



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, December 3, 2019

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**

[19-3320](#)

Approval of Regular Meeting Minutes for October 1, 2019

Attachments: [MeetingMinutes 10-1-2019.pdf](#)

4. **FINANCIALS**

[19-3322](#)

Presentation of Monthly Financial Report for Period Ending 9/30/19

Attachments: [MEDC Cash Report 09-30-2019 \(002\).xlsx](#)

[19-3359](#)

Presentation of Monthly Financial Report for Period Ending 10/31/19

Attachments: [Copy of MEDC Cash Report 10-31-2019.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 Report and Board Discussion Regarding Project 19-02, Potential New Industrial Company

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

[19-3358](#)

Staff Report, Board Discussion and Possible Action on a request from 360 Crossroads, LP to amend their Economic Development Agreement to extend the date for obtaining the final CO to April 1, 2020

Attachments: [360 Crossroads 2nd Amended ED Agreement & Exhibits.pdf](#)

[19-3368](#)

Staff Report, Board Discussion and Possible Action Regarding Awarding a Contract to Jackson Construction, Ltd. for Construction of Infrastructure

Improvements for the Mansfield International Business Park, to Brittain and Crawford for Surveying, to Fugro for Materials Testing and Authorizing Funding in an Amount Not to Exceed \$5,300,000

Attachments: [bid results.pdf](#)

[Copy of Cost Breakdown.xlsx](#)

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: Wednesday, November 27, 2019, 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: 19-3320

Agenda Date: 12/3/2019

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Title

Approval of Regular Meeting Minutes for October 1, 2019

Requested Action

Approve Regular Meeting Minutes for October 1, 2019

Recommendation

Approve Regular Meeting Minutes for October 1, 2019

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,
Suite 100
Mansfield, TX 76063
www.mansfield-texas.com

Meeting Minutes

Mansfield Economic Development Corporation

Tuesday, October 1, 2019

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.

Present 6 - Brian Fuller; Larry Klos; Selim Fiagome; David Godin; William Vivoni and Timothy Schipper

2. PUBLIC COMMENTS

There were no comments.

3. APPROVAL OF MINUTES

[19-3272](#)

Approval of Regular Meeting Minutes for September 3, 2019

David Godin made the motion to approve the regular meeting minutes of September 3, 2019. Seconded by Selim Fiagome. The motion carried by the following vote:

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

Nay: 0

Abstain: 0

4. FINANCIALS

[19-3278](#)

Presentation of Monthly Financial Report for Period Ending 8/31/2019

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

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

1. Staff Report and Board Discussion Regarding Project 19-02, Potential New Industrial Company

F. CRITICAL INFRASTRUCTURE

6. RECONVENE INTO REGULAR SESSION

The meeting reconvened into regular session at 5:50 pm.

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

Larry Klos made the motion for Project 19-02 to allow staff to continue negotiations as discussed in executive session. Seconded by Brian Fuller. The motion carried by the following vote:

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

Nay: 0

Abstain: 0

8. OLD BUSINESS

9. NEW BUSINESS

[19-3294](#)

Election of MEDC Board Officers

Larry Klos made the motion to nominate Brian Fuller as Vice President. Seconded by Selim Fiagome.

Larry Klos made the motion to nominate David Godin as Secretary. Seconded by Brian Fuller.

Brian Fuller made the motion to nominate Larry Klos as President. Seconded

by David Godin. The motions carried by the following vote:

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

Nay: 0

Abstain: 0

[19-3291](#)

A Resolution of the Mansfield Economic Development Corporation Amending Article II, Section 2 of the MEDC Bylaws to Require That All Directors Reside in the City of Mansfield or at a Mansfield Address.

David Godin made the motion to amend Article 2, Section II of MEDC bylaws to allow directors/individuals who may not officially reside within the city limits of Mansfield but have a Mansfield mailing address to serve on the MEDC Board.

