



# CITY OF MANSFIELD

Economic Development  
301 South Main Street,  
Suite 100  
Mansfield, TX 76063  
[www.mansfield-texas.com](http://www.mansfield-texas.com)

## Meeting Agenda

### Mansfield Economic Development Corporation

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Tuesday, August 2, 2016

5:30 PM

MEDC - Conference Room

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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**

[16-1966](#)

Approval of Regular Meeting Minutes for July 5, 2016

**Attachments:** [MeetingMinutes July 5 2016.pdf](#)

4. **FINANCIALS**

[16-1958](#)

Presentation of Monthly Financial Report for Period Ending June 30, 2016

**Attachments:** [MEDC Cash Report 6-30-2016 .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. Economic Development Project Update

**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**

[16-1967](#) Assignment of Agreement with Backyard Come as You Are

**Attachments:** [Backyard Assignment Letter 7-12-16.pdf](#)

[Consent to Assignment MEDC.pdf](#)

[Backyard EDA SIGNED.pdf](#)

**9. NEW BUSINESS**

[16-1960](#) Possible Action To Authorize Funding For Drainage Channel Improvements for MEDC Property on 2nd Avenue

Attachments: [Drainage Channel 2nd Ave Exhibit.pdf](#)

[Crook 2nd Ave OPPC.pdf](#)

[16-1970](#)

Staff Update AMC Warehouse Term Sheet

Attachments: [FINAL AMC term sheet 06-20-2016.pdf](#)

10. **BOARD MEMBER COMMENTS**

11. **STAFF COMMENTS**

[16-1968](#)

MEDC Quarterly Report Presented to City Council on July 11, 2016

Attachments: [MEDC Quarterly Report 07-11-2016.docx](#)

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: Friday, July 29, 2016, 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 East. Broad St.  
Mansfield, TX 76063  
mansfieldtexas.gov

## STAFF REPORT

File Number: 16-1966

**Agenda Date:** 8/2/2016

**Version:** 1

**Status:** Approval of Minutes

**In Control:** Mansfield Economic Development Corporation

**File Type:** Meeting Minutes

**Title**

Approval of Regular Meeting Minutes for July 5, 2016

**Requested Action**

N/A

**Recommendation**

N/A

**Description/History**

N/A

**Justification**

N/A

**Funding Source**

N/A

**Prepared By**

Laurie Fleiner, MEDC

## Meeting Minutes

### Mansfield Economic Development Corporation

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Tuesday, July 5, 2016

5:30 PM

MEDC Office - 301 S. Main St.

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#### 1. CALL MEETING TO ORDER

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

**Absent** 2 - John Phillips and Tim Walker

**Present** 5 - Brian Fuller; Larry Klos; Robert Putman; Randy Hamilton and Selim Fiagome

#### 2. PUBLIC COMMENTS

*There were no comments.*

#### 3. APPROVAL OF MINUTES

[16-1905](#)

Approval of Regular Meeting Minutes for June 7, 2016

**A motion was made by Brian Fuller to approve the regular meeting minutes of June 7, 2016. Seconded by Selim Fiagome. The motion carried by the following vote:**

**Aye:** 5 - Brian Fuller; Larry Klos; Robert Putman; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 2 - John Phillips and Tim Walker

**Abstain:** 0

#### 4. FINANCIALS

[16-1895](#)

Presentation of Monthly Financial Report for Period Ending May 31, 2016

*There were no comments.*

#### 5. RECESS INTO EXECUTIVE SESSION

*The meeting recessed into executive session at 5:31 PM.*

**Absent** 1 - Tim Walker

**Present** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**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**

- a. Possible purchase /exchange of certain properties for future development
- b. Purchase of Project 16-07, a 10.742 AC tract in the industrial community
- c. Sale of Project 16-11, a 12.39 AC tract on Heritage Parkway
- d. Purchase of Project 16-10
- e. Purchase of Project 16-16, an approximately 17 AC tract of land in the industrial area.

**C. PERSONNEL MATTERS**

**D. SECURITY DEVICES**

**E. ECONOMIC DEVELOPMENT**

1. Project 16-09, an existing manufacturing expansion
2. Staff update, board discussion, and possible action on Project 16-12
3. File 16-1911 Staff Report, Board Discussion and Possible Action Regarding Request for Extension for Hoffman Cabinets
4. Economic Development Project Update

**F. CRITICAL INFRASTRUCTURE**

**6. RECONVENE INTO REGULAR SESSION**

*The meeting reconvened into regular session at 7:00 PM.*

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

**Brian Fuller made the motion to approve funds for Project 16-09 not to exceed \$300,000 for infrastructure items. Seconded by Selim Fiagome. Motion carried by the following vote:**

**Aye:** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker

**Abstain:** 0

**Brian Fuller made the motion to approve Project 16-12 reallocation for reimburseable expenses not to exceed \$400,000 with the following breakdown: not to exceed \$70,000 for sanitary sewer, not to exceed \$55,000 for eastern channel, not to exceed \$200,000 for northern channel, and not to exceed \$175,000 for mitigation credits for a total reimbursement not to exceed \$400,000. Seconded by John Phillips. Motion carried by the following vote:**

**Aye:** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker

**Abstain:** 0

**Larry Klos made the motion to direct staff to move forward with acquisition of Project 16-10 not to exceed \$425,000. Seconded by Brian Fuller. Motion carried by the following vote:**

**Aye:** 5 - Brian Fuller; Larry Klos; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker

**Abstain:** 1 - Robert Putman

Larry Klos made the motion to approve File 16-1911 request for extension of existing economic development agreement for fire lane installation to March 31, 2020.

**Aye:** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker

**Abstain:** 0

## 8. OLD BUSINESS

### 16-1863

Staff Report, Board Discussion and Possible Action on Request From Kroger to Consider Amendment to Economic Development Agreement

**Larry Klos made the motion to approve File 16-1863 in the amount not to exceed \$44,100 of the original incentive. Seconded by Selim Fiagome. The motion carried by the following vote:**

**Aye:** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker

**Abstain:** 0

### 16-1911

Staff Report, Board Discussion and Possible Action Regarding Request for Extension for Hoffman Cabinets

*Action taken during "Take Action Pursuant to Executive Session"*

## 9. NEW BUSINESS

### 16-1907

Staff Report, Board Discussion and Possible Action Regarding Funding For Design and Engineering Services for Regency Pkwy

**Brian Fuller made the motion to approve Project 16-1907 to authorize staff to allocate funding for design and engineering services for Regency Parkway in the amount not to exceed \$100,000. Seconded by Larry Klos. The motion carried by the following vote:**

**Aye:** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker



**Abstain:** 0

[16-1908](#)

