



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, April 6, 2021

5:30 PM

City Hall - Council Chambers

1. **CALL MEETING TO ORDER**

2. **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. Please refrain from "personal criticisms."

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.

3. **APPROVAL OF MINUTES**

[21-3984](#)

Approval of Regular Meeting Minutes for March 2, 2021

Attachments: [MeetingMinutes 3-2-2021.pdf](#)

[21-4012](#)

Approval of Special Meeting Minutes for March 29, 2021

Attachments: [Special Meeting Minutes 3-29-2021.pdf](#)

4. **FINANCIALS**

[21-3996](#)

Presentation of Monthly Financial Report for Period Ending 02/28/2021

Attachments: [MEDC Cash Report 02-28-2021.xlsx](#)

5. **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.

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. Staff Update and Board Discussion Regarding Project 21-12, Proposed Expansion of Existing Industrial Business

2. Staff Update and Board Discussion Regarding Project 21-13, Proposed Medical Office

F. CRITICAL INFRASTRUCTURE

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

6. RECONVENE INTO REGULAR SESSION

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

8. OLD BUSINESS

9. NEW BUSINESS

[21-4003](#)

Staff Report, Board Discussion and Possible Action Regarding Approval Of Exclusive Real Estate Listing Agreement with Jones Lang LaSalle Brokerage, Inc for MEDC Owned Property Near the Corner of Easy Drive and 7th Avenue.

Attachments: [JLL Listing Agreement.pdf](#)

10. **BOARD MEMBER COMMENTS**

11. **STAFF COMMENTS**

12. **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: Thursday, April 1, 2021, 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: 21-3984

Agenda Date: 4/6/2021

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Agenda Number:

Title

Approval of Regular Meeting Minutes for March 2, 2021

Requested Action

Approve Regular Meeting Minutes for March 2, 2021

Recommendation

Approve Regular Meeting Minutes for March 2, 2021

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC



CITY OF MANSFIELD

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301 South Main Street,
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Meeting Minutes

Mansfield Economic Development Corporation

Tuesday, March 2, 2021

5:30 PM

City Hall - Council Chambers

1. CALL MEETING TO ORDER

The meeting was called to order by Larry Klos at 5:30 pm.

Absent 1 - Timothy Schipper

Present 6 - Brian Fuller; Larry Klos; Selim Fiagome; David Godin; William Vivoni and Nicole Zaitoon

2. PUBLIC COMMENTS

There were no comments.

3. APPROVAL OF MINUTES

[21-3951](#)

Approval of Regular Meeting Minutes for February 2, 2021

Brian Fuller made the motion to approve the regular meeting minutes of February 2, 2021. Seconded by Selim Fiagome. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Larry Klos; Selim Fiagome; David Godin; William Vivoni and Nicole Zaitoon

Nay: 0

Absent: 1 - Timothy Schipper

Abstain: 0

4. FINANCIALS

[21-3958](#)

Presentation of Monthly Financial Report for Period Ending 01-31-2021

There were no comments.

5. RECESS INTO EXECUTIVE SESSION

The meeting recessed into executive session at 5:30 pm.

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

1. Staff Update and Board Discussion Regarding Possible Land Sale of MEDC Owned Property in the Mansfield International Business Park

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

1. Staff Update and Board Discussion Regarding Project 21-02, New Spec Warehouse Facility

F. CRITICAL INFRASTRUCTURE

6. RECONVENE INTO REGULAR SESSION

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

The meeting reconvened into regular session at 6:18 pm.

8. OLD BUSINESS

9. NEW BUSINESS

10. BOARD MEMBER COMMENTS

There were no comments.

11. STAFF COMMENTS

There were no comments.

12. ADJOURNMENT

Larry Klos adjourned the meeting at 6:18 pm.

Larry Klos, President



CITY OF MANSFIELD

1200 E. Broad St.
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STAFF REPORT

File Number: 21-4012

Agenda Date: 4/6/2021

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Agenda Number:

Title

Approval of Special Meeting Minutes for March 29, 2021

Requested Action

Approve Special Meeting Minutes for March 29, 2021

Recommendation

Approve Special Meeting Minutes for March 29, 2021

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC



CITY OF MANSFIELD

Economic Development
301 South Main Street,
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Meeting Minutes

Mansfield Economic Development Corporation

Monday, March 29, 2021

4:00 PM

City Hall - Council Chambers

SPECIAL JOINT MEETING WITH CITY COUNCIL

THIS MEETING WILL BE HELD BY VIDEO CONFERENCING. To participate, please register at

https://mansfieldtexas.zoom.us/webinar/register/WN_7ZRQhrqaSJeqDTi79RKZB
g by

4:00 p.m. on Monday, March 29, 2021 or join by telephone at 1-888-788-0099 (Toll Free).