Seconded by Brian Fuller. The motion carried by the following vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-3590-19

[19-3292](#)

A Resolution of the Mansfield Economic Development Corporation Amending the Articles of Incorporation to Require All Directors to Reside Within the City or a Mansfield Address and Allowing for Two Additional Board Members.

David Godin made the motion to amend the MEDC Articles of Incorporation to increase the number of board members from 5 to 7 and allow directors/individuals who may not officially reside within the city limits of Mansfield but have a Mansfield mailing address to serve on the MEDC Board.

Seconded by Brian Fuller. The motion carried by the following vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-3591-19

10. BOARD MEMBER COMMENTS

David Godin welcomed the new board members and Larry Klos stated he applauds the new members for their service.

11. STAFF COMMENTS

Richard Nevins welcomed the new board members.

12. **ADJOURNMENT**

Larry Klos adjourned the meeting at 5:54 pm.

Larry Klos, President



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1200 E. Broad St.
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STAFF REPORT

File Number: 19-3322

Agenda Date: 12/3/2019

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Financial Report for Period Ending 9/30/19

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Financial Report for Period Ending 9/30/19

Justification

N/A

Funding Source

4A

Prepared By

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

Mansfield Economic Development Corporation
Period Ending September 30, 2019

Beginning Cash Balance 09-01-2019 **\$2,385,267**

Revenue:

Sales Tax Revenue	\$529,042
Interest Income	\$1,687
Misc Income (Land Sale)	\$970,224
Total Monthly Revenue	\$1,500,954

Adjusted Cash Balance	\$3,886,221
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Operating Expenses:

Administration	\$39,365
Promotion	\$531
Retention	\$0
Workforce Development	\$0
Total Operating Expenditures	\$39,896

Debt Expense

Debt Service Payment (Principal & Interest)	\$238,250
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Project Expenditures:

Kimball Property	\$0
Mansfield International Business Park	\$30,373
Steelex / Utex	\$100,000
	\$130,373

Total Monthly Expenditures	\$408,519
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Ending Cash Balance 08-31-2019	\$3,477,702
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Proceeds From Bond Sale	\$6,000,000
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Total Cash	\$9,477,702
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Debt Expense

New Annual Total Debt Service - FY19	\$2,657,375
(January and August)	

Remaining Principal Debt Balance	\$26,775,000
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CITY OF MANSFIELD

1200 E. Broad St.
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STAFF REPORT

File Number: 19-3359

Agenda Date: 12/3/2019

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Financial Report for Period Ending 10/31/19

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Financial Report for Period Ending 10/31/19

Justification

N/A

Funding Source

4A

Prepared By

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

Mansfield Economic Development Corporation
Period Ending October 31, 2019

Beginning Cash Balance 10-01-2019 **\$3,605,254**

Revenue:

Sales Tax Revenue \$488,110

Interest Income

Misc Income (Land Sale)

Total Monthly Revenue **\$488,110**

Adjusted Cash Balance **\$4,093,364**

Operating Expenses:

Administration \$73,774

Promotion \$2,249

Retention \$52

Workforce Development \$0

Total Operating Expenditures **\$76,076**

Debt Expense

Debt Service Payment (Principal & Interest) \$0

Project Expenditures:

Kimball Property \$760

\$760

Total Monthly Expenditures **\$76,836**

Ending Cash Balance 10-31-2019 **\$4,016,528**

Proceeds From Bond Sale \$6,000,000

Total Cash \$10,016,528

Debt Expense

New Annual Total Debt Service - FY19 \$2,657,375

(January and August)

Remaining Principal Debt Balance \$26,775,000



CITY OF MANSFIELD

1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 19-3358

Agenda Date: 12/3/2019

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Staff Report, Board Discussion and Possible Action on a request from 360 Crossroads, LP to amend their Economic Development Agreement to extend the date for obtaining the final CO to April 1, 2020

Requested Action

Consider approving an amendment to the Economic Development and Performance Agreement with 360 Crossroads, LP to extend the date for obtaining the final CO from December 31, 2019 to April 1, 2020.

