Mansfield Economic Development Corporation - Regular Meeting
September 9, 2025 - 5:00 PM
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. **CALL MEETING TO ORDER**

2. **INVOCATION**

3. **TEXAS PLEDGE**

4. **PUBLIC COMMENTS**
Citizens wishing to address the Board on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are not able to do so. All comments are limited to 5 minutes. In order to be recognized during "Citizen Comments," please complete a comment card located at the entry to the city council chambers and present it to the MEDC staff prior to the start of the meeting.

5. **APPROVAL OF MINUTES**

25-1179 **25-1179:** Mansfield Economic Development Corporation Meeting Minutes
Presenters:
Attachments:
1. Meeting Minutes 08-05-25

6. **FINANCIALS**

25-1250 **25-1250:** Presentation of the Monthly Financial Report for the Period Ending 7/31/2025.
Presenters:
Attachments:
1. MEDC Cash Report 7-31-2025

7. **RECESS INTO EXECUTIVE SESSION**
Pursuant to Section 551.071, Texas Government Code, the Council 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. Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

C. Personnel Matters Pursuant to Section 551.074

D. Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations

Pursuant to Section 551.087

8. 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:

9. REAL ESTATE DELIBERATION

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

10. PERSONNEL MATTERS

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

11. SECURITY DEVICES

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

12. 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.

25-1263: Economic Development #22-04

25-1264: Economic Development #22-18

25-1265: Economic Development #23-13

25-1266: Economic Development #25-10

13. CRITICAL INFRASTRUCTURE

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

14. RECONVENE INTO REGULAR SESSION

15. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

16. NEW BUSINESS

25-1267 **25-1267:** Resolution - A Resolution of the Board of Directors of the Mansfield Economic Development Corporation, Approving a First Amendment to the Economic Development Agreement Between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Mansfield, and Nack Development, LLC; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Authorizing the MEDC Board Vice President to Execute said Agreement; and Declaring an Effective Date

Presenters: Jason Moore, Executive Director of Economic Development

Attachments:

1. Resolution - EDA Nack
2. Exhibit A

25-1268 **25-1268:** Resolution - A Resolution of the Board of Directors of the Mansfield Economic Development Corporation Approving a Third Amendment to the Economic Development Agreement Between the City of Mansfield, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number One (TIRZ #1), the Mansfield Economic Development Corporation (MEDC), and Admiral Legacy Investments, LLC; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Authorizing the MEDC Board Vice President to Execute said Agreement; and Declaring an Effective Date

Presenters: Jason Moore, Executive Director of Economic Development

Attachments:

1. Resolution
2. Exhibit A - Third Amendment

17. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

18. STAFF COMMENTS

19. ADJOURN

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: September 3, 2025 prior to 5:00 pm and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

MEDC Admin

Approved as to from

Mansfield Economic Development Corporation - Regular Meeting Minutes
August 5, 2025 - 5:00 PM
Draft
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

Vice President Vivoni called the meeting to order ast 5:00 PM.

2. INVOCATION

Board member Knight led the invocation.

3. TEXAS PLEDGE

Board member Vaszauskas led the Texas Pledge.

4. PUBLIC COMMENTS

Citizens wishing to address the Board on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are not able to do so. All comments are limited to 5 minutes. In order to be recognized during "Citizen Comments," please complete a comment card located at the entry to the city council chambers and present it to the MEDC staff prior to the start of the meeting.

There were no public comments.