Staff Report, Board Discussion and Possible Action Regarding Funding For Design and Engineering Services for Broad Street

**Larry Klos made the motion to approve Project 16-1908 request to fund the design of Broad Street in the amount not to exceed \$500,000. Seconded by Brian Fuller. Motion carried by the following vote:**

**Aye:** 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and Selim Fiagome

**Nay:** 0

**Absent:** 1 - Tim Walker

**Abstain:** 0

**10. BOARD MEMBER COMMENTS**

*There were no comments.*

**11. STAFF COMMENTS**

*There were no comments.*

**12. ADJOURNMENT**

*Larry Klos adjourned the meeting at 7:12 PM.*

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**Attest: Larry Klos, President**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 16-1958

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**Agenda Date:** 8/2/2016

**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 June 30,2016

**Requested Action**

Information only

**Recommendation**

Information only

**Description/History**

Presentation of Monthly Financial Report for Period Ending June 30,2016

**Justification**

N/A

**Funding Source**

N/A

**Prepared By**

Richard Nevins, Assistant Director, MEDC

**Mansfield Economic Development Corporation**  
**Period Ending June 30, 2016**

Beginning Cash Balance 6-01-2016 **\$8,747,251**

**Revenue:**

Sales Tax Revenue	\$397,000
Oil and Gas Royalties	\$0
Interest Income	\$1,625
Misc Income	<u>\$6,029</u>
<b>Total Monthly Revenue</b>	<b>\$404,654</b>

Adjusted Cash Balance **\$9,151,905**

**Operating Expenses:**

Administration	\$73,397
Promotion	\$9,249
Retention	\$0
Workforce Development	<u>\$1,632</u>
<b>Total Operating Expenditures</b>	<b>\$84,278</b>

**Debt Expense**

**Debt Service Payment (Principal & Interest) **\$0****

**Project Expenditures:**

American National Bank	\$53,341
South Mitchell Road	<u>\$0</u>
<b>Total Project Expenditures</b>	<b>\$53,341</b>

Total Monthly Expenditures **\$137,619**

Ending Cash Balance 6-30-2016 **\$9,014,286**

	Projected FY15-16 Expenditure	Future Years Expenditure
<b>Kroger Expansion</b>	\$70,000	
<i>Project complete - pending payment</i>		
<b>Mouser Electronics</b>	\$325,000	\$325,000
<i>Project under construction</i>		
<b>SJJH Mansfield, LLC (Mansfield Market Centre)</b>	\$86,494	
<i>Project under construction</i>		
<b>Antler Drive Engineering</b>	\$25,536	
<i>In progress</i>		
<b>Carlos Coll Spec Building Project</b>	\$275,000	
<i>Project under construction</i>		
<b>American National Bank</b>	\$71,659	
<i>Project complete - pending payment</i>		
<b>PCX Expansion</b>	\$0	\$200,000
<i>Project complete</i>		
<b>GKA Estate Holdings</b>	\$101,000	
<i>Project under construction</i>		
<b>REL Enterprises, LLC</b>	\$40,000	
<i>Project pending</i>		
<b>Mexus Plastics, LLC</b>	\$20,000	
<i>Project pending</i>		
<b>Nationwide Construction</b>	\$150,000	
<i>Project pending</i>		
<b>Southern Champion Tray</b>		\$910,000

<i>Project pending</i>		
<b>Mouser Way</b>	\$400,000	
<i>Project pending</i>		
<b>Shops at Broad Street Drainage</b>		\$82,120
<i>Project pending</i>		
<b>Hightower Salons</b>	\$50,000	
<i>Project pending</i>		
<b>MR Development / Downtown Restaurants</b>		\$143,000
<i>Project pending</i>		
<b>NT Window</b>		\$1,200,000
<i>Pending City Council approval</i>		
<b>Peyco 102 Sentry Drive</b>	\$100,000	
<i>Project pending</i>		
<b>John T. Evans</b>	\$215,000	
<i>Under Construction</i>		
<b>AMC Warehouse</b>		\$1,650,000
<i>Project pending</i>		
<b>Heritage Parkway Partners</b>		\$400,000
<i>Project pending</i>		
<b>Antler Drive Construction</b>		\$1,500,000
<i>Project pending</i>		
<b>Bway Expansion</b>		\$220,000
<i>Project pending</i>		
<b>FTI / Wika</b>		\$300,000
<i>Pending City Council approval</i>		
<b>Regency Parkway Engineering / Design</b>		\$100,000
<i>Project pending</i>		
<b>Broad Street Improvements Design</b>		\$500,000
<i>Project pending</i>		
<b>Klein Tools Infrastructure</b>	\$629,665	
<i>Project under construction</i>		
<b>Klein Tools Impact Fees</b>		\$517,878
<i>In progress</i>		
<b>Klein Tools Incentive Payment</b>	<u>\$0</u>	<u>\$500,000</u>
Total Outstanding Project Commitments	\$2,702,354	\$8,404,998

Adjusted Cash Balance After Outstanding Project  
Commitments for FY15-16

**\$6,311,932**

#### Debt Expense

**New Annual Total Debt Service** **\$1,202,454**  
(January and August)

**New Bond Debt Balance Remaining** **\$10,365,000**

**MEDC Bond Fund Balance 6/01/2016** **\$143,526**

\$0

Mitchell Road Construction \$131,969

\$0

**MEDC Bond Fund Balance 6/31/2016** **\$11,557**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 16-1967

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**Agenda Date:** 8/2/2016

**Version:** 1

**Status:** Old Business

**In Control:** Mansfield Economic Development Corporation

**File Type:** Discussion Item

### Title

Assignment of Agreement with Backyard Come as You Are

### Requested Action

Assign reimbursement of actual expenses to Mansfield Community Bank

### Recommendation

Approve assignment

### Description/History

In April 2016, the MEDC Board, Parks Facilities Board and City Council entered into agreements with Backyard Come as You Are to reimburse certain costs incurred in the construction of the restaurant complex in Historic Mansfield. The principal has requested that assignments of the agreements to Mansfield Community Bank be approved.

### Justification

### Funding Source

### Prepared By

Scott Welmaker, Mansfield Economic Development Corp.