Recommendation

Approve an amendment to the Economic Development and Performance Agreement with 360 Crossroads, LP to extend the date for obtaining the final CO from December 31, 2019 to April 1, 2020.

Description/History

MEDC entered into an agreement with 360 Crossroads, LP in July 2016 for the development of an approximately 35K sq. ft. retail center at the SE corner of 360 Tollway and East Broad Street. This agreement was for the reimbursement of up to \$215k of infrastructure cost to be paid out at \$6.14 per sq. ft. leased. The agreement states that the final tenant CO must be obtained by December 31, 2019. The company has advised that the final tenant will not have their CO until late January or early February and is requesting an amendment to the agreement extending the date for obtaining the final CO to April 1, 2020.

Justification

N/A

Funding Source

4A

Prepared By

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

SECOND AMENDMENT TO
ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
360 CROSSROADS, LP

This Second Amendment to Economic Development and Performance Agreement (“Amendment”) 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, and 360 CROSSROADS, LP (“Crossroads”), a Texas Limited Partnership, for the purposes and considerations stated below:

RECITALS:

WHEREAS, on or about July 5, 2016, the Corporation and Crossroads entered into that Economic Development and Performance Agreement (attached hereto as Exhibit A) and on or about October 3, 2017 the Corporation and Crossroads entered into a First Amendment to that Economic Development and Performance Agreement (attached hereto as Exhibit B), (collectively these agreements are referred to as the “Agreement”); and

WHEREAS, by the terms of the Agreement, Crossroads agreed to receive a Certificate of Occupancy for the remaining space in the Development (as those terms are defined in the Agreement) no later than December 31, 2019 in order to receive Payments from the Corporation; and

WHEREAS, the parties desire to further amend the Agreement by extending the time for Crossroads to receive the Certificate of Occupancy for the remaining space in the Development to April 1, 2020; and

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

1. Amendments to the Agreement. The Corporation and Crossroads agree that, effective from and after the execution of this Amendment, the Agreement is modified and amended as follows:

Section 4.a.(3) of the Agreement is hereby amended to read as follows:

(3) *Obtain a Certificate of Occupancy for the remaining space in the Development no later than April 1, 2020;*

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

360 CROSSROADS, LP

By: GP 360 CROSS, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: Chad DuBose

Title: _____

Date: _____

Exhibit A

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND 360 CROSSROADS, LP

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
360 CROSSROADS, 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 360 CROSSROADS, LP ("Crossroads"), a Texas Limited Partnership, for the purposes and considerations stated below:

RECITALS:

1. Crossroads owns property located at the southeast corner of State Highway 360 and East Broad Street (hereafter referred to as the "Property"), within the corporate limits of the City of Mansfield ("City"), where it will construct a retail and restaurant development (the "Development").

2. Crossroads intends to make a new Capital Investment in the Property of at least Five Million Dollars (\$5,000,000.00) to construct the Development.

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 is required for infrastructure necessary to promote new or expanded business enterprises.

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 Crossroads' capital investment in the Property, desires to have Crossroads 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 at the Development 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, develop a new business and to obtain the benefits stated in this Agreement, desires to participate in the funding of the cost of certain Infrastructure Improvements (hereinafter defined) which are necessary in order for Crossroads to make the capital investment in the Property and to operate the Development 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 construction of the Development, 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 Development 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.

DEVELOPMENT means the retail stores and restaurants to be located on the Property with a total square footage of no less than 35,000 square feet, comprised of several buildings; provided that, if Crossroads elects to decrease the number of retail stores and increase the number of restaurants to the extent that there would be a shortage of required parking for 35,000 square feet, then the Corporation will have the discretion to limit the maximum amount of grant payments in proportion to the total floor area of the restaurants and retail stores actually constructed.

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.