5. APPROVAL OF MINUTES

25-1100 **25-1100**: Mansfield Economic Development Corporation
Presenters:
Attachments:
1. Meeting Minutes 07.01.25

A motion was made by Board Member Walker to approve meeting minutes 07-01-25. Seconded by Board Member Knight. The motion by the following vote:

Aye: 5	Kent Knight, James Sellers, Jim Vaszauskas, William Vivoni, Lance Walker
Nay: 0	None
Abstain: 0	None

6. FINANCIALS

25-1074 **25-1074**: Presentation of the Monthly Financial Report for the Period Ending 6/30/2025
Presenters:
Attachments:

1. MEDC Cash Report 6-30-2025

7. NEW BUSINESS

25-1105: 25'-26' Budget Presentation, Discussion, and Possible Action

Presenters: Jason Moore, Executive Director of Economic Development
Attachments: None

A motion was made by Board Member Knight to approve the 25'- 26' MEDC Budget. Seconded by Board Member Walker. The motion by the following vote:

Aye: 5	Kent Knight, James Sellers, Jim Vaszauskas, William Vivoni, Lance Walker
Nay: 0	None
Abstain: 0	None

25-1111: Mansfield Economic Development Corporation Strategic Plan (2025-2029) Presentation, Discussion and Possible Action

Presenters: Jason Moore, Executive Director of Economic Development
Attachments: None

A motion was made by Board Member Sellers to approve Mansfield Economic Development Corporation Strategic Plan 2025-2029.
Seconded by Board Member Walker. The motion by the following vote:

Aye: 5	Kent Knight, James Sellers, Jim Vaszauskas, William Vivoni, Lance Walker
Nay: 0	None
Abstain: 0	None

8. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

Board member Vaszauskas commended the staff for a job well done with the Strategic Plan.

The next board meeting will be held on September 2, 2025.

Upcoming events: Lockheed Martin /Gamma Aerospace Cockpoint Demonstration Event, August 14, 2025.
Mansfield Workforce Summit - October 2, 2025.

9. STAFF COMMENTS

Executive Director Jason Moore gave a presentation on the MEDC budget for FY 25'-26. Assistant Director Rachel Bagley gave a presentation on the Finalized MEDC Strategic Plan to be approved by Council.

10. ADJOURN

A motion was made by Board Member Walker to adjourn the meeting at 5:27 p.m. Seconded by Board Member Knight. The motion by the following vote:

Aye: 5	Kent Knight, James Sellers, Jim Vaszauskas, William Vivoni, Lance Walker
Nay: 0	None
Abstain: 0	None

__________________________________ William Vivoni, Vice President

ATTEST:

__________________________________ Mitzy Shannon, Board Secretary

Mansfield Economic Development Corporation
Cash Report *(Unaudited)*
Period Ending July 31, 2025

Beginning Cash Balance 7-1-2025	**$18,137,297**
Revenue:	
Sales Tax Revenue	$879,082
Interest Income	$46,562
Total Monthly Revenue	**$925,645**
Adjusted Cash Balance	**$19,062,942**
Operating Expenses:	
Administration (5510)	$105,697
Promotions (5520)	$19,718
Retention (5530)	$0
Workforce Development	$0
Total Operating Expenditures	**$125,415**
Debt Expense	
Debt Service Payment	**$3,452,594**
Project Expenditures:	
Economic Development Agreements	
Talley's	
Kimball Property	$0
Hanover	$0
Easy St.	$0
Total Project Expenditures	**$0**
Total Monthly Expenditures	**$3,578,009**
Ending Cash Balance 7-31-2025	**$15,484,933**
Stadium Construction Fund Remaining Balance	$68,066,913
Total Cash	**$83,551,845**
Debt Expense	
New Annual Total Debt Service - FY25	**$3,752,458**
(February and August)	
Remaining Principal Debt Balance	**$94,995,000**

City of Mansfield
Staff Report

Item ID: 25-1267

Agenda Date: September 9, 2025

Title

25-1267: Resolution - A Resolution of the Board of Directors of the Mansfield Economic Development Corporation, Approving a First Amendment to the Economic Development Agreement Between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Mansfield, and Nack Development, LLC; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Authorizing the MEDC Board Vice President to Execute said Agreement; and Declaring an Effective Date

