, project budget, and partnership agreement.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number 12051000-708501 (Community Development Infrastructure)

FY 2026-2027 DCEDC Budget

Available Budget	Purchase Amount	After Encumbrance
\$300,000	\$236,820	\$63,180

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Better Block DCEDC Community Partner Agreement

COMMUNITY PARTNER AGREEMENT

The Better Block Foundation, a Texas nonprofit corporation (the “Better Block”) is pleased that Duncanville Community and Economic Development Corporation (the “Community Partner”) has agreed to collaborate with the Better Block in the construction of a project at East Wheatland Road and South Main Street to open on November 14, 2026 (the “Project”). This Community Partner Agreement (this “Agreement”) is made and entered into as of the _____ (the “Effective Date”) by and between the Better Block and the Community Partner.

1. Obligations of the Community Partner. The Community Partner shall work with the Better Block as well as community residents to design, plan, build, and program the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by the Better Block:

- (a) Project Site.

- (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide the Better Block with proof of land owner agreement showing approval for the Project.
- (ii) Permits. Prior to installation, the Community Partner and Better Block shall obtain or cause to be obtained all necessary permits and licenses regarding the installation/construction, possession, and uses relating to the Project in compliance with applicable laws and regulations.
- (iii) Preparation. The Community Partner shall work with Better Block to ensure that the Project site is safe for volunteers.
- (iv) Site Preparation DCEDC shall be responsible for ensuring that the project site is suitable for installation of the temporary improvements. Better Block may identify conditions requiring correction.
- (v) Safety and Security. The Community Partner, working with Better Block, shall ensure the security of equipment, tools, supplies and well-being of Project participants from the beginning of the preparation activities until the conclusion of the Project, including any postponement.
- (vi) Maintenance. Maintenance of the facility and supervision of its use after the installation date will not be the full responsibility of the Better Block. The Community Partner will work with the Better Block during the Project planning process to develop a maintenance program for the leave-behinds.

- (b) Promotion; Intellectual Property. The Community Partner shall seek prior approval from Better Block for any materials that reference Better Block's name, trademarks, service marks, logos, and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to them, the "Marks"). The Community Partner acknowledges and agrees that Better Block is the sole owner of all right, title, and interest in and to its respective Marks.

The Community Partner is permitted to create, distribute, and use materials related to the Project, provided the Community Partner works with Better Block on the development of

project materials. The Community Partner shall collaborate with Better Block to secure media coverage for the Project.

(i) DCEDC shall have the right to review and approve all marketing material before they are considered final.

(c) Costs. The Community Partner is solely responsible for and shall hold the Better Block harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by the Better Block.

(d) Indemnification. Both Parties hereby covenant and contract to waive any and all claims, release, defend, and indemnify and hold harmless the other Party and its respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorney's and accountant's fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project, or resulting from the use of any property and equipment, including those for personal injury, death, or property damage, committed by the indemnifying party except to the extent resulting from the gross negligence or willful misconduct of an indemnified party. This provision shall survive any termination or expiration of this Agreement.

2. Obligations of the Better Block.

(a) Project. The Better Block will be responsible for completing the designs relating to the Project.

(b) Build. The Better Block shall provide technical and organizational leadership and guidance for the Project and shall:

(i) Coordinate volunteer participation, facilitate design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner.

(ii) Manage construction logistics for the Project, coordinate site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available for the Project.

(iii) Lead the Project activities.

(iv) Make available certain educational and promotional materials related to the Project.

3. Compensation and Fees. The fees for the Project are outlined in The Attachment.

4. Project Postponement. Any decision to postpone the Project will be made by majority agreement of the representatives of the Better Block and the Community Partner, except where such decision must be made by the Better Block on the construction site and representatives of the Community Partner are not available for consultation. In the event that the Project is postponed, the Better Block and the Community Partner shall develop a plan for rescheduling

the Project at the next earliest date possible for each party. Notwithstanding the foregoing, in the event that the date of the Project is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to the Better Block for all such additional expenses related to the rescheduled Project.