IMPROVEMENT COSTS means the Capital Investment by Crossroads for the Development.

INFRASTRUCTURE IMPROVEMENTS means water, sanitary sewer, gas and electric lines and the construction of a turn lane on East Broad Street to serve the Development.

PAYMENTS means the payments made by the Corporation to Crossroads under the terms and conditions of this Agreement.

PROJECT means the payment by the Corporation to Crossroads of up to Two Hundred Fifteen Thousand Dollars (\$215,000) for the actual Capital Investment expended for the Infrastructure Improvements according to the formula set forth in this Agreement.

PROPERTY has the meaning set forth in the Recitals.

Crossroads has the meaning set forth in the Recitals.

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, 2019 or until the final Payment is made, whichever occurs earlier, unless terminated earlier under the terms of this Agreement.

4. Covenants of Crossroads.

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

- (1) Make a total new Capital Investment for the Development on or before June 30, 2016 in an amount of no less than Five Million Dollars (\$5,000,000.00).
- (2) Obtain a Certificate of Occupancy for at least one building in the Development no later than December 31, 2016;
- (3) Obtain a Certificate of Occupancy for the remaining space in the Development no later than December 31, 2019;
- (4) Create (or cause to be created through leases of the restaurant and retail spaces in the Development) a minimum of one hundred (100) jobs over the term of this Agreement and retain them for the term of this Agreement.
- (5) Render the Property and the Development to the Tarrant County Appraisal District and remain current on all ad valorem taxes for the term of this Agreement;
- (6) Provide documentation to the Corporation for the Capital Investment for the Development and the Infrastructure Improvements in a manner acceptable to the City; and
- (7) Operate the Development or cause it to be operated as a retail and restaurant business for the term of this Agreement.

b. Should Crossroads fail to comply with any term of this Agreement, Crossroads 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, Crossroads will forfeit its right to reimbursement by the Corporation. In the event Crossroads's uncured noncompliance occurs after a grant of funds is received, Crossroads shall immediately upon demand repay the Corporation a portion of the grant of funds received by Crossroads 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. Crossroads 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 Crossroads is convicted of a violation under 8 U.S.C. Section 1324a (f), Crossroads 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 Crossroads receives a notice of violation from the Corporation.

5. Payments by Corporation.

Provided Crossroads is in compliance with each term of this Agreement, the Corporation shall participate in the cost, up to Two Hundred Fifteen Thousand Dollars (\$215,000), of the Infrastructure Improvements as follows:

- (1) Crossroads right to a Payment shall commence upon the issuance by the City of a Certificate of Occupancy for the first retail or restaurant space leased within the Development.
- (2) Each Payment will be calculated by multiplying the amount of square footage leased by Six Dollars and Fourteen Cents (\$6.14). By way of example, if Crossroads provides the Corporation with a Certificate of Occupancy for a 10,000 square foot retail establishment, the Payment will equal Sixty One Thousand Four Hundred Dollars (\$61,400.00).
- (3) Each Payment will be made within thirty (30) days after submittal to the Corporation of a Certificate of Occupancy for each space or building.
- (4) Payments shall cease when the total amount of the Payments equal Two Hundred Fifteen Thousand Dollars (\$215,000) or on December 31, 2019, whichever occurs first.

6. Improvements.

Crossroads shall be solely responsible for the design of the Development and the Infrastructure Improvements shall comply with all building codes and other ordinances of the City applicable to the construction of the Development and Infrastructure Improvements. Crossroads and the Corporation hereby agree that all buildings and Infrastructure Improvements constructed in the Development shall be covered by this Agreement and counted towards the total amount of Payments to Crossroads, whether such Improvements are actually constructed by Crossroads or its affiliate or by the initial owner or lessee of a particular building.

7. Indemnification.

CROSSROADS, 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. CROSSROADS 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 CROSSROADS OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF CROSSROADS, OR THE OFFICERS, AGENTS OR EMPLOYEES.