Description/History

On October 9, 2023, by Resolution No. RE-4097-21, City Council authorized an EconomicDevelopment Agreement (the “Agreement”) with Nack Development, LLC (“Developer”), the Mansfield Economic Development Corporation (“MEDC”), and the Board of Directors of Reinvestment Zone Number Two (“TIRZ #2”). The Agreement supports the phased redevelopment of approximately four (4) acres in Downtown Mansfield. The proposed mixed-use project includes approximately 79,000 square feet of retail, restaurant, or professional office space, no fewer than 20 townhomes, 102 multifamily homes, structured parking, plazas, green areas, and decorative alleys for public enjoyment.The project is intended to serve as a catalytic redevelopment effort for the downtown area, advancing City Council’s priorities for urban revitalization, walkable destinations, and expanded housing options. The City, MEDC, and TIRZ #2 agreed to participate in infrastructure support and incentive funding to ensure timely delivery of the project milestones.

Amendment Summary

Since the execution of the Agreement, the City’s acquisition of the Texas Tire parcel, an essential component of Phase I, took longer than anticipated. The closing was completed in April 2025, delaying the Developer’s ability to proceed with demolition and vertical construction.The First Amendment adjusts project milestone dates to align with the delayed property acquisition. Specifically, it provides revised deadlines for demolition, construction commencement, and subsequent phases. All other substantive provisions of the Agreement, including scope of development, incentive structure, and performance requirements, remain in effect.

Strategic Initiative

Develop Strong Economy
Focus on the Future

Recommendation

Staff recommends the Board approve the Resolution

Funding Source

Prepared By

Jason Moore, Executive Director of Economic Development - (817) 728-3651

RESOLUTION NO. ________________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION APPROVING A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, THE CITY OF MANSFIELD, THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, AND NACK DEVELOPMENT, LLC; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AUTHORIZING THE MEDC BOARD VICE PRESIDENT TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the Mansfield Economic Development Corporation (the “Corporation”) is a non-profit industrial development corporation created, existing and governed by Chapters 501, 502 and 504 of the Texas Local Government Code as amended (the “Act”); and

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, on October 9, 2023, by Resolution No. RE-4097-21, City Council authorized the execution of an Economic Development Agreement (the “Agreement”) between the City, the Mansfield Economic Development Corporation (“MEDC”), the Board of Directors of Reinvestment Zone Number Two (“TIRZ #2”) and Nack Development, LLC (Developer); and,

WHEREAS, the executed Agreement is related to the phased development of a mixed-use project on approximately four (4) acres of land in downtown Mansfield, Texas, consisting of approximately 79,000 square feet of Retail, Restaurant or Professional Office space, and no less than 20 townhomes and 102 multifamily homes, together with structured parking, plazas, green areas, and decorative alleys for the enjoyment of the public (the “Project”) and,

WHEREAS, since the execution of the Agreement, the City’s acquisition of the Texas Tire parcel necessary for Phase 1 of the Project took longer than anticipated, with closing completed in April 2025; and,

WHEREAS, the parties desire to amend the Agreement to extend the development milestones accordingly, including new deadlines for demolition and construction, as set forth in this First Amendment; and,

WHEREAS, upon full review and consideration of the First Amendment to the Economic Development Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the agreement should be approved, and the City Manager or his designee, Chairman of the TIRZ #2 Board and the MEDC President shall be authorized to execute on behalf of the City, TIRZ #2 Board and MEDC; and,

WHEREAS, funding for this contract is available from the General Fund, MEDC, and TIRZ #2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, THAT:

SECTION 1.

That the findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the Board and made a part hereof for all purposes.

SECTION 2.

The First Amendment to the Economic Development Agreement in the attached Exhibit "A" is found to be in the best interest of the City of Mansfield, the Corporation, and its citizens and is approved.

SECTION 3.

The Board Vice President of the Corporation is hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 4.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

That this Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION THIS 9TH DAY OF SEPTEMBER, 2025.

