



CITY OF MANSFIELD

Economic Development
301 South Main Street,
Suite 100
Mansfield, TX 76063
www.mansfield-texas.com

Meeting Agenda

Mansfield Economic Development Corporation

Tuesday, October 15, 2024

6:00 PM

Anchora Event Center
403 E. Broad Street
Mansfield, Texas 76063

1. **CALL MEETING TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible, with Liberty and Justice for all.

4. **TEXAS PLEDGE**

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

5. **PUBLIC COMMENTS**

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes.

In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a blue or yellow "appearance card" located at the entry to the city council chambers and present it to the board president.

6. **APPROVAL OF MINUTES**

[24-6211](#) Approval of Regular Meeting Minutes for September 3, 2024

Attachments: [MeetingMinutes 9-3-24.pdf](#)

7. **FINANCIALS**

[24-6210](#) Presentation of the Monthly Financial Report for the Period Ending 8/31/2024

Attachments: [MEDC Cash Report 7-31-2024](#)

8. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this

meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

A. ADVICE FROM ITS ATTORNEY

Pursuant to Sec. 551.071 of the Texas Government code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law. In addition the Board may convene in executive session to discuss the following:

1. Pending or contemplated litigation or a settlement offer including:
2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.

B. REAL ESTATE DELIBERATION

Pursuant to Sec. 551.072, deliberation regarding the purchase, exchange, lease or value of real property.

1. Land Acquisition: ED # 24-11

C. PERSONNEL MATTERS

Pursuant to Sec. 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

D. SECURITY DEVICES

Pursuant to Sec. 551.076, deliberation regarding security personnel or devices.

E. ECONOMIC DEVELOPMENT

Pursuant to Sec. 551.087, deliberation regarding Economic Development Negotiations including (1) discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; OR (2) deliberation of a financial or other incentive to a business prospect described in (1) above.

1. ED # 21-33
2. ED # 22-04
3. ED # 22-27

F. CRITICAL INFRASTRUCTURE

Pursuant to Sec. 418.183(f) of the Texas Government Code (Texas Disaster Act) regarding critical infrastructure.

9. **RECONVENE INTO REGULAR SESSION**

10. **TAKE ACTION PURSUANT TO EXECUTIVE SESSION**

11. **OLD BUSINESS**

[24-6255](#) Staff Report, Board Discussion and Possible Action Regarding Project 22-04.

[24-6256](#) Staff Report, Board Discussion and Possible Action Regarding Project 22-27.

12. **NEW BUSINESS**

[24-6220](#) Election of MEDC Board Officers

[24-6257](#) Discussion, Consideration, and Possible Action on an Economic Development Agreement between the Mansfield Economic Development Corporation and SCSD-Finnell, Ltd.

Attachments: [EDA - MEDC and SCSD-Finnell, Ltd.](#)

[C-2 PRELIM UTILITY](#)

[VILLAS DI LUCCA - LOT 2 UTILITY EXHIBIT](#)

[Canary Construction Estimate.pdf](#)

13. **BOARD MEMBER COMMENTS**

14. **STAFF COMMENTS**

15. **ADJOURNMENT**

CERTIFICATION

I certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall building, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday, October 11, 2024 prior to 5:00 pm and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

MEDC Staff

Approved as to form



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 24-6211

Agenda Date: 10/15/2024

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Title

Approval of Regular Meeting Minutes for September 3, 2024

Requested Action

Approve Regular Meeting Minutes for September 3, 2024

Recommendation

Approve Regular Meeting Minutes for September 3, 2024

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Mitzy Shannon, Admin Asst, 817-728-3654



CITY OF MANSFIELD

Meeting Minutes - Draft

Economic Development
301 South Main Street,
Suite 100
Mansfield, TX 76063
www.mansfield-texas.com

Mansfield Economic Development Corporation

Tuesday, September 3, 2024

5:00 PM

City Hall - Council Chambers
1200 East Broad Street
Mansfield, TX 76063

1. CALL MEETING TO ORDER

The Meeting was called to order by President David Godin at 5:01 PM.