**Mansfield  
Community  
Bank**

A Branch of Woodhaven National Bank

1700 E. Broad Street  
Mansfield, TX 76063  
T: 817-473-5979  
F: 817-473-5978

July 12, 2016

Kim McCaslin  
Backyard come At You Are, LP  
100 N. Mitchell Rd  
Mansfield, Texas 76063

Re: Assignment of Performance Agreements between the City of Mansfield, the Mansfield Economic Development Corporation, and the Mansfield Parks Department and Backyard Come As You Are, LP

Dear Ms. McCaslin,

Mansfield Community Bank requires an assignment of each Performance Agreement described above as a condition of our loan to Backyard Come As You Are, LP. The reason is an Assignment to the Bank allows us to exercise the Performance Agreements in the event something hinders your ability to complete the construction of the proposed project located at 109 S. Main St., Mansfield, Texas. By assigning these Performance Agreements, the bank, in effect, "steps into your shoes" and completes the project as presented and approved by the bank on May 11, 2016. The inclusion of these Performance Agreements as part of your loan approval is important to insure the completion of the project. Please contact me if you would like to discuss further the purpose of these Assignments.

Many thanks,



Chuck Wilson  
Executive Vice President  
Mansfield community Bank

## CONSENT TO ASSIGNMENT

The Mansfield Economic Development Corporation is a party to that certain Economic Development and Performance Agreement between Mansfield Economic Development Corporation and Back Yard Come as You Are, LP ("Agreement") to the Property (the "Property") described therein.

Paragraph 9.f. of the Agreement provides, in part, that Back Yard Come as You Are, LP may assign all or parts of its respective rights and obligations under the Agreement only upon prior written approval of the Mansfield Economic Development Corporation

The Mansfield Economic Development Corporation is informed that Woodhaven National Bank, N.A. intends to loan money to Back Yard Come as You Are, LP for purchase of and construction of improvements on the Property. As a condition to such loan, Woodhaven National Bank, N.A. requires that Back Yard Come as You Are, LP collaterally assign its rights and obligations under the Agreement to Woodhaven National Bank, N.A.

The Mansfield Economic Development Corporation hereby gives its prior written consent, in accordance with Paragraph 11.f. of the Agreement, to Back Yard Come as You Are, LP making a collateral assignment of its rights and obligations under the Agreement to Woodhaven National Bank, N.A. in connection with one or more loans to Back Yard Come as you Go, LP secured by the Property, including any renewal, extension or modification of such loan or loans.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Mansfield Economic Development  
Corporation

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE  
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND  
BACKYARD COME AS YOU ARE, LP**

This Economic Development Agreement ("Agreement") is made and entered into by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (the "Act"), and Backyard Come As You Are, LP, a Texas limited partnership ("MR"), for the purposes and considerations stated below:

**RECITALS:**

1. MR owns or will own the property located at 109 S. Main Street, Mansfield, Texas 76063, within the corporate limits of the City of Mansfield ("City") (hereafter referred to as the "Property") as depicted on Exhibit "A", where it will construct or cause the construction of the Improvements.

2. MR intends to make a new Capital Investment in the Property of at least Two Million Seven Hundred and Ten Thousand Dollars (\$2,710,000.00) to construct the Improvements and related infrastructure.

3. The Corporation has determined and found that the requested grant will be used to fund a "project" as defined in Section 501.103 of the Act; specifically, that the expenditure of the Corporation will be used to pay for drainage infrastructure to serve the Improvements.

4. The Corporation, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to the City as a result of MR's capital investment in the Property, desires to have MR make the capital investment in the Property. This project will increase the taxable value of the Property and will directly result in the creation of jobs on the Property and will indirectly result in the creation of additional jobs throughout the City. As a consequence, the value of the benefits of the Project (as defined herein) will substantially outweigh the amount of expenditures required of the Corporation under this Agreement.

5. The Corporation, to encourage the development and operation of the Property, to encourage new business in the historic downtown area and to obtain the benefits stated in this Agreement, desires to participate in the funding of the cost of certain Improvements (hereinafter defined) which are necessary in order for MR to make the capital investment in the Property and to construct the Improvements as hereinafter set forth, which will aid and promote economic development in the City.

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:



1. **Authorization.**

This Agreement is authorized by the Act.

2. **Definitions.**

CAPITAL INVESTMENT means the actual cost incurred related to the renovation and expansion of the Improvements and related infrastructure, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and inspection fees, and business personal property and equipment located on the Property after the date of this Agreement that are subject to ad valorem taxes. It does not include insurance costs, marketing costs or any interest paid to finance the cost of Capital Investment.

CERTIFICATE OF OCCUPANCY means the document issued by the City of Mansfield for the Restaurants (whether one or more) certifying the building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupying.

CITY means the City of Mansfield, Texas.

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 without regard to whether individuals in those positions are the same as those in previous counts.

IMPROVEMENTS means the construction of the Restaurants on the Property as depicted on Exhibit "B".

IMPROVEMENT COSTS means the Capital Investment by MR for the Improvements.

MR has the meaning set forth in the Recitals.

PAYMENT means the payment made by the Corporation to MR under the terms and conditions of this Agreement.

PROJECT means the payment by the Corporation to MR of \$143,000.00 for drainage infrastructure to serve the Improvements as depicted on Exhibit "C".

PROPERTY has the meaning set forth in the Recitals.

RESTAURANTS means three restaurants located on the Property to include Twisted Root, Quincy's Chicken Shack and one other restaurant yet to be determined as of the Effective Date of this Agreement.

**3. Term.**

This Agreement shall be effective as of the date of execution of all parties and will continue to be in force and effect until December 31, 2021 or until the final Payment is made, unless terminated earlier under the terms of this Agreement.

**4. Covenants of MR.**

a. In consideration of Corporation agreeing to pay MR monies in accordance with the terms and conditions of this Agreement, MR agrees to:

- (1) Make a total new Capital Investment for the Improvements and related infrastructure on or before September 1, 2017 in an amount of no less than Two Million Seven Hundred and Ten Thousand Dollars (\$2,710,000.00).
- (2) Commence construction of the Improvements and related infrastructure no later than ninety (90) days after approval of appropriate zoning by the City.
- (3) Obtain a Certificate of Occupancy for all three of the Restaurants no later than September 1, 2017 with the Restaurants open for business within twenty (20) days of that date;
- (4) Create approximately forty (40) FTE jobs by September 1, 2017 and retain them for the Term of this Agreement.
- (5) Render the Property and the Improvements to the Tarrant County Appraisal District and remain current on all ad valorem taxes for the Term of this Agreement;
- (6) Provide paid invoices, lien waivers from first-tier contractors and lower-tier contractors with contracts in excess of \$25,000.00, and an all bills paid affidavit from the general contractor to the Corporation for the Capital Investment in a manner reasonably acceptable to the City; and
- (7) Operate or cause to be operated the Restaurants for the term of this Agreement, or if any one or more restaurants close, use good faith efforts to re-lease the space to another restaurant or user within 180 days of closure. Should a Restaurant be closed for more than 180 days without a new tenant acceptable to the