____
William Vivoni, Board Vice President, MEDC

ATTEST:

____
Nicole Zaitoon, Board Secretary, MEDC

EXHIBIT "A"

First Amendment to the Economic Development Agreement

FIRST AMENDMENT TO

ECONOMIC DEVELOPMENT AGREEMENT

(NACK DEVELOPMENT)

This First Amendment to the Economic Development Agreement ("First Amendment") is entered into effective as of the last date of execution below by and between the City of Mansfield, Texas ("City"), the Mansfield Economic Development Corporation ("MEDC"), a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code ("Act"), the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Mansfield (the "Zone"), (City, MEDC, and Board are collectively referred to as "Public Parties"), and Nack Development, LLC, a Texas Limited Liability Company (the "Company"). City, MEDC, Board and Company may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, the Parties entered into that certain Economic Development Agreement dated November 2023 (the "Original Agreement"), regarding the phased development of a mixed-use project on approximately four (4) acres of land in downtown Mansfield, Texas, consisting of approximately 79,000 square feet of Retail, Restaurant or Professional Office space, and no less than 20 townhomes and 102 multifamily homes, together with structured parking, plazas, green areas, and decorative alleys for the enjoyment of the public (the "Project"); and

WHEREAS, since the execution of the Original Agreement, the City's acquisition of the Texas Tire parcel necessary for Phase 1 of the Project took longer than anticipated, with closing completed in April 2025; and

WHEREAS, during the due diligence period, an Environmental Phase 1 Report recommended a follow-up Phase 2 Environmental Site Assessment, which Terracon completed in June 2025; and

WHEREAS, the parties desire to amend the Original Agreement to extend the development milestones accordingly, including new deadlines for demolition and construction, as set forth in this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. That the foregoing recitals and findings of fact are hereby incorporated into and made a substantive part of this First Amendment by reference and shall be binding upon the parties hereto.

Section 2. That the following subsections of Article 3 (Company Obligations) of the Original Agreement are hereby repealed and replaced as follows:

> "3.1 Contract of Sale. Within thirty (30) days of City Council approval of the First Amendment to the Agreement, Company must execute the Contract of Sale and any exhibits of the Contract of Sale requiring Company's execution.
>
> (a) At the time determined in the Contract of Sale, Company shall purchase that portion of the Property needed for Phase 1 Improvements in an amount of $2,659,200; and
>
> (b) At the time determined in the Contract of Sale, Company shall purchase that portion of the Property needed for Phase 2 Improvements in an amount of $2,840,358.
>
> * * *
>
> 3.4 Commencement of Construction – Phase 1. Company must achieve Commencement of Construction for Phase 1 Improvements no later than December 1, 2025; provided, however, the City Manager may extend, in his or her sole discretion, such date one time for up to sixty (60) days in the event Company is diligently pursuing the platting, permitting and development of Phase 1 Improvements.
>
> * * *
>
> 3.5 Phase 1 Building Final. No later than March 31, 2027, Company must receive a Building Final for Phase 1 Improvements; provided, however, City Manager may extend, in his or her sole discretion, such date one time for up to one hundred eighty (180) days in the event Company is diligently pursuing the construction of Phase 1 Improvements. All dates provided herein are subject to delays for Force Majeure or unreasonable delays by City (or applicable City official) in providing responses, inspections or issuing certificates.
>
> * * *
>
> 3.6 Phase 2 Commencement. Company must achieve Commencement of Construction for Phase 2 Improvements no later than February 1, 2027."

Section 3. That Article 3 (Company Obligations) of the Original Agreement is hereby amended to add subsection 3.4A, as follows:

> "Section 3.4A Phase 1 Demolition. The Company shall commence demolition of all buildings on the Phase 1 portion of the Property no later than September 15, 2025."

Section 4. That the following subsection of Article 4 (Grants) of the Original Agreement is hereby repealed and replaced as follows:

"4.1 Grants.

(a) Within 30 days of Company's completion of the schematic design (November 2024) of Phase 1 Improvements of the Project, City's approval of the schematic design, and the Director's receipt of a Payment Request, MEDC paid Company a Grant in an amount of $1,500,000, as a direct incentive and for Eligible Costs.

