



Mansfield Economic Development Corporation - Regular Meeting

March 3, 2026 - 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

26-1945 Meeting Minutes 01-06-2026

Presenters:

Attachments:

1. Meeting Minutes 01-06-2026

26-1996 Joint Meeting Minutes 02-05-26

Presenters:

Attachments:

1. Joint Meeting Minutes 02-05-26

6. FINANCIALS

26-1986 Presentation of the monthly Financial Report for the period ending 1/31/2026.

Presenters:

Attachments:

1. MEDC January 2026

7. NEW BUSINESS

26-1967 Discussion, Consideration, and Possible Action on the First Amendment to the Economic Development Agreement with Hanna Surveying and Engineering, LLC.

Presenters: Natalie Phelps, Project Manager

Attachments:

1. ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
2. SITE PLAN
3. RENDERING
4. GRADING PLAN

26-1979 A Resolution of the Mansfield Economic Development Corporation designating Matt Jones and its registered agent.

Presenters: Rachel Bagley, Assistant Director of Economic Development

Attachments:

1. Resolution - Matt Jones Registered Agent
2. Statement of Change Registered Agent
3. Form 802 MEDC Registered Agent

8. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

9. STAFF COMMENTS

10. 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: February 27, 2026 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.

Mitzy Shannon EDC Rep.

Approved as to from



**Mansfield Economic Development Corporation - Regular Meeting Minutes
January 6, 2026 - 5:00 PM
Draft**

Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

President Vaszauskas called the meeting to order at 5:00 PM.

Present: Kent Knight, Jim Vaszauskas, William Vivoni, Lance Walker, Nicole Zaitoon

Absent: Eulanie Lashley, Jacqueline Williams

2. INVOCATION

Board member Knight led the invocation.

3. TEXAS PLEDGE

Board member Walker 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

25-1737 Meeting Minutes 12-02-25

Presenters:

Attachments:

1. Meeting Minutes 12-02-25

**A motion was made by MEDC Vice President Vivoni to approve the minutes of 12-02-25
Seconded by Board Member Knight. The motion PASSED by the following vote:**

Aye: 5 Kent Knight, Jim Vaszauskas, William Vivoni, Lance Walker, Nicole Zaitoon

Nay: 0 None

Abstain: 0 None

6. FINANCIALS

Board Member Lashley arrived at 5:04 PM.

7. 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.

The board did not recess into executive session.

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. 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.

10. RECONVENE INTO REGULAR SESSION

11. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

12. NEW BUSINESS

- 25-1736 **25-1736** — A Resolution of the Board of Directors of the Mansfield Economic Development Corporation Authorizing the Dedication of a Permanent Right-of-Way to the City of Mansfield for a Portion of Land Along South Mitchell Road; and Providing an Effective Date.
Presenters: Jason Moore, Executive Director of Economic Development
Attachments:
1. Resolution
2. Permanent Right-of-Way Dedication Deed

A motion was made by Board Member Walker to approve item 25-1629.

Seconded by Board Member Knight. The motion PASSED by the following vote:

Aye: 6 Kent Knight, Jim Vaszauskas, William Vivoni, Lance Walker, Nicole Zaitoon, Eulanie Lashley

Nay: 0 None

Abstain: 0 None

13. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

Board members Walker and Knight expressed gratitude to Executive Director Jason Moore for his service in his role at Mansfield Economic Development. President Vaszauskas also thanked Jason and congratulated him on his new position.

14. STAFF COMMENTS

Executive Director Jason Moore expressed his appreciation to the board members for their dedicated service.

There will be no regular meeting on February 3, 2026, due to the Joint Board meeting on February 5, 2026.