8. Access to Information.

Crossroads 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 Crossroads to submit any reasonably necessary information, documents, invoices, receipts or other records to verify Crossroads's compliance with this Agreement.

9. General Provisions.

a. Mutual Assistance. Crossroads 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.** Crossroads represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Crossroads represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, that all proposed Infrastructure 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 Crossroads and the Corporation.

f. **Successors and Assigns.** This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Crossroads 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:

Crossroads: 360 Crossroads, LP
8350 North Central Expressway, Suite 1300
Dallas, Texas 75206
Attn: John T. Evans II

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 seek recovery of its actual (but not consequential or punitive damages) for such default and/or specific performance of such obligation.

n. **Covenant Running with the Land.** All rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title or interest in any portion of all of the Property.

o. **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.

p. **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.


[The remainder of this page is intentionally left blank.]
[Signatures begin on the following page.]

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Larry Klos, Board President

Date: 7-5-16

ATTEST:


Board Secretary

360 CROSSROADS, LP

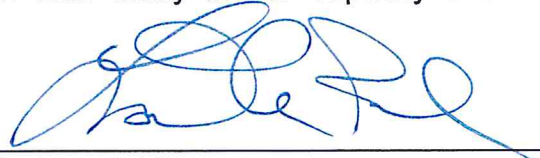
By: GP 360 CROSS, LLC, a Texas
limited liability company,
its general partner

By: 
John T. Evans II, Manager

Date: 6-15-16

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this date personally appeared John T. Evans II, who after being duly sworn stated that he is the Manager of GP 360 CROSS, LLC, the sole General Partner of 360 Crossroads, LP, and that he signed the foregoing instrument on behalf of said entity in the capacity and for the purposes expressed therein.


Notary Public



My commission expires: 1-11-17

Date: 6-15-16

Exhibit B
FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
360 CROSSROADS, LP

**FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
360 CROSSROADS, LP**

This First Amendment to Economic Development and Performance Agreement (“Amendment”) 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, and 360 CROSSROADS, LP (“Crossroads”), a Texas Limited Partnership, for the purposes and considerations stated below:

RECITALS:

WHEREAS, on or about July 5, 2016, the Corporation and Crossroads entered into that Economic Development and Performance Agreement (the “Agreement” as attached hereto as Exhibit A); and

WHEREAS, the parties desire to amend the Agreement by extending the time for Crossroads to make the Capital Investment to June 30, 2018; and

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


1. Amendments to the Agreement. The Corporation and Crossroads agree that, effective from and after the execution of this Amendment, the Agreement is modified and amended as follows:

Section 4.a.(1) of the Agreement is hereby amended to read as follows:

(1) Make a total new Capital Investment for the Development on or before June 30, 2018 in an amount of no less Five Million Dollars (\$5,000,000.00);

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Larry Klos, Board President

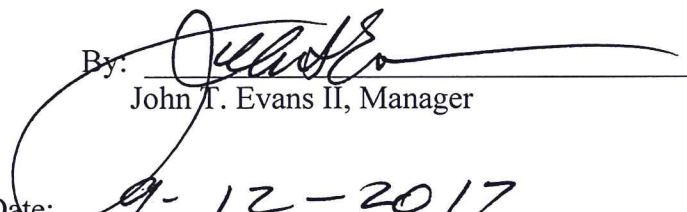
Date: 10-3-17

ATTEST:


Board Secretary

360 CROSSROADS, LP

By: GP 360 CROSS, LLC,
a Texas limited liability company,
its general partner

By: 
John T. Evans II, Manager

Date: 9-12-2017

Exhibit A

The Agreement

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
360 CROSSROADS, 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 360 CROSSROADS, LP ("Crossroads"), a Texas Limited Partnership, for the purposes and considerations stated below:

RECITALS:

1. Crossroads owns property located at the southeast corner of State Highway 360 and East Broad Street (hereafter referred to as the "Property"), within the corporate limits of the City of Mansfield ("City"), where it will construct a retail and restaurant development (the "Development").