Corporation in its reasonable discretion, MR shall be in breach of this Agreement.

b. Should MR fail to comply with any term of this Agreement, MR shall have thirty (30) days after written notice from the Corporation to come into compliance. If the noncompliance is not cured within that period, or an agreement on a time frame to come into compliance is not reached with the Corporation, MR will forfeit its right to reimbursement by the Corporation. The City and MR agree that if MR is unable to deliver the Private Improvements to the operator of the Restaurants by January 1, 2017, the deadlines for obtaining a certificate of occupancy and opening of the Restaurants will be extended on a day-for-day basis without triggering a default or non-compliance event under this paragraph. In the event MR's uncured noncompliance occurs after a grant of funds is received, MR shall immediately upon demand repay the Corporation a portion of the grant of funds received by MR under this Agreement plus ten percent (10%) interest per annum which shall accrue from the date of default until the date the debt is repaid in full.

c. MR covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if MR is convicted of a violation under 8 U.S.C. Section 1324a (f), MR shall repay to the Corporation the full amount of all payments made under Section 5 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 MR receives a notice of violation from the Corporation. The Corporation understands and acknowledges that MR is leasing the Property to the Restaurants, and MR does not control the hiring practices of the Restaurants.

## **5. Payments by Corporation.**

Provided MR is in compliance with each term of this Agreement, the Corporation shall pay to MR an amount not to exceed \$143,000.00 for drainage infrastructure related to the Improvements as depicted on Exhibit "C", within thirty (30) days after receipt of evidence of the Capital Expenditure for the drainage Improvements.

## **6. Improvements.**

MR shall be solely responsible for the design of the Improvements and shall comply with all building codes and other ordinances of the City applicable to the construction of the Improvements.

## **7. Indemnification.**

MR, 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 PROPERTY OR IMPROVEMENTS. MR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE 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 MR OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF MR, OR THE OFFICERS, AGENTS OR EMPLOYEES.

**8. Access to Information.**

MR agrees to provide the Corporation access to information related to the Project during regular business hours upon reasonable notice. The Corporation shall have the right to require MR to submit any reasonably necessary information, documents, invoices, receipts or other records to verify MR's compliance with this Agreement.

**9. General Provisions.**

a. **Mutual Assistance.** MR and the Corporation 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.

b. **Representations and Warranties.** MR represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. MR represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, that all proposed Improvements shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

c. **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.

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

e. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by MR and the Corporation.

f. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. MR may assign

all or part of its rights and obligations hereunder only upon prior written approval of the Corporation.

g. **Notice.** Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

MR: Backyard Come As You Are, LP  
100 N. Mitchell Rd.  
Mansfield, Texas 76063  
Attn: Kim McCaslin

CORPORATION: Mansfield Economic Development Corporation  
301 South Main Street  
Mansfield, Texas 76063  
Attn: Director

With a copy to: Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

h. **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.

i. **Applicable Law/Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas; venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas.

j. **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.

k. **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.

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

m. **Default.** If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its actual but not consequential damages and/or specific performance for such default.

n. **Force Majeure.** If either 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 either party under this Agreement.

o. **Attorney's Fees.** In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

**MANSFIELD ECONOMIC  
DEVELOPMENT CORPORATION**

By: 

Larry Klos, Board President

Date: 4/8/16

ATTEST:

  
Board Secretary

**Backyard Come As You Are, LP**  
a Texas limited partnership

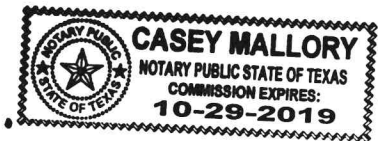
By: McCaslin Shlieker Investments, Inc.  
Sole General Partner

By: McCaslin Shlieker Investments, Inc.  
Name: Kim Caslin  
Title: President

Date: 4/11/16

**ACKNOWLEDGEMENT**

BEFORE ME, the undersigned authority, on this date personally appeared Kim McCaslin, who after being duly sworn stated that she is the President of McCaslin Shlieker Investments, Inc., the sole general partner of Backyard Come As You Are, LP, a Texas limited partnership, and that she signed the foregoing instrument on behalf of said entity for the purposes expressed therein.



Casey Mallory  
Notary Public

My commission expires: 10/29/2019

Date: 4/11/16



[illegible]

## THE BACKYARD

PRELIMINARY LOT EXHIBIT

SEQ SOUTH MAIN STREET & BROAD STREET  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS



**Graham Associates, Inc.**  
CONSULTING ENGINEERS & PLANNERS  
800 W. FLORISS DRIVE, SUITE 200  
ANN ARBOR MI 48103-1512 (817) 448-6112

DATE: 2/5/2018	PROJECT NO. 2715-1000	SHEET 1
DRAWN BY: J.L. Ryan		

KIMBALL STREET



# EXHIBIT B



PROJECT **VICINITY MAP**  
SCALE: 1/2" = 1-0"



PROJECT **SITE PLAN**  
SCALE: 1" = 20'-0"

DEVELOPMENT PLAN  
S MAIN DEVELOPMENT BY MR  
T.J. HANKS SURVEY, A-644  
CITY OF MANSFIELD, TARRANT  
COUNTY, TEXAS  
6.25.2015  
1.215 ACRES (52,939 SF)  
COMPOSED OF 3 LOTS:  
BLOCK 5 TOWN OF  
MANSFIELD  
LEE OTIS HALL VOL. 1490  
PAGE 33, DRTCT  
LEE OTIS HALL VOL. 3663,  
PAGE 562, DRTCT  
YELETA HALL VOL. 3762,  
PAGE 556, DRTCT

PARKING COUNTS	
NEW BUILDING PARKING PROVIDED (TOTAL):	UNDER DESIGN
PARKING ALONG S. MAIN:	4 SPACES
H.C. ACCESSIBLE SPACES PROVIDED:	3 SPACES

**LEVEL 5**  
design group  
architecture - interiors - planning  
www.level5designgroup.com  
1000 West 10th Street  
Mansfield, TX 76063  
tel. 817.842.0212

THESE DOCUMENTS ARE FOR  
OFFICIAL RECORD ONLY AND  
INTENDED FOR RECORDATION  
PERMITTING AND CONSTRUCTION  
PURPOSES  
ARCHITECT  
JENNIFER GILMORE  
LEVEL 5 DESIGN GROUP

PROJECT INFORMATION  
NEW SITE FOR

S MAIN  
DEVELOPMENTS

S. MAIN  
MANSFIELD,  
TEXAS 76063

PROJECT NUMBER  
ISSUE DATE  
REVISIONS

SHEET NAME  
SITE PLAN

SHEET NUMBER  
A101

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EXHIBIT B



LEVEL 5

design group  
architecture · interior · planning  
www.level5designgroup.com  
108 S. Main  
Mansfield, TX 76063  
tel: 817.842.0212