15. ADJOURN

A motion was made by Board Member Knight to adjourn the meeting at 5:14 p.m. seconded by Board Member Lashley. The motion PASSED by the following vote:

Aye: 6	Kent Knight, Jim Vaszauskas, William Vivoni, Lance Walker, Nicole Zaitoon, Eulanie Lashley
Nay: 0	None
Abstain: 0	None

_____ Jim Vaszauskas, Chair

ATTEST:

_____ Mitzy Shannon, Board Liaison



**Mansfield Economic Development Corporation - Special Meeting Minutes
February 5, 2026 - 5:30 PM
Draft**

The Grandview at Sellmark
2201 Heritage Parkway, Suite 107, Mansfield, TX 76063

**JOINT MEETING WITH THE PLANNING AND ZONING COMMISSION, MANSFIELD
ECONOMIC DEVELOPMENT CORPORATION, AND MANSFIELD PARK FACILITIES
DEVELOPMENT CORPORATION**

1. CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 5:30 p.m.

2. INVOCATION

Council member Bounds gave the invocation.

3. PLEDGE OF ALLEGIANCE

Council member Simmons gave led the Pledge of Allegiance.

4. TEXAS PLEDGE

Council member Fresquez led the Texas Pledge.

5. 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.

Joan Cain, 1942 Newt Patterson Road - Ms. Cain complimented the City Council, Mansfield Park Facilities Development Corporation, and city staff on the inclusive updates made to Katherine Rose Memorial Park. Ms. Cain also remarked on the Enabling Movement Foundation she cofounded and their desire to assist in future endeavors to support further inclusivity.

Kevin Robedee, 1209 Rosa Lane - Dr. Robedee spoke on the infrastructure and traffic surrounding the new Costco development.

6. OPENING REMARKS

City Manager Joe Smolinski made opening remarks and spoke on the meeting's agenda, the City's updated vision and mission statements, and recognized Jason Moore, Executive Director of Economic Development, for his service to the City.

7. MAYOR AND COUNCIL DISCUSSION OF COLLECTIVE VISION FOR BOARDS AND COMMISSIONS

There was no discussion.

8. SPOTLIGHT ON PLANNING AND ZONING COMMISSION

Presentation from Urban3 Regarding Fiscal Sustainability and Land Use Planning

Joe Minicozzi, founder and principal of Urban3, gave the presentation. Mr. Minicozzi spoke on land production, taxable values, tax systems, the general fund budget, and the findings of a case study of the City of Mansfield including market value per acre and productivity. He touched on spatializing tax breaks, land use types including residential, commercial, and mixed use, scale and use comparison, land value per acre, land use, sales tax analysis, annexation history, fiscal audit analysis, and return on investment. Mr. Minicozzi provided numerous comparison examples with different cities in the DFW metroplex, spoke on main takeaways, and answered questions.

Presentation and Discussion Regarding the Active Transportation and Safety Plan

Monica Lucia, Transportation Planning Associate at Kimley-Horn, presented the Active Transportation and Safety Plan. She spoke on the project timeline, community engagement, draft plan structure, pedestrian system master plan, bicycle system master plan, bicycle and pedestrian priority focus areas selection, high injury network, road safety audit corridors, ADA transition plan, city owned facility review - sidewalk corridors, project prioritization, and action matrix structure. Ms. Lucia touched on the next steps and answered questions.

Presentation and Discussion Regarding the Mansfield 2040 Comprehensive Plan

Clayton Comstock, Executive Director of Planning and Development, spoke on the Mansfield 2040 public dashboard, development process improvements, Tyler Enterprise Permitting and Licensing implementation, the Development Review Committee Process Sub-Committee workto-date, core process direction, and upcoming code updates and projects.

9. SPOTLIGHT ON MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

Presentation and Discussion Regarding the Strategic Plan

Jason Moore, Assistant Director of Economic Development Rachel Bagley, Business Retention and Expansion Manager Natalie Phelps, and Economic Development Specialist II Alexis Orosco spoke on the Mansfield Economic Development Corporation strategy and goals. They touched on growing targeted industries, revitalizing historic downtown, expanding tourism and amenities, supporting small businesses and entrepreneurship, and investing in infrastructure and development capacity.

Presentation Regarding Current Projects

Jason spoke on the Staybolt Street development, Rachel spoke on communications, the Economic Development Corporation website, the Linq, and Historic Downtown, Natalie spoke on business expansion and retention strategies, and Alexis spoke on economic development data analytics. Jason next spoke on MEDC focus areas for the next year and answered questions.