Absent 1 - Kent Knight

Present 6 - David Godin; William Vivoni; Nicole Zaitoon; Todd Simmons; Jim Vaszauskas and James Sellers

2. INVOCATION

President Godin gave the invocation.

3. PLEDGE OF ALLEGIANCE

President Godin led the Pledge of Allegiance.

4. TEXAS PLEDGE

President Godin led the Texas Pledge.

5. PUBLIC COMMENTS

There were no public comments.

6. APPROVAL OF MINUTES

[24-6142](#)

Approval of Regular Meeting Minutes for August 6, 2024

A motion was made by President Godin to approve minutes of August 6, 2024 meeting. Seconded by Todd Simmons. The motion CARRIED the following vote:

Approval of Minutes

Aye: 6 - David Godin; William Vivoni; Nicole Zaitoon; Todd Simmons; Jim Vaszauskas and James Sellers

Nay: 0

Absent: 1 - Kent Knight

Abstain: 0

7. FINANCIALS

[24-6141](#)

Presentation of the Monthly Financial Report for the Period Ending
7/31/2024

There were no comments.

8. RECESS INTO EXECUTIVE SESSION

President Godin recessed the meeting into Executive Session at 5:05 PM.

Absent 1 - Kent Knight

Present 6 - David Godin; William Vivoni; Nicole Zaitoon; Todd Simmons; Jim Vaszauskas
and James Sellers

A. ADVICE FROM ITS ATTORNEY

1. Pending or contemplated litigation or a settlement offer including:

2. A matter in which the duty of the attorney to the governmental body under the
Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas
clearly conflicts with the chapter.

B. REAL ESTATE DELIBERATION

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

1. ED # 22-27

2. ED # 22-07

F. CRITICAL INFRASTRUCTURE

9. RECONVENE INTO REGULAR SESSION

President Godin reconvened the meeting into Regular Session at 5:57 PM.

Absent 1 - Kent Knight

Present 6 - David Godin; William Vivoni; Nicole Zaitoon; Todd Simmons; Jim Vaszauskas
and James Sellers

10. **TAKE ACTION PURSUANT TO EXECUTIVE SESSION**

No action taken pursuant to Executive Session.

11. **OLD BUSINESS**

12. **NEW BUSINESS**

13. **BOARD MEMBER COMMENTS**

President expressed his gratitude to board members for serving on the Mansfield Economic Development Board.

14. **STAFF COMMENTS**

Executive Director Jason Moore gave a presentation on all major MEDC projects.

Project Manager Natalie Phelps informed the board that the next meeting will take place Tuesday, October 1 at 5:00 PM.

15. **ADJOURNMENT**

A motion was made by William Vivoni to adjourn the meeting at 6:18 PM. Seconded by Nicole Zaitoon. The motion CARRIED the following vote.

Adjourn

Absent 1 - Kent Knight

Present 6 - David Godin; William Vivoni; Nicole Zaitoon; Todd Simmons; Jim Vaszauskas and James Sellers

David Godin, President

ATTEST:

Mitzy Shannon, Administrative Asst.
MEDC



CITY OF MANSFIELD

1200 E. Broad St.
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STAFF REPORT

File Number: 24-6210

Agenda Date: 10/15/2024

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Agenda Number:

Title

Presentation of the Monthly Financial Report for the Period Ending 8/31/2024

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of the Monthly Financial Report for the Period Ending 8/31//2024

Justification

N/A

Funding Source

4A

Prepared By

Natalie Phelps, Economic Development Manager, 817-728-3653

Mansfield Economic Development Corporation

Cash Report (Unaudited)

Period Ending July 31, 2024

Beginning Cash Balance 7-1-2024 **\$17,055,703**

Revenue:

Sales Tax Revenue \$803,653

Interest Income \$54,634

Total Monthly Revenue **\$858,287**

Adjusted Cash Balance **\$17,913,990**

Operating Expenses:

Administration (5510) \$98,226

Promotions (5520) \$6,075

Retention (5530) \$0

Workforce Development \$0

Total Operating Expenditures **\$104,301**

Debt Expense

Debt Service Payment **\$2,320,014**

Project Expenditures:

Economic Development Agreements

Admiral Legacy \$0

Kimball Property \$0

Hanover \$0

Easy St. \$0

Total Project Expenditures **\$0**

Total Monthly Expenditures **\$2,424,315**

Ending Cash Balance 7-31-2024 **\$15,489,675**

MIBP Construction Fund Remaining Balance \$0

Total Cash \$15,489,675

Debt Expense

New Annual Total Debt Service - FY24 **\$2,660,028**

(January and August)

Remaining Principal Debt Balance \$17,880,000



CITY OF MANSFIELD

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STAFF REPORT

File Number: 24-6255

Agenda Date: 10/15/2024

Version: 1

Status: Old Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Staff Report, Board Discussion and Possible Action Regarding Project 22-04.

Requested Action

Recommendation

Description/History

..City Council Priorities

Justification

Funding Source

Prepared By

Natalie Phelps, Economic Development Manager, 817-728-3653



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 24-6256

Agenda Date: 10/15/2024

Version: 1

Status: Old Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Staff Report, Board Discussion and Possible Action Regarding Project 22-27.

Requested Action

Recommendation

Description/History

..City Council Priorities

Justification

Funding Source

Prepared By

Natalie Phelps, Economic Development Manager, 817-728-3653



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 24-6220

Agenda Date: 10/15/2024

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Election of MEDC Board Officers

Requested Action

Elect MEDC Board Officers

Recommendation

Elect MEDC Board Officers

Description/History

Current board positions are listed below. Please review and bring your recommendations to the October 3rd meeting for election of officers.

Current Board Members and Positions:

- Todd Simmons, President
- Will Vivoni, Vice President
- Nicole Zaitoon, Secretary
- Kent Knight
- James Sellers
- Jim Vaszauskas
- Lance Walker

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 24-6257

Agenda Date: 10/15/2024

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Discussion, Consideration, and Possible Action on an Economic Development Agreement between the Mansfield Economic Development Corporation and SCSD-Finnell, Ltd.

Requested Action

Consider and approve the Economic Development Agreement between the Mansfield Economic Development Corporation and SCSD-Finnell, Ltd.

Recommendation

Approve the Agreement

Description/History

SCSD-Finnell, Ltd. is constructing a 7,500 square foot commercial building located at 1741 East Debbie Lane in Mansfield, Texas. SCSD-Finnell, Ltd. will invest no less than \$3,000,000 and receive a Certificate of Occupancy no later than December 31, 2026. The construction of the commercial building will create a minimum of 50 full-time employees. Mansfield Economic Development will provide a grant of the lesser of: 100% actual costs or \$78,600.00 for the installation of a sanitary sewer line.

Justification

MEDC has identified destination retail, restaurants, and entertainment as a target industry to attract to Mansfield as part of the Mansfield 2040 Comprehensive Plan. This commercial building will provide a location for unique dining and shopping.

Funding Source

MEDC

Prepared By

Natalie Phelps, Economic Development Manager, 817-728-3653

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
AND
SCSD-FINNELL, LTD.**

This Economic Development Agreement (“**Agreement**”) is made and entered into by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (“**Corporation**”), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (“**Act**”), and SCSD-Finnell, a Limited Company (“**Company**”). Corporation and Company may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Company is the owner of a tract of land located at 1741 East Debbie Lane, in the City of Mansfield, Texas (“**Property**”); and

WHEREAS, Company intends to construct a new 7,500 square foot commercial building on the Property (“**Project**”); and

WHEREAS, Company has requested financial assistance from the Corporation for the construction of the improvements, and the Board of Directors of the Corporation find that the requested grant will be used to fund a “project” as defined in Section 501.101 of the Act and that such grant is an expenditure that is for the creation of primary jobs and is required or suitable for the development of manufacturing and industrial facilities; and

WHEREAS, the Corporation has determined that this Project promotes new or expanded business development, job creation, and retention, the Project is authorized by statute, and will further the objectives of the Corporation, will benefit the City and its inhabitants, and will promote local economic development and stimulate business and commercial activity in the City, State of Texas, and the region.