THESE DOCUMENTS ARE FOR REVIEW ONLY, AND ARE NOT PERMITTING OR CONSTRUCTION PURPOSES.  
PROJECT: 108 S. MAIN  
JOHN & JULIA  
LEVEL 5 DESIGN GROUP

PROJECT INFORMATION  
NEW SITE FOR  
S MAIN  
DEVELOPMENTS  
S MAIN  
MANSFIELD,  
TEXAS 76063

PROJECT NUMBER	Project Number
ISSUE DATE	Issue Date
REVISIONS	Revisions

SHEET NAME  
COVER PAGE

SHEET NUMBER  
G001





EXHIBIT B

AERIAL VIEW OF DEVELOPMENT  
DRAWINGS BY JIM RICHARDS

LEVEL 5

design group

architecture - interiors - planning

www.level5designgroup.com

108 S. Main

Mansfield, TX 76063

TEL: 817.842.0212

THESE DOCUMENTS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION OR PERMITTING OF CONSTRUCTION.

ARCHITECT

JUSTINE GILMORE

LEVEL 5 DESIGN GROUP

PROJECT INFORMATION

NEW SITE FOR

S MAIN DEVELOPMENTS

S. MAIN

MANSFIELD,

TEXAS 76063

PROJECT NUMBER

PROJECT OWNER

ISSUE DATE

REVISIONS

SHEET NAME

PERSPECTIVES

SHEET NUMBER

A102

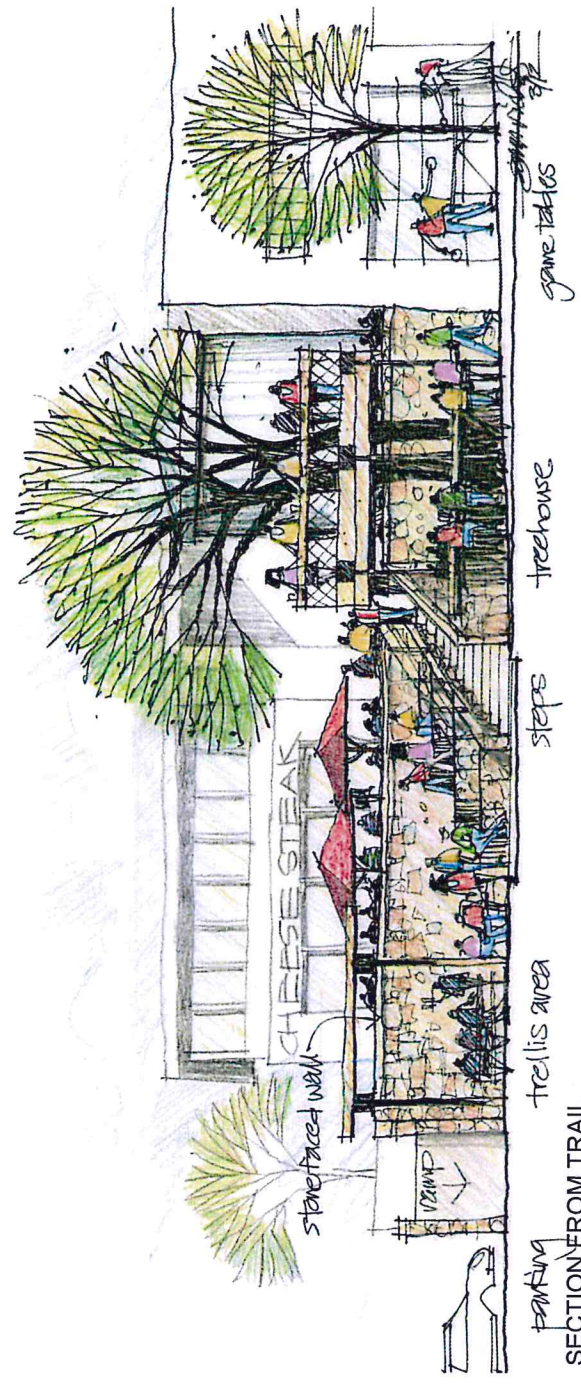
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# EXHIBIT B



SECTION FROM PARKING  
DRAWINGS BY JIM RICHARDS



SECTION FROM TRAIL  
DRAWINGS BY JIM RICHARDS

<b>LEVEL 5</b> <b>design group</b> architecture - interiors - planning www.level5designgroup.com 108 S. Main Mansfield, TX 76063 tel: 817.842.0212	THESE DOCUMENTS ARE FOR REVIEW ONLY, AND ARE NOT BE LOANED, REPRODUCED, COPIED, OR USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF LEVEL 5 DESIGN GROUP	PROJECT INFORMATION NEW SITE FOR S MAIN DEVELOPMENTS S. MAIN MANSFIELD, TEXAS 76063	PROJECT NUMBER ISSUE DATE REVISIONS	SHEET NAME PERSPECTIVES	SHEET NUMBER A103
	COPYRIGHT © 2015 LEVEL 5 DESIGN GROUP. ALL RIGHTS RESERVED. THESE DRAWINGS ARE THE PROPERTY OF LEVEL 5 DESIGN GROUP. NO PART OF THESE DRAWINGS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF LEVEL 5 DESIGN GROUP.				

# EXHIBIT C

## THE BACKYARD ENGINEERS' OPINION OF PROBABLE CONSTRUCTION COST February 8, 2016

### Drainage Extension

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Mobilization	1	LS	\$ 6,000.00	\$6,000.00
2	SWPPP	1	LS	\$ 2,500.00	\$2,500.00
3	Remove Exist Headwall	1	LS	\$ 2,500.00	\$2,500.00
4	Connect to Exist RCB	1	EA	\$ 1,000.00	\$1,000.00
5	7' x 5' RCB	95	LF	\$ 425.00	\$40,375.00
7	Embankment	208	CY	\$ 10.00	\$2,080.00

Subtotal \$54,455.00

15% Contingency \$8,168.25

Total \$62,623.25

### Drainage Extension

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Mobilization	1	LS	\$ 6,000.00	\$6,000.00
2	SWPPP	1	LS	\$ 2,500.00	\$2,500.00
5	7' x 5' RCB	120	LF	\$ 425.00	\$51,000.00
6	Type PW Headwall	1	EA	\$ 7,500.00	\$7,500.00
7	Embankment	264	CY	\$ 10.00	\$2,640.00

Subtotal \$69,640.00

15% Contingency \$10,446.00

Total \$80,086.00



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 16-1960

**Agenda Date:** 8/2/2016

**Version:** 1

**Status:** New Business

**In Control:** Mansfield Economic Development Corporation

**File Type:** Discussion Item

### Title

*Possible Action To Authorize Funding For Drainage Channel Improvements for MEDC  
Property on 2nd Avenue*

### Requested Action

Consider approving funding not to exceed \$160,000 for drainage channel improvements on the approximate 4.5 acre tract of land MEDC owns on 2nd Avenue to facilitate the future development of two separate lots.