2. Crossroads intends to make a new Capital Investment in the Property of at least Five Million Dollars (\$5,000,000.00) to construct the Development.

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 is required for infrastructure necessary to promote new or expanded business enterprises.

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 Crossroads' capital investment in the Property, desires to have Crossroads 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 at the Development 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, develop a new business and to obtain the benefits stated in this Agreement, desires to participate in the funding of the cost of certain Infrastructure Improvements (hereinafter defined) which are necessary in order for Crossroads to make the capital investment in the Property and to operate the Development 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 construction of the Development, 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 Development 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.

DEVELOPMENT means the retail stores and restaurants to be located on the Property with a total square footage of no less than 35,000 square feet, comprised of several buildings; provided that, if Crossroads elects to decrease the number of retail stores and increase the number of restaurants to the extent that there would be a shortage of required parking for 35,000 square feet, then the Corporation will have the discretion to limit the maximum amount of grant payments in proportion to the total floor area of the restaurants and retail stores actually constructed.

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.

IMPROVEMENT COSTS means the Capital Investment by Crossroads for the Development.

INFRASTRUCTURE IMPROVEMENTS means water, sanitary sewer, gas and electric lines and the construction of a turn lane on East Broad Street to serve the Development.

PAYMENTS means the payments made by the Corporation to Crossroads under the terms and conditions of this Agreement.

PROJECT means the payment by the Corporation to Crossroads of up to Two Hundred Fifteen Thousand Dollars (\$215,000) for the actual Capital Investment expended for the Infrastructure Improvements according to the formula set forth in this Agreement.

PROPERTY has the meaning set forth in the Recitals.

Crossroads has the meaning set forth in the Recitals.

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, 2019 or until the final Payment is made, whichever occurs earlier, unless terminated earlier under the terms of this Agreement.

4. Covenants of Crossroads.

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

- (1) Make a total new Capital Investment for the Development on or before June 30, 2016 in an amount of no less than Five Million Dollars (\$5,000,000.00).
- (2) Obtain a Certificate of Occupancy for at least one building in the Development no later than December 31, 2016;
- (3) Obtain a Certificate of Occupancy for the remaining space in the Development no later than December 31, 2019;
- (4) Create (or cause to be created through leases of the restaurant and retail spaces in the Development) a minimum of one hundred (100) jobs over the term of this Agreement and retain them for the term of this Agreement.
- (5) Render the Property and the Development to the Tarrant County Appraisal District and remain current on all ad valorem taxes for the term of this Agreement;
- (6) Provide documentation to the Corporation for the Capital Investment for the Development and the Infrastructure Improvements in a manner acceptable to the City; and
- (7) Operate the Development or cause it to be operated as a retail and restaurant business for the term of this Agreement.

b. Should Crossroads fail to comply with any term of this Agreement, Crossroads 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, Crossroads will forfeit its right to reimbursement by the Corporation. In the event Crossroads's uncured noncompliance occurs after a grant of funds is received, Crossroads shall immediately upon demand repay the Corporation a portion of the grant of funds received by Crossroads 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. Crossroads 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 Crossroads is convicted of a violation under 8 U.S.C. Section 1324a (f), Crossroads 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 Crossroads receives a notice of violation from the Corporation.

5. Payments by Corporation.

Provided Crossroads is in compliance with each term of this Agreement, the Corporation shall participate in the cost, up to Two Hundred Fifteen Thousand Dollars (\$215,000), of the Infrastructure Improvements as follows:

- (1) Crossroads right to a Payment shall commence upon the issuance by the City of a Certificate of Occupancy for the first retail or restaurant space leased within the Development.
- (2) Each Payment will be calculated by multiplying the amount of square footage leased by Six Dollars and Fourteen Cents (\$6.14). By way of example, if Crossroads provides the Corporation with a Certificate of Occupancy for a 10,000 square foot retail establishment, the Payment will equal Sixty One Thousand Four Hundred Dollars (\$61,400.00).
- (3) Each Payment will be made within thirty (30) days after submittal to the Corporation of a Certificate of Occupancy for each space or building.
- (4) Payments shall cease when the total amount of the Payments equal Two Hundred Fifteen Thousand Dollars (\$215,000) or on December 31, 2019, whichever occurs first.