5. Termination. In the event that the Community Partner fails to make the payments required under Section 3 or otherwise breaches this Agreement, the Better Block may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, pandemic, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case the Better Block shall refund to the Community Partner any amounts paid to the Better Block, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due the Better Block by the Community Partner exceeds the sum paid to the Better Block hereunder, the Community Partner shall pay the Better Block for any such additional sum due upon presentation of appropriate documentation within fifteen (15) days of invoice. If this Agreement terminates prior to the completion of the project, the Community Partner will have fifteen (15) days after termination to pick up any materials purchased by the Better Block and paid for by the Community Partner. If the Community Partner does not pick up the materials within said fifteen days the Community Partner will have waived its claim to them and released them to the Better Block.
6. Independent Contractor. It is understood and agreed by and between the Parties that the Better Block, in satisfying the conditions of this Agreement, is acting independently, and that the Community Partner assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Better Block pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Community Partner. Better Block shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.
7. General Provisions. The Community Partner represents to the Better Block that all information provided by it to the Better Block is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of

said court. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

8. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
9. Client Criteria for Engaging Better Block.
 - (a) Must trust and allow the community to participate in the process.
 1. This means helping identify community leaders, and letting them take the lead when appropriate.
 - (b) Must be willing to innovate OR allow us to innovate.
 - (i) Given the creativity, the nimbleness, and the speed of the Better Block team, clients must allow that creative space and tension to thrive.
 - (c) Must commit to the process.
 - (i) We will guide you through the Better Block process, leaning on our lessons learned from years' past.
 - (d) Must be honest about intentions and understand ours.
 - (i) We need to know your end goals to ensure they align with the community's.
 - (e) Must be collaborative partners.
 - (i) Unless otherwise discussed, we work hand-in-hand with our partners throughout the entire process.
 - (f) Must have sufficient funds before we begin the survey process.

Better Block Foundation

**Duncanville Community and Economic
Development Corporation**

Signature:_____

Signature:_____

Typed Name:_____

Typed Name:_____

Title:_____

Title:_____



STAFF REPORT

MEETING: Community and Economic Development Corporation - July 27, 2026

TITLE:

Briefing and Board Discussion Regarding Revisions to the Duncanville Community and Economic Development Corporation Policy Statement and Guidelines for Economic Development Grants and Tax Incentives.

Vision Statement:

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

Pillar:

Empower Economic Opportunity:

- **Promote strategic reinvestment in commercial corridors and support small businesses.**

STAFF RESPONSIBLE:

Marcela Perez

BACKGROUND/HISTORY:

The Economic Development Department administers a variety of economic development tools, including grants and tax incentive agreements.

The current Duncanville Community and Economic Development Corporation Policy Statement and Guidelines was last revised and approved by the DCEDC Board in July 2025, to enhance eligibility criteria, evaluation standards, application procedures, and update compliance expectations.

Based on feedback from applicants and internal stakeholders during the FY2026 Design Incentive Grant application process, staff initiated a review of the policy and guidelines to identify opportunities for improvements that strengthen alignment with strategic goals and enhance the effectiveness of economic development program administration.

As a result, the findings conclude that the policy does not currently:

- Allow inclusion of new business projects presented by reputable professionals
- Reflect current project and construction pricing standards
- Fully define eligible projects and project details

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

Duncanville Community and Economic Development Corporation Policy Statement and Guidelines for Economic Development Grants and Tax Incentives



DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION POLICY STATEMENT AND GUIDELINES

FOR

ECONOMIC DEVELOPMENT GRANTS AND TAX INCENTIVES

TABLE OF CONTENTS

I. GENERAL PURPOSE AND OBJECTIVES.....	1
II. DEFINITIONS.....	3-4
III. AUTHORIZATION.....	4
IV. EVALUATION CRITERIA.....	5
A. Capital Investment.....	5
B. Employment Impact.....	5
C. Fiscal Impact.....	5
D. Community Impact.....	5
E. Additional Considerations.....	6
V. INCENTIVE AND GRANT OVERVIEW.....	6
VI. TYPES OF INCENTIVES.....	6
A. Chapter 380 Agreements.....	6
B. Type B Economic Development Corporation.....	6
C. Property and Sales Tax Incentives.....	7
D. Cost Participation in Infrastructure and Waiver of Development Fees...	7
E. Economic Development Forgivable Loans.....	8
F. Freeport Exemption Incentive.....	8
G. Design Incentive Program.....	10
• Paint Grants.....	10
• Signage Grant.....	11
• Landscape Grants.....	11

• Façade and Architectural Improvement Grants.....	11
• Pavement Grants.....	11
• Infrastructure Grants.....	12
Design Incentive Grant Application Period.....	12
Design Incentive Grant Application Procedure.....	12
 APPENDIX: INCENTIVES & GRANTS ASSISTANCE APPLICATION.....	 14

Adopted by:
DCEDC
07/28/2025
City Council
xx/xx/xxxx

I. GENERAL PURPOSE AND OBJECTIVES

The City of Duncanville is committed to the recruitment, promotion and retention of sustainable business establishments in all parts of the City. The City of Duncanville and DCEDC will consider providing grants and tax incentives as an incentive for economic development in Duncanville. The policy guidelines set forth in this document are established as a strategic effort to develop and expand the local economy by encouraging private sector investments that expand the City's economic base, diversify the local economy and provide job opportunities for residents. This shall be accomplished by targeting and identifying projects that create additional revenue streams for the City without substantially increasing the demand for City services and infrastructure. This economic development incentive toolkit is intended for use as a gap financing tool of last resort. The use of economic development incentive funds is primarily targeted for projects facing extraordinary impediments to development despite offering significant economic impact and enhancement to the surrounding neighborhood and community.

It is the policy of the City of Duncanville nothing herein shall imply or suggest that neither the City of Duncanville nor the Duncanville Community and Economic Development Corporation (DCEDC) is under any obligation to provide a grant or tax incentive agreement to any applicant. All applications shall be considered on a case-by-case basis. **The Duncanville City Council has final approval of all incentive agreements.**

II. DEFINITIONS

- A. "Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes.
- B. "Agreement" means a contractual agreement between a property owner and a taxing jurisdiction for the purpose of tax abatement, rebate, or grant.
- C. "Expansion" means the addition of buildings, structures, fixed machinery, or equipment to be in service in a facility.
- D. "Facility" means property improvements completed or in the process of construction, which together comprise an integral whole.
- E. "Modernization" means the replacement and upgrading of existing facilities, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, repairing, refurbishing, or completion of deferred maintenance.
- F. "New facility" means a property previously undeveloped that is placed into service by means other than expansion or modernization.

- G. “Full Time Job” means employment is presumed to be at least 35 hours per week.
- H. “Incentive” is any payment or concession used to stimulate business expansion, modernization, redevelopment, or attraction of new businesses.
- I. “Sales and Use Tax” means the City’s 1.5% and the DCEDC’s 0.5% sales and use tax.
- J. “Sales Tax Receipts” means the City’s and DCEDC’s receipts from the State of Texas from the collection of sales and use tax by Duncanville businesses.
- K. “Rebate” means an incentive in the form of a property or sales tax rebate for generating business under the terms of a development/grant agreement with the DCEDC outlining the percentage, amount and terms of the grant payment.

III. AUTHORIZATION

Any request for a grant, sales tax rebate, or tax abatement shall be reviewed and approved by the City Council. The Duncanville Community and Economic Development Corporation (DCEDC) will make recommendations to the City Council when appropriate as set forth in the following document.

IV. EVALUATION CRITERIA

DCEDC’s recommendations and the City Council’s approval shall be based upon, but not limited to, an evaluation of the following criteria.

Capital Investment

Applications for business incentives for project activities related to relocation, rehabilitation, expansion or new construction must provide evidence of private financing, equity, cash or other project funding as part of the capital stack of sources.

- The City of Duncanville and DCEDC **will not** approve incentive awards for **more than 49 %** (percent) of total project costs.

Employment Impact

Projects should have a positive impact on the labor pool in the City of Duncanville and provide opportunities for full time employment.

- How many full-time jobs will be created or retained?
- What industry or professional designation are the jobs created/retained?
- What will the total annual payroll be?
- What will be the average salaries of the employees and management?

Fiscal Impact

Incentive and funding requests should be evaluated based on a financial cost-to-benefit calculation. Projects should have a positive impact on the tax base of Duncanville by demonstrating a net increase in property value, sales tax revenue, and increase in the daytime population within the City's commercial corridors.

- What impact does the incentive or funding request have on the fiscal year operating budget?
- How much real and personal property value will be added to the tax rolls?
- How much direct sales tax and hotel occupancy tax will be generated?
- Based on the generation of new revenue, how many years will the investment be recaptured by the City as a cost-to-benefit calculation?
- How will this project affect existing businesses and/or office facilities?
- What public infrastructure improvements are being proposed as part of the project?
- Does the project increase the occurrence of tourism and commerce in the City of Duncanville?

Community Impact

Projects seeking economic development incentives and grant awards should demonstrate tangible alignment with the comprehensive plan goals for the City of Duncanville and should not have an adverse social impact on the neighborhood character and overall quality of life for existing businesses and residents.

- What effect will the project have on the local housing market?
- What environmental impact, if any, will be created by the project?
- Does the project feature sustainable design & development principles?
- What impact does the project have on existing vehicular traffic flow?
- What community stakeholders and coalitions are in support of the proposal?
- What adverse conditions or potential concerns have been identified by vocal or potential opponents to this proposal?

Additional Considerations

- What funds are available to the DCEDC for the current year as well as future years?
- Does the project support the strategic plan of the DCEDC?
- What other future projects are being proposed?

V. INCENTIVE AND GRANT OVERVIEW

Any person, organization, or corporation desiring the City or DCEDC to consider providing

tax abatements, rebates, or other incentives to encourage location or expansion of operations within the city limits of Duncanville, Texas shall be required to comply with the following procedural guidelines.

The design of a total incentive package is intended to allow maximum flexibility in addressing the unique aspects of each applicant, while enabling the City to better respond to the changing demands and needs of the community. The City and the DCEDC will consider providing any type of economic development incentives not prohibited by state or federal law.

VI. TYPES OF ECONOMIC DEVELOPMENT INCENTIVES

The City Council and/or DCEDC may consider criteria other than that set forth in these guidelines, including but not limited to, such matters as the relative degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the City or the DCEDC.

- Chapter 380 Agreements

Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity.

- Type B Economic Development Corporation

Texas Type B Economic Development Corporations are permitted to use sales tax dollars for any project under Type A rules as well. Qualified expenditures include, but are not limited to, funding for land, buildings, equipment, facilities, expenditures, targeted infrastructure improvements sports and athletic facilities, tourism, entertainment, convention, parks, retail, and restaurants are also included.

- Property and Sales Tax Incentives

Property and sales tax incentives, including tax abatements and rebates, could be available for the construction of new facilities and structures and the expansion or modernization of existing facilities and structures. For new Duncanville businesses or expansion of existing businesses, the City and/or the DCEDC may contract with an applicant to provide an economic development incentive based on a negotiated percentage of the sales and use tax receipts generated by the local business and received by the City and the DCEDC.

The applicant, by contract or agreement, will be required to provide a sales tax certificate setting forth the applicant's collection of sales and use tax for the sale of taxable items at the applicant's Duncanville business for the previous twelve calendar month period, together with such supporting documentation as required by the City and

the DCEDC. The City Council will have final approval of all incentive agreements.

- Cost Participation in Infrastructure and Waiver of Development Fees

The City and/or the DCEDC may, by contract, agree to participate in the cost of the extension, construction, or reconstruction of public infrastructure necessary for the development of a project. In addition, the City may approve the waiver of permit and development fees.

- Economic Development Forgivable Loans

On a case-by-case basis, the City and/or the DCEDC may, by contract, award forgivable loans to new, expanding and relocating companies which are proposing to make a new capital investment in Duncanville. Existing Duncanville businesses operating within City limits for at least three (3) years that are at risk of relocating or expanding business operations outside of Duncanville are also eligible. Loans will be evaluated based on several factors including, annual budget and workplan, strategic location and nature of the project, proposed capital investment and job creation/retention, capacity and reputation of the business owner or company. Analysis of loan requests and recommendations for approval will also be done by evaluation of the project's alignment with the comprehensive plan goals, corridor plans or strategic initiatives in place as evidence of potential support from the surrounding community and local stakeholders. These loans may be used for facility renovation, site preparation, engineering studies, or any other use needed by a new, expanding or relocating business.

- Freeport Exemption Incentive

The City of Duncanville has not adopted the Freeport Exemption as provided by the Texas Constitution, Article VIII, Section 1-j and section 11.251 of the Tax Code. The City instead adopted a model form of the agreement. The City may grant a new business that relocates to the City of Duncanville an equivalent of the Freeport Exemption for its property if the business receives a Freeport Exemption from Dallas County and/or the Duncanville Independent School District. The City may condition the incentive upon the creation of employment, construction of improvements, certain development, continued operations for a stated period, or other public considerations.

- Design Incentive Grant Program

The Design Incentive Program consists of six different grants that include paint, signage, landscaping, façade, pavement, and infrastructure. Design Incentive Program grants are awarded on a **matching basis**, with a cap amount designated for each award category. The DCEDC may provide financial assistance **up to fifty percent** of the project cost. Fifty percent of the financial responsibility will remain with the applicant.

General Participation Requirements

1. Applicant buildings must be subject to property taxes.
2. Applications must be submitted and received by the DCEDC or City Staff before the project is started.
3. All applications must include a business plan, marketing plan, and a copy of the Texas Sales and Use Tax Certificate issued to the business.
4. All applicants must make a goodwill effort to provide three bids for the work they are requesting incentive or grant assistance for. A goodwill effort must also be made to procure bids locally from a Duncanville business.
5. The approved project must be completed within six (6) months of the City Council approval date, or the applicant will be required to present a project update to the DCEDC Board.
6. A review of tax filings, tax payment and license status, business licensing, code compliance activity, citations, fines and accessible business reviews shall be conducted by staff and included in the staff report in support of recommendations for funding requests.
7. All projects must comply with all local ordinances and state and federal laws.
8. All applications must include rendering, swatches, and/or samples.
9. **Design Incentive Program applications must be submitted and approved before work commences.**

- Paint Grant
Maximum Grant Amount: \$7,500.00

The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint. The following details outline the grant specifics.

- i. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
- ii. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
- iii. New construction projects are not eligible.
- iv. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

- Signage Grant
Maximum Grant Amount: \$5,000.00

Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.

1. Eligible costs include: Sign, labor costs, sign permit fee.

- Landscape Grants
Maximum Grant Amount: \$10,000.00

Landscape Grants were established to support the City's commitment to enhancements to public greenspace, pedestrian paths and curb appeal within gateway entrances to the City, targeted districts including Downtown and active commercial corridors.

- i. Eligible costs include: Materials, labor costs, permit/tap fees.
- ii. Plants must be perennials.
- iii. Drought tolerant and/or Texas native plants are encouraged.
- iv. Properties are only eligible every five (5) years for a landscaping grant unless special circumstances arise.

- Façade and Architectural Improvement Grants
Maximum Grant Amount: \$10,000.00

The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville. The DCEDC will consider Façade and Architectural Improvement Grants that eliminate blight, enhance the façade and beautifies the building and surrounding area.

- Pavement Grants
Maximum Grant Amount: \$25,000.00

The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations. Several of our suburban retail centers have an abundance of surface parking which generates significant stormwater runoff and contributes to an increase of surface heat during the summer months. The DCEDC shall consider grant applications for commercial redevelopment projects that include the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance. Pavement grants may also be considered for projects looking to reconfigure traffic flow, parking and outdoor amenities to increase usable site area for mixed use residential and commercial development and investment.

- Infrastructure Grants
Maximum Grant Amount: \$20,000.00

Type B EDC's may assist in the development of infrastructure that has a public benefit. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

- Stamped engineering plans that outline in detail the scope of work.

DESIGN INCENTIVE PROGRAM APPLICATION PERIOD

The application period for business design incentive grants for each fiscal year is between **December 1st and March 1st**. The DCEDC and City of Duncanville are not obligated to provide financial incentive assistance.

DESIGN INCENTIVE PROGRAM APPLICATION PROCEDURE

1. Applicant shall complete the Design Incentive Grant Application and accompanying documentation required under the 'General Participation Requirements' section of this policy. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
2. Applications must be submitted to the attention of the Duncanville Community and Economic Development Corporation. Applications may also be submitted via email to eco@duncanville.com or by hand-delivery to Duncanville City Hall, 203 E. Wheatland, Duncanville, TX 75116.
3. Upon the Economic Development Department's receipt of all needed information, and it is determined the project qualifies for the consideration of an incentive, copies of the completed application and staff comments will be provided to the DCEDC.
4. Once approved by the DCEDC, a presentation will be made to City Council for the consideration of an incentive grant as outlined in this policy.
5. The Duncanville City Council may consider adoption of a resolution or ordinance approving the terms and conditions of an incentive grant agreement between the City, DCEDC, and the applicant as outlined in this policy.
6. Approved incentive grant funding is disbursed on a reimbursement basis after work has been completed and receipts have been submitted.