If joining by phone, please provide the Webinar ID number and password below:

Webinar ID: 914-9321-3151

Passcode: 1234567

1. CALL MEETING TO ORDER

The meeting was called to order by Larry Klos at 4:01 pm.

Present 7 - Brian Fuller; Larry Klos; Selim Fiagome; David Godin; William Vivoni; Timothy Schipper and Nicole Zaitoon

2. PUBLIC COMMENTS

There were no comments.

3. JOINT DISCUSSION WITH THE CITY COUNCIL

1. Discussion of the Ernst and Young Labor Market Study

John Rees and Jennifer Burrington presented the Ernst & Young Labor Market Study and answered questions from the City Council and MEDC Board.

4. RECESS INTO EXECUTIVE SESSION

The meeting did not recess into executive session.

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

F. CRITICAL INFRASTRUCTURE

5. RECONVENE INTO REGULAR SESSION

6. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

7. BOARD AND COUNCIL MEMBER COMMENTS

There were no comments.

8. STAFF COMMENTS

There were no comments.

9. ADJOURNMENT

Larry Klos adjourned the meeting at 5:17 pm.

Larry Klos, President



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STAFF REPORT

File Number: 21-3996

Agenda Date: 4/6/2021

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Agenda Number:

Title

Presentation of Monthly Financial Report for Period Ending 02/28/2021

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Financial Report for Period Ending 02/28/2021

Justification

N/A

Funding Source

4A

Prepared By

Richard Nevins, Director Economic Development, 817-728-3652

Mansfield Economic Development Corporation
Period Ending February 28, 2021

Beginning Cash Balance 2-01-2021 **\$12,397,992**

Revenue:

| | |
|------------------------------|------------------|
| Sales Tax Revenue | \$556,192 |
| Interest Income | <u>\$0</u> |
| Sale of MIBP Land | <u>\$0</u> |
| Total Monthly Revenue | \$556,192 |

Adjusted Cash Balance **\$12,954,184**

Operating Expenses:

| | |
|-------------------------------------|-----------------|
| Administration | \$50,272 |
| Promotions | \$2,550 |
| Retention | \$0 |
| Workforce Development | <u>\$0</u> |
| Total Operating Expenditures | \$52,822 |

Debt Expense

Debt Service Payment **\$0**

Project Expenditures:

| | |
|------------------|--------------|
| Kimball Property | <u>\$146</u> |
| | \$146 |

Total Monthly Expenditures **\$52,968**

Ending Cash Balance 1-31-2021 **\$12,901,216**

Proceeds From Bond Sale - Remaining Balance \$948,822

MIBP Construction \$5,000

Remaining Proceeds From Bond Sale **\$943,822**

Total Cash **\$13,845,038**

Debt Expense

New Annual Total Debt Service - FY21 **\$2,663,484**

(January and August)

Remaining Principal Debt Balance **\$23,430,000**



CITY OF MANSFIELD

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STAFF REPORT

File Number: 21-4003

Agenda Date: 4/6/2021

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Staff Report, Board Discussion and Possible Action Regarding Approval Of Exclusive Real Estate Listing Agreement with Jones Lang LaSalle Brokerage, Inc for MEDC Owned Property Near the Corner of Easy Drive and 7th Avenue.

Requested Action

Approval of the Exclusive Real Estate Listing Agreement with Jones Lang LaSalle Brokerage, Inc for MEDC owned property Near the Corner of Easy Drive and 7th Avenue

Recommendation

Approval of the Exclusive Real Estate Listing Agreement with Jones Lang LaSalle Brokerage, Inc for MEDC owned property Near the Corner of Easy Drive and 7th Avenue

Description/History

Following the announcement of the Amazon project locating on the southern tract of the MEDC property commonly referred to as the Mansfield International Business Park, numerous offers were received from a variety of industrial developers wanting to purchase the remaining land on the north side of Klein Tools Blvd at the corner of Easy Drive and 7th Avenue. These developers wanted to construct large speculative industrial warehouses. These offers were not accepted as the City would prefer to attract a different use with a larger economic impact to the community. Staff believes the best approach is to engage a national broker to market and sell the land for a different type of industrial use. Staff interviewed five different brokers and believes Jones Lang LaSalle will provide MEDC with the best opportunity for success.

Justification

Enlisting JLL to market the site using their global resources will provide a more targeted approach to attracting the desired type of investment for this property.

Funding Source

4A

Prepared By

Richard Nevins, Director Economic Development, 817-728-3652



EXCLUSIVE LISTING AGREEMENT

THIS EXCLUSIVE LISTING AGREEMENT (the “Agreement”), is entered into on the ___ day of April, 2021 (the “Effective Date”) between **Mansfield Economic Development Corporation**, hereinafter called “Client” or “Seller”, and **Jones Lang LaSalle Brokerage, Inc.** hereinafter called “Agent”.