6. Improvements.

Crossroads shall be solely responsible for the design of the Development and the Infrastructure Improvements shall comply with all building codes and other ordinances of the City applicable to the construction of the Development and Infrastructure Improvements. Crossroads and the Corporation hereby agree that all buildings and Infrastructure Improvements constructed in the Development shall be covered by this Agreement and counted towards the total amount of Payments to Crossroads, whether such Improvements are actually constructed by Crossroads or its affiliate or by the initial owner or lessee of a particular building.

7. Indemnification.

CROSSROADS, 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. CROSSROADS 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 CROSSROADS OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF CROSSROADS, OR THE OFFICERS, AGENTS OR EMPLOYEES.

8. Access to Information.

Crossroads 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 Crossroads to submit any reasonably necessary information, documents, invoices, receipts or other records to verify Crossroads's compliance with this Agreement.

9. General Provisions.

a. Mutual Assistance. Crossroads 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.** Crossroads represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Crossroads represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, that all proposed Infrastructure 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 Crossroads and the Corporation.

f. **Successors and Assigns.** This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Crossroads 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:

Crossroads: 360 Crossroads, LP
8350 North Central Expressway, Suite 1300
Dallas, Texas 75206
Attn: John T. Evans II

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 seek recovery of its actual (but not consequential or punitive damages) for such default and/or specific performance of such obligation.

n. **Covenant Running with the Land.** All rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title or interest in any portion of all of the Property.

o. **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.

p. **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.

[The remainder of this page is intentionally left blank.]
[Signatures begin on the following page.]

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: [Signature]
Larry Klos, Board President

Date: 7-5-16

ATTEST:

[Signature]
Board Secretary

360 CROSSROADS, LP

By: GP 360 CROSS, LLC, a Texas
limited liability company,
its general partner

By: [Signature]
John T. Evans II, Manager

Date: 6-15-16

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this date personally appeared John T. Evans II, who after being duly sworn stated that he is the Manager of GP 360 CROSS, LLC, the sole General Partner of 360 Crossroads, LP, and that he signed the foregoing instrument on behalf of said entity in the capacity and for the purposes expressed therein.

[Signature]
Notary Public



My commission expires: 1-11-17

Date: 6-15-16



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3368

Agenda Date: 12/3/2019

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Staff Report, Board Discussion and Possible Action Regarding Awarding a Contract to Jackson Construction, Ltd. for Construction of Infrastructure Improvements for the Mansfield International Business Park, to Brittain and Crawford for Surveying, to Fugro for Materials Testing and Authorizing Funding in an Amount Not to Exceed \$5,300,000

Requested Action

Consider approving the awarding of a contract to Jackson Construction, Ltd. for construction of infrastructure improvements for the Mansfield International Business Park, to Brittain and Crawford for surveying, to Fugro for materials testing and authorizing funding in an amount not to exceed \$5,300,000.

Recommendation

Approve the awarding of a contract to Jackson Construction, Ltd. for construction of infrastructure improvements for the Mansfield International Business Park, to Brittain and Crawford for surveying, to Fugro for materials testing and authorizing funding in an amount not to exceed \$5,300,000.