(b) Within 30 days of Commencement of Construction for Phase 1 Improvements of the Project and the Director's receipt of a Payment Request, MEDC will pay Company a Grant in an amount up to $750,000, as a direct incentive and for Eligible Costs.

(c) Within 30 days of the Building Final for Phase 1 Improvements of the Project and the Director's receipt of a Payment Request, MEDC will pay Company a Grant in an amount up to $750,000, as a direct incentive and for Eligible Costs.

(d) Within 30 days of the Building Final for all Phase 2 Improvements of the Project and the Director's receipt of a Payment Request, MEDC will pay Company a Grant in an amount up to $380,000, as a direct incentive and for Eligible Costs."

Section 5. That Exhibit D of the Original Agreement is hereby repealed and replaced with a new and revised Exhibit D, as attached hereto.

Section 6. That the Original Agreement is incorporated herein as if written word for word and shall continue in full force and effect, except as amended by this First Amendment. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Original Agreement, priority of interpretation shall be in the following order: First Amendment, Original Agreement.

Section 7. That this First Amendment shall be effective on the date this First Amendment (including all counterparts) bears the signature of the authorized representatives of all of the parties.

Section 8. That this First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 9. That each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this First Amendment.

[Signatures on the following page(s)]

EXECUTED on this _____ day of ___________________, 2025.

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION,
A Texas non-profit corporation

By: ________________________________

Name: ______________________________

Title: ______________________________

ATTEST:

____
Board Secretary

EXECUTED on this _____ day of ___________________, 2025.

CITY OF MANSFIELD, TEXAS,
a Texas home-rule corporation

____
Joe Smolinski, City Manager, or designee

ATTEST:

____
Susana Marin, City Secretary

EXECUTED on this _____ day of __________________, 2025.

TIRZ BOARD NUMBER 2,

____

Board Chair

ATTEST:

____

Susana Marin, City Secretary

EXECUTED on this 25th day of August, 2025.

NACK DEVELOPMENT LLC,
a Texas limited liability company

By: ___________________________________

Name: Donny Churchman

Title: President

EXHIBIT D

Grant and Payment Schedule

Payment Date	Milestone	Developer Cash to City	380 Grant to Developer	MEDC Grant
11/2023	Schematic Design (full site)			$1,500,000
9/20/25	Land Acquisition PH 1	$2,659,200		
9/30/25	Demolition of PH 1 (demo to start by 9-15-25)		$2,659,200	
12/31/25	Commencement of Construction PH 1			$750,000
11/20/26	Land Acquisition PH 2	$2,840,358		
11/30/26	Demo PH 2		$2,840,358	
12/1/26	Building Final PH 1			$750,000
2/1/27	Destination Restaurant/Retail Tenant CO			
2/1/27	Commencement of Construction PH 2			
6/1/29	Building Final PH 2			$380,000
	TOTALS	$5,499,588	$5,499,588	$3,380,000

	Lease Schedule
Date	Master Lease PMT by City/MEDC/TIRZ
Feb-27	$1,794,000
Feb-28	$1,794,000
Feb-29	$1,794,000
Feb-30	$1,794,000
Feb-31	$1,794,000
TOTAL	$8,970,000.00

City of Mansfield
Staff Report

Item ID: 25-1268

Agenda Date: September 9, 2025

Title

25-1268: Resolution - A Resolution of the Board of Directors of the Mansfield Economic Development Corporation Approving a Third Amendment to the Economic Development Agreement Between the City of Mansfield, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number One (TIRZ #1), the Mansfield Economic Development Corporation (MEDC), and Admiral Legacy Investments, LLC; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Authorizing the MEDC Board Vice President to Execute said Agreement; and Declaring an Effective Date

Description/History

On January 24, 2023, the City of Mansfield, the Mansfield Economic Development Corporation (MEDC), and Admiral Legacy Investments, LLC entered into an Economic Development Agreement (EDA).

Two amendments have since been executed:

1. First Amendment (June 2024): Created a TIRZ reimbursement mechanism.
2. Second Amendment (August 2024): Assigned temporary and permanent drainage responsibilities to the City/MEDC.