Recitals

WHEREAS, Client is the owner of that certain property having an address of SE & SW Corner of Easy Drive and 7th Ave., Mansfield, TX 76063, and containing approximately 71 Acres, all as more particularly described as ABST 903 TR 2, 4 J Q WHEELER and an address of 1300 S 7th Avenue, Mansfield, TX 76063, and containing approximately 7 Acres as described as ABST 791 TR 2 W M STILES, as shown in Exhibit A (collectively the “Property”); and

WHEREAS, Client wishes to engage Agent to act as Client’s exclusive agent to sell the Property; and

WHEREAS, Agent is a Real Estate Broker duly licensed under the laws of the State of Texas; and

WHEREAS, Agent desires to be appointed the exclusive selling agent of Client and to receive Client’s exclusive right to sell the Property.

In consideration of the mutual covenants and agreements set forth below, Client and Agent agree as follows:

1. **APPOINTMENT OF AGENT.** Client hereby appoints Agent as its exclusive agent for the purpose of selling the Property.
2. **ACCEPTANCE OF APPOINTMENT.** Agent hereby accepts the appointment, as exclusive Agent for the selling of the Property, and in consideration of such appointment hereby agrees that it shall use reasonable efforts to sell the Property, in accordance with the terms and conditions of this Agreement. Agent agrees to perform the services set forth on the attached Schedule “A”.
3. **TERM.** This Agreement shall commence on April 7, 2021 and will terminate April 7, 2023, subject to Client’s continuing obligation to pay Agent a commission as herein provided. It is agreed and understood that after the first nine (9) months of the term, this Agreement may be terminated by either party hereto, with or without cause, by sixty (60) days prior written notice from the party electing to invoke such early termination to the other party.
4. **PROPERTY INFORMATION.** In connection with any sale of the Property by Client, Client agrees to disclose to Agent and to prospective buyers any and all information which Client has in its possession regarding (i) the Property’s present and future zoning, (ii) environmental matters affecting the Property (including, but not limited to, the presence of asbestos, other toxic, hazardous or contaminated materials, and underground storage tanks in, on or about the Premises), and (iii) the condition of the Property (including but not limited to structural, mechanical and soils conditions). Additionally, Client shall provide all documentation available for the Property including, but not limited to, deeds, easements, surveys, plats, architectural plans, MEP drawings, and an inventory list of any furniture, fixtures or equipment to be included as part of the disposition. Agent is authorized to disclose any such information disclosed to it by Client to prospective buyers.
5. **MARKETING MATERIAL.** Agent shall obtain the City of Mansfield’s Economic Development Director’s approval of all marketing materials regarding the Property prior to the time that Agent distributes same.

6. **REFERRAL OF INQUIRIES.** During the term of this Agreement, Client shall promptly refer to Agent any and all parties who make inquiries to Client regarding the Property, or otherwise express an interest of any kind in the Property, or any part thereof.
7. **PURCHASE AND SALE AGREEMENT PREPARATION AND APPROVAL.** Legal expenses incurred in connection with the negotiation, preparation and execution of any purchase and sale or similar agreement shall be at the sole cost of the Client. Agent shall not incur any such legal expenses without the consent of Client's board of directors. Any purchase and sale agreement, and modifications and extensions thereof, together with the identity and creditworthiness of any prospective purchaser, must be approved by Client. Agent has no authority to and cannot sell or otherwise bind Client or the Property.
8. **COMMISSIONS.** Client shall pay to Agent, and Agent shall accept as compensation for its services in connection with the sale of the Property, a commission to be calculated and payable as set forth in the attached Schedule "A."
9. **REGISTRATION POLICY.** Client and Agent shall only accept registration of a prospective purchaser by a cooperating broker by either (i) receipt of a letter of exclusive representation on the prospective purchaser's letterhead; or (ii) participating in a personal meeting with the prospective purchaser and the cooperating broker. Phone registrations or other verbal registrations will not be accepted or protected. Client reserves the right at any time to require from the cooperating broker a letter executed by the prospective purchaser to the effect that the cooperating broker is still the prospective purchaser's broker. A cooperating broker must be actively involved in all negotiations on behalf of a prospective purchaser in order to be eligible to receive a commission. A cooperating broker is any broker/agent other than **George Curry and/or David Berzina** (i.e., a cooperating broker may include other brokers of Agent or its affiliates representing a prospective purchaser).
10. **PROSPECT PROTECTION.** Within 15 days following the termination of this Agreement, Agent shall furnish to Client a list of all prospective purchasers with respect to which Agent, as of the time of termination, has been having negotiations for the purchase of all or any portion of the Property. If within 180 days thereafter, Client or Client's successors or assigns, consummates a sale with any such listed party, or negotiations continue, resume or commence with any such listed party during such 180-day period and thereafter consummates a sale with any such listed party, Client shall pay to Agent a commission in accordance with the commission schedule attached as Schedule A. However, if within such 15-day period Agent has failed to furnish to Client the name(s) of such parties, no commission shall be payable to Agent.
11. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages; and, in no event shall Agent's liability to Client exceed the fees paid to Agent pursuant to this Agreement. Notwithstanding the foregoing, the parties agree that Client's waiver and limitation of damages against Agent apply only to a breach of contract cause of action and do not apply to any common law or statutory causes of action brought by Client against Agent.
12. **BROKER'S LIEN.** Pursuant to Chapter 62 of the Texas Property Code, notice is hereby given to Client that Agent has or may have a right to claim a lien on the Property to secure payment of the commissions due under this Agreement.
13. **NO ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the parties; provided, however, that Agent shall not assign or transfer this Agreement, without the prior written consent of Client. Agent shall not be precluded from assigning its rights to receive payment of any commissions which become payable hereunder.

- 14. GOVERNING LAW.** 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. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Johnson County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement.
- 15. ATTORNEYS' FEES.** If either Client or Agent brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, or trial or appeal, shall be entitled to his reasonable attorneys' fees to be paid by the losing party as fixed by the Court.
- 16. INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to Client or Agent and not paid when due shall bear interest at the lesser of the maximum rate of interest permitted by applicable law or the prime rate charged by Bank of America from the date due until paid.
- 17. ENTIRE AGREEMENT.** This Agreement constitutes the entire and sole agreement between the Parties concerning the transaction described herein and supersedes any prior agreements, negotiations, understandings or other matters, whether oral or written, with respect thereto. No oral statements not specifically incorporated herein shall be of any force or effect. No variation, modification, or alteration of the terms hereof shall be binding upon any party hereto unless set forth in an express and formal amendment document executed by all parties hereto.
- 18. SCHEDULES.** The schedules attached to this Agreement are incorporated herein under this reference as though fully set out herein for all purposes.
- 19. NOTICES.** Any notice, demand or communication required or permitted under this Agreement shall be in writing and shall be sent by an independent, regionally or nationally recognized courier service which provides written proof of such delivery or shall be mailed by registered or certified mail, postage prepaid, return receipt requested, addressed in either such event to the following addresses, or to such other address as either party hereafter may designate by written notice:

If to Client, addressed to:
 Mansfield Economic Development Corp
301 S Main St.
Mansfield, TX 76063
 Attention: Richard Nevins

If to Agent, addressed to:
 Jones Lang LaSalle Brokerage, Inc.
201 Main St., Suite 500
Fort Worth, TX 76102
 Attention: George Curry and/or David Berzina

With a copy to:
 Jones Lang LaSalle
 200 E. Randolph
 Chicago, IL 60601
 Attention: General Counsel

20. **SURVIVAL.** Client's obligation to pay Agent commissions due hereunder shall survive termination of the Agreement by either party hereto.

21. **COUNTERPARTS.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

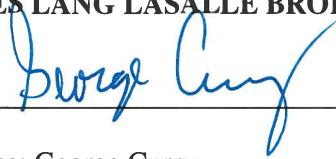
CLIENT:
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: Owner _____

AGENT:
JONES LANG LASALLE BROKERAGE, INC.

By:  _____

Name: George Curry _____

Title: Managing Director _____

Exhibit A

Property



SCHEDULE "A"

A. Sale:

Compensation for the disposition engagement is anticipated to be paid by Client as the seller.

| | |
|-----------------|--|
| Sale | 6% of the Gross Sales Price |
| Donation | 6% of the Market Value* |
| Price Reduction | 6% of the Gross Sales Price of the Reduced Property Value* |

The commission rates set forth herein are applicable to the gross sales price or gross market value received by Client, which means the total consideration received by Client from the purchaser for the sale of the Property pursuant to the purchase and sale agreement, including any amount of purchase financing or discount that Client may provide to the purchaser.

B. Time of Payment. The commission shall be paid to Agent upon the closing of the sale of the Property and shall be paid to Agent from the proceeds of such sale.

*As an example: Acme Widget wants to engage in a transaction for all or a portion of the land. Client also wants to engage in a transaction with Acme Widget. As an incentive for Acme to locate at this property, the Client offers the land at 50% of market value. In this example, if the market value were determined by the Client and Agent to be \$3.50 per sq. foot and the Client offered to sell for \$1.75 per sq. foot then the Agent would be compensated based on the \$3.50 psf market price. This would be the same for any land donated by the Client. In the example above, if Client donated the land for \$0.00 but the value of the land at the time of the donation was \$3.50 psf then the Agent would be compensated based on the \$3.50 psf market price.