10. SPOTLIGHT ON MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION

Master Plan Update

Matt Young, Executive Director of Community Services, spoke on the Master Plan five-year

update which included key outcomes, improving park distribution throughout the City, the trail master plan, action items, projects, the park impact report, the economic impact of parks, park usage trends, and community bonds.

Current Projects Update

Matt spoke on capital projects recently completed including Katherine Rose Memorial Park, Mans Best Field Dog Park, and Moody Park. He next spoke on capital projects currently under construction including playground shade structures, the Man House Museum kitchen, Walnut Creek Linear Trail 3B, and Julian Feild Park. Finally, Matt spoke on upcoming capital projects, including Julian Feild Park Phase 2, Rose Park Phase 2, Robert and Ann Smith Park, Walnut Creek Linear Trail Phase 4, Forest Brook Linear Trail, and Geyer Commons.

11. CLOSING REMARKS

Joe Smolinski gave closing remarks.

12. ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 8:12 p.m. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye:	Michael Evans, Larry Broseh, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons
Nay:	None
Abstain:	None

_____ Jim Vaszauskas, Chair

ATTEST:

_____ Mitzy Shannon, Board Secretary

Mansfield Economic Development Corporation

Cash Report (Unaudited)

Period Ending January 31, 2026

Beginning Cash Balance 1-1-2026 **\$5,454,743**

Revenue:

Sales Tax Revenue \$1,229,138

Interest Income \$42,768

Total Monthly Revenue **\$1,271,906**

Adjusted Cash Balance **\$6,726,649**

Operating Expenses:

Administration (5510) \$183,477

Promotions (5520) \$325

Retention (5530) \$2,377

Workforce Development \$0

Total Operating Expenditures **\$186,179**

Debt Expense

Debt Service Payment **\$0**

Project Expenditures:

Economic Development Agreements

Talley's

Kimball Property \$0

Hanover \$0

Easy St. \$0

Total Project Expenditures **\$0**

Total Monthly Expenditures **\$186,179**

Ending Cash Balance 1-31-2026 **\$6,540,471**

Stadium Construction Fund Remaining Balance \$32,349,068

Total Cash \$38,889,539

Debt Expense

New Annual Total Debt Service - FY26 \$5,357,637

(February and August)

Remaining Principal Debt Balance \$94,995,000

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
HANNA SURVEYING AND ENGINEERING, LLC**

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

RECITALS:

WHEREAS, Company is the developer of a Project, hereinafter defined, known as HANNA SURVEYING AND ENGINEERING LLC located, generally at 1460 N US 287 FRONTAGE ROAD in the City of Mansfield, Texas (the “Property”), as further described in **Exhibit A**; and

WHEREAS, Company intends to develop the Project as further described in **Exhibit B**, which will include an office building; and

WHEREAS, as a component of the development of the Project, Company will be constructing retaining wall improvements, as shown in **Exhibit C**; and

WHEREAS, Company has requested financial assistance from the Corporation for the construction of the improvements, and the Board of Directors of the Corporation find that the requested grants will be used to fund a “project” as defined in Section 501.103 of the Act and that such grants is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises.

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

**ARTICLE 1
DEFINITIONS**

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

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

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

“City” means the City of Mansfield, Texas.

"Commencement of Construction" shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project, as the case may be; (ii) all necessary permits for the construction of the Project, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction of the foundations commenced for the Project, as the case may be, has commenced.

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

“Effective Date” means the date this Agreement is fully executed by both the Corporation and Company.

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

“Expiration Date” shall mean three years from the Effective Date, unless sooner terminated as provided herein.

“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.

“Grant” means the payment to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements, the maximum grant payment shall be the lesser of: (i) 100% of the actual costs of the Improvements, or (ii) \$145,000. The Grant will be paid upon the Company obtaining a Certificate of Occupancy, as described in Article 4.

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

“Improvements” means the retaining wall improvements constructed by Company on the Property, as shown and described on the attached **Exhibit C**.

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

“Project” means the Hanna Surveying and Engineering, LLC office development as further illustrated in **Exhibit B**.

“Property” means the property located at 1460 North US 287 Frontage Road, Mansfield, Texas, as shown on the attached **Exhibit A**.

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

ARTICLE 2 TERM

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

ARTICLE 3 COVENANTS OF COMPANY

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

- (a) Obtain Commencement of Construction for the Project by December 31, 2026;
- (b) Receive a Certificate of Occupancy for the Project no later than December 31, 2027;
- (b) Make a Capital Investment of no less than \$3,000,000 for the Project;
- (c) Make the Improvements on the Property; and
- (d) Comply with all building codes and other ordinances of the City applicable to the design and construction of the restaurant and Improvements.

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

repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Corporation.

ARTICLE 4

GRANTS BY CORPORATION

Provided that Company is in compliance with the terms of this Agreement, and upon full satisfaction by Company of the conditions set forth above in Article 3, Corporation will pay Company the Grant within thirty (30) days of receipt of a Payment Request, provided Company is in compliance with the terms of this Agreement.

ARTICLE 5

TERMINATION, OFFSET, AND REPAYMENT

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

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

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City of Mansfield by Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court. Such offset right shall not apply to any sum timely and properly protested and contested in accordance with applicable law.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(d), Company shall immediately refund to Corporation an amount equal to the amount of the Grants that have been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist

or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Corporation) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 ACCESS TO INFORMATION

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

ARTICLE 8 GENERAL PROVISIONS

8.01 Mutual Assistance. Company 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.

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

8.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

8.06 Successors and Assigns.

(a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation.

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

8.07 Notice. Any 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:

COMPANY:	Hanna Surveying and Engineering 1380 N US 287 Frontage Road, Suite 101 Mansfield, Texas, 76063 ATTN: Sam Hanna
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CORPORATION: Mansfield Economic Development Corporation
1200 E Broad Street
Mansfield, Texas 76063
Attn: Director

With a copy to: City Attorney
Victor Flores
1200 E Broad Street
Mansfield, Texas 76063

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

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

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

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

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

8.13 Force Majeure. If 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.

8.14 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.

8.15 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for special, consequential (including lost profits), or exemplary damages.

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

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

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

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Jim Vaszauskas, Board President

Date: _____

ATTEST:

Nicole Zaitoon, Board Secretary

Hanna Surveying and Engineering

By: Amanda Hanna
Amanda Hanna, President

Date: 29 January 2026

EXHIBIT “A”

Property

EXHIBIT “B”

Project

EXHIBIT “C”

Improvements



DEVELOPER/OWNER:
HANNA SURVEYING AND
ENGINEERING, LLC
SAM HANNA
1380 US 287 FRONTAGE RD.,
SUITE 101
MANSFIELD, TEXAS 76063
SAM@HANNA-SE.COM
(682) 553-9474

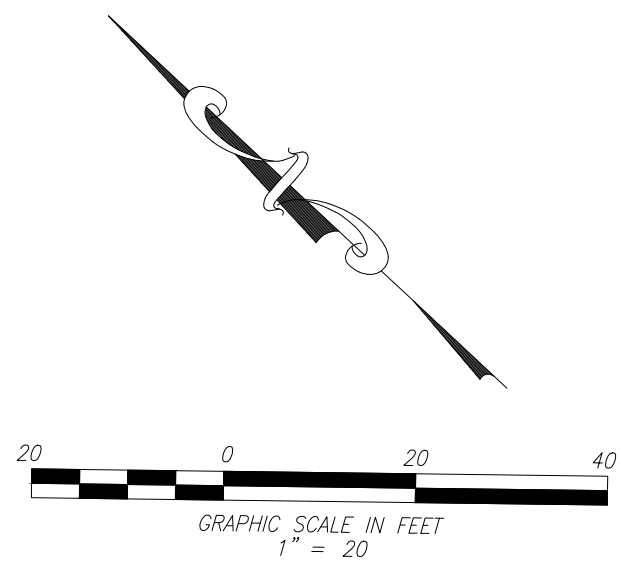
LOT 1R3B, BLOCK 1
MANSFIELD 287 ADDITION
MANSFIELD, TEXAS 75119

HANNA SURVEYING AND ENGINEERING, LLC.

THESE DOCUMENTS ARE
FOR DESIGN REVIEW AND
NOT INTENDED FOR
CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.
THEY WERE PREPARED BY
OR UNDER THE
SUPERVISION OF:

C-6.0

11 OF 43



=====	PROPERTY LINE
=====	EASEMENT
=====	EXISTING CURB AND GUTTER
=====	EXISTING ASPHALT
=====	EXISTING OVERHEAD ELECTRIC
=====	EXISTING UNDERGROUND ELECTRIC
=====	EXISTING SANITARY SEWER
=====	EXISTING WATER
=====	EXISTING GAS
=====	EXISTING STORM SEWER
=====	EXISTING CONTOUR
=====	PROPOSED WALL
=====	PROPOSED CURB AND GUTTER
=====	PROPOSED CONTOUR
=====	DRAINAGE PATH
TW	TOP OF WALL
BW	BOTTOM OF WALL
FG	FINISHED GRADE
GC	GUTTER
TP	TOP OF PAVEMENT
TP/HP	TOP OF PAVEMENT/HIGH POINT
BC	BACK OF CURB
FFE	FINISHED FLOOR ELEVATION
	PROPOSED STRIPING

1. THE QUANTITIES GIVEN BELOW ARE THE ENGINEERS OPINION OF ANTICIPATED EARTH WORK QUANTITIES. THE CALCULATIONS ARE COMPUTED BY COMPARING THE EXISTING TOP OF SURFACE TO PROPOSED TOP OF SURFACE. THESE CALCULATIONS DO NOT INCLUDE UTILITY SPOILS. THE CONTRACTOR IS REQUIRED TO DO THEIR OWN EARTH WORK QUANTITY TAKE OFF PRIOR TO BIDDING THE PROJECT. THE ENGINEER ASSUMES NO LIABILITY FOR QUANTITY OVERRUNS OR UNDERRUNS, THESE QUANTITIES ARE FOR THE BENEFIT OF THE PROJECT OWNER.

CUT: 77.34 CY
FILL: 9,604.84 CY
PAVEMENT: 204.16 CY
NET: 9,323.34 CY FIL

CP # 500 (SITE)
ELEV: 620.88
N: 6898515.91
E: 238860.95
MAG NAIL SET WITH WASHER
STAMPED, "HSE"

CP # 501 (SITE)
ELEV: 628.97
N: 6898843.85
E: 2388320.09
MAG NAIL SET WITH WASHER
STAMPED, "HSE"

**Know what's below.
Call before you dig.**

NOTE:
CONTRACTOR TO CALL TEXAS 811 PRIOR TO ANY ON-SITE EXCAVATION.
CONTRACTOR TO VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF
ALL EXISTING UTILITIES, BOTH THOSE SHOWN AND NOT SHOWN ON
THESE PLANS, PRIOR TO BEGINNING ANY CONSTRUCTION/EXCAVATION
AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. EXISTING
UTILITIES SHOWN ON THESE PLANS ARE BASED ON A COMBINATION OF
FIELD SURVEY DATA, UTILITY OWNER RECORD DRAWINGS.

RESOLUTION NO. _____

**A RESOLUTION OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
DESIGNATING MATT JONES AS ITS REGISTERED AGENT.**

WHEREAS, the Mansfield Economic Development Corporation (“MEDC”) is a Texas non-profit corporation operating as a Type A Economic Development Corporation under the Development Corporation Act, codified in Subtitle C1 of Title 12 of the Texas Local Government Code, Chapters 501 through 505 (the “Act”), the Texas Non-Profit Corporation Act, as amended, and other applicable laws; and

WHEREAS, the MEDC promotes economic development within the City of Mansfield (the “City”) to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for and on behalf of the City by developing, implementing, providing, and financing projects under the Act; and

WHEREAS, Section 501.351 of the Act requires the MEDC to continuously maintain a registered agent; and

WHEREAS, the current listed registered agent for the MEDC is no longer employed by the City; and

WHEREAS, the MEDC board desires to designate Matt Jones as the new registered agent for the MEDC.

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

SECTION 1.

Matt Jones is designated as the registered agent of the MEDC.

SECTION 2.

The MEDC’s staff is authorized to file a statement with the Secretary of State, as required by the Act, and MEDC staff and the MEDC President are authorized to take all actions necessary to effectuate the change of the registered agent.

SECTION 3.

This Resolution shall become effective from and after its passage.

Passed and Approved this _____ day of _____, 2026.

**MANSFIELD ECONOMIC DEVELOPMENT
CORPORATION:**

By: _____
Jim Vaszauskas, President

ATTEST:

Board Secretary

STATEMENT OF CHANGE OF REGISTERED AGENT

ENTITY INFORMATION

1. The name of the entity is Mansfield Economic Development Corporation.
2. The file number issued to the filing entity by the Secretary of State is 0144581701.
3. The name of the registered agent as currently shown on the records of the Secretary of State is Jason Moore.

The postal mailing address of the registered office as currently shown on the records of the Secretary of State is 301 S. Main, Mansfield, Texas 76063.

CHANGE OF REGISTERED AGENT

4. The certificate of formation or registration is modified to change the registered agent of the filing entity as follows:

The new registered agent is an individual resident of the state whose name is:
Mr. Matt Jones

The new postal mailing address of the corporation's registered office and the postal mailing address of the business office of the corporation's registered agent as changed will be the same.

New address:

1200 E Broad Street, Mansfield, Texas 76063

STATEMENT OF APPROVAL

The change specified in this statement has been authorized by the corporation's board of directors through adoption of Resolution No. [REDACTED].

EFFECTIVENESS OF FILING:

In accordance with Section 501.352(d) of the Texas Local Government Code, this document becomes effective on the filing of the statement by the Secretary of State.

EXECUTION:

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: _____

Jim Vaszauskas, President

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned Notary Public, on this day personally appeared JIM VASZAUSKAS, who being by me duly sworn, stated upon his oath that he is the President of the Mansfield Economic Development Corporation; that he is authorized to execute this Statement of Change of Registered Agent on behalf of the Corporation; that he has read the above and foregoing; and that every material statement contained herein is true and correct, to the best of his knowledge and belief.

Jim Vaszauskas

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2026.

Notary Public, in and for the State of
Texas

Form 802—General Information
(Periodic Report – Nonprofit Corporation)

The attached form is drafted to meet minimal statutory filing requirements pursuant to the relevant code provisions. This form and the information provided are not substitutes for the advice and services of an attorney and tax specialist.

Commentary

A nonprofit corporation is required by Section 22.357 of the Texas Business Organizations Code (BOC) to file a periodic report that lists the names and addresses of all directors and officers of the corporation. The Office of the Secretary of State may require a domestic nonprofit corporation or a foreign nonprofit corporation registered to transact business in this state to file a report not more than once every four years. The failure to file the report when due will result, after notice, in the involuntary termination of the domestic corporation or the revocation of the registration of the foreign corporation.

Please note that a document on file with the Secretary of State is a public record that is subject to public access and disclosure. When providing address information for a director or officer, use a business or post office box address rather than a residence address if privacy concerns are an issue.

Instructions for Form

- **File Number:** It is recommended that the file number assigned by the Secretary of State be provided to facilitate processing of the document.
- **1—Corporation Name:** Provide the legal name of the corporation. Changes to the name of the corporation require an amendment to the certificate or registration of the corporation. See **Additional Documentation** instructions below.
- **2—Jurisdictional Information:** Provide the state or other jurisdiction under the laws of which the corporation is formed.
- **3—Registered Agent:** The registered agent can be either: (option A) a domestic entity or a foreign entity that is registered to do business in Texas; or (option B) an individual resident of the state. The corporation cannot act as its own registered agent; do not enter the entity name as the name of the registered agent.

Consent: A person designated as the registered agent of an entity must have consented, either in a written or electronic form, to serve as the registered agent of the entity. Although consent is required, a copy of the person's written or electronic consent need not be submitted with the periodic report. *The liabilities and penalties imposed by Sections 4.007 and 4.008 of the BOC apply with respect to a false statement in a filing instrument that names a person as the registered agent of an entity without that person's consent.* (BOC § 5.207)

- **4—Registered Office Address:** The registered office address must be located at a street address where service of process may be personally served on the entity's registered agent during normal business hours. Although the registered office is not required to be the entity's principal place of business, the registered office may not be solely a mailbox service or telephone answering service. (BOC § 5.201)

- **5—Principal Office Address:** Provide the street or mailing address of the principal office of the corporation in the state or country under the laws of which the corporation is incorporated if the corporation is a foreign corporation.
- **6—Directors:** Provide the name and address of each member of the board of directors. A corporation is generally managed by a board of directors. However, a corporation that has members may be managed by its members or by a board of directors. A minimum of three directors is required. If the space provided is insufficient, include the information as an attachment to this form for item 6.
- **7—Officers:** Provide the name, address, and title of each officer. The officers of a corporation must include a president and a secretary and may also consist of one or more vice-presidents, a treasurer, and such other officers and assistant officers as may be deemed necessary. Any one person may serve in more than one office, except the offices of president and secretary. If the space provided is insufficient, include the information as an attachment to this form for item 7.
- **Execution:** Pursuant to Section 4.001 of the BOC, the periodic report must be signed by a person authorized by the BOC to act on behalf of the entity in regard to the filing instrument. Generally, a governing person or managerial official of the entity signs a filing instrument. The periodic report need not be notarized; however, before signing, please read the statements on this form carefully. The designation or appointment of a person as registered agent by an organizer or managerial official is an affirmation by the organizer or managerial official that the person named in the instrument as registered agent has consented to serve in that capacity. (BOC § 5.2011)

A person commits an offense under Section 4.008 of the BOC if the person signs or directs the filing of a filing instrument the person knows is materially false with the intent that the instrument be delivered to the Secretary of State for filing. The offense is a Class A misdemeanor unless the person's intent is to harm or defraud another, in which case the offense is a state jail felony.

- **Filing Fees:** The filing fee for a periodic report for a nonprofit corporation is \$5. If the corporation has forfeited its right to conduct affairs for failure to file the periodic report within thirty (30) days of the first notification, the fee is the original \$5 plus a late fee of \$1 per month or part of a month for one hundred twenty (120) days following the forfeiture, but not less than \$5 nor more than \$25.
- **Additional Documentation:**
Name Change (optional): To change the name of the corporation at the same time of filing the required periodic report, an amendment (Form 424 or 412, as appropriate) and filing fee of \$25 and Form 802 and filing fee (as stated in **Filing Fees**), must be submitted at the same time to the Reports Unit for filing.

Reinstatement: If the report is not filed within the one hundred twenty (120) day period from the date of the second notification, the domestic corporation will be involuntarily terminated or the registration of the foreign corporation will be revoked. The corporation may be relieved of the involuntary termination or revocation and reinstated by filing the required periodic report (Form 802) and filing fee of \$25.

Tax Clearance from Comptroller of Public Accounts: If the corporation is not tax exempt, a tax clearance letter from the Texas Comptroller of Public Accounts stating that the filing entity has satisfied all franchise tax liabilities and may be reinstated is required to be filed with Form 802 and filing fee of \$25. Form 811 is not required when reinstating. Contact the Comptroller for assistance in complying with franchise tax filing requirements and obtaining the necessary tax clearance letter by email at: tax.help@cpa.state.tx.us or by calling (800) 252-1381 or (512) 463-4600.

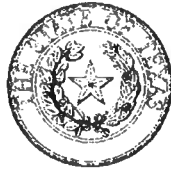
Amendment to Certificate of Formation or Registration: The name of the corporation must be available at the time of reinstatement. The administrative rules adopted for determining entity name availability (Texas Administrative Code, Title 1, Part 4, Chapter 79, subchapter C) may be viewed at: <http://www.sos.state.tx.us/tac/index.shtml> A preliminary determination on “name availability” may be obtained by calling (512) 463-5555 or e-mail to: corpinfo@sos.state.tx.us

At the time of reinstating, if the corporation name is no longer available, or if written consent is required but cannot be obtained for the use of the name, simultaneously submit: (A) a certificate of amendment to the certificate of formation to change the name of the domestic entity as a condition of reinstatement; or (B) an amended registration to state the assumed name under which the foreign entity shall transact business. The amendment (Form 424 or 412, as appropriate) and filing fee of **\$25 and** Form 802 and filing fee of **\$25, and** the tax clearance letter, must be submitted at the same time to the Reports Unit for filing. Forms 424 and 412 are available at: http://www.sos.state.tx.us/corp/forms_boc.shtml

Upon completing the reinstatement process of submitting all required forms, paying all applicable filing fees, and meeting all filing requirements, the status of the nonprofit corporation will be changed to in existence.

- **Payment Instructions:** Accepted methods of payment are: (1) a check or money order payable through a U.S. bank or financial institution made payable to the **Secretary of State**; (2) a valid American Express, Discover, MasterCard, or Visa credit card (subject to a statutorily authorized convenience fee of 2.7% of the total fees incurred); (3) a funded LegalEase account; or (4) a prefunded Secretary of State client account. Use Form 815 at: http://www.sos.state.tx.us/corp/forms_reports.shtml to pay by credit card, LegalEase, or client account.
- **Delivery Instructions:** Submit the completed form(s), with the filing fees, in duplicate to the Secretary of State. Mail to: Secretary of State, Reports Unit, P.O. Box 12028, Austin, Texas 78711-2028; deliver to: James Earl Rudder Office Building, Reports Unit, 1019 Brazos, Austin, Texas 78701; or fax to: (512) 463-1423 (requires Form 815 for payment). On filing the document(s), the Secretary of State will return the appropriate evidence of filing to the submitter together with a file-stamped copy of the document, if a duplicate copy was provided as instructed. If you require additional assistance, you may contact the Reports Unit at: (512) 475-2705.

Revised 08/12

Form 802 (Revised 08/12)	 Periodic Report of a Nonprofit Corporation	This space reserved for filing office use.
Submit in duplicate to: Secretary of State Reports Unit P.O. Box 12028 Austin, TX 78711-2028 Phone: (512) 475-2705 FAX: (512) 463-1423 Dial: 7-1-1 for Relay Services Filing Fee: See Instructions		

File Number: 0144581701

1. The name of the corporation is: *(A name change requires an amendment; see Instructions)*

Mansfield Economic Development Corporation

2. It is incorporated under the laws of: *(Set forth state or foreign country)* Texas

3. The name of the registered agent is:

☐ A. The registered agent is a corporation (cannot be entity named above) by the name of:

OR

☒ B. The registered agent is an individual resident of the state whose name is:

Matt

Jones

First Name

MI

Last Name

Suffix

4. The registered office address, which is identical to the business address of the registered agent in Texas, is:

1200 E Broad Street

Mansfield

TX

76063

Street Address

City

State

Zip Code

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:

Street or Mailing Address

City

State

Zip Code

Country

6. The names and addresses of all directors of the corporation are: *(A minimum of three directors is required.)*

(If additional space is needed, include the information as an attachment to this form for item 6.)

<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Suffix</i>	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Suffix</i>	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Suffix</i>	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

7. The names, addresses, and titles of all officers of the corporation are: (The offices of president and secretary must be filled, but both may not be held by the same officer.)

(If additional space is needed, include the information as an attachment to this form for item 7.)

Jim Vaszauskas					Officer Title
					President
First Name	MI	Last Name	Suffix		
1200 E Broad Street		Mansfield	TX	76063	USA
Street or Mailing Address		City	State	Zip Code	Country

Nicole Zaitoon					Officer Title
					Secretary
First Name	MI	Last Name	Suffix		
1200 E Broad Street		Mansfield	TX	76063	USA
Street or Mailing Address		City	State	Zip Code	Country

William Vivoni					Officer Title
					Vice President
First Name	MI	Last Name	Suffix		
1200 E Broad Street		Mansfield	TX	76063	USA
Street or Mailing Address		City	State	Zip Code	Country

Execution:

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 2/2/20


Signature of authorized officer