Purpose of the Third Amendment

Delays due to drainage requirements and railroad right-of-way coordination necessitate revisions to the overall timeline of the development. With recent approvals, we can proceed with Phase 1A construction. Therefore, the Third Amendment adjusts timelines, modifies grant schedules, rescinds the First Amendment, expands the MEDC lease commitment, and restructures the rental backstop; thus making the project more financeable for the developer, while reducing cash grants from MEDC. The risk is shifted to the performance-side of the project where the master lease and rental backstop have increased, however, as tenants move into the space, those obligations shift to the tenants. Staff is comfortable with this because with a future announcement of a major sublease that staff has been working on, we do not believe the risk of the master lease and rental backstop will materialize beyond the first few years.

Key Revisions

- Rescinds the First Amendment in full
- Updates project milestone dates
- Revises MEDC grant schedule (total not to exceed $6 million)
- Increases MEDC lease commitment from 50% to 70% of Phase 1A RSF
- Extends the rental gap backstop to 20 years
- Replaces TIRZ reimbursement with direct retail incentives
- Modifies Section 4.4 to allow certification of funds via annual appropriations

Strategic Initiative
Develop Strong Economy
Focus on the Future

Recommendation
Staff recommends the Board approve the Resolution

Funding Source

Prepared By
Jason Moore, Executive Director of Economic Development - (817) 728-3651

RESOLUTION NO. 2025-___

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION APPROVING A THIRD AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, TEXAS, THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (TIRZ #1), THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (MEDC), AND ADMIRAL LEGACY INVESTMENTS, LLC; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AUTHORIZING THE MEDC BOARD VICE PRESIDENT TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield and MEDC entered into an EDA with Admiral Legacy Investments, LLC on January 24, 2023;

WHEREAS, the agreement was amended by a First Amendment on June 4, 2024, and a Second Amendment on August 12, 2024;

WHEREAS, the First Amendment established a TIRZ reimbursement mechanism that the parties now wish to rescind; and

WHEREAS, delays related to drainage requirements and railroad coordination have necessitated adjustments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, THAT:

1. The Third Amendment is Approved and the MEDC Board Vice President is authorized to execute the Third Amendment, attached hereto as Exhibit A.

2. The First Amendment is hereby rescinded in its entirety.

3. The Meeting at Which this Resolution is Passed is Open to the Public as Required by Law.

4. This Resolution shall be effective immediately upon passage.

PASSED AND APPROVED ON THIS THE _____ DAY OF ______________, 2025.

____
MEDC Board Vice President

ATTEST:

____
Board Secretary

Exhibit A

THIRD AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Third Amendment to the Economic Development Agreement (this "Third Amendment") is entered into as of ________, __, 2025, by and between the City of Mansfield, Texas (the "City"), the Mansfield Economic Development Corporation ("MEDC"), the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Mansfield (the "Zone"), and Admiral Legacy Investments, LLC (the "Company").

RECITALS

WHEREAS, the City, MEDC, Zone, and Company entered into an Economic Development Agreement dated January 24, 2023 (the "Agreement"); and

WHEREAS, the Agreement was amended by a First Amendment dated June 4, 2024, and a Second Amendment dated August 12, 2024; and

WHEREAS, the parties desire to rescind the First Amendment and further amend the Agreement;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged and confessed, the City, MEDC, Zone, and the Company agree as follows:

1**. Rescission.** The First Amendment to the Agreement is hereby rescinded in its entirety.

2. **Amendments to Section 3.4–3.7**. Project milestones are amended as follows:
- Commencement of Phase 1A: October 31, 2025
- Phase 1A Building Final: December 31, 2027
- Phase 1A Tenant Finish-Out: August 31, 2028
- Commencement of Phase 1B: October 31, 2027

3. **Amendment to Section 4.2.** The MEDC grants shall not exceed $6,000,000, with revised disbursement schedule as follows:
- $1,000,000 at commencement of construction of Phase 1A;
- $500,000 quarterly payments for six quarters (total $3,000,000);
- $1,500,000 at Phase 1A Building Final.