Description/History

In 2017, MEDC acquired an approximately 155 acre tract on the south side of Easy Drive for the purpose of developing a first class industrial business park. In August 2018, MEDC engaged Evolving, Inc, a civil engineering firm located in Fort Worth, to prepare plans for the construction of infrastructure improvements in order to make the site development ready for future industrial opportunities. Those plans were put out to bid and 5 contractors submitted bids. MEDC relies on the expertise of the City Engineer to qualify, evaluate and select the best contractor for the job. The contractor selected is Jackson Construction, Ltd. from Fort Worth. They were the lowest bid at \$6,442,395.10. A copy of the bid tabulation sheet is attached. Items not included in Jackson's bid are surveying by Brittain and Crawford at \$192,000, materials testing by Fugro at \$124,275 and miscellaneous cost of \$50,000. A 5% overage estimate has been added for Jackson and a 10% overage estimate has been added for Brittain and Crawford and Fugro bringing the total cost of the project to **\$7,162,417.36**. See attached cost breakdown.

The City of Mansfield has agreed to fund the water and sewer improvements from the City's utility fund. Those improvements equal **\$1,906,822.42**, leaving a difference of **\$5,255,594.94**. Therefore; staff recommends authorizing funding not to exceed \$5,300,000.

Justification

These improvements will make the property ready for development and therefore more attractive to potential companies looking for sites for new facilities.

Funding Source

4A

Prepared By

Richard Nevins, Director Economic Development, 817-728-6352

Owner: City of Mansfield

Bid No.: 2019-41-04-09

Project: Mansfield Industrial Business Park Improvements

Date: 11/14/19 @ 2:00 p.m.

42

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Jackson Construction, Ltd.		<input checked="" type="checkbox"/> Yes	6,442,395. ⁰⁰	Received 11/14/2019 @ 12:42 p.m. by SM
5112 Sun Valley Drive		<input type="checkbox"/> No	Option A:	
Fort Worth, TX 76119			1,150,348.15	
Venus Construction		<input checked="" type="checkbox"/> Yes	7,377,296. ⁵⁰	Received 11/14/19 @ 1:13 p.m. by SM
1426 S. Main Street		<input type="checkbox"/> No	Option A	
Mansfield, TX 76063			1,333,597. ⁰⁰	
Pavecon Public Works		<input checked="" type="checkbox"/> Yes	6,535,410.46	Received 11/14/19 @ 1:22 p.m. by SM
P.O. Box 535457		<input type="checkbox"/> No	Option A	
Grand Prairie, TX 75053			1,310,919. ⁵²	
McMahon Contracting L.P.		<input checked="" type="checkbox"/> Yes	6,946,167.98	Received 11/14/19 @ 1:39 p.m. by SR
3019 Roy Orr Blvd.		<input type="checkbox"/> No	Option A	
Grand Prairie, TX 75050			1,344,099.36	
Texas Sterling Construction Co.		<input checked="" type="checkbox"/> Yes	6,998,225. ⁵⁰	Received 11/14/19 @ 1:40 p.m. by SR
1441 Airport Freeway, Suite 350		<input type="checkbox"/> No	Option A	
Euless, Texas 76040			1,144,430.75	
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes		
		<input type="checkbox"/> No		

C/Q not filled out

<u>MIBP</u>				<u>Contingenc</u>	
Jackson	\$	6,442,395.10	\$	6,764,514.86	5%
Fugro	\$	124,275.00	\$	136,702.50	10%
B&C	\$	192,000.00	\$	211,200.00	10%
Misc			\$	50,000.00	
			\$	7,162,417.36	

<u>Jackson</u>				
Paving	\$3,274,029.00	\$	3,437,730.45	5%
Draingage	\$1,019,888.00	\$	1,070,882.40	5%
Sewer	\$1,094,211.75	\$	1,148,922.34	5%
Water	\$721,809.60	\$	757,900.08	5%
Grading	\$300,607.75	\$	315,638.14	5%
Misc	\$31,849.00	\$	33,441.45	5%
Lights	\$0.00	\$	-	5%
	\$6,442,395.10	\$	6,764,514.86	

MEDC	\$	5,255,594.94
Water and Sewer Fund	\$	1,906,822.42

by (included)