### Recommendation

Approve funding not to exceed \$160,000 for drainage channel improvements on the approximate 4.5 acre tract of land MEDC owns on 2nd Avenue

### Description/History

MEDC owns an approximate 4.5 acre tract of land that is currently divided by a large area of floodplain that essentially makes the property undevelopable. The requested drainage channel improvements as depicted on the attached exhibit prepared by Charles Crook Consulting, Inc. will divide the property into a developable 1.33 acre lot to the north of the channel and a 3.12 acre lot to the south of the channel. There is some interest from an existing industry in possibly acquiring the 3.12 acre lot once these improvements are made. The cost to make these improvements is not expected to exceed \$160,000 based on the attached Opinion of Probable Cost.

### Justification

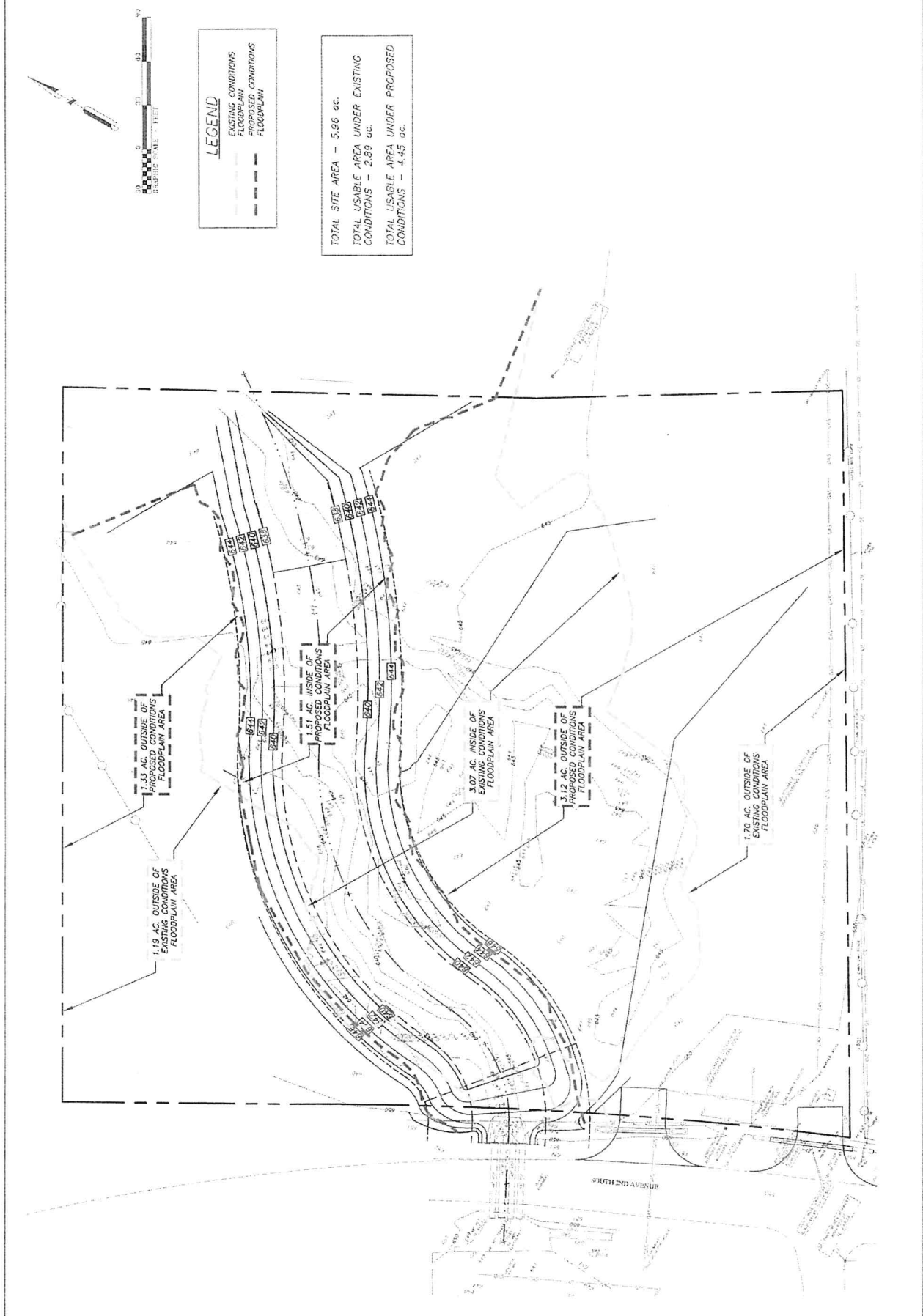
This will provide MEDC with two industrial sites and make the property more marketable.

### Funding Source

4A

### Prepared By

Richard Nevins, Assistant Director, 817-728-3652



**LEGEND**

— EXISTING CONDITIONS FLOODPLAIN

- - - PROPOSED CONDITIONS FLOODPLAIN

TOTAL SITE AREA - 5.96 ac.

TOTAL USABLE AREA UNDER EXISTING CONDITIONS - 2.89 ac.

TOTAL USABLE AREA UNDER PROPOSED CONDITIONS - 4.45 ac.



CHARLES CROOK  
CONSULTING, INC.

## ENGINEER'S OPINION OF PROBABLE COST

CLIENT: Mansfield Economic Development Corporation

DATE: 10/26/2015

PROJECT: Mansfield Industrial Park East Channel Improvements

CCC JOB NO: 15028

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	<b>DRAINAGE CHANNEL IMPROVEMENTS</b>				
	Clearing and Grubbing	1	LS	\$ 4,000.00	\$ 4,000.00
	Unclassified Excavation (On-Site Disposal)	7800	CY	\$ 10.00	\$ 78,000.00
	8"-12" Grouted Rock Rip-Rap	356	SY	\$ 55.00	\$ 19,580.00
	6" Concrete Rip-Rap	79	SY	\$ 55.00	\$ 4,345.00
	Hydromulch	17000	SY	\$ 0.50	\$ 8,500.00
	Storm Water Pollution Prevention	1	LS	\$ 5,000.00	\$ 5,000.00
	<b>SUBTOTAL DRAINAGE CHANNEL IMPROVEMENTS</b>				\$ 119,425.00
	<b>DRIVEWAY IMPROVEMENTS (Per Driveway)</b>				
	6" Thick Concrete With Curb and Gutter	217	SY	\$ 50.00	\$ 10,850.00
	36" RCP	38	LF	\$ 120.00	\$ 4,560.00
	36" Sloping Concrete Headwall	2	EA	\$ 4,000.00	\$ 8,000.00
	<b>SUBTOTAL DRIVEWAY IMPROVEMENTS</b>				\$ 23,410.00
	10% Contingency				\$ 14,283.50
	<b>TOTAL:</b>				\$ 157,118.50