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 1
DEFINITIONS**

“Act,” “Agreement,” “Corporation,” “Company,” “Project”, and “Property” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Facility, as the case may be, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of

consultants, and permit and inspection fees. The term also includes costs related to the purchase of tangible personal property, as that term is defined in the Texas Tax Code, to be located at the Facility. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the City certifying that a building is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“City” means the City of Mansfield, Texas.

“Director” means the City’s Economic Development Director or acting Economic Development Director.

“Effective Date” means the date this Agreement is fully executed by the parties.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean six (6) years from the Effective Date, unless sooner terminated as provided herein.

“Facility” means the 7,500 square foot commercial building to be constructed by Company on the Property.

“FTE” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours per week.

“Grant” means the payment to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements upon the terms, conditions and provisions set forth herein, such payment shall be calculated as follows: The lesser of (i) 100% of the actual costs of the Improvements, or (ii) Seventy-Eight Thousand Six Hundred Dollars (\$78,600.00).

“Impositions” mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or the Property, or any property or any business owned by Company or within the City.

“Improvements” means the installation of a sanitary sewer line which is required by the City to be constructed or installed by Company on the Property, as described on the attached Exhibit A.

“Payment Request” means a written request from Company to Corporation for payment of a Grant. The written request must be accompanied by (i) proof of a Certificate of Occupancy for the Facility; (ii) documentation of the expenditure of the Capital Investment, in a manner and form acceptable to the Director; and (iii) documentation of actual construction costs of the Improvements, in a manner and form acceptable to the Director.

“Term” means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2 TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement.

ARTICLE 3 COVENANTS OF COMPANY

3.01 Company Obligations. In consideration of Corporation agreeing to pay Company the Grant in accordance with the terms and conditions of this Agreement, all of the following must occur:

- (a) The Facility must receive a Certificate of Occupancy no later than December 31, 2026;
- (b) Company must make a Capital Investment of no less than \$3,000,000 for the Facility;
- (c) Company must comply with all building codes and other ordinances of the City applicable to the design and construction of the Facility and Improvements; and
- (d) Company must create or retain a minimum of fifty (50) FTEs during the construction of the Facility .

3.02 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the Corporation the full amount of all payments made under Section 4 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Corporation.

ARTICLE 4 GRANT BY CORPORATION

Company may send Payment Requests to the Corporation for the Grant, whereupon the Corporation shall pay the Grant to Company within thirty (30) days subject to the following: (1) Company is in compliance with the terms of this Agreement; (2) Company has fully satisfied the conditions set forth above in Article 3; and (3) the City of Mansfield has inspected and approved the Improvements.

ARTICLE 5 TERMINATION, OFFSET, AND REPAYMENT

5.01 Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by any party, if another party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Corporation, if Company suffers an Event of Bankruptcy or Insolvency;
- (d) upon written notice by Corporation, if any Impositions owed to City become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or
- (e) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City of Mansfield, regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(e), Company shall immediately refund to Corporation an amount equal to the amount of the Grant that have been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest 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 Corporation) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 6 INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE IMPROVEMENTS OR FACILITY. COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 7 ACCESS TO INFORMATION

Upon the Corporation's request, Company agrees to provide the Corporation access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.01 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

8.02 Representations and Warranties. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Company represents and warrants to the Corporation that it will not violate any federal, state or local laws in constructing or operating the Facility, and that the Facility and Improvements shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations of the City of Mansfield.

8.03 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.

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

8.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

8.06 Successors and Assigns.

- (a) Assignment. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of their rights and obligations hereunder only upon prior written approval of the Corporation.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Facility and Improvements, all rights, title, and interests of Company to receive the Grant under this Agreement. Such collateral assignments: (i) shall require the prior written consent of the Corporation, which shall not be unreasonably delayed or withheld, and Corporation agrees to execute such reasonable consent forms as may be required to evidence such consent; (ii) shall require notice to the Corporation together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with the Corporation's legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to the Corporation's board of directors for approval.

8.07 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

COMPANY:	SCSD-Finnell, Ltd. 14114 Dallas Parkway Suite 670 Dallas, Texas 75254 Attn: Cary Albert
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CORPORATION: Mansfield Economic Development Corporation
301 South Main Street
Mansfield, Texas 76063
Attn: Director

With a copy to: Mansfield Economic Development Corporation Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

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

8.09 Applicable Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

8.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.11 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.