4. **Amendment to Section 4.4**. Proof of funds shall be satisfied by certification of available current-year funds and evidence of budget appropriations for future years, delivered within fifteen (15) days of written request.

5. **Amendment to Section 5.1**. MEDC shall lease seventy percent (70%) of Phase 1A rentable space for a period not to exceed 10 years.

6. **Amendment to Section 6.2.** The rental gap backstop is revised to extend 20 years per new Exhibit D. The rental backstop will pay at 100% occupancy. The base rent for the vacancy will be determined using the base rent for the year in question as described in Base rent column in Exhibit D. The rental gap payments will be paid upfront yearly at the beginning of the rental year.

7. **Retail Incentives**. Upon approval of retail tenants by the MEDC Board, MEDC shall provide a $70/SF tenant improvement allowance for up to 15,000 RSF. Impact Fees and Permit Fees associated with the Retail portion of the development will be deferred and paid for by the Zone at a future date.

8. **Ratification**. Except as expressly amended herein, the Agreement remains in full force and effect.

9. **Exhibit D - Rental Gap Payments shall be replaced as follows:**

The Calendar Years below shall automatically adjust based on completion of construction of Phase 1A, as applicable.

Exhibit D

Lease Backstop Schedule Phase 1A of the Project

CALENDAR YEAR	LEASE YEAR	Rental Gap Guarantee	Base Rent	Lease Backstop (RSF)	Backstop ("Gap") $/RSF	Rental Gap Payment
2027	Year 0	36.00	26.00	152,894	10.00	$1,528,940
2028	Year 1	36.63	26.72	152,894	9.92	$1,515,944
2029	Year 2	37.27	27.45	152,894	9.82	$1,501,627
2030	Year 3	37.92	28.20	152,894	9.72	$1,485,937
2031	Year 4	38.59	28.98	152,894	9.61	$1,468,818
2032	Year 5	38.96	29.78	152,894	9.18	$1,403,452
2033	Year 6	39.33	30.60	152,894	8.73	$1,335,276
2034	Year 7	39.71	31.44	152,894	8.27	$1,264,204
2035	Year 8	40.09	32.30	152,894	7.78	$1,190,144
2036	Year 9	40.47	33.19	152,894	7.28	$1,113,007
2037	Year 10	40.86	34.10	152,894	6.75	$1,032,696
2038	Year 11	41.25	35.04	152,894	6.21	$949,114
2039	Year 12	41.64	36.00	152,894	5.64	$862,162
2040	Year 13	42.04	36.99	152,894	5.05	$771,736
2041	Year 14	42.44	38.01	152,894	4.43	$677,731
2042	Year 15	42.85	39.06	152,894	3.79	$580,038
2043	Year 16	43.26	40.13	152,894	3.13	$478,544
2044	Year 17	43.68	41.23	152,894	2.44	$373,135
2045	Year 18	44.09	42.37	152,894	1.72	$263,692
2046	Year 19	44.52	43.53	152,894	0.98	$150,093

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Economic Development Agreement as of the day and year first above written.

COMPANY

Admiral Legacy Investments, LLC

By: ___________________________
Name: Ese Aihie
Title: __________________________

CITY

City of Mansfield, Texas

By: ___________________________
Name: __________________________
Title: __________________________

ATTEST:

By: ___________________________
Name: Susan Marin
Title: City Secretary

TIRZ #1 BOARD OF DIRECTORS

By: ___________________________
Name: __________________________
Title: Board Chair

ATTEST:

By: ___________________________
Name: Susan Marin
Title: City Secretary

MEDC BOARD OF DIRECTORS

By: ____________________________
Name: William Vivoni
Title: Board Vice President

ATTEST:

By: ____________________________
Name: Nicole Zaitoon
Title: Board Secretary

APPROVED AS TO FORM:

By: ____________________________
Name: Victor Flores
Title: City Attorney