The Engineer's Opinion of Probable Cost is based on data available to this Engineer's office from a variety of sources. This opinion is not intended to represent a comprehensive estimate of all costs associated with a particular project but should be considered an opinion regarding an aspect of the project based on the Engineer's experience. The total costs shown herein may or may not include such items as raw land costs, carrying costs, attorneys fees, zoning or platting services, jurisdictional water determinations, Phase 1 or Phase 2 Assessments, feasibility studies, surveying costs, tree mitigation, geotechnical reports or testing, utility adequacy studies, EPA or Corps of Engineer's studies including floodplain analyses, City assessment or impact fees, taxes, filing fees, inspections, insurance, bonds, construction administration or management fees, condemnation procedures or other such associated fees.





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 16-1970

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**Agenda Date:** 8/2/2016

**Version:** 1

**Status:** New Business

**In Control:** Mansfield Economic Development Corporation

**File Type:** Discussion Item

**Agenda Number:**

**Title**

Staff Update AMC Warehouse Term Sheet

**Requested Action**

Consider FINAL AMC Term Sheet

**Recommendation**

Approve Term Sheet

**Description/History**

AMC Principals and developer have agreed to the attached term sheet with MEDC.

**Justification**

N/A

**Funding Source**

4A

**Prepared By**

Scott Welmaker, Director MEDC, 817-266-5890

Date	Company Performance Requirements	Square Footage	New Capital Invesment	Capital Subject to Tax Abatements	Soft costs	Total Investment	Total Employees	MEDC GRANT TO AMC	MEDC GRANT TO DEVELOPER
12/31/2016	Remediate land issues								\$400,000.00
12/31/2017	Construct first freezer building	115,000	\$17,500,000	\$17,500,000	\$2,159,390	\$19,659,390	30	\$650,000	
12/31/2019	Construct second freezer building	100,000	\$12,500,000	\$30,000,000	\$2,147,390	\$34,306,780	55	\$250,000	
12/31/2020	Construct third freezer building	100,000	\$12,500,000	\$42,500,000	\$2,294,158	\$49,100,938	80	\$250,000	
12/31/2021	Construct refrigerated building	150,000	\$15,000,000	\$57,500,000	\$3,306,000	\$67,406,938	110	\$250,000	
12/31/2022	Maintain employment	0		\$57,500,000	\$0		110	\$150,000	
12/31/2023	Maintain employment	0	\$0	\$57,500,000	\$0		110	\$100,000	
12/30/2024	Maintain employment	0	\$0	\$57,500,000	\$0		110		
12/30/2025	Maintain employment	0	\$0	\$57,500,000	\$0		110		
12/30/2026	Maintain employment	0	\$0	\$57,500,000	\$0		110		
12/30/2027	Maintain employment	0	\$0	\$57,500,000	\$0		110		
12/29/2028	Maintain employment	0	\$0	\$0	\$0		110		
12/29/2029	Maintain employment	0	\$0	\$0	\$0		110		
12/29/2030	Maintain employment	0	\$0	\$0	\$0		110		
12/29/2031	Maintain employment	0	\$0	\$0	\$0		110		
<b>TOTALS</b>		<b>465,000</b>	<b>\$57,500,000</b>		<b>\$9,906,938</b>	<b>\$67,406,938</b>	<b>110</b>	<b>\$1,650,000</b>	<b>\$400,000.00</b>

\$ 18,636 TOTAL \$2,050,000



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 16-1968

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**Agenda Date:** 8/2/2016

**Version:** 1

**Status:** Staff Comments

**In Control:** Mansfield Economic Development Corporation

**File Type:** Informational Item

**Title**

MEDC Quarterly Report Presented to City Council on July 11, 2016

**Requested Action**

N/A

**Recommendation**

N/A

**Description/History**

N/A

**Justification**

N/A

**Funding Source**

N/A

**Prepared By**

Laurie Fleiner, MEDC



### **MEDC Quarterly Report 07-11-2016**

#### **New Projects:**

AMC Distribution Center – Staff continues to work with a distributor to consolidate a cold storage facility in Mansfield. Most of the major issues that have caused delays have been resolved. Closing on the land is expected the first week of July with site development to start immediately.

JT Evan's Retail Project – John T. Evans Company to bring a 35,000 sf retail and restaurant project to the north entrance to Newsom Stadium. Tenants include Denny's, Slim Chickens, Jake's Hamburgers, Schlotzsky's, Sport Clips, and Ideal Dental. Wendy's is expected to announce soon.

Mansfield Marketplace – Blue Star Properties has completed a 60,000 sf shopping center anchored by Sprouts at the corner of Debbie and Matlock. The MEDC assistance for public infrastructure is being reimbursed on a proportional basis as the spaces are leased to tenants.

Carlos Coll – With MEDC assistance, Mansfield business owner Carlos Coll is nearing completion on two speculative industrial buildings, 22,900 and 35,850 square feet adjacent to the UAC building on Heritage Parkway.

GKA Holdings – With MEDC assistance, GKA Holdings is constructing an Imaging Center and medical office near the Walgreens on Broad. The Imaging Center will be operated by Methodist Mansfield Medical Center.

Nationwide Construction is building a new headquarters on 5<sup>th</sup> Avenue with MEDC assistance.

Shops at Broad – This project is moving forward with zoning and site plans.

HEB anchored center – Staff has been working with Lincoln Properties and HEB to identify tenants for this development.

Debbie at Matlock – Several new tenants are acquiring sites at this intersection.

Debbie at Walnut Creek – Staff has proposed a site near this intersection for a grocery concept.

#### **Existing Industry:**

Southern Champion Tray – With MEDC assistance, SCT is building a \$15 million expansion at their current site at 6<sup>th</sup> and Easy. This expansion will add 65 employees and ensure SCT's future in Mansfield. Staff is working with SCT to secure additional land for a future expansion.

Fluidic Techniques Incorporated - FTI is seeking MEDC assistance for an 11,000 square foot expansion and conversion of an existing building to a flow lab.