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

8.13 Force Majeure. If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster, or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of any party under this Agreement.

8.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

8.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

8.16 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of City for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation, by virtue of its relationship with its authorizing unit, the City of Mansfield, by law, and given to it by the State of Texas as part of the State's sovereignty.

8.17 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

8.18 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

{Signatures on following page}

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Board President

Date: _____

ATTEST:

Board Secretary

SCSD-Finnell
a Texas limited company

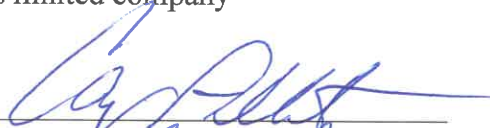

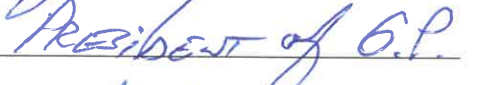

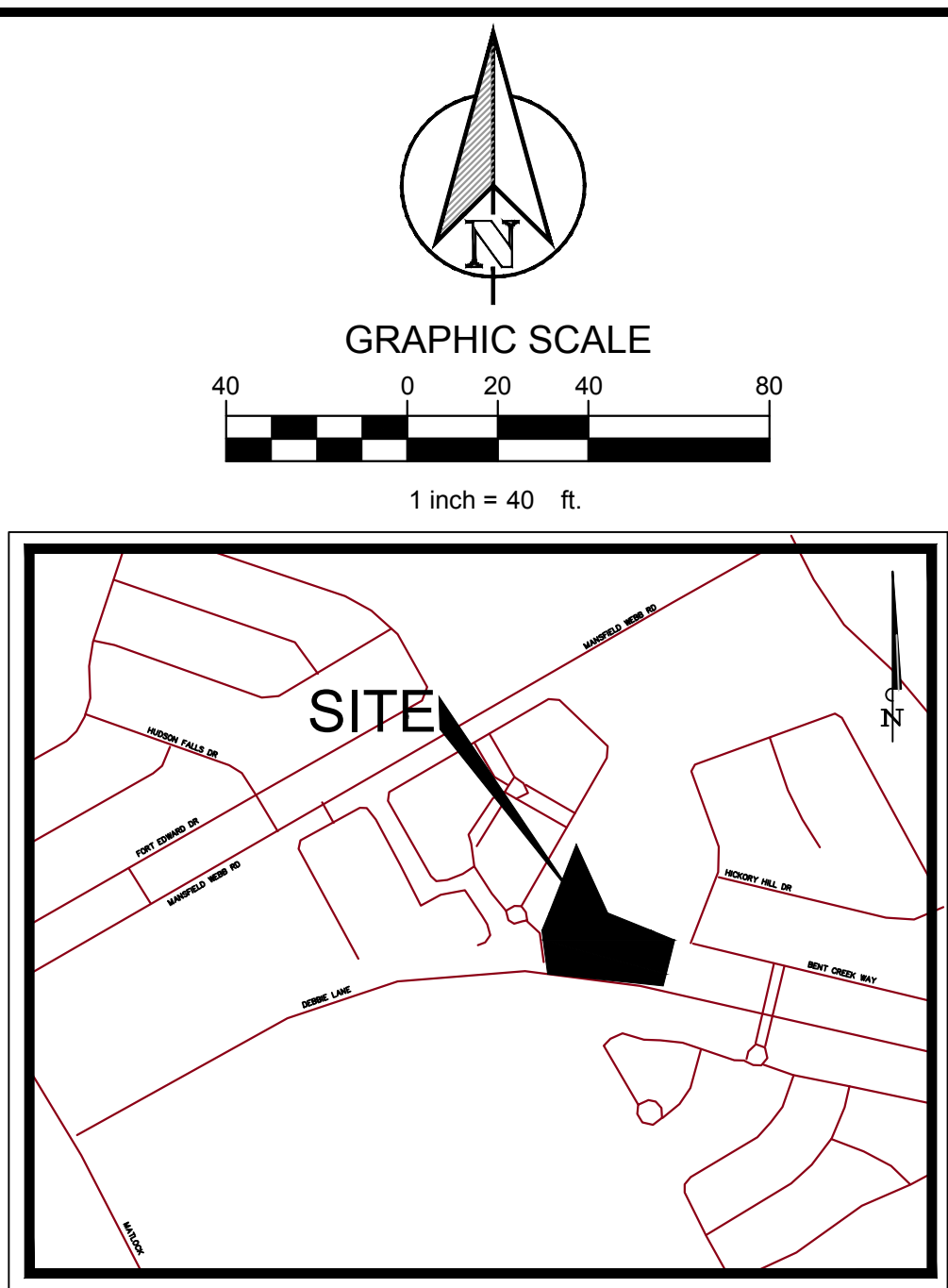
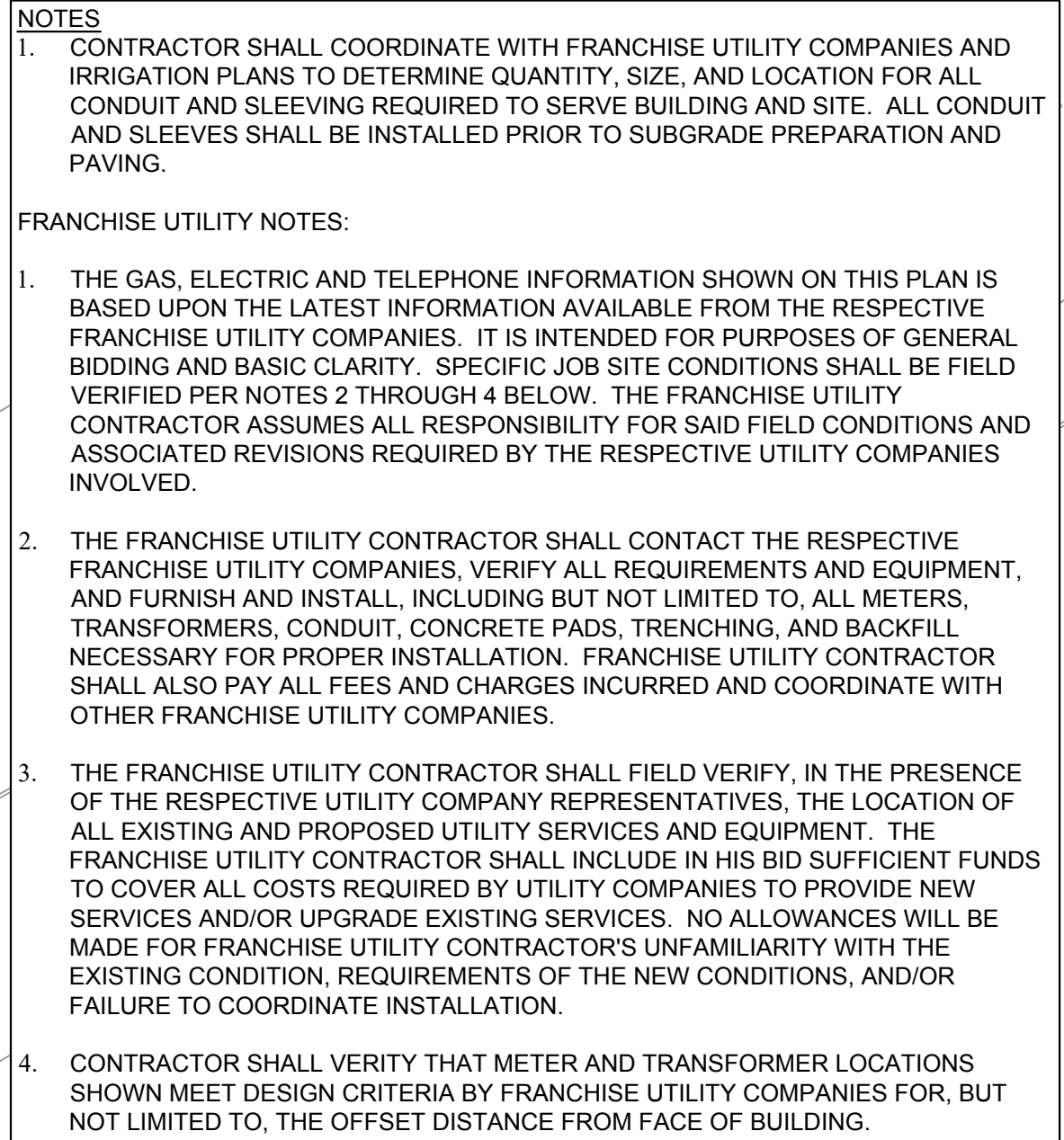






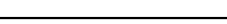

By:  _____
Name:  _____
Title:  _____
Date:  _____

EXHIBIT “A”
Improvements



LEGEND	
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER AND MANHOLE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE AND CLEAN OUT
	PROPOSED COMMUNICATION LINE
	PROPOSED UNDERGROUND ELECTRICAL LINE
	EXISTING OVERHEAD POWER LINE
	PROPOSED STORM DRAIN

TEXAS REGISTRATION #14199

CLAYMOORE

ENGINEERING

PHONE: 817-281-0572
WWW.CLAYMOOREENG.COM

303 CENTRAL DRIVE, SUITE #406
EDFORD, TX 76021

**CARY ALBERT
MANSFIELD, TX**

[illegible]

PRELIMINARY UTILITY PLAN

DESIGN:	LRR
DRAWN:	LRR
CHECKED:	ASD
DATE:	4/15/2024
SHEET	
C-2	
File No.	2024-031

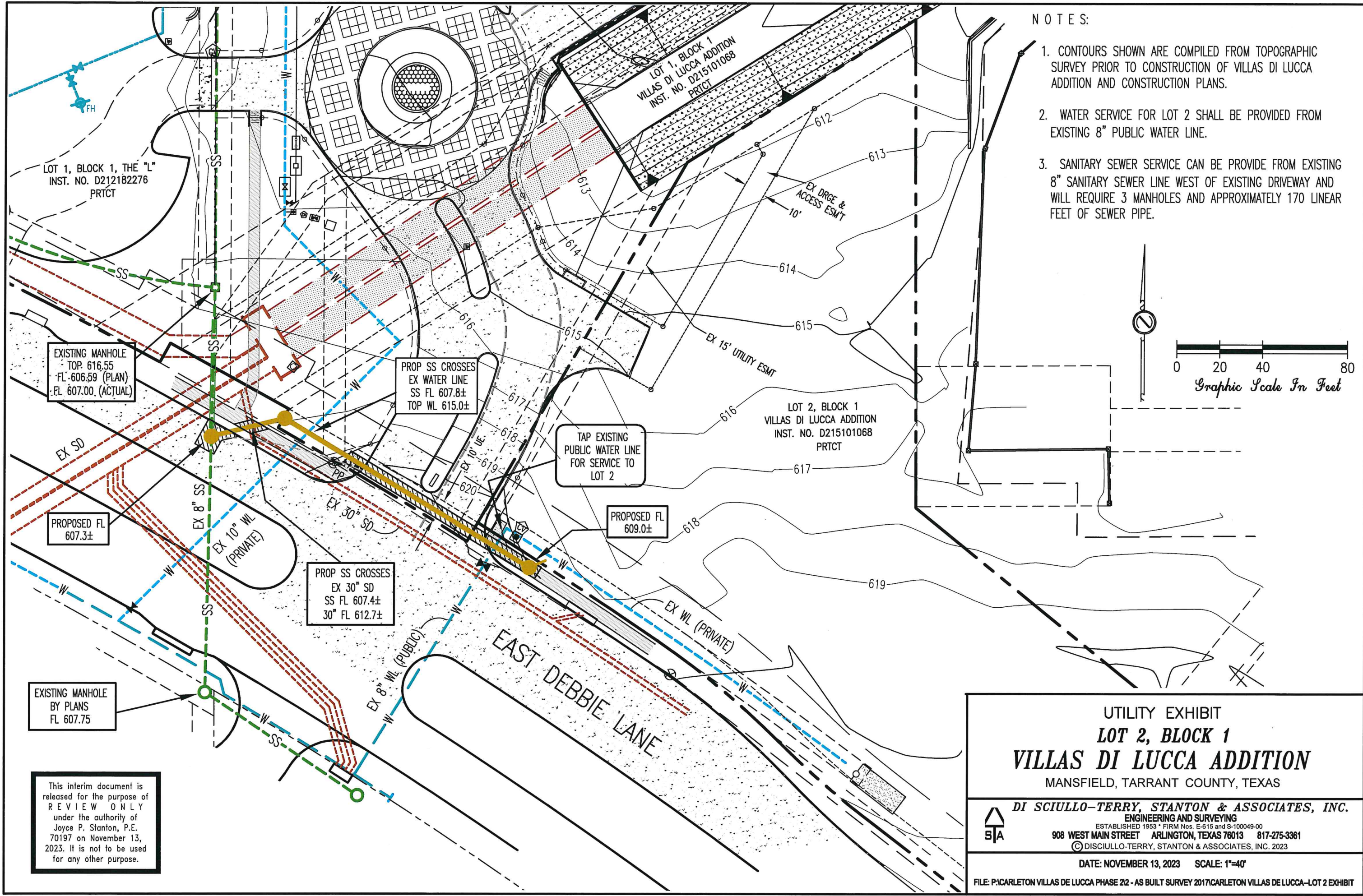
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PLOTTED BY: 4/15/2024 2:25 PM
PLOT DATE: 4/15/2024 2:25 PM
LOCATION: Z:\PROJECTS\PROJECTS\2024-031 ALBERT ENTERPRISES 1741 DEBBIE LN -- RETAIL\CAOD\SHEETS\PRELIM UTILITY PLANDWG
LAST SAVED: 4/15/2024 2:25 PM

PLOTTED BY: CHANCE LACKEY
 PLOT DATE: 4/15/2024 2:25 PM
 LOCATION: Z:\PROJECTS\PROJE
 LAST SAVED: 4/15/2024 2:25 PM

SURVEYOR:
BARTON CHAPA SURVEYING, LLC
3601 NNE LOOP 820
FORT WORTH, TX 76137
FIRM# 10194474
PH. 817.864.1957
CONTACT: JACK BARTON
EMAIL: JACK@BCSDFW.CPM

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DR.
SUITE #406
BEDFORD, TX 76021
PH. 817.281.0572
CONTACT: DREW DONOSKY, PE
EMAIL: DREW@CLAYMOOREENG.COM

DEVELOPER:
SCSD-FINNELL, LTD
14114 DALLAS PARKWAY SUITE #670
DALLAS, TX 75254
PH: 241.483.0400





Canary Construction

802 N Kealy Avenue, Suite 101

Lewisville, TX 75057

469-464-3823 Office

214-549-8738 Cell

Wayne Borstad

wayne@canaryconstruction.com

6/25/2024

AE Contractors, LLC

14114 Dallas Parkway, Suite 670

Dallas, TX 75254

972-754-4495

Attn: Kirk Sharp

ksharp@albertenterprises.com

Albert Retail Sewer Estimate

Debbie Lane

Mansfield, Texas

Item	Description	Quantity	Units	Unit Price	Price Total
Sanitary Sewer Line					
1	6" SDR 35 by Bore with Steel Encasement	200	LF	\$ 347.00	\$ 69,400.00
2	4 Foot Diameter Manhole	1	EA	\$ 6,200.00	\$ 6,200.00
3	Connect to Existing Manhole	1	EA	\$ 2,200.00	\$ 2,200.00
4	Testing	1	LS	\$ 800.00	\$ 800.00
Sanitary Sewer Total					\$ 78,600.00
Job Total					\$ 78,600.00

Exclusions: Staking, Inspection, Impact, Pro-rata, Compaction Testing, Engineering Fees and City and State Permits

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an addition and/or deduction from the proposal. Progress payments to be made no later than 30 days after receiving progress invoice.

* By signing this proposal, you are agreeing that the above prices, specifications and conditions are satisfactory and are hereby accepted. **Canary Construction, Inc.** is authorized to do the work as specified. Payment will be made as outlined above.

*Accepted By: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

Sign: _____

Wayne Borstad

Canary Construction, Inc.

Date: _____