



**DUNCANVILLE TAX INCREMENT FINANCING (TIF)
REINVESTMENT ZONE, NO. 1
REGULAR MEETING
BRIEFING ROOM, DUNCANVILLE CITY HALL
203 E. WHEATLAND RD., DUNCANVILLE, TX 75116
THURSDAY, MARCH 8, 2018 @ 6:00 PM**

AGENDA

CALL TO ORDER

INVOCATION

1. CITIZEN'S PUBLIC FORUM.
2. CONSIDER APPROVAL OF THE TIF BOARD MINUTES FOR THE MEETING HELD ON DECEMBER 21, 2017.
3. RECEIVE TIF FINANCIALS UPDATE.
4. REVIEW AND CONSIDER APPROVAL OF THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) \$150,000 LOAN TO THE DUNCANVILLE TAX INCREMENT FINANCING (TIF) REINVESTMENT ZONE, NO. 1 AND AUTHORIZE THE TIF BOARD PRESIDENT TO SIGN THE AGREEMENT.

ADJOURNMENT

**POSTED BY MONDAY
MARCH 5, 2018 BY 5:00 PM**

**CYNTHIA D. WILLIAMS
ECONOMIC DEVELOPMENT COORDINATOR**

Members of the City Council, including a possible quorum, might be present in the audience and some of the City Council members might make comments or participate in the discussion as audience members. There will be no deliberation, vote, or action by the City Council.

The City of Duncanville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Duncanville at least 72 hours in advance at (972) 780-5012. (TDD Access 1-800-RELAY-TX)

Pursuant to section 30.07, penal code (trespass by license holder with an openly carried handgun), a person licensed under subchapter h, chapter 411, government code (handgun licensing law), may not enter this meeting room with a handgun that is carried openly.

De conformidad con la sección 30.07 del código penal (prevaricación por licenciario con una arma de mano llevada abiertamente), una persona con licencia bajo el subcapítulo h, capítulo 411, código de gobierno (ley de licencias para portar armas), no pueden entrar a la sala de reuniones con una arma de mano que se practica abiertamente.



AGENDA BACKGROUND

ITEM NO. 1

MEETING DATE: Thursday, March 8, 2018

TITLE: Citizen's Public Forum.

BACKGROUND/HISTORY: The purpose of the Public Forum is to allow public comment to be made by citizens regarding Board matters. The format of the Public Forum is subject to the President's discretion. When recognized to speak, the citizen is asked to please state his/her name and address for the record. Comments will be limited to two minutes per speaker.

Citizen's wishing to speak on a Public Hearing Agenda item shall not address the Board during the Public Forum. Time is allowed for proponents and opponents to speak on a public hearing item during the set Public Hearing.



AGENDA BACKGROUND

ITEM NO. 2

MEETING DATE: Thursday, March 8, 2018

TITLE: Consider Approval of the TIF Board Minutes for the Meeting held on December 21, 2017.

BACKGROUND/HISTORY: Copies of the draft minutes for the Regular Meeting on December 21, 2017, are attached for review.

ATTACHMENTS: Draft TIF Board Minutes for December 21, 2017.

**DUNCANVILLE TAX INCREMENT FINANCING (TIF)
REINVESTMENT ZONE BOARD
REGULAR MEETING
DECEMBER 21, 2017**

A regular meeting of the Duncanville Tax Increment Financing (TIF) Reinvestment Zone Board of Directors was held on Thursday, December 21, 2017, at 6:00 PM in the City Council Briefing Room located at City Hall.

Board Members in attendance:

Michael Grace	President
Kenneth Embry	Board Member
Madeline Kelley-Schwoch	Board Member

Board Members not in attendance:

Barry Gordon	Board Member
Daniel Flores	Board Member

Staff Present: Economic Development Director Jessica James

Guest Present: Larry Cline, Larry Cline Consulting, LLC

The meeting was called to order by President Michael Grace at 6:06 PM.

Board Member Mr. Embry offered the Invocation.

ITEM NO. 1 CITIZEN'S PUBLIC FORUM.

Wesley Jameson commented that the TIF agendas and minutes were hard to find on the City's website. He also commented that he felt there was a strong potential conflict of interest between the DCEDC Board and the TIF Board as the President of the DCEDC Board sits on the TIF Board.

ITEM NO. 2 CONSIDER APPROVAL OF THE TIF BOARD MINUTES FOR THE MEETING HELD ON JULY 25, 2017.

Ms. Kelley-Schwoch made a motion to approve the minutes as presented, seconded by Mr. Embry, the vote passed unanimously.

ITEM NO. 3 REVIEW AND CONSIDER APPROVAL OF THE DUNCANVILLE TIF DISTRICT 2017 ANNUAL REPORT.

Mr. Larry Cline reviewed the 2017 TIF Annual Report with the TIF Board and answered questions from the Board. Mr. Cline noted that the 2017 tax increment should be approximately \$28,513.47, which will be received by the City in 2018 as businesses in the TIF pay their ad valorem taxes. Ms. James informed the Board that the report will be presented to City Council for final approval in January and then will be filed with the State of Texas in February, which is mandated by law.

Mr. Embry made a motion to approve the 2017 TIF Annual Report with a correction of a typo on the first line of the report, seconded by Ms. Kelley-Schwoch, the vote passed unanimously.

ADJOURNMENT

The meeting was adjourned at 6:39 PM.

APPROVED:

MICHAEL GRACE
PRESIDENT

ATTEST:

JESSICA JAMES
DIRECTOR OF ECONOMIC DEVELOPMENT



AGENDA BACKGROUND

ITEM NO. 3

MEETING DATE: Thursday, March 8, 2018

TITLE: Receive TIF Financials Update.