Mouser Electronics – Construction on a \$22 million, 250,000 square foot expansion to be completed in two phases over the next five years. MEDC and Council approved economic assistance for relocation of water line, sewer line and storm drainage. Each phase will involve 125,000 sf of warehouse space and 100 new employees. Phase 1 is currently under construction with Phase 2 starting in 2019.

Hoffman Cabinets – MEDC has closed on the 6 acre tract at the end of Antler Drive for a consolidation and expansion of Hoffman Cabinets. Hoffman previously closed on the adjacent 25,000 sf building and is operating out of that facility. They are currently planning the first expansion of about 30,000 square feet.

Property Acquisitions – Staff has been seeking real properties for strategic acquisitions.

### **Project delays:**

NT Window – With MEDC assistance, NT Window expects to begin construction in about a year on a 123,000 sf manufacturing facility and corporate headquarters on a 37 acre site adjacent to Interstate Trailer. The facility will initially employ 150. The company plans to expand the facility by 80,000 sf and employment to 175.

### **Infrastructure Projects**

Mitchell Drive from Heritage Parkway to the south end of the MEDC property is complete.

Mouser Electronics is working with MEDC to construct a portion of Mouser Way.

Antler Drive – MEDC contracted for the design and engineering of an extension of Antler Drive to 917. The project is nearing bidding.

### **Marketing Activities**

NAIOP Industrial Real Estate Conference - MEDC was a gold sponsor of the National Association of Industrial and Office Properties (NAIOP) industrial real estate conference held in Dallas April 5<sup>th</sup> -6<sup>th</sup>. NAIOP is an international trade association for developers, owners and investors in industrial, office and related commercial real estate. The Dallas conference was focused on commercial real estate opportunities in the DFW market and was attended by over 500 real estate professionals from across the country. Assistant Director Richard Nevins attended the conference.

Greater Fort Worth Real Estate Council (GFWREC) Golf Tournament - MEDC was the registration sponsor for the GFWREC golf tournament held on May 2<sup>nd</sup>. MEDC staff worked the registration table and participated in the tournament. There were over 100 local real estate professionals participating in the event.

International Council of Shopping Centers (ICSC) RECON Conference – MEDC attended the ICSC RECON Conference, May 22-25. ICSC is a global organization of real estate professionals, developers and retailers involved in the retail real estate industry. The conference provided a variety of opportunities to promote Mansfield to over 35,000 of these retail professionals.

SIOR North Texas Chapter Lunch Event – Assistant Director Richard Nevins attended the Society of Industrial and Office Realtors (SIOR) lunch event in Dallas on June 15<sup>th</sup>. SIOR is a leading professional commercial and industrial real estate association with more than 3,000 members in more than 630 cities in 34 countries. This event provided an opportunity to network with the DFW members to promote Mansfield.

Select USA Investment Summit – MEDC participated with Team Texas as a premiere sponsor of the Select USA Investment Summit held in Washington, DC June 19-21. This event provided an opportunity to promote Mansfield to a large number of foreign prospects looking to expand their companies into the United States. Assistant Director Richard Nevins attended the event.

Fort Worth Commercial Real Estate Women (FWCREW) – MEDC continues to sponsor and attend CREW events. Scott Welmaker and Laurie Fleiner network to develop collaborative relationships. Laurie was nominated and accepted the 2-year term of Treasurer of the Fort Worth CREW board. Scott Welmaker presented a program on Mansfield at the May CREW luncheon at the Fort Worth Club.

## **Advertisements**

MEDC continues to advertise in various trade and industry publications targeting specific events and audiences. In the past quarter space was secured in the following publications:

- Texas State Economic Development Guide
- DFW Real Estate Review
- Bisnow
- Dallas Regional Chamber Economic Development Guide
- Trade and Industry Development

## **Shop Mansfield**

The Shop Mansfield campaign began November 2008 to enlighten citizens of the importance of keeping local dollars in the community. Staff replaced printed advertisements with a large scoreboard ad at Newsom Stadium and street banners. Staff is working with the Communications and Marketing Department to continually enhance the program.

## **Texas Downtown Association**

Scott Welmaker is on the Texas Downtown Association Board as Immediate Past Chair. In January he will have to roll off of the board for at least one year.

## **Leadership Mansfield**

Leadership Mansfield is now a standalone not-for-profit corporation housed in the City of Mansfield Economic Development Department. Recruitment for the 7<sup>th</sup> class closed July 1 with 27 applications for 22 positions. There are now over 150 graduates of Leadership Mansfield.

## **Website**

MEDC staff continually updates [www.mansfield-texas.com](http://www.mansfield-texas.com). The site has a new look and upgraded security.

## **Business Retention**

A meeting of the MEDC sponsored Mansfield Industry Roundtable was held on April 26, 2016 at Walnut Creek Country Club. Talley Parker with Jackson Lewis PC was the presenter. Talley spoke on "Free Money" The Department of Labor's proposed rule changes. A total of 22 people attended the meeting representing 8 Mansfield companies.

### Advanced Precision Metal Manufacturing Program (APMM)

The Advanced Precision Metal Manufacturing Program (APMM) at Ben Barber Career Tech Academy, a CNC Machining curriculum, began its second year in August. The program involves classroom time and internships at local companies. Nine students enrolled with six Mansfield companies participating this year. Those companies include Klein Tools, Trinity Forge, Gamma Engineering, Aviation Repair Resources, Drill King International, and Cam-Tech Manufacturing.

At the Texas Workforce Commission 19<sup>th</sup> Annual Workforce Conference held November 18-20 in Dallas, Workforce Solutions for Tarrant County was recognized for outstanding board performance, receiving a board award for Industry Sector Outreach, for their work with the Mansfield Manufacturing Partnership (APMM program).

With the expansion of Ben Barber and the addition of a CNC machine shop, Ben Barber has revamped the program to begin with the 2016-17 school year. The students will have more classroom time with a new instructor from the industry. Curriculum will begin their freshman year with internships wrapping up their senior year. There will also be hands-on experience prior to the students beginning their internships with local companies. This should filter out uninterested students and offer more qualified students to the local companies.

### High Demand Job Training Program

MEDC continues to work with Workforce Solutions for Tarrant County on the High Demand Job Training Program. This is a matching grant meaning Workforce Solutions will match MEDC dollars for job training. We worked with the TCC Opportunity Center to conduct the training which ran February 29 through April 15. One incumbent worker participated in this program.

There is additional funding that was not used during this program. Workforce Solutions for Tarrant County and MEDC are working with Ben Barber to provide assistance with textbooks, materials, and other items needed for the APMM Program. We plan to have those items to Ben Barber for the start of the school year.

**Total Industrial and Commercial Contacts and Visits this Reporting Period - 258**