BACKGROUND/HISTORY: The Director of Economic Development will provide the Board with a status update on the TIF Financials.



AGENDA BACKGROUND

ITEM NO. 4

MEETING DATE: Thursday, March 8, 2018

TITLE: Review and Consider Approval of the Duncanville Community and Economic Development Corporation (DCEDC) \$150,000 Loan to the Duncanville Tax Increment Financing (TIF) Reinvestment Zone, No. 1 and Authorize the TIF Board President to Sign the Agreement.

BACKGROUND/HISTORY: During the June 8, 2017, DCEDC regular meeting, the Board approved the DCEDC FY 2017 - 2018 Budget, which included a \$150,000 loan to the TIF, No. 1. Tonight, the TIF Board will review and consider approval of the loan, and vote to authorize the TIF Board President to sign the Agreement.

ATTACHMENT(S): The Economic Development Incentive Agreement between the Duncanville Community and Economic Development Corporation (DCEDC), and the Duncanville Tax Increment Financing (TIF) Reinvestment Zone, No. 1 are attached for your review.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ECONOMIC DEVELOPMENT
PERFORMANCE AGREEMENT

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the “DCEDC”) acting by and through Barry Gordon its duly authorized DCEDC President, and the Duncanville Tax Increment Financing Reinvestment Zone Number One (TIF #1), acting by and through Michael Grace, its duly authorized TIF Board President.

RECITALS

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that a repayment grant to the TIF #1 constitutes an authorized project and DCEDC is willing to provide the TIF #1 with economic assistance as hereinafter set forth on the terms and conditions stated herein and the TIF #1 is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the Duncanville City Council created the Duncanville Tax Increment Financing (TIF) Reinvestment Zone Number One to help redevelop the zone to improve the Duncanville economy and increase the sustainability of the Duncanville community of the residents; and

WHEREAS, the Duncanville City Council and the DCEDC recognizes that development and redevelopment in today’s economy requires cooperation; and

WHEREAS, the DCEDC desires to attract new and expand current businesses to the city that will generate additional ad valorem and sales tax revenue for the City and the DCEDC; and

WHEREAS, the DCEDC believes that supporting the TIF #1 is another instrument to accomplish such public purpose; and

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

ARTICLE I. AUTHORIZATION

1.1 The DCEDC finds and determines that this Agreement is authorized and governed by the Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.1 This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met within ten years unless otherwise terminated as provided for in this Agreement.

ARTICLE III. LOAN

3.1 Economic Development Loan.

The DCEDC agrees to provide the TIF #1 a \$150,000 interest repayment grant in original funding for the zone subject to the terms and conditions of use and repayment set forth in this Agreement.

ARTICLE IV. COVENANTS OF THE PARTIES

4.1 As a condition precedent and in consideration of the DCEDC agreement to undertake economic development grant, the TIF #1 agrees to do the following:

- (a) that all funds be used solely for the projects as set forth in Project Plan, attached thereto and incorporated herein as Exhibit 'A', subject to City Council approval.
- (b) that a Detailed statement for use of funds for such projects shall include date, time, place of proposed completion and amount of grant funds expand for each project listed in Exhibit A.
- (c) that if any of the funds are to be used for any additional projects, it will be approved by the TIF Board, DCEDC and City Council of each project

4.2 TIF #1 hereby agrees to make a repayment from tax increment funds to DCEDC in an amount on or before January 31, 2028.

ARTICLE V. TERMINATION OF DFAULT

5.1. This Agreement terminates upon any one of the following:

- (a) by DCEDC and the TIF #1, through mutual written agreement of both parties; and
- (b) by DCEDC, if the TIF #1 fails to comply with the terms of the agreement or use any of the funds by January 31, 2028.

5.2 **Refund Provision.** In the event the TIF #1 use the funds on or before January 31, 2028 or does not comply with the terms of this Agreement or is otherwise in default as provided herein, the TIF #1, pursuant to the provisions herein shall refund the DCEDC an amount equal to the sum of the grant actually paid by DCEDC to the TIF #1 immediately preceding the date of such termination. If the payment is not refunded on or before January 31, 2028 or 30 days of termination,

interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the DCEDC) as its prime or base commercial lending rate, from the date of termination until paid.

ARTICLE VI. GENERAL TERMS

6.1 **Mutual Assistance.** The TIF #1 and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

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

6.3 **Verification and Compliances.** The TIF #1 agrees to allow the DCEDC's legal representation to audit all TIF #1 records, documents, and agreements or other instruments, in furtherance of the following purposes only:

- (a) to ensure TIF #1's compliance with the affirmative covenants set forth in this Agreement; and
- (b) to determine the existence of a default or breach of the terms of this Agreement; and

The DCEDC will provide the TIF #1 with written notice of any request for an audit and shall cooperate with the TIF #1 and City Staff to schedule audit activities.

6.4 **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE TIF #1 IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE TIF #1. THE DCEDC SHALL NOT BE LIABLE TO THE TIF #1, ITS PARTNERS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE TIF #1 AGREES TO HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE TIF #1, OR FROM ANY BREACH ON THE PART OF THE TIF #1 OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE TIF #1, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

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

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

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

7.8 **Approval by the DCEDC and the City of Duncanville, Texas.** This Agreement was approved by the City Council at a duly convened open meeting on _____, 2018.

TIF BOARD NUMBER ONE

By: Michael Grace
Its: Board President
Date: March __, 2018

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Barry Gordon
Its: Board President
Date: March __, 2018

CITY OF DUNCANVILLE

By: Kevin Hugman
Its: City Manager
Date: March __, 2018

TIF Board Number One Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Duncanville TIF #1, and that he is authorized by said to execute the foregoing instrument as the act of such Duncanville TIF #1, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

DCEDC Acknowledgement

SATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

City's Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:
