



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, January 9, 2023

2:00 PM

Council Chambers

REGULAR MEETING

1. 2:00 P.M. - CALL MEETING TO ORDER

2. WORK SESSION

Discussion Regarding Potential Ballot Propositions

Discussion Regarding a Proposed Townhouse Development on Toll Road 360 in South Pointe

Discussion Regarding the January 9, 2023 Consent Agenda Items

3. 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. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 348-270155-14

Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 3.D of the Agenda

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

Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

Board Interviews

Appointment of City Attorney

City Manager's Quarterly Update

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

Economic Development Project #16-05

Economic Development Project #22-23

Economic Development Project #22-24

4. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION

5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

6. INVOCATION

7. PLEDGE OF ALLEGIANCE

8. TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

9. PRESENTATION

Salvation Army Mayoral Red Kettle Challenge Trophy Presentation

10. PROCLAMATION

[22-5127](#)

Proclamation - Recognition of Council Member Mike Leyman

11. CITIZEN COMMENTS

Citizens wishing to address the Council on non-public hearing 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 Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK UNLESS YOU ARE SPEAKING ON A SCHEDULED PUBLIC HEARING ITEM. After the close of the citizen

comments portion of the meeting only comments related to public hearings will be heard. All comments are limited to five (5) minutes.

In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow card located at the entrance of the Council Chambers. Please present the card to the Assistant City Secretary prior to the start of the meeting.

12. COUNCIL ANNOUNCEMENTS

13. SUB-COMMITTEE REPORTS

[22-5125](#) Minutes - Approval of the December 12, 2022 TIF Reinvestment Zone #1 Board Meeting Minutes (vote will be only by members of the sub-committee: Broseh (Chair), Leyman, Tonore, and Evans)

Presenters: Keera Seiger

Attachments: [DRAFT Meeting Minutes](#)

14. STAFF COMMENTS

In addition to matters specifically listed below, Staff comments may include updates on ongoing or proposed projects and address of posted agenda items.

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

15. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

16. CONSENT AGENDA

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff's recommendation.

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[22-5116](#) Resolution - A Resolution Authorizing the Application for a Transportation Alternatives Grant to the Texas Department of Transportation for the development of an Active Transportation and Safety Plan

Presenters: Bart VanAmburgh

Attachments: [Resolution](#)

[22-5117](#) Resolution - A Resolution Authorizing Funding for an Amount Not to Exceed \$350,000.00 and Awarding a Contract for the Construction of a Community Development Block Grant - Cares Act Project for Cotton Drive Water Line Improvements (West Broad St. to Wilson Dr.) to Excel 4 Construction, LLC (Utility Fund, Community Development Block Grant

Program - Cares Act Entitlement Funds)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[Map](#)

[Bid Tabulation](#)

[22-5118](#)

Resolution - A Resolution Authorizing a Change Order and Providing Additional Funds for Holland Road Phase 2 Improvements (Stonebriar Trail to Garden Path Lane) with Ed Bell Construction Company for an Amount Not to Exceed \$657,800.16 (Utility Fund)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[Map](#)

[Proposed Value Engineering Options](#)

[22-5119](#)

Resolution - A Resolution Authorizing Funding for the Purchase of a 30-inch Flow Control Valve for the 30-inch Lone Star Rd Water Line to Municipal Valve & Equipment Company through the Interlocal Purchasing System (TIPS) for an Amount Not to Exceed \$208,100.00 (Utility Fund)

Presenters: Alex Whiteway

Attachments: [Resolution](#)

[22-5126](#)

Resolution - A Resolution Authorizing a Contract with Freese & Nichols, Inc. for the 2023 Water and Wastewater Master Plan and Impact Fee Update for an Amount Not to Exceed \$390,000 (Utility Fund)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[22-5122](#)

Minutes - Approval of the December 12, 2022 1:30 p.m. Regular City Council Meeting Minutes

Presenters: Keera Seiger

Attachments: [DRAFT Meeting Minutes](#)

[22-5123](#)

Minutes - Approval of the December 12, 2022 7:00 p.m. Regular City Council Meeting Minutes

Presenters: Keera Seiger

Attachments: [DRAFT Meeting Minutes](#)

[22-5124](#)

Minutes - Approval of the December 19, 2022 Special City Council Meeting Minutes

Presenters: Keera Seiger

Attachments: [DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

17. OLD BUSINESS

[22-5106](#) Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Crystal Window and Door Systems; Authorizing the City Manager and MEDC President to Execute Said Agreement; and Providing an Effective Date

Presenters: Jason Moore

Attachments: [Resolution](#)

18. PUBLIC HEARING AND FIRST READING

[22-5110](#) Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155, "Zoning" of the Mansfield Code of Ordinances to revise the Permitted Use Table in Section 155.054(B) and the Special Conditions in Section 155.099(B)(40) related to Donation Boxes (OA#23-001)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Redline](#)

19. NEW BUSINESS

[22-5077](#) Ordinance - An Ordinance of the City of Mansfield, Texas, Amending Chapter 116.03 "Revocation of Permit," Providing that this Ordinance Shall be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty for Violation; Providing for the Publication as Required by Law; and Providing an Effective Date

Presenters: Nicolette Ricciuti

Attachments: [Ordinance](#)

[Redline](#)

[22-5107](#) Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Reinvestment Zone Number One, and Admiral Legacy, LLC; Authorizing the City Manager, MEDC President, and TIRZ #1 Board Chair, to Execute Said Agreement; and Providing an Effective Date

Presenters: Jason Moore

Attachments: [Resolution](#)

[Economic Development Agreement](#)

[Form 1295](#)

[22-5115](#) Review and Consideration of a Request to Approve Modifications to the South Pointe Planned Development (PD) District Standards, Office

Residential (OR) Sub-District; RUBY 07 SPMTGE LLC, developer
(ZC#04-012C)

Presenters: Jason Alexander

Attachments: [Addendum to PD Standards](#)

[Location Map](#)

[Site Plan](#)

[Townhome Renderings](#)

20. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the January 9, 2023 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on January 5, 2023 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 473-0211 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE CELL PHONES WHILE THE CITY COUNCIL MEETING IS IN SESSION.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 22-5127

Agenda Date: 1/9/2023

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title

Proclamation - Recognition of Council Member Mike Leyman



CITY OF MANSFIELD

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STAFF REPORT

File Number: 22-5125

Agenda Date: 1/9/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the December 12, 2022 TIF Reinvestment Zone #1 Board Meeting
Minutes (vote will be only by members of the sub-committee: Broseh (Chair), Leyman, Tonore,
and Evans)

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the December 12, 2022 TIF Reinvestment Zone #1 Board Meeting are in
DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Keera Seiger, Assistant City Secretary
817-276-4204



CITY OF MANSFIELD

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Meeting Minutes - Draft

TIF Reinvestment Zone Number One Board of Directors

Monday, December 12, 2022

12:30 PM

City Hall

CALL TO ORDER

Chair Broseh called the meeting to order at 12:33 p.m.

Staff present: City Manager Joe Smolinski, Deputy City Manager Shelly Lanners, Assistant City Manager Matt Jones, Chief Financial Officer Troy Lestina, Executive Director of Economic Development Jason Moore, Director of Public Works Bart VanAmburgh, Assistant Director of Public Works - City Engineer Raymond Coffman, Assistant City Secretary Keera Seiger

Absent 2 - Devan Allen and Todd Tonore

Present 4 - Alberto Mares; Larry Broseh; Mike Leyman and Michael Evans

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

Discussion and Possible Action Regarding an Economic Development Agreement Between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Reinvestment Zone Number One, and Admiral Legacy, LLC

Executive Director of Economic Development Jason Moore spoke on the terms of agreement with the Mansfield Economic Development Corporation and Admiral Legacy, and answered questions. There was discussion regarding commitments from community partners, zoning, and the execution of a term sheet.

A motion was made by Board Member Evans to authorize the City Manager to execute a term sheet with Admiral Legacy. Seconded by Board Member Leyman. The motion CARRIED by the following vote:

Aye: 4 - Alberto Mares; Larry Broseh; Mike Leyman and Michael Evans

Nay: 0

Absent: 2 - Devan Allen and Todd Tonore

Abstain: 0

Discussion and Possible Action Regarding Funding for the Design of Cannon Drive South

Assistant Director of Public Works - City Engineer Raymond Coffman spoke on the request that the TIRZ #1 Board provides funding in the amount of \$325,000.00 for the

design of Cannon Drive South and answered questions. Chief Financial Officer Troy Lestina answered questions.

A motion was made by Board Member Evans to recommend the TIRZ #1 Board funds the \$325,000.00 for the project. Seconded by Board Member Leyman. The motion CARRIED by the following vote:

Aye: 4 - Alberto Mares; Larry Broseh; Mike Leyman and Michael Evans

Nay: 0

Absent: 2 - Devan Allen and Todd Tonore

Abstain: 0

ADJOURNMENT

Chair Broseh adjourned the meeting at 1:05 p.m.

ATTEST: Larry Broseh, Chair

Keera Seiger, Assistant City Secretary



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STAFF REPORT

File Number: 22-5116

Agenda Date: 1/9/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the Application for a Transportation Alternatives Grant to the Texas Department of Transportation for the development of an Active Transportation and Safety Plan

Requested Action

Consider the authorization of the grant application.

Recommendation

Approval of the Resolution authorizing the grant application.

Description/History

The Transportation Alternatives Grant is a federally funded grant opportunity for non-motorized transportation projects that improve safety, access and mobility. A new eligible activity for the 2023 program is the development of Active Transportation Planning Documents. The proposed project for this grant application is to develop an Active Transportation and Safety Plan for Mansfield's pedestrian and bicycling needs. The plan will include a detailed inventory of all pedestrian and bicycle infrastructure within the city's public right-of-way; engage the public and stakeholders; analyze and conduct safety assessments of existing conditions and needs; and develop a prioritized action plan and ADA Transition plan. A presentation was made to City Council at the December 12, 2022 meeting on this topic. The attached resolution is to seek City Council's approval to apply for this grant.

The grant process requires a preliminary application by January 27, 2023 to the Texas Department of Transportation. The first screening of applications will be complete by March 27, 2023 and the selected projects will move to a detailed application submittal by June 5. Final decisions by TxDOT are scheduled for August 18, 2023. The estimated cost for this effort will be approximately \$600,000, with 80% of the cost funded by the federal program. The city is obligated for 20% of the cost.

Justification

The proposed Action Plan will set a detailed course for improvements to our pedestrian and bicycling transportation network. It will put Mansfield in compliance with the ADA Transition planning requirement for our public right-of-way. A well-prepared Safety Plan is also a necessary component to apply for many other significant grant opportunities for future projects identified in the final report.

Funding Source

Identifying the funding source is not necessary at this time. Staff and City Council will discuss this during upcoming capital and budget planning for FY2024.

Prepared By

Bart VanAmburgh, Executive Director of Infrastructure Development, 817-276-4233

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPLICATION FOR A TRANSPORTATION ALTERNATIVES GRANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF AN ACTIVE TRANSPORTATION AND SAFETY PLAN

WHEREAS, the Texas Department of Transportation (TxDOT) has opened the 2023 Transportation Alternatives (TA) Call for Projects, with preliminary applications due by January 27, 2023; and,

WHEREAS, the City of Mansfield City Council was briefed on the grant program and eligibility of projects at the December 12, 2022 Council meeting and is in full support of submitting an application to develop an Active Transportation and Safety Plan to address the city’s needs for safe access and mobility for pedestrians and bicyclists; and,

WHEREAS, the City of Mansfield commits to fund the required 20% local match for an Active Transportation and Safety Plan if Mansfield is selected by TxDOT for the TA grant; and,

WHEREAS, the City of Mansfield agrees to comply with all program rules as set out in the grant program guidelines including entering an Advance Funding Agreement with TxDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The City Manager or designee is authorized to execute all documents and make application to TxDOT for the 2023 Transportation Alternatives Call for Projects for the purpose of preparing an Active Transportation and Safety Plan.

SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
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STAFF REPORT

File Number: 22-5117

Agenda Date: 1/9/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding for an Amount Not to Exceed \$350,000.00 and Awarding a Contract for the Construction of a Community Development Block Grant - Cares Act Project for Cotton Drive Water Line Improvements (West Broad St. to Wilson Dr.) to Excel 4 Construction, LLC (Utility Fund, Community Development Block Grant Program - Cares Act Entitlement Funds)

Requested Action

Consider the Resolution authorizing funding for an amount not to exceed \$350,000.00 and awarding a contract for the construction of a Community Development Block Grant - Cares Act Project for Cotton Dr. Water Line Improvements (W. Broad to Wilson Dr.) to Excel 4 Construction, LLC.

Recommendation

The Engineering Staff recommends approval of the Resolution.

Description/History

In response to combating the effects of COVID-19, the U.S. Department of Housing and Urban Development (HUD) allocated special Community Development Block Grant (CDBG) funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Tarrant County, TX received a total of \$6,430,388 in Community Development Block Grant - Care's Act (CDBG-CV) Entitlement funds to be used to prevent, prepare for and respond to COVID-19.

Replacement of the water line along Cotton Dr. has been included in the Utility Capital Improvement Plan since 2015 and has been previously designed as part of the Westside Sewer and Water Improvements project. City staff submitted this project in June of 2022 to Tarrant County as a candidate for the above funding and was awarded \$240,500 in CDBG-CV funds to contribute to the project funding.

The project was bid at the offices of Tarrant County Community Development on November 30, 2022 and there were four bidders for the project. Bids ranged from a low bid of \$318,097.00 to a high bid of \$530,303.35. The bid tabulation is attached. The lowest and best bidder was determined to be Excel 4 Construction, LLC. The contract time for this project is ninety (90) calendar days or approximately 3 months.

The requested funds are for the construction contract in the amount of \$318,097.00, material testing, and other miscellaneous services needed to complete the construction of the project within a budget not to exceed \$350,000.00.

The funding will be in the amounts of \$240,500.00 from the Community Development Block Grant - Cares Act Entitlement Funds and \$109,500.00 from the Utility Fund.

Justification

Excel 4 Construction, LLC has not previously completed a job in Mansfield. After researching past projects and receiving a recommendation from Dunaway Engineering, the Engineering Department feels that Excel 4 Construction, LLC has the necessary staff and equipment to successfully complete the project within the required contract time.

The City Engineer will attend the meeting to answer Council's questions regarding the proposed contract. A resolution is attached for Council's consideration.

Funding Source

The funding will be from the Community Development Block Grant-Cares Act Entitlement Funds with excess costs from the Utility Fund.

Prepared By

Gus Chavarria, Capital Improvements Project Manager, Engineering Department,
817-276-4235

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$350,000.00 AND AWARDING A CONTRACT FOR THE CONSTRUCTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT - CARES ACT PROJECT FOR COTTON DRIVE WATER LINE IMPROVEMENTS (WEST BROAD ST. TO WILSON DR.) TO EXCEL 4 CONSTRUCTION, LLC (UTILITY FUND, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CARES ACT ENTITLEMENT FUNDS)

WHEREAS, the Tarrant County Court Community Development Department has publicly advertised and requested competitive bids for the Cotton Dr. Water Line Improvements; and,

WHEREAS, all bids were received, opened and publicly read aloud on November 30, 2022; and,

WHEREAS, the expenditure of \$240,500 of the funds stated herein will be secured from the Community Development Block Grant – Cares Act Entitlement Funds; and,

WHEREAS, the excess expenditure for the project will be secured from the City of Mansfield Utility Fund; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the construction provided for herein be started at the earliest possible date to ensure necessary service and delivery; and,

WHEREAS, after review of all bids received, it is the recommendation and determination of Council that the "lowest and best" bid is that of Excel 4 Construction, LLC, at \$318,097.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The contract for construction of the Cotton Dr. Water Line Improvements will be awarded to Excel 4 Construction, LLC, for an amount not to exceed Three Hundred Eighteen Thousand Ninety-Seven and 00/100 Dollars (\$318,097.00) and funded through the Community Development Block Grant – Cares Act Entitlement Funds and the Utility Fund.

SECTION 2.

The City Manager or his Designee is hereby authorized and directed to execute contractual documents for material testing and other miscellaneous services to complete construction of the project.

SECTION 3.

Funding is hereby authorized in the amount of Two Hundred Forty Thousand Five Hundred and 00/100 Dollars (\$240,500.00) from the Community Development Block Grant – Cares Act Entitlement Funds and One Hundred Nine Thousand Five Hundred and 00/100 Dollars (\$109,500.00) from the City of Mansfield Utility Fund for a total of \$350,000.00 to complete the construction of this project.

SECTION 4.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



WILSON DRIVE

BILLINGSLEA DRIVE

COTTON DRIVE

MORGAN ROAD

SAYERS STREET

W BROAD STREET

S 6TH AVENUE

S 5TH AVENUE

W KIMBALL STREET

EDDIE COURT

DAWSON STREET

S 4TH AVENUE





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5118

Agenda Date: 1/9/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing a Change Order and Providing Additional Funds for Holland Road Phase 2 Improvements (Stonebriar Trail to Garden Path Lane) with Ed Bell Construction Company for an Amount Not to Exceed \$657,800.16 (Utility Fund)

Requested Action

Consider the Resolution authorizing a Change Order to the contract of Ed Bell Construction Company for Holland Road Phase 2 Improvements (Stonebriar Trail to Garden Path Lane).

Recommendation

The Engineering Staff recommends approval of the Resolution.

Description/History

The Holland Road Phase 2 Improvements project was awarded to Ed Bell Construction Company on December 13, 2021 for an amount not to exceed \$13,956,277.11. To mitigate potential pavement failure due to the significant sanitary sewer depth, an alternative was provided for the sanitary sewer trench backfill. This alternative included flowable fill to within ten feet to the top of pavement for a cost of \$1,724,250.00. Based on the high cost of this alternative, Staff recommended award of the base bid without this alternative. At the time of award it was stated that a lower cost option would be investigated as a change order.

After the project started, alternatives to the flowable fill were proposed by Ed Bell to provide a better trench backfill option than native material while still being a lesser cost than the as-bid flowable fill alternative. The proposed option is to replace the flowable fill above the pipe embedment zone with material meeting the TxDOT specification of Type A Grade 1 Flexible Base. The proposed cost for this change is \$657,800.16.

Justification

The Engineering Design Consultant and city staff agree that the proposed option of flexible base material above the pipe embedment zone can provide a much more stable trench backfill than the native material. It is understood that the contractor will have methods in place to achieve appropriate compaction with the material especially given the possibility of groundwater. After significant discussion, both staff and Freese and Nichols agree that the

construction, compaction and de-watering methods proposed by the contractor will accomplish the desired compaction and better protect the future pavement. Therefore, the proposed change for flexible base material is recommended.

The City Engineer will attend the meeting to answer Council's questions regarding the proposed contract modification and funding. A resolution is attached for Council's consideration.

Funding Source

The funding source will be from the Utility Fund.

Prepared By

Gus Chavarria, Capital Improvements Project Manager, Engineering Dept., 817-276-4235

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CHANGE ORDER AND PROVIDING ADDITIONAL FUNDS FOR HOLLAND ROAD PHASE 2 IMPROVEMENTS (STONEBRIAR TRAIL TO GARDEN PATH LANE) WITH ED BELL CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$657,800.16 (UTILITY FUND)

WHEREAS, the City of Mansfield has awarded a contract for Holland Road Phase 2 Improvements (Stonebriar Trail to Garden Path Lane) to Ed Bell Construction Company per Resolution No. 3808-21; and,

WHEREAS, it is necessary to add other needed improvements; and,

WHEREAS, the funding for the additional improvements stated herein will be secured from the Utility Fund; and,

WHEREAS, after careful study of all facts, the City Council of Mansfield recognizes that it is in the best interest of the citizens of the City of Mansfield that the construction of the additional improvements and additional quantities provided herein is justified and be started at the earliest possible date to ensure necessary service and delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The City Manager or his designee is hereby authorized and directed to execute a Change Order with Ed Bell Construction Company for the Holland Road Phase 2 Improvements (Stonebriar Trail to Garden Path Lane) for an amount not to exceed Six Hundred Fifty-Seven Thousand Eight Hundred and 16/100 Dollars (\$657,800.16).

SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



HOLLAND RD.

24" SANITARY SEWER LINE

12" WATER LINE

2-5'X4' BOX CULVERTS

2-8'X4' BOX CULVERTS

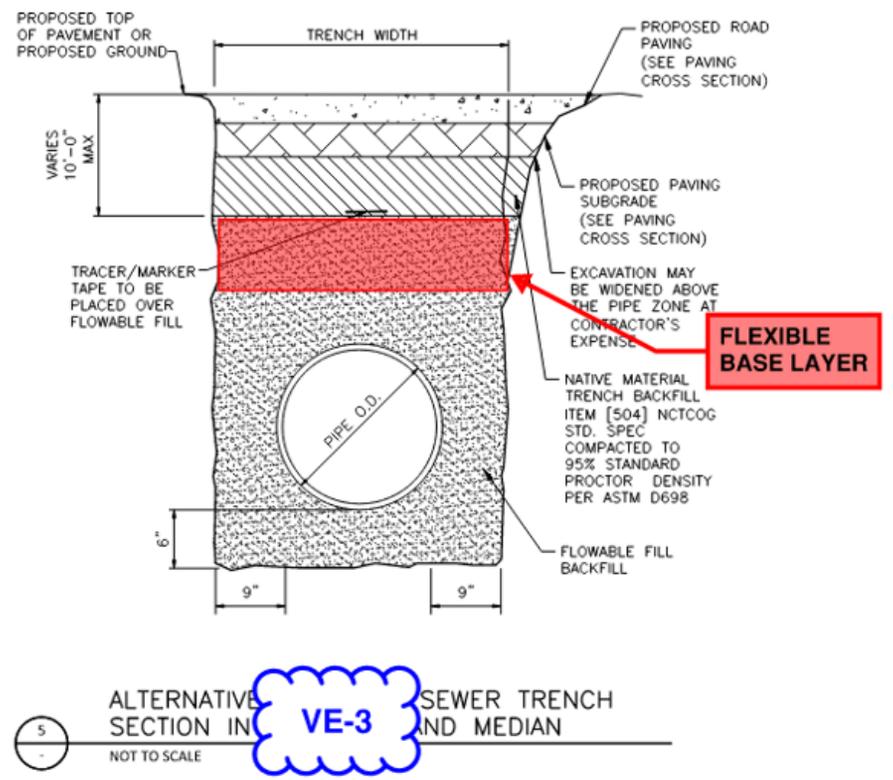
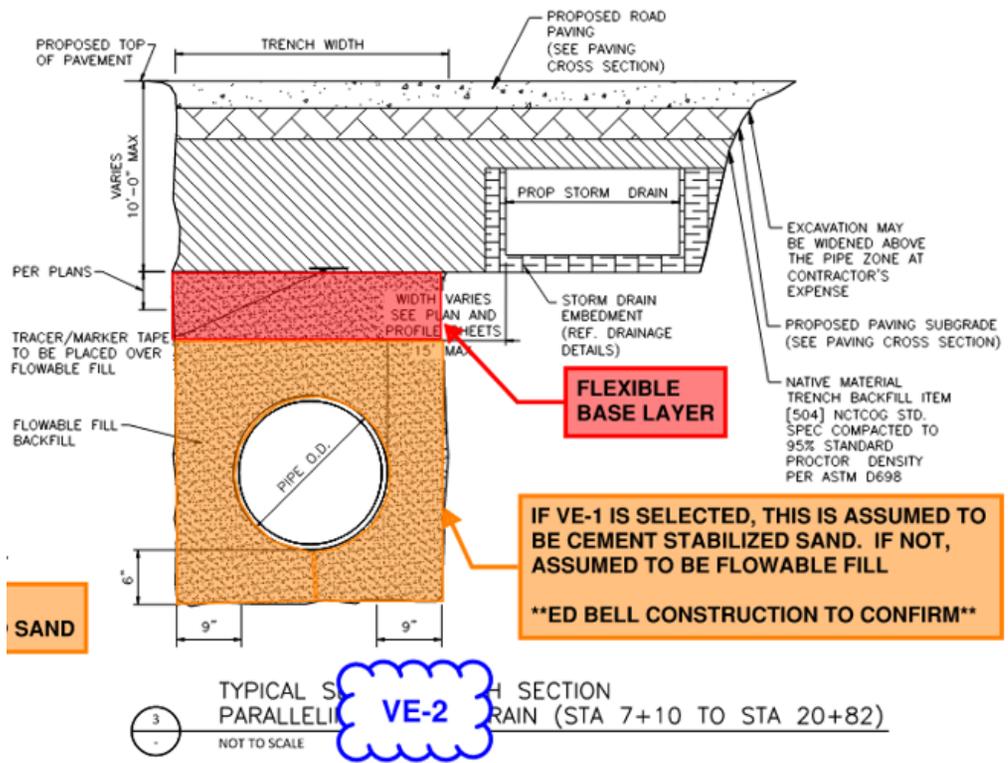
PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

VALUE OPTION PROPOSAL SUMMARY		
ORIGINAL BASE BID - EBCC		\$ 13,549,783.60
VE-1 OPTION	\$ (13,254.00)	\$ 13,536,529.60
VE-2 OPTION	\$ (261,493.44)	\$ 13,288,290.16
VE-1 & 2 OPTION	\$ (274,747.44)	\$ 13,275,036.16
ORIGINAL SECTION I BID - EBCC		\$ 1,724,250.00
VE-3 OPTION	\$ (804,956.40)	\$ 919,293.60
TOTAL REVISED AMOUNT ALL OPTIONS		\$ 14,194,329.76

HOLLAND RD. PHASE II AWARD TO ED BELL CONSTRUCTION		13,956,277.11
SECTION I - ADDITIVE ALTERNATIVE	1,724,250.00	
SECTION I MODIFICATION VE-2-FLEX BASE ABOVE EMBEDMENT ZONE ADJACENT TO STORM DRAIN PER SHEET DT-2, DETAIL 3	(261,493.44)	
SECTION I MODIFICATION VE-3-FLEX BASE ABOVE EMBEDMENT ZONE FOR REMAINDER OF PIPE	<u>(804,956.40)</u>	
ADDITION TO BASE BID		<u>657,800.16</u>
HOLLAND RD. TOTAL REVISED AMOUNT		14,614,077.27



HOLLAND RD. PHASE II AWARD TO ED BELL CONSTRUCTION

13,956,277.11

- SECTION I - ADDITIVE ALTERNATIVE
- SECTION I MODIFICATION VE-2-FLEX BASE ABOVE EMBEDMENT ZONE ADJACENT TO STORM DRAIN PER SHEET DT-2, DETAIL 3
- SECTION I MODIFICATION VE-3-FLEX BASE ABOVE EMBEDMENT ZONE FOR REMAINDER OF PIPE
- ADDITION TO BASE BID**

1,724,250.00

(261,493.44)

(804,956.40)

657,800.16

HOLLAND RD. TOTAL REVISED AMOUNT

14,614,077.27

PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

RECAP OF SECTION I ALTERNATE FOR REFERENCE:

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSAL SECTION I - ADD ALT SS TRENCH ALT (AS BID)					
I-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)(BB D-1)	-8.00	LF	\$ 440.00	\$ (3,520.00)
I-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)(BB D-2)	-3,412.00	LF	\$ 473.00	\$ (1,613,876.00)
I-3	10" SDR-26 PVC SEWER PIPE (BID ITEM NO. D-4)	-33.00	LF	\$ 203.50	\$ (6,715.50)
I-4	8" SDR-26 PVC SEWER PIPE (BID ITEM NO. D-5)	-271.00	LF	\$ 170.50	\$ (46,205.50)
I-5	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	8.00	LF	\$ 907.50	\$ 7,260.00
I-6	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	3,412.00	LF	\$ 940.50	\$ 3,208,986.00
I-7	10" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A)	33.00	LF	\$ 616.00	\$ 20,328.00
I-8	8" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A)	271.00	LF	\$ 583.00	\$ 157,993.00
					\$ 1,724,250.00

PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

VALUE OPTION 1 SAN SEWER - REPLACE FLOWABLE FILL IN THE EMBEDMENT ZONE WITH CEMENT TREATED SAND:

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSED VE-1 - SS TRENCH ALT (PROPOSED)(FF/CTS)					
DELETE BASE BID ITEMS					
D-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-8.00	LF	\$ 440.00	\$ (3,520.00)
D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-4,784.00	LF	\$ 473.00	\$ (2,262,832.00)
D-3	15" SDR-26 PVC SEWER PIPE	-26.00	LF	\$ 225.50	\$ (5,863.00)
D-4	10" SDR-26 PVC SEWER PIPE	-33.00	LF	\$ 203.50	\$ (6,715.50)
D-5	8" SDR-26 PVC SEWER PIPE	-557.00	LF	\$ 170.50	\$ (94,968.50)
D-6	6" SDR-26 PVC SEWER PIPE	-15.00	LF	\$ 159.50	\$ (2,392.50)
ADD VE OPTION 1 ITEMS					
VE1-D-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE1	8.00	LF	\$ 436.00	\$ 3,488.00
VE1-D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE1	4,784.00	LF	\$ 470.50	\$ 2,250,872.00
VE1-D-3	15" SDR-26 PVC SEWER PIPE VE1	26.00	LF	\$ 223.50	\$ 5,811.00
VE1-D-4	10" SDR-26 PVC SEWER PIPE VE1	33.00	LF	\$ 201.50	\$ 6,649.50
VE1-D-5	8" SDR-26 PVC SEWER PIPE VE1	557.00	LF	\$ 168.50	\$ 93,854.50
VE1-D-6	6" SDR-26 PVC SEWER PIPE VE1	15.00	LF	\$ 157.50	\$ 2,362.50
				VE-1 SAVINGS	\$ (13,254.00)

PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

VALUE OPTION 2 SAN SEWER - REPLACE FLOWABLE FILL (DETAIL 3 ON DT-2) ABOVE EMBEDMENT ZONE WITH TYPE A, GR 1 FLEX BASE

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSED VE-2 - SS TRENCH ALT (PROPOSED)(FF/A1FB)					
DELETE BASE BID ITEM					
D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-4,784.00	LF	\$ 473.00	\$ (2,262,832.00)
ADD VE OPTION 2 ITEM					
VE2-D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE2	4,784.00	LF	\$ 418.34	\$ 2,001,338.56
				VE-2 SAVINGS	\$ (261,493.44)

PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

VALUE OPTION 1 AND 2 SAN SEWER COMBINED:

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSED VE-1 - SS TRENCH ALT (PROPOSED)(FF/CTS)					
DELETE BASE BID ITEMS					
D-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-8.00	LF	\$ 440.00	\$ (3,520.00)
D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-4,784.00	LF	\$ 473.00	\$ (2,262,832.00)
D-3	15" SDR-26 PVC SEWER PIPE	-26.00	LF	\$ 225.50	\$ (5,863.00)
D-4	10" SDR-26 PVC SEWER PIPE	-33.00	LF	\$ 203.50	\$ (6,715.50)
D-5	8" SDR-26 PVC SEWER PIPE	-557.00	LF	\$ 170.50	\$ (94,968.50)
D-6	6" SDR-26 PVC SEWER PIPE	-15.00	LF	\$ 159.50	\$ (2,392.50)
ADD VE OPTION 1 AND 2 ITEMS					
VE1-D-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE1	8.00	LF	\$ 436.00	\$ 3,488.00
VE2-D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE2	4,784.00	LF	\$ 415.84	\$ 1,989,378.56
VE1-D-3	15" SDR-26 PVC SEWER PIPE VE1	26.00	LF	\$ 223.50	\$ 5,811.00
VE1-D-4	10" SDR-26 PVC SEWER PIPE VE1	33.00	LF	\$ 201.50	\$ 6,649.50
VE1-D-5	8" SDR-26 PVC SEWER PIPE VE1	557.00	LF	\$ 168.50	\$ 93,854.50
VE1-D-6	6" SDR-26 PVC SEWER PIPE VE1	15.00	LF	\$ 157.50	\$ 2,362.50
				VE-1&2 SAVINGS	\$ (274,747.44)

PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

VALUE OPTION 3 SAN SEWER - REPLACE FLOWABLE FILL BACKFILL ABOVE EMBEDMENT ZONE WITH TYPE A, GR 1 FLEX BASE

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSED VE-3 - SS TRENCH ALT (PROPOSED) (FF/A1FB)					
DELETE SECTION I ALT BID ITEMS					
I-5	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)(BB D-1)	-8.00	LF	\$ 907.50	\$ (7,260.00)
I-6	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)(BB D-2)	-3,412.00	LF	\$ 940.50	\$ (3,208,986.00)
I-7	10" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A)	-33.00	LF	\$ 616.00	\$ (20,328.00)
I-8	8" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A)	-271.00	LF	\$ 583.00	\$ (157,993.00)
ADD PROPOSED VE OPTION 3 ITEMS FOR SECTION I					
VE-3-I-5	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE3	8.00	LF	\$ 690.50	\$ 5,524.00
VE-3-I-6	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE3	3,412.00	LF	\$ 723.80	\$ 2,469,605.60
VE-3-I-7	10" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A) VE3	33.00	LF	\$ 406.00	\$ 13,398.00
VE-3-I-8	8" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A) VE3	271.00	LF	\$ 373.00	\$ 101,083.00
					\$ (804,956.40)

PROPOSED VE OPTIONS

HOLLAND ROAD - PHASE 2

BID NO. 2021-41-04-05

VALUE OPTION 1 AND 2 SAN SEWER COMBINED:

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSED VE-1 - SS TRENCH ALT (PROPOSED)(FF/CTS)					
DELETE BASE BID ITEMS					
D-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-8.00	LF	\$ 440.00	\$ (3,520.00)
D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)	-4,784.00	LF	\$ 473.00	\$ (2,262,832.00)
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D-4	10" SDR-26 PVC SEWER PIPE	-33.00	LF	\$ 203.50	\$ (6,715.50)
D-5	8" SDR-26 PVC SEWER PIPE	-557.00	LF	\$ 170.50	\$ (94,968.50)
D-6	6" SDR-26 PVC SEWER PIPE	-15.00	LF	\$ 159.50	\$ (2,392.50)
ADD VE OPTION 1 AND 2 ITEMS					
VE1-D-1	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE1	8.00	LF	\$ 436.00	\$ 3,488.00
VE2-D-2	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE2	4,784.00	LF	\$ 415.84	\$ 1,989,378.56
VE1-D-3	15" SDR-26 PVC SEWER PIPE VE1	26.00	LF	\$ 223.50	\$ 5,811.00
VE1-D-4	10" SDR-26 PVC SEWER PIPE VE1	33.00	LF	\$ 201.50	\$ 6,649.50
VE1-D-5	8" SDR-26 PVC SEWER PIPE VE1	557.00	LF	\$ 168.50	\$ 93,854.50
VE1-D-6	6" SDR-26 PVC SEWER PIPE VE1	15.00	LF	\$ 157.50	\$ 2,362.50
				VE-1&2 SAVINGS	\$ (274,747.44)

VALUE OPTION 3 SAN SEWER - REPLACE FLOWABLE FILL BACKFILL ABOVE EMBEDMENT ZONE WITH TYPE A, GR 1 FLEX BASE

Item No.	Bid Item Description	Bid Qty	Units	EBCC Unit Bid	EBCC total
PROPOSED VE-3 - SS TRENCH ALT (PROPOSED) (FF/A1FB)					
DELETE SECTION I ALT BID ITEMS					
I-5	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)(BB D-1)	-8.00	LF	\$ 907.50	\$ (7,260.00)
I-6	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY)(BB D-2)	-3,412.00	LF	\$ 940.50	\$ (3,208,986.00)
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I-8	8" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A)	-271.00	LF	\$ 583.00	\$ (157,993.00)
ADD PROPOSED VE OPTION 3 ITEMS FOR SECTION I					
VE-3-I-5	30" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE3	8.00	LF	\$ 690.50	\$ 5,524.00
VE-3-I-6	24" PS 115 PVC SEWER PIPE (PVC PIPE PROVIDED BY CITY) VE3	3,412.00	LF	\$ 723.80	\$ 2,469,605.60
VE-3-I-7	10" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A) VE3	33.00	LF	\$ 406.00	\$ 13,398.00
VE-3-I-8	8" SDR-26 PVC SEWER PIPE (TRENCH ALTERNATIVE A) VE3	271.00	LF	\$ 373.00	\$ 101,083.00
					\$ (804,956.40)



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5119

Agenda Date: 1/9/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding for the Purchase of a 30-inch Flow Control Valve for the 30-inch Lone Star Rd Water Line to Municipal Valve & Equipment Company through the Interlocal Purchasing System (TIPS) for an Amount Not to Exceed \$208,100.00 (Utility Fund)

Requested Action

Consider the resolution authorizing funds in the amount of Two Hundred Eight Thousand One Hundred Dollars and Zero Cents \$208,100.00 and approval of a contract with Municipal Valve & Equipment Company for the Purchase of a 30-inch Flow Control Valve for the 30-inch Lone Star Rd Water Line.

Recommendation

Staff recommends approval

Description/History

A new 30-inch transmission water line is being installed along Lone Star Rd. This resolution (RE-3921-22) was approved by council on October 10, 2022.

Justification

The 30-inch flow control valve is needed to regulate the amount of water that flows through the water line. The flow control valve will be connected to the supervisory control and data acquisition system (SCADA) that is controlled from the Bud Ervin Water Treatment Plant. This will allow staff to control the correct amount of water needed on demand.

Funding Source

Utility Operations Fund

Prepared By

Alex Whiteway., Assistant Director, Utilities Department
817-728-3615

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FUNDING FOR THE PURCHASE OF A 30-INCH FLOW CONTROL VALVE FOR THE 30-INCH LONE STAR RD WATER LINE TO MUNICIPAL VALVE & EQUIPMENT COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR AN AMOUNT NOT TO EXCEED \$208,100.00 (UTILITY FUND)

WHEREAS, the City of Mansfield received the Bid through the Interlocal Puchasing System TIPS; and,

WHEREAS, the funding source for the Purchase of a 30” Flow Control Valve will be from the Utility Fund; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the purchase provided for herein be done at the earlist possible date to insure necessary service and delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The City Manager or his designee is authorized to execute an agreement with Municipal Valve & Equipment Company for the purchase of a 30” Flow Control Valve for an amount of Two Hundred Thousand One Hundred Dollars And No Cents (\$208,000.00).

SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5126

Agenda Date: 1/9/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing a Contract with Freese & Nichols, Inc. for the 2023 Water and Wastewater Master Plan and Impact Fee Update for an Amount Not to Exceed \$390,000 (Utility Fund)

Requested Action

Consider Approval of the Contract with Freese & Nichols, Inc. for the 2023 Water and Wastewater Master Plan and Impact Fee Update.

Recommendation

Staff recommends approval of the Contract with Freese & Nichols, Inc. for the Water and Wastewater Master Plan and Impact Fee Update.

Description/History

The scope of this contract includes a full review of our future growth and land use assumptions, water and sewer demand analysis, modeling and development of a capital improvement plan. This capital plan guides all efforts in planning for major utility infrastructure including pipelines, elevated tanks, pumping and treatment capacity. The existing Water and Wastewater Master Plan and Utility Impact Fee Study was adopted on April 8, 2019.

Justification

The Impact Fee Study is required by state law to be updated at intervals not exceeding five years. A ten-year capital improvement plan is a required component of this study. To create a practical capital plan, it is necessary to update the water and wastewater model and master plan. We have been completing these combined efforts on regular five-year intervals since the original adoption of utility impact fees. Freese & Nichols has performed this work for Mansfield for the last several updates and staff has been very satisfied with the results.

Funding Source

Utility Fund

Prepared By

Luke Goralski, Project Engineer, Engineering Department, 817-276-4234

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH FREESE & NICHOLS, INC. FOR THE 2023 WATER AND WASTEWATER MASTER PLAN AND IMPACT FEE UPDATE FOR AN AMOUNT NOT TO EXCEED \$390,000.00

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the Water and Wastewater Master Plan be updated to incorporate changes in land use and growth; and,

WHEREAS, it is a statutory requirement to review and update the Impact Fee Study at least every five years; and,

WHEREAS, Freese and Nichols, Inc. and the City of Mansfield have negotiated an agreement on scope of services and fee for the review and update of the master plan and impact fees; and,

WHEREAS, the funding source for the master plan and impact fee update will be from the Utility Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The City Manager or his designee is hereby authorized to execute an agreement with Freese and Nichols, Inc. for the Water and Wastewater Master Plan and Impact Fee Update for an amount not to exceed Three Hundred Ninety Thousand Dollars and 00/100 Cents (\$390,000.00).

SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5122

Agenda Date: 1/9/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the December 12, 2022 1:30 p.m. Regular City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the December 12, 2022 1:30 p.m. Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, December 12, 2022

1:30 PM

Council Chambers

REGULAR MEETING

1:30 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 1:31 p.m.

Absent 1 - Todd Tonore

Present 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

WORK SESSION

Discussion Regarding Legislative Issues

State Representatives David Cook and Chris Turner listened and provided feedback as the City Council expressed their personal items of interest and the concerns of their constituents for the upcoming Texas legislative session. The items the City Council discussed with the representatives included property taxes, infrastructure, Hotel/Motel Occupancy Tax Funds, Municipal Utility Districts, power outages, access to high speed internet, attacks on power plants, House Bill 2439, the state comptroller, safety of law enforcement officers regarding paper tags, and concrete batch plants.

Discussion Regarding Public Art Funding and Policy

Cultural Arts Consultant Amanda Golden with Designing Local presented a recap of the cultural arts survey results, interviews conducted, focus groups held, and recent community engagement sessions. Executive Director of Community Engagement Theresa Cohagen, City Manager Joe Smolinski, and Cultural Arts Supervisor Rosalie Gilbert all made brief comments.

Discussion Regarding On-Demand Micro Transit

Gypsy Gavia, Principal Transportation Planner at the North Central Texas Council of Governments, gave a presentation on the Tarrant County transit study including the needs of Mansfield, transit implementation options and considerations, estimated implementation schedule, and elements to consider. Director of Public Works Bart VanAmburgh and Gypsy answered Council questions.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 3:39 p.m. Mayor Evans called the executive session

to order in the Council Conference Room at 3:50 p.m. Mayor Evans recessed the executive session at 6:42 p.m.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 348-270155-14

Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 3.D of the Agenda

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

Discussion Regarding City Manager

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

Economic Development Project #21-01

Economic Development Project #22-01

Economic Development Project #22-04

Economic Development Project #22-14

Economic Development Project #22-18

Economic Development Project #22-19

Economic Development Project #22-27

6:30 P.M. – RETIREMENT RECEPTION FOR DEPUTY CITY MANAGER SHELLY LANNERS

A reception was held for Deputy City Manager Shelly Lanners to recognize her upcoming retirement.

7:00 PM OR IMMEDIATELY FOLLOWING RECEPTION - RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened the meeting into regular business session at 7:02 p.m.

INVOCATION

Pastor Jerry Richie with Walnut Ridge Baptist Church gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Lewis led the Pledge of Allegiance.

TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

Council Member Leyman led the Texas Pledge.

RECOGNITION

Recognition of Municipal Court Staff

Chief Financial Officer Troy Lestina recognized Dani Soria, Municipal Court Administrator, for her achievements.

Recognition of Jesse Fernandez Front Line Leadership Award Winner

Joe Smolinski presented the Jesse Fernandez Front Line Leadership Award to Police Officer Roman Jones.

Recognition of Deputy City Manager Shelly Lanners

Joe Smolinski recognized Shelly Lanners as she retires from the City of Mansfield after 22 years of service.

PUBLIC HEARING

[22-4885](#)

Ordinance - Public Hearing and First and Final Reading of an Ordinance to Amend Chapter 155, "Zoning" to revise the definition of an accessory dwelling in Section 155.012; to repeal Section 155.082(E)(7) in its entirety; and to revise regulations related to accessory dwellings in Section 155.099(B)(35); (OA#22-007)

Council Member Lewis made brief comments regarding this item.

Mayor Evans opened the public hearing at 7:28 p.m.

Frank Butcher, 909 Cumberland Trail - Mr. Butcher spoke in opposition to the item.

Don Lautner, 18004 Fox Hollow Drive - Mr. Lautner spoke in opposition to the item.

Wayne Wilshire, 1101 Pinehurst Court - Mr. Wilshire spoke in opposition to the item.

Mayor Evans read aloud an email in opposition to the item submitted by Tim Hogan, 1113 Danbury Drive.

Mayor Evans closed the public hearing at 7:36 p.m.

A motion was made by Council Member Lewis to table this item indefinitely. Seconded by Council Member Leyman. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

[22-4729](#)

Ordinance - Public Hearing Continuation and First and Final Reading on an Ordinance to Amend Section 155.072(B) of the Mansfield Code of Ordinances Regarding Definitions for an Accessory Unit and Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances Regarding the Habitable Area of an Accessory Unit (OA 22-005)

Mayor Evans opened the public hearing at 7:40 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:40 p.m.

A motion was made by Council Member Lewis to table this item indefinitely. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

[22-5105](#)

Ordinance - Public Hearing on an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Certain Area as a Tax Abatement Reinvestment Zone For Commercial-Industrial Tax Abatement Within the City of Mansfield, Texas; Establishing the Boundaries Thereof and Other Matters Related Thereto; Providing a Severability Clause; and Providing for an Immediate Effective Date

Executive Director of Economic Development Jason Moore presented the item.

Mayor Evans opened the public hearing at 7:43 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:43 p.m.

A motion was made by Council Member Broseh to approve the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL- INDUSTRIAL TAX ABATEMENT WITHIN THE CITY OF MANSFIELD, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: OR-2284-22

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

SUB-COMMITTEE REPORTS

[22-5099](#)

Minutes - Approval of the November 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

A motion was made by Council Member Lewis to approve the minutes of the November 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 3 - Julie Short;Casey Lewis and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Non-Voting: 3 - Larry Broseh; Mike Leyman and Michael Evans

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Mansfield Youth Council Education Opportunities - Kristen Petree and Ellie Rodriguez

Management Analyst Kristen Petree presented education opportunities for the proposed Mansfield Youth Council.

TML Region 8 Meeting Update - Joe Smolinski

Joe Smolinski gave a brief update on the upcoming TML Region 8 meeting.

Hometown Holidays Recap - Theresa Cohagen

Special Events Supervisor Angie Henley and MISD Center for Performing Arts Director of the Center Flo Torres spoke on the Hometown Holidays event.

Dash into Downtown Recap - Rachel Bagley

MEDC Director of Marketing and Innovation Rachel Bagley provided a recap of the Dash into Downtown event.

Santa's Scout the Route Update - Fire Chief Mike Ross

Fire Chief Mike Ross provided an update on Santa's Scout the Route.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Short to authorize the term sheet for Economic Development Project #22-18. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

A motion was made by Council Member Lewis to authorize the City Manager to execute the term sheet for Economic Development Project #22-04 as discussed

in executive session. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

CONSENT AGENDA

[22-5076](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting a Policy For the Establishment of a Relocation Assistance Program Related to Implementation of the City's Minimum Housing Standards, Substandard Building Ordinance and Other Programs, and Related to Amortization; and Providing an Effective Date

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING A POLICY FOR THE ESTABLISHMENT OF A RELOCATION ASSISTANCE PROGRAM RELATED TO IMPLEMENTATION OF THE CITY'S MINIMUM HOUSING STANDARDS, SUBSTANDARD BUILDING ORDINANCE AND OTHER PROGRAMS, AND RELATED TO AMORTIZATION; AND PROVIDING AN EFFECTIVE DATE

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3948-22

[22-5078](#)

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in all Matters Relating to the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE FIRE CHIEF TO ACT AS THE CITY'S REPRESENTATIVE IN ALL MATTERS RELATING TO THE MUTUAL AID AGREEMENT WITH THE TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3949-22

[22-5080](#)

Resolution - A Resolution Awarding a Contract for the Construction of the Shadow Oaks Neighborhood Drainage Improvements to Tex-Pro Construction LLC and Authorizing Funding for an Amount Not to Exceed \$208,080.40 (Drainage Utility Fund)

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE SHADOW OAKS NEIGHBORHOOD DRAINAGE IMPROVEMENTS TO TEX-PRO CONSTRUCTION, LLC AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$208.080.40

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3950-22

[22-5081](#)

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$58,500 and Approval of Contract with Westra Consultants, LLC, to Conduct the Miscellaneous Drainage Analysis of Three Areas (Drainage Utility Fund)

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$58,500 AND APPROVAL OF CONTRACTS WITH WESTRA CONSULTANTS, LLC TO COMPLETE THE MISCELLANEOUS DRAINAGE ANALYSIS (DRAINAGE UTILITY FUND)

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3951-22

[22-5089](#)

Resolution - Authorization of Additional Funding in the Amount of \$51,965.79 Related to the Developer Participation Contract Between the City of Mansfield and Realty Capital Management, LLC for Roadway Improvements Related to the Watson Branch Development (Street Bond Fund)

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$51,965.79 RELATED TO THE DEVELOPER PARTICIPATION CONTRACT BETWEEN THE CITY OF MANSFIELD AND REALTY CAPITAL MANAGEMENT, LLC FOR ROADWAY IMPROVEMENTS RELATED TO THE WATSON BRANCH DEVELOPMENT (STREET BOND FUND)

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3952-22

[22-5092](#)

Resolution - A Resolution to Consider Awarding a Construction Contract to JNA Painting & Contracting Company, Inc. of Dickinson, Texas in the Amount of \$51,700 for Athletic Field Fence Painting at the Michael L. Skinner Sports Complex

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION TO CONSIDER AWARDING A CONSTRUCTION CONTRACT TO JNA PAINTING & CONTRACTING COMPANY, INC. OF DICKINSON, TEXAS IN THE AMOUNT OF \$51,700 FOR ATHLETIC FIELD FENCE PAINTING AT THE MICHAEL L. SKINNER SPORTS COMPLEX

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3953-22

[22-5093](#)

Resolution - A Resolution to Consider Awarding a Construction Contract to Triple-C Fence of Haslet, Texas in the Amount of \$110,000 for Fencing Realignment and Improvements at the Michael L. Skinner Sports Complex

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION TO CONSIDER AWARDING A CONSTRUCTION CONTRACT TO TRIPLE-C FENCE OF HASLET, TEXAS IN THE AMOUNT OF \$110,000 FOR FENCING REALIGNMENT AND IMPROVEMENTS AT THE MICHAEL L. SKINNER SPORTS COMPLEX

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3954-22

[22-5104](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager or His Designee to Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Preparation of a Future Land Use Plan for the City of Mansfield for an Amount not to Exceed Two Hundred Seventy-Four Thousand Eight Hundred and 00/100 (\$274,800.00)

A motion was made by Council Member Short to approve the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A

**PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC.
FOR THE PREPARATION OF A FUTURE LAND USE PLAN**

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3955-22

[22-5097](#)

Minutes - Approval of the November 14, 2022 3:00 p.m. Regular City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the November 14, 2022 3:00 p.m. Regular City Council Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

[22-5098](#)

Minutes - Approval of the November 14, 2022 7:00 p.m. Regular City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the November 14, 2022 7:00 p.m. Regular City Council Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[22-5079](#)

Ordinance - Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, in an Aggregate Principal Amount not to exceed \$5,150,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the

Execution and Delivery of a Bond Purchase Agreement, Paying Agent/Registrar Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Council Member Short removed this item from the consent agenda. Troy Lestina and the city's bond counsel Nick Bulaich spoke and answered questions.

A motion was made by Council Member Lewis to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,925,000.00; AWARDED THE SALE THEREOF; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; APPROVING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: OR-2283-22

[22-5096](#)

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$325,000.00 and Approval of Contracts, Including Design Services with Parkhill, to Prepare Cannon Dr. South for Public Bidding and Construction (TIRZ #1)

Council Member Lewis removed this item from the consent agenda. Assistant Director of Public Works - City Engineer Raymond Coffman presented and answered Council questions. Council Member Broseh spoke on TIRZ #1 Board action regarding this item.

A motion was made by Council Member Broseh to approve the following resolution:

A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$325,000.00 AND APPROVAL OF CONTRACTS, INCLUDING DESIGN SERVICES WITH PARKHILL, TO PREPARE CANNON DR. SOUTH FOR PUBLIC BIDDING AND CONSTRUCTION

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: RE-3956-22

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING

[22-5042](#)

Ordinance - Public Hearing and Continued First Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to PD, Planned Development District with Limited I-1, Light Industrial Uses on Approximately 9.94 Acres out of the William Lynn Survey, Abstract Number 984, Tarrant County, Texas, located at 2351, 2361, 2371, 2381 and 2391 N. US 287; City of Mansfield, Applicant

Director of Planning Jason Alexander requested this item be withdrawn.

Mayor Evans opened the public hearing at 8:26 p.m. With no one wishing to speak, Mayor Evans continued the public hearing through second reading at 8:26 p.m.

There was no action taken.

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 8:27 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Michael Evans, Mayor

ATTEST:

Keera Seiger, Assistant City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5123

Agenda Date: 1/9/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the December 12, 2022 7:00 p.m. Regular City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the December 12, 2022 7:00 p.m. Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, December 12, 2022

7:00 PM

Council Chambers

REGULAR MEETING AMENDED AGENDA

7:00 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 8:36 p.m.

Absent 1 - Todd Tonore

Present 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

WORK SESSION

Discussion Regarding Active Transportation Safety Action Plan

Director of Public Works Bart VanAmburgh spoke on the need for a comprehensive plan for connectivity for pedestrians and bicyclists along our public rights-of-way, in school areas, and to destinations the city is planning. Bart also spoke on an ADA transition plan that takes a look at our existing pedestrian infrastructure from a compliance standpoint and a TxDOT Transportation Alternative Grant that is available for planning projects. Monica Powell with Kimley-Horn spoke on the Transportation Alternative Grant, planning opportunities, why an Active Transportation and Safety Plan is needed, scope structure, and next steps, and answered questions.

RECESS INTO EXECUTIVE SESSION

The City Council did not recess into executive session.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

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

Personnel Matters Pursuant to Section 551.074

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

7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

There were no staff comments.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken.

PUBLIC HEARING

[22-5108](#)

Ordinance - Public Hearing on an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Geographic Area Within the City as a Tax Increment Reinvestment Zone Pursuant to Chapter 311 of the Texas Tax Code, to be Known as Reinvestment Zone Number Four, City of Mansfield, Texas; Describing the Boundaries of the Zone; Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Fund for the Zone; Containing Findings Related to the Creation of the Zone; Providing a Date for the Termination of the Zone; Providing that the Zone Take Effect Immediately Upon Passage of the Ordinance; Providing a Severability Clause; And Providing an Effective Date (Amendment to Agenda)

Assistant City Manager Matt Jones presented the item. Kirk McDaniel with P3 Works who helped prepare the preliminary project plan, finance plan, and the creation ordinance, also presented.

Mayor Evans opened the public hearing at 9:11 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:11 p.m.

A motion was made by Council Member Bounds to approve the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS AT AX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FOUR, CITY OF MANSFIELD, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: OR-2285-22

PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

[22-5043](#)

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to PD, Planned Development District with Limited I-1, Light Industrial Uses on Approximately 9.94 Acres out of the William Lynn Survey, Abstract Number 984, Tarrant County, Texas, located at 2351, 2361, 2371, 2381 and 2391 N. US 287; City of Mansfield, Applicant

Mayor Evans opened the public hearing at 9:12 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:12 p.m.

As this item was withdrawn, no action was taken.

[22-5045](#)

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development District to PD, Planned Development District for single-family residential uses on approximately 4.997 acres out of the Ray Grievous Survey, Abstract No. 1307, Tarrant County, TX, located at 2005 N Holland, Chandler Development, Developer (ZC#21-022)

Director of Planning Jason Alexander presented the item.

Mayor Evans opened the public hearing at 9:14 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:14 p.m.

A motion was made by Council Member Broseh to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A PD, PLANNED DEVELOPMENT FOR SINGLE-FAMILY RESIDENTIAL; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

Enactment No: OR-2286-22

NEW BUSINESS

[22-5106](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Crystal Window and Door Systems; Authorizing the City Manager and MEDC President to Execute Said Agreement; and Providing an Effective Date

Executive Director of Economic Development Jason Moore presented and requested that the City Council table this item to the next City Council meeting.

A motion was made by Council Member Short to table the item to the January 9, 2023 City Council Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

[22-5102](#)

Discussion and Possible Action to Increase Base Standards for Zoning Districts I1, I2, C1, C2, C3, OP, MF1, MF2, Adding Certain Uses in Existing

Zoning Districts to the Requirements for Specific Use Permits, and Placing a Moratorium on Certain Uses within Existing Zoning Districts

Council Member Lewis spoke on the item. The City Council gave direction to staff to address development concerns and increase standards in the existing zoning districts.

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:20 p.m. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Todd Tonore

Abstain: 0

ATTEST: Michael Evans, Mayor

Keera Seiger, Assistant City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5124

Agenda Date: 1/9/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the December 19, 2022 Special City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the December 19, 2022 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, December 19, 2022

8:00 AM

Council Chambers

SPECIAL MEETING

8:00 A.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 8:00 a.m.

Present 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 8:02 a.m. Mayor Evans called the executive session to order in the Council Conference Room at 8:03 a.m. Mayor Evans recessed the executive session at 8:32 a.m.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

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

Economic Development Project #22-14

IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened into regular business session at 8:37 a.m.

INVOCATION

Council Member Leyman gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Bounds led the Pledge of Allegiance.

TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

Council Member Lewis led the Texas Pledge.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

Council Member Bounds spoke on attending the National Wreaths Across America Day Ceremony at the Mansfield Cemetery.

There were no other Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Appointment of Board and Commission Chair - Joe Smolinski

City Manager Joe Smolinski spoke on updating the bylaws for the city's boards and commissions to include giving authority to the City Council to appoint Chairs.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Bounds to authorize the City Manager or his designee to execute a contract to purchase land as discussed in executive session. Seconded by Council Member Leyman. The motion CARRIED by the following vote:

Aye: 5 - Larry Broseh; Mike Leyman; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 2 - Julie Short and Casey Lewis

NEW BUSINESS

22-5101

Resolution - A Resolution Awarding a Contract to Steele Freeman Inc. to Serve as Construction Manager at Risk for the Demolition of the Existing Mansfield Police Department and Site and the Construction of the New Mansfield Police Department Building, Support Buildings and Parking Area for an amount not to exceed \$36,654,056.00

Police Chief Tracy Aaron presented the item and answered Council questions. Chief Financial Officer Troy Lestina presented the preliminary budget analysis for the new police station.

A motion was made by Council Member Leyman to approve the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE SELECTION OF STEELE FREEMAN INC. AS CONSTRUCTION MANAGER AT RISK FOR THE DEMOLITION OF THE EXISTING MANSFIELD POLICE DEPARTMENT AND SITE; AND THE CONSTRUCTION OF THE NEW MANSFIELD POLICE DEPARTMENT BUILDING, SUPPORT BUILDINGS AND PARKING AREAS

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3957-22

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:11 a.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

_____ Michael Evans, Mayor
ATTEST:

_____ Keera Seiger, Assistant City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5106

Agenda Date: 12/12/2022

Version: 1

Status: Old Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Crystal Window and Door Systems; Authorizing the City Manager and MEDC President to Execute Said Agreement; and Providing an Effective Date

Requested Action

Consider Approval of the Economic Development Agreement with Crystal Window and Door Systems

Recommendation

Approval of the Economic Development Agreement with Crystal Window and Door Systems

Description/History

Since May 2022, Staff has been working with Crystal Window and Door Systems, a nationally recognized leader in window manufacturing, with corporate headquarters in Flushing, New York. The company researches, develops, and manufactures window and door systems for commercial and residential buildings. They have approximately 800 employees nationally and their annual revenue is over \$250 million.

They have chosen a 44 acre site generally located west of U.S. 287, south of and adjacent to the railroad tracks, east of and adjacent to Justice Lane, and north of and adjacent to the Tarrant County Corrections facility located at 651 Justice Lane in Mansfield as the location for their new manufacturing facility and regional headquarters. This facility will be built in four phases over the next 6 years. During this time Crystal Window and Door Systems will construct approximately 650k sq. ft. and make a capital investment of at least \$136 million. They will also create over 650 jobs.

The Mansfield Economic Development Corporation and the City of Mansfield have negotiated economic development incentives, the terms of which are contained in the attached agreement. The MEDC considered this agreement at the December 6th MEDC Board meeting.

Justification

Crystal Window and Door Systems will make a capital investment of at least \$136 million in facilities and equipment and create over 650 jobs in the City of Mansfield.

Funding Source

4A and General Fund

Prepared By

Jason Moore, Executive Director of Economic Development, 817-728-3650

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND CRYSTAL WINDOW AND DOOR SYSTEMS, LTD.; AUTHORIZING THE CITY MANAGER AND MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has been presented a proposed Economic Development Agreement between the City of Mansfield, the Mansfield Economic Development Corporation (“MEDC”), and Crystal Window and Door Systems, LTD., a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and,

WHEREAS, upon full review and consideration of 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 and the MEDC President shall be authorized to execute on behalf of the City and MEDC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The Economic Development Agreement attached hereto as Exhibit “A” is found to be in the best interest of the City of Mansfield and its citizens and is approved.

SECTION 2.

The City Manager of the City of Mansfield his designee and the President of the MEDC are hereby authorized to execute the Economic Development Agreement.

SECTION 3.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5110

Agenda Date: 1/9/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155, "Zoning" of the Mansfield Code of Ordinances to revise the Permitted Use Table in Section 155.054(B) and the Special Conditions in Section 155.099(B)(40) related to Donation Boxes (OA#23-001)

Requested Action

To consider the proposed ordinance amendment

Recommendation

The Planning and Zoning Commission held a public hearing on January 3, 2023, and voted 4 to 0 to recommend approval.

- Ayes: 4 Axen, Goodwin, Gilmore, Groll, Mainer, Shaw and Thompson
- Nays: 0
- Absent: 3 Gilmore, Goodwin, and Groll

Staff recommends approval.

Description/History

In recognition of donation boxes that are not appropriately located and maintained having an adverse impact on the visual quality and aesthetic value of disparate properties within Mansfield, the City Council adopted amended provisions for the same on May 9, 2022. Since these provisions were adopted, additional revisions to the donation box regulations are proposed to allow for better enforcement of the ordinance.

Proposed Amendments

The additional amendments, as presented, intend to require the City Council approval of a Specific Use Permit for donation boxes in the following zoning districts:

- OP, Office Park District.
- C-1, Neighborhood Business District.
- C-2, Community Business District.
- C-3, Commercial-Manufacturing District.
- I-1, Light Industrial District.

Donation boxes are permitted as a matter of right in the I-2, Heavy Industrial District.

The additional additional amendments, as presented, intend to permit donation boxes as an accessory use to a place of worship, a nonprofit organization, and a school, provided that the operator of the donation box provide evidence of written consent from the property owner in the following zoning districts:

- 2F, Two Family Residential District.
- MF-1, Multi-family Residential District.
- MF-2, Multi-family Residential District.
- OP, Office Park District.
- C-1, Neighborhood Business District.
- C-2, Community Business District.
- C-3, Commercial-Manufacturing District.
- I-1, Light Industrial District.
- I-2, Heavy Industrial District.

Other additional amendments include the following:

- Reducing the distance requirements between two (2) donation boxes from 500 feet to 250 feet.
- Reducing the distance requirement between a donation box and any residential use or hospital, daycare, school, or college from 500 feet to 250 feet.
- Restricting the ability to locate any donation box on any paved surface or within any parking space, aisle, or loading dock and service area.
- Requiring that donation boxes have subtle, neutral, or earthen color schemes.
- Requiring that donation boxes be safely designed in a manner that will prevent any such structure from tipping over or permitting people to enter.

Prepared By:

Jason Alexander, AICP, CEcD, Director of Planning

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 OF THE MANSFIELD CODE OF ORDINANCES PERTAINING TO DONATION BOXES; AMENDING THE PERMITTED USE TABLE IN SUBSECTION 155.054(B) TO REQUIRE A SPECIFIC USE PERMIT IN THE OP, C-1, AND C-2 DISTRICTS FOR DONATION BOXES AND TO ALLOW DONATION BOXES AS A PERMITTED ACCESSORY USE TO PLACES OF WORSHIP, NONPROFIT ORGANIZATIONS, AND SCHOOLS WITH WRITTEN CONSENT OF THE PROPERTY OWNER IN THE 2F, MF-1, MF-2, O-P, C-1, C-2, C-3, I-1, AND I-2 DISTRICTS; REVISING THE SPECIAL CONDITIONS FOR DONATION BOXES IN SECTION 155.099; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 of the Mansfield Code of Ordinances, "Zoning", have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance should be amended; and,

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

WHEREAS, the City Council has investigated and determined that there has been an increase in the number of persons or entities desiring to collect textiles, clothing, shoes, books, toys, household items and/or other salvageable personal property items for any purposes, which has led to the proliferation of donation boxes in various areas of the City; and,

WHEREAS, Mansfield also has seen the placement of donation boxes in required parking spaces, required landscaped buffer areas, required open space areas and in or near residential zoning districts, often without the property owner's permission; and,

WHEREAS, the proliferation of these containers contributes to visual clutter, and in areas throughout Mansfield, donation boxes have contributed to blight due to graffiti and poor maintenance and the accumulation of debris and excess items outside of the collection boxes; and,

WHEREAS, the City Council also finds that the inability of landowners to accurately identify the owners of such donation boxes has resulted in decreased accountability on the part of donation box owners and operators; and,

WHEREAS, the City Council finds that regulating the size, number, placement,

installation, use and maintenance of donation boxes is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, the protection of property rights and the protection of landowners and residents of Mansfield; and,

WHEREAS, the City Council finds that such minimum blight-related performance standards also are necessary to protect the aesthetic well-being of the community and to promote the tidy and ordered appearance of developed property; and,

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Mansfield to amend Chapter 155 to regulate donation boxes as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS:

SECTION 1.

That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

That Subsection 155.054(B), “Permitted Use Table,” Table D, of the Code of Ordinances of the City of Mansfield is hereby amended by revising Line 10 to read as follows:

“Permitted Use Table

Residential Districts										Permitted Primary Uses				Nonresidential											
A	SF- 5AC/24	SF- 12/22	SF- 9.6/20	SF- 8.4/18	SF- 8.4/16	SF- 7.5/18	SF- 7.5/16	SF- 7.5/12	SF- 6/12	2F	MF- 1	MF- 2	D. Commercial and Warehouse Uses				OP	C-1	C-2	C-3	I-1	I-2	PD	Parking Group Table, \$ 155.091	Special Conditions, \$ 155.099
													10. Donation Box	S	S	S	S	S	P					40	

...”

SECTION 3.

That Subsection 155.099(B), “Special Conditions,” of the Mansfield Code of Ordinances is hereby amended by inserting a new subsection (40) to read as follows:

“(40) Donation Box

- a. Subject to subsection (b), Donation Boxes are permitted as shown in 155.054(B), “Permitted Use Table,” Table D, and are permitted only as an accessory use on lots or tracts of land for places of worship, nonprofit organizations, and schools with the written consent of the property owner in the 2F, MF-1, MF-2, O-P, C-1, C-2, C-3, I-1, and I-2 Zoning Districts. All Donation Boxes, whether allowed by right, permitted under a Specific Use Permit, or permitted as an accessory use, require issuance of a permit under Chapter 116 of this Code of Ordinances.
- b. The placement of Donation Boxes shall comply with the following:
 1. Quantity. No more than one (1) Donation Box may be permitted for placement on any one lot or tract of land. In the case of a shopping center or office development that consists of multiple platted lots, the Director of Planning shall treat the shopping center or office development as if it is only one contiguous lot.
 2. Distance. No Donation Box shall be located within 250 linear feet of another Donation Box; within 500 linear feet of the right-of-way of U.S. Highway 287, U.S. Business Highway 287, State Highway 360, Farm-to-Market Road 157, Farm-to-Market Road 1187, Farm-to-Market Road 917, Main Street, Debbie Lane, Broad Street, Country Club Drive, Heritage Parkway, Matlock Road, or Lone Star Road; within 250 linear feet of any residence, hospital, daycare center, or public or private school or college by right; or within 250 linear feet of parks and recreational facilities.
 3. Measurement. For purposes of this section, measurement shall be made in a straight line, without regard to intervening structures or objects:
 - a. From the nearest portion of the property line of the premises where the existing business is located to the nearest portion of the property line of the premises where the new business is proposed; or
 - b. From the nearest portion of the right-of-way line of U.S. Highway 287, U.S. Business Highway 287, State Highway 360, Farm-to-Market Road 157, Farm-to-Market Road 1187, Farm-to-Market Road 917, Main Street, Debbie Lane, Broad Street, Country Club Drive, Heritage Parkway, Matlock Road or Lone Star Road to the property line of the premises where the new business is proposed; or
 - c. From the nearest portion of any lot line of a property with a zoning designation permitting residential uses, hospitals, daycare centers, public or private schools or colleges by right or parks and recreational facilities to the location of the Donation Box.
 4. Donation Boxes shall be placed on a paved surface, and shall not be located in any parking space, aisle or loading dock and service area.
 5. Donation Boxes shall not be located within in any required landscape buffers.
 6. Donation Boxes shall not be located in any designated open space, community space or passive or civic spaces.
 7. Donation Boxes shall conform to all applicable building setbacks on the property.

8. Donation Boxes shall be located in a manner to facilitate pickup of donated items by the operator or collection agency.
9. Donation Boxes shall not be located in the rear of any building which is not a pad site (for the purposes of this provision, a “pad site” is defined as a non-residential building of 6,000 square feet or less).
10. Donation Boxes shall be located a minimum distance of twenty-five (25) feet away from the intersection of two (2) or more fire lanes and/or drive aisles, with the distance measured from the intersecting center lines of the fire lanes and/or drive aisles.
11. The maximum dimensions of a Donation Box shall be six (6) feet in width, four (4) feet in depth and seven (7) feet in height.
12. Prior to placement of a Donation Box on a property, a Donation Box Permit must be obtained in accordance with Chapter 116 of the Code of Ordinances.
13. Donation Boxes shall be painted or stained with a low reflectance and subtle, neutral or earth-tone color scheme. High-intensity colors, metallic colors, black, or fluorescent colors shall be prohibited.
14. Donation Boxes shall be safely designed in a manner that prevents such structures from tipping over or permitting people to enter.”

SECTION 4.

That the requirements of this Ordinance shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the effective date of these regulations, except that any donation boxes existing on the effective date of these regulations shall come into compliance with the requirements of Chapter 155 not later than thirty (30) days from the approval date of this Ordinance. Donation Boxes existing on or before the approval date of this Ordinance shall have no legally existing non-conforming rights and shall immediately comply with Section 155.054(B), “Permitted Use Table,” Table D, provided, however, that for existing Donation Boxes which require a Specific Use Permit, enforcement of Chapter 155 will be stayed so long as application for a Specific Use Permit is submitted within thirty (30) days of the approval date of this Ordinance. The stay on enforcement will continue for a Donation Box while the Specific Use Permit application is pending, but no later than one-hundred twenty (120) days from the approval date of this Ordinance.

SECTION 5.

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Zoning Ordinance as a whole.

SECTION 7.

Any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8.

This ordinance shall take effect immediately from and after its passage on the first and final reading and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF JANUARY 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 OF THE MANSFIELD CODE OF ORDINANCES PERTAINING TO DONATION BOXES; AMENDING THE PERMITTED USE TABLE IN SUBSECTION 155.054(B) TO REQUIRE A SPECIFIC USE PERMIT IN THE OP, C-1, AND C-2 DISTRICTS FOR DONATION BOXES AND TO ALLOW DONATION BOXES AS A PERMITTED ACCESSORY USE TO PLACES OF WORSHIP, NONPROFIT ORGANIZATIONS, AND SCHOOLS WITH WRITTEN CONSENT OF THE PROPERTY OWNER IN THE 2F, MF-1, MF-2, O-P, C-1, C-2, C-3, I-1, AND I-2 DISTRICTS; REVISING THE SPECIAL CONDITIONS FOR DONATION BOXES IN SECTION 155.099; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 of the Mansfield Code of Ordinances, “Zoning”, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance should be amended; and,

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

WHEREAS, the City Council has investigated and determined that there has been an increase in the number of persons or entities desiring to collect textiles, clothing, shoes, books, toys, household items and/or other salvageable personal property items for any purposes, which has led to the proliferation of donation boxes in various areas of the City; and,

WHEREAS, Mansfield also has seen the placement of donation boxes in required parking spaces, required landscaped buffer areas, required open space areas and in or near residential zoning districts, often without the property owner's permission; and,

WHEREAS, the proliferation of these containers contributes to visual clutter, and in areas throughout Mansfield, donation boxes have contributed to blight due to graffiti and poor maintenance and the accumulation of debris and excess items outside of the collection boxes; and,

WHEREAS, the City Council also finds that the inability of landowners to accurately identify the owners of such donation boxes has resulted in decreased accountability on the part of donation box owners and operators; and,

WHEREAS, the City Council finds that regulating the size, number, placement,

installation, use and maintenance of donation boxes is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, the protection of property rights and the protection of landowners and residents of Mansfield; and,

WHEREAS, the City Council finds that such minimum blight-related performance standards also are necessary to protect the aesthetic well-being of the community and to promote the tidy and ordered appearance of developed property; and,

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Mansfield to amend Chapter 155 to regulate donation boxes as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS:

SECTION 1.

That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

That Subsection 155.054(B), “Permitted Use Table,” Table D, of the Code of Ordinances of the City of Mansfield is hereby amended by revising Line 10 to read as follows:

“Permitted Use Table

Residential Districts													Permitted Primary Uses					Nonresidential								
A	SF- 5AC/24	SF- 12/22	SF- 9.6/20	SF- 8.4/18	SF- 8.4/16	SF- 7.5/18	SF- 7.5/16	SF- 7.5/12	SF- 6/12	2F	MF- 1	MF- 2	D. Commercial and Warehouse Uses					OP	C-1	C-2	C-3	I-1	I-2	PD	Parking Group Table, \$ 155.091	Special Conditions, \$ 155.099
													10. Donation Box					S	S	S	S	S	P			40

...”

SECTION 3.

That Subsection 155.099(B), “Special Conditions,” of the Mansfield Code of Ordinances is hereby amended by inserting a new subsection (40) to read as follows:

“(40) Donation Box

- a. Subject to subsection (b), Donation Boxes are permitted as shown in 155.054(B),

“Permitted Use Table,” Table D, and are permitted only as an accessory use on lots or tracts of land for places of worship, nonprofit organizations, and schools with the written consent of the property owner in the 2F, MF-1, MF-2, O-P, C-1, C-2, C-3, I-1, and I-2 Zoning Districts. All Donation Boxes, whether allowed by right, permitted under a Specific Use Permit, or permitted as an accessory use, require issuance of a permit under Chapter 116 of this Code of Ordinances.

- b. The placement of Donation Boxes shall comply with the following:
1. Quantity. No more than one (1) Donation Box may be permitted for placement on any one lot or tract of land. In the case of a shopping center or office development that consists of multiple platted lots, the Director of Planning shall treat the shopping center or office development as if it is only one contiguous lot.
 2. Distance. No Donation Box shall be located within ~~1000~~250 linear feet of another Donation Box; within 500 linear feet of the right-of-way of U.S. Highway 287, U.S. Business Highway 287, State Highway 360, Farm-to-Market Road 157, Farm-to-Market Road 1187, Farm-to-Market Road 917, Main Street, Debbie Lane, Broad Street, Country Club Drive, Heritage Parkway, Matlock Road, or Lone Star Road; within ~~500~~250 linear feet of any ~~zoning designation that allows residential uses~~, hospital, daycare center, or public or private school or college by right; or within ~~500~~250 linear feet of parks and recreational facilities. ~~The distance limitations in this subsection (2) do not apply to places of worship.~~
 3. Measurement. For purposes of this section, measurement shall be made in a straight line, without regard to intervening structures or objects:
 - a. From the nearest portion of the property line of the premises where the existing business is located to the nearest portion of the property line of the premises where the new business is proposed; or
 - b. From the nearest portion of the right-of-way line of U.S. Highway 287, U.S. Business Highway 287, State Highway 360, Farm-to-Market Road 157, Farm-to-Market Road 1187, Farm-to-Market Road 917, Main Street, Debbie Lane, Broad Street, Country Club Drive, Heritage Parkway, Matlock Road or Lone Star Road to the property line of the premises where the new business is proposed; or
 - c. From the nearest portion of any ~~property lot~~ line of a property with a zoning designation permitting residential uses, hospitals, daycare centers, public or private schools or colleges by right or parks and recreational facilities ~~to the property line of the premises where the new business is proposed~~to the location of the Donation Box.

4. Donation Boxes shall be placed on a paved surface, and shall not be located in any designated parking space, aisle or ~~or~~ loading dock space and service area.
5. Donation Boxes shall not be located within in any required landscape buffers.
6. Donation Boxes shall not be located in any designated open space, community space or passive or civic spaces.
7. Donation Boxes shall conform to all applicable building setbacks on the property.
8. Donation Boxes shall be located in a manner to facilitate pickup of donated items by the operator or collection agency.
9. ~~Donation Boxes shall be located within twenty five (25) feet of the front façade of a building. For the purposes of this subsection, a front façade of a building shall mean the primary entrance point for the public.~~ Donation Boxes shall not be located in the rear of any building which is not a pad site (for the purposes of this provision, a “pad site” is defined as a non-residential building of 6,000 square feet or less).
10. Donation Boxes shall be located a minimum distance of twenty-five (25) feet away from the intersection of two (2) or more fire lanes and/or drive aisles, with the distance measured from the intersecting center lines of the fire lanes and/or drive aisles.
11. The maximum dimensions of a Donation Box shall be six (6) feet in width, four (4) feet in depth and seven (~~6~~7) feet in height.
12. Prior to placement of a Donation Box on a property, a Donation Box Permit must be obtained in accordance with Chapter 116 of the Code of Ordinances.
13. Donation Boxes shall be painted or stained with a low reflectance and subtle, neutral or earth-tone color scheme. High-intensity colors, metallic colors, black, or fluorescent colors shall be prohibited.
14. Donation Boxes shall be safely designed in a manner that prevents such structures from tipping over or permitting people to enter.”

SECTION 4.

That the requirements of this Ordinance shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the effective date of these regulations, except that any donation boxes existing on the effective date of these regulations shall come into compliance with the requirements of Chapter 155 not later than thirty (30) days from the approval date of this Ordinance. Donation Boxes existing on or before the approval date of this Ordinance shall have no legally existing non-conforming rights and shall immediately comply with Section 155.054(B),

“Permitted Use Table,” Table D, provided, however, that for existing Donation Boxes which require a Specific Use Permit, enforcement of Chapter 155 will be stayed so long as application for a Specific Use Permit is submitted within thirty (30) days of the approval date of this Ordinance. The stay on enforcement will continue for a Donation Box while the Specific Use Permit application is pending, but no later than one-hundred twenty (120) days from the approval date of this Ordinance.

SECTION 5.

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Zoning Ordinance as a whole.

SECTION 7.

Any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8.

This ordinance shall take effect immediately from and after its passage on the first and final reading and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF JANUARY 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5077

Agenda Date: 1/9/2023

Version: 3

Status: First and Final Reading

In Control: City Council

File Type: Ordinance

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Amending Chapter 116.03 "Revocation of Permit," Providing that this Ordinance Shall be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty for Violation; Providing for the Publication as Required by Law; and Providing an Effective Date

Requested Action

Approval of Proposed Ordinance.

Recommendation

Approval of Proposed Ordinance.

Description/History

On May 9, 2022, the City of Mansfield adopted OR-2258-22 creating a new Chapter 116 in the Code of Ordinances. Chapter 116 established a donation box permit, maintenance regulations, and a process for approving, denying, or revoking such permits. This ordinance was adopted in conjunction with OR-2256-22, an amendment to Chapter 155, "Zoning," establishing provisions regarding the placement and minimum conditions for donation boxes.

Justification

The proposed ordinance revisions allow for improvement of the definition of permit revocation terms, providing a clearer outline for donation box operators and the Department of Regulatory Compliance in the enforcement of this chapter regarding reasons that a donation box permit may be revoked.

Funding Source

N/A

Prepared By

Nicolette Ricciuti
Director of Regulatory Compliance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XI OF THE MANSFIELD CODE OF ORDINANCES PERTAINING TO DONATION BOX PERMITS; CREATING A NEW CHAPTER 116 TO ESTABLISH A DONATION BOX PERMIT; ESTABLISHING MAINTENANCE REGULATIONS FOR DONATION BOXES; PROVIDING FOR THE REVOCATION OF SUCH PERMITS; PROVIDING FOR FEES RELATED TO CHAPTER 116; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Mansfield to amend Title XI of the Code of Ordinances of the City of Mansfield to regulate donation boxes as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS:

SECTION 1.

That Title XI, "Business Regulations," of the Code of Ordinance of the City of Mansfield is hereby amended by creating a new Chapter 116, "Donation Box Permits and Enforcement" to read as follows:

"CHAPTER 116: DONATION BOX PERMITS AND ENFORCEMENT

GENERAL PROVISIONS

§ 116.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADMINISTRATOR. The director of the department designated by the City Manager to enforce and administer this Chapter, including the Director's designees.

CITY APPEAL OFFICER. The authorized person designated by the City Manager to hear appeals from denials or revocations of permits.

DONATION BOX. The definition of this term set forth in Section 155.012 of the Mansfield Code of Ordinances is incorporated into this chapter.

DONATION BOX PERMITS
§ 116.02 PERMITS.

(A) A Donation Box Permit must be obtained from the Department of Regulatory Compliance for all donation boxes to be located in the City of Mansfield, subject to the following requirements:

(1) Prior to the issuance of a Donation Box permit, the operator of a donation box shall obtain a Specific Use Permit in accordance with Section 155.080 of the Code of Ordinances of the City of Mansfield if required by Subsection 155.054(B), "Permitted Use Table," Table D. All Donation Boxes allowed under Chapter 155, whether allowed by right, permitted under a Specific Use Permit, or permitted as an accessory use, require issuance of a permit under this Chapter.

(2) A separate permit is required for each donation box located in the City.

(3) The property owner shall sign and notarize the Donation Box Permit application authorizing the placement of a donation box on the property.

(4) A decal to allow a donation box to be placed and used at a designated location shall be issued by Regulatory Compliance at the time of the approval of the Donation Box Permit. The decal shall be placed on the donation box in a visible location to identify the donation box as an allowed use on the property.

(5) The operator of the donation box shall be the applicant on a Donation Box Permit application. If the donation box operator changes, the new operator must obtain a new Donation Box Permit prior to the change in operation.

(6) The Donation Box Permit application shall detail a service plan for each Donation Box. The operator of each donation box shall be responsible for collecting the contents of the donation box to prevent overflow and littering and shall pick up all donated items at least once per week. The service plan shall include information regarding how many times a week donated items will be collected, the time of day the items will be collected, a vehicular circulation plan and a graffiti and litter abatement plan.

§ 116.03 MAINTENANCE.

(A) Donation boxes and drop-off collection areas shall be properly maintained and comply with the following regulations:

(1) The operator of each donation box shall keep the real property situated within twenty-five (25) feet of the location of a donation box clean and free of trash, debris, broken glass, clothes hangers, clothes, clothing accessories or excess donations.

(2) The donation box operator and the real property owner shall be jointly and severally liable and responsible for the maintenance, upkeep and servicing of the donation box

and the cleanup and removal of any donations left on the property outside of the donation box.

(3) A violation of this Subsection shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Subsection, the Code of Ordinances or the laws of the State of Texas.

(4) Each donation box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation box. The size of lettering for the notice shall not be less than one-half inch in height.

(5) A donation box operator or real property owner that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the operator, the operator shall have forty-eight (48) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation box is subject to revocation of the approval for such donation box.

(B) It shall be unlawful for any person who owns, leases, is in control of or is entitled to possession of real property within the City of Mansfield to authorize or allow any donation box to be placed on or remain on such real property without a valid Donation Box Permit in compliance with the provisions of this Subsection.

§ 116.03 REVOCATION OF PERMIT.

(A) Any permit issued hereunder may be revoked by the Administrator if the permit holder has (1) received more than one citation for a violation of this Chapter or any other provision of this Code of Ordinances within the preceding 12-month time period or (2) has knowingly made a false material statement in the application or (3) has otherwise become disqualified for the issuance of a permit under the terms of this Chapter.

(B) Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

(C) The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Section herein.

(D) Upon finalization of any revocation, the permit holder shall remove said donation box no later than ten (10) days after said final decision. Upon expiration of this 10-day grace period, the donation box shall acquire noncompliant status and be subject to immediate impoundment without further notice. Any donation box impounded by the City shall be released to the owner

upon payment of all applicable impoundment and storage fees. If a donation box is impounded for longer than ten calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

(E) In the event the permit of any permit holder is revoked by the Administrator, no second or additional permit shall be issued to such person within one (1) year of the date such permit was revoked.

(F) Donation boxes that have placed without a permit are subject to the same impoundment regulations set forth in Section 116.03 (D), after a notice of violation has been issued and the 10-day compliance period has expired.

§ 116.04 ADMINISTRATIVE APPEALS OF DENIAL OR REVOCATION OF PERMIT.

(A) Upon denial or revocation of a permit for a donation box, the Administrator, or his designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. The applicant or permit holder shall file a written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

(B) The hearing shall be conducted within twenty (20) days of the date on which the request for a hearing was filed with the Administrator.

(C) The hearings provided for in this Section shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the recorded evidence of such hearing, the Administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

(D) After such hearing, an applicant or permit holder that has had a permit denied or revoked by the Administrator may appeal to the City Appeal Officer designated by the City Manager to hear such appeals. The applicant or permit holder shall file a notice of appeal with the Administrator within ten (10) days following service of the written report of the hearing decision under Subsection (C). The City Appeal Officer may, based on the recorded evidence of the hearing below, reverse, affirm, or modify the decision of the Administrator or hearing officer. The City Appeal Officer must serve a written decision on the applicant or permit holder within twenty (20) days of the filing of the notice of appeal.

(E) An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

§ 116.05 APPEALS OF ADMINISTRATOR DECISION.

(A) All appeals to the City Appeal Officer must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with Section 116.04 above.

(B) The City Appeal Officer shall schedule the appeal hearing for no less than twenty (20) days from receipt of the appellant's appeal.

(C) If the City Appeal Officer finds by preponderance of the evidence that the denial or revocation of the donation box permit was necessary to protect the health, safety, or welfare of the general public, the City Appeal Officer shall affirm the denial or revocation of appellant's donation box application or permit.

(D) The City Appeal Officer may consider any or all of the following factors when reaching a decision on the merits of the appeal: 1. The number of violations, convictions, or liability findings; 2. The number of previous revocations; 3. The number of repeat violations at the same location; 4. The degree to which previous violations endangered the public health, safety or welfare; or 5. Any pending action or investigation by another agency.

(E) After the hearing, the City Appeal Officer shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.

(F) The City Appeal Officer may affirm or reverse the denial or revocation of the donation box permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new donation box permit sooner than one year after the date of the order. If reversed, the donation box permit shall be reinstated immediately (in the case of a revocation) or within three (3) business days (in the case of a denial).

(G) The determination of the City Appeal Officer shall be final on the date the order is signed.

(H) An appeal to the City Appeal Officer does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator or the City Appeal Officer."

SECTION 2.

All fees established by this Chapter shall be set forth in the Regulatory Compliance Department Fee Schedule.

SECTION 3.

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Zoning Ordinance as a whole.

SECTION 5.

Any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense. The requirements of this Ordinance shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the approval date of this Ordinance, except that any donation box existing on the approval date of this Ordinance shall come into compliance with the requirements of Chapter 116 not later than ten (10) days from the approval date of this Ordinance. For existing donation boxes which require a permit under Chapter 116, enforcement of Chapter 116 will be stayed so long as application for a permit under that chapter is submitted within ten (10) days of the approval date of this Ordinance. This stay on enforcement will continue for a donation box while the permit application is pending, but no later than one-hundred twenty (120) days from the approval date of this Ordinance.

SECTION 6.

This ordinance shall take effect immediately from and after its passage on first and final reading and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF JANUARY, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XI OF THE MANSFIELD CODE OF ORDINANCES PERTAINING TO DONATION BOX PERMITS; CREATING A NEW CHAPTER 116 TO ESTABLISH A DONATION BOX PERMIT; ESTABLISHING MAINTENANCE REGULATIONS FOR DONATION BOXES; PROVIDING FOR THE REVOCATION OF SUCH PERMITS; PROVIDING FOR FEES RELATED TO CHAPTER 116; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Mansfield to amend Title XI of the Code of Ordinances of the City of Mansfield to regulate donation boxes as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS:

SECTION 1.

That Title XI, “Business Regulations,” of the Code of Ordinance of the City of Mansfield is hereby amended by creating a new Chapter 116, “Donation Box Permits and Enforcement” to read as follows:

“CHAPTER 116: DONATION BOX PERMITS AND ENFORCEMENT

GENERAL PROVISIONS

§ 116.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADMINISTRATOR. The director of the department designated by the City Manager to enforce and administer this Chapter, including the Director’s designees.

CITY APPEAL OFFICER. The authorized person designated by the City Manager to hear appeals from denials or revocations of permits.

DONATION BOX. The definition of this term set forth in Section 155.012 of the Mansfield Code of Ordinances is incorporated into this chapter.

DONATION BOX PERMITS

§ 116.02 PERMITS.

(A) A Donation Box Permit must be obtained from the Department of Regulatory Compliance for all donation boxes to be located in the City of Mansfield, subject to the following requirements:

(1) Prior to the issuance of a Donation Box permit, the operator of a donation box shall obtain a Specific Use Permit in accordance with Section 155.080 of the Code of Ordinances of the City of Mansfield if required by Subsection 155.054(B), "Permitted Use Table," Table D. **All Donation Boxes allowed under Chapter 155, whether allowed by right, permitted under a Specific Use Permit, or permitted as an accessory use, require issuance of a permit under this Chapter.**

(2) A separate permit is required for each donation box located in the City.

(3) The property owner shall sign and notarize the Donation Box Permit application authorizing the placement of a donation box on the property.

(4) A decal to allow a donation box to be placed and used at a designated location shall be issued by Regulatory Compliance at the time of the approval of the Donation Box Permit. The decal shall be placed on the donation box in a visible location to identify the donation box as an allowed use on the property.

(5) The operator of the donation box shall be the applicant on a Donation Box Permit application. If the donation box operator changes, the new operator must obtain a new Donation Box Permit prior to the change in operation.

(6) The Donation Box Permit application shall detail a service plan for each Donation Box. The operator of each donation box shall be responsible for collecting the contents of the donation box to prevent overflow and littering and shall pick up all donated items at least once per week. The service plan shall include information regarding how many times a week donated items will be collected, the time of day the items will be collected, a vehicular circulation plan and a graffiti and litter abatement plan.

§ 116.03 MAINTENANCE.

(A) Donation boxes and drop-off collection areas shall be properly maintained and comply with the following regulations:

(1) The operator of each donation box shall keep the real property situated within twenty-five (25) feet of the location of a donation box clean and free of trash, debris, broken glass, clothes hangers, clothes, clothing accessories or excess donations.

(2) The donation box operator and the real property owner shall be jointly and severally liable and responsible for the maintenance, upkeep and servicing of the donation box and the cleanup and removal of any donations left on the property outside of the donation box.

(3) A violation of this Subsection shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Subsection, the Code of Ordinances or the laws of the State of Texas.

(4) Each donation box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation box. The size of lettering for the notice shall not be less than one-half inch in height.

(5) A donation box operator or real property owner that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the operator, the operator shall have forty-eight (48) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation box is subject to revocation of the approval for such donation box.

(B) It shall be unlawful for any person who owns, leases, is in control of or is entitled to possession of real property within the City of Mansfield to authorize or allow any donation box to be placed on or remain on such real property without a valid Donation Box Permit in compliance with the provisions of this Subsection.

§ 116.03 REVOCATION OF PERMIT.

(A) Any permit issued hereunder may be revoked by the Administrator if the permit holder has (1) received **more than one** citation for a violation of this Chapter or any other provision of this Code of Ordinances within the preceding 12-month time period or (2) has knowingly made a false material statement in the application or (3) has otherwise become disqualified for the issuance of a permit under the terms of this Chapter.

(B) Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

(C) The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Section herein.

(D) Upon finalization of any revocation, the permit holder shall remove said donation box no later than ten (10) days after said final decision. Upon expiration of this 10-day grace period,

the donation box shall acquire noncompliant status and be subject to immediate impoundment without further notice. Any donation box impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees. If a donation box is impounded for longer than ten calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

(E) In the event the permit of any permit holder is revoked by the Administrator, no second or additional permit shall be issued to such person within one (1) year of the date such permit was revoked.

(F) Donation boxes that have placed without a permit are subject to the same impoundment regulations set forth in Section 116.03 (D), after a notice of violation has been issued and the 10-day compliance period has expired.

§ 116.04 ADMINISTRATIVE APPEALS OF DENIAL OR REVOCATION OF PERMIT.

(A) Upon denial or revocation of a permit for a donation box, the Administrator, or his designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. The applicant or permit holder shall file a written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

(B) The hearing shall be conducted within twenty (20) days of the date on which the request for a hearing was filed with the Administrator.

(C) The hearings provided for in this Section shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the recorded evidence of such hearing, the Administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

(D) After such hearing, an applicant or permit holder that has had a permit denied or revoked by the Administrator may appeal to the City Appeal Officer designated by the City Manager to hear such appeals. The applicant or permit holder shall file a notice of appeal with the Administrator within ten (10) days following service of the written report of the hearing decision under Subsection (C). The City Appeal Officer may, based on the recorded evidence of the hearing below, reverse, affirm, or modify the decision of the Administrator or hearing officer. The City Appeal Officer must serve a written decision on the applicant or permit holder within twenty (20) days of the filing of the notice of appeal.

(E) An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

§ 116.05 APPEALS OF ADMINISTRATOR DECISION.

(A) All appeals to the City Appeal Officer must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with Section 116.04 above.

(B) The City Appeal Officer shall schedule the appeal hearing for no less than twenty (20) days from receipt of the appellant's appeal.

(C) If the City Appeal Officer finds by preponderance of the evidence that the denial or revocation of the donation box permit was necessary to protect the health, safety, or welfare of the general public, the City Appeal Officer shall affirm the denial or revocation of appellant's donation box application or permit.

(D) The City Appeal Officer may consider any or all of the following factors when reaching a decision on the merits of the appeal: 1. The number of violations, convictions, or liability findings; 2. The number of previous revocations; 3. The number of repeat violations at the same location; 4. The degree to which previous violations endangered the public health, safety or welfare; or 5. Any pending action or investigation by another agency.

(E) After the hearing, the City Appeal Officer shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.

(F) The City Appeal Officer may affirm or reverse the denial or revocation of the donation box permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new donation box permit sooner than one year after the date of the order. If reversed, the donation box permit shall be reinstated immediately (in the case of a revocation) or within three (3) business days (in the case of a denial).

(G) The determination of the City Appeal Officer shall be final on the date the order is signed.

(H) An appeal to the City Appeal Officer does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator or the City Appeal Officer."

SECTION 2.

All fees established by this Chapter shall be set forth in the Regulatory Compliance Department Fee Schedule.

SECTION 3.

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Zoning Ordinance as a whole.

SECTION 5.

Any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense. The requirements of this Ordinance shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the approval date of this Ordinance, except that any donation box existing on the approval date of this Ordinance shall come into compliance with the requirements of Chapter 116 not later than ten (10) days from the approval date of this Ordinance. For existing donation boxes which require a permit under Chapter 116, enforcement of Chapter 116 will be stayed so long as application for a permit under that chapter is submitted within ten (10) days of the approval date of this Ordinance. This stay on enforcement will continue for a donation box while the permit application is pending, but no later than one-hundred twenty (120) days from the approval date of this Ordinance.

SECTION 6.

This ordinance shall take effect immediately from and after its passage on first and final reading and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED on the first and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY

Drew Larkin, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5107

Agenda Date: 1/9/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Reinvestment Zone Number One, and Admiral Legacy, LLC; Authorizing the City Manager, MEDC President, and TIRZ #1 Board Chair, to Execute Said Agreement; and Providing an Effective Date

Requested Action

Consider Approval of the Economic Development Agreement with Admiral Legacy LLC

Recommendation

Approval of the Economic Development Agreement with Admiral Legacy LLC

Description/History

The MEDC owns approximately 17 acres of land at the northwest quadrant of Heritage Parkway and Regency Parkway along the Innovation Corridor. The Innovation Corridor is identified as an approximate 1.5 mile stretch of Heritage Parkway between Hwy 287 to the west and Hwy 360 to the east in Mansfield. As future development opportunities present themselves, it is the desire of the City to establish a "Vision" for this corridor and manage development to the extent that it becomes a meaningful and identifiable regional business hub. Admiral Legacy, LLC, intends to develop the property in phases for a mixed-use project consisting of a minimum of 200,000 square feet of office space, 20,000 square feet of retail space, and 280 corporate residences together with parks, trails, education, innovation, and corporate headquarters for the enjoyment of the public.

As the master plan was being contemplated, the developer, with staff's input, developed a financial analysis and market feasibility for Class A office and mixed-use development. The main finding was that due to the lack of Class A office in Mansfield, market rents will unlikely support the financial costs of development. Therefore, Admiral Legacy has determined that a combination of incentive tools by the City, MEDC, and TIRZ #1, would induce construction of The Mansfield Innovation Community (The MIC) to bridge the gap in funding costs.

Offices at the MIC will be Mansfield's Pioneer Class A+ building with leading edge design, technology and amenities.

Justification

The Mansfield Innovation Community (The MIC) is a master-planned collaboration-driven environment to cultivate diverse creative spaces for inventive thinking, working and meeting that will support and bolster the City's vision for the Innovation Corridor as a catalyst project. Expenditures in accordance with this Agreement will further the objectives of the City, will benefit its inhabitants, and will promote local economic development and stimulate business and commercial activity in the City.

The agreement is structured as follows:

- MEDC sells property to Admiral Legacy (developer takes title on property once construction financing is in place)
- MEDC infrastructure grants (cap of \$7,500,000), processed throughout the major phases of the project (specific to Eligible Costs of approved infrastructure):
 - Schematic Design completion - \$500,000
 - Office building (Phase 1a) going vertical - Cap of \$5,000,000 as follows:
 - \$1,000,000 upon commencement
 - \$500,000 quarterly until cap is reached
 - Upon completion of the office building (by April 2025) - \$1,500,000
 - Upon tenant certificate of occupancy (15,000 sft minimum) - \$500,000
- Master Lease of 50% of office building for 10 years, Phase 1a, with ability to sublease or assign at City's discretion (using the City portion of TIRZ revenue generated by the project)
- Gap funding on all office building leases (difference between market rents and development costs) for a period not to exceed 10 years from commencement. This is capped at \$10/SFT for Year 1, and decreases by 3% each year through the term (using the City portion of TIRZ revenue generated by the project).
- This project will generate an estimated \$23 million in TIRZ revenue (City portion only) over the duration of TIRZ #1 and will generate over \$17 million to the City's general fund during that same period.

Funding Source

4A, TIRZ #1

Prepared By

Jason Moore, Executive Director of Economic Development, 817-728-3650

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, AND ADMIRAL LEGACY INVESTMENTS, LLC.; AUTHORIZING THE CITY MANAGER, MEDC PRESIDENT, AND CHAIRMAN OF TIRZ #1 BOARD TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has been presented a proposed Economic Development Agreement between the City of Mansfield, the Mansfield Economic Development Corporation (“MEDC”), and Admiral Legacy Investments, LLC, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and,

WHEREAS, upon full review and consideration of 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, Chairman of the TIRZ #1 Board and the MEDC President shall be authorized to execute on behalf of the City, TIRZ #1 Board and MEDC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The Economic Development Agreement attached hereto as Exhibit “A” is found to be in the best interest of the City of Mansfield and its citizens and is approved.

SECTION 2.

The City Manager of the City of Mansfield or his designee, Chairman of the TIRZ #1 Board and the President of the MEDC are hereby authorized to execute the Economic Development Agreement.

SECTION 3.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

ECONOMIC DEVELOPMENT AGREEMENT

ADMIRAL LEGACY, INC.

This Economic Development Agreement (“**Agreement**”) is made and entered into by and between the City of Mansfield, Texas, a Texas home rule municipal corporation of the State of Texas (the “**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 One, City of Mansfield (the “**Zone**”), and Admiral Legacy Investments LLC, a Texas limited liability company (“**Company**”). City, MEDC, Board, and Company may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, MEDC owns approximately 17 acres of land as more particularly described on the attached **Exhibit A** (the “**Property**”); and

WHEREAS, pursuant to the Contract of Sale (as defined below), MEDC is providing seller financing to Company and Company will acquire fee title to all of the Property from the MEDC; and

WHEREAS, Company’s obligations to perform under this Agreement will be secured by a deed of trust on the Property, which MEDC agrees to subordinate to any third-party construction financing obtained by Company for development of the Project in accordance with the Contract of Sale (as defined below); and

WHEREAS, Company intends to develop the Property in phases for a mixed-use project consisting of approximately 220,000 square feet of office space, 20,000 square feet of Retail, Restaurant or Professional Office space, and a minimum of 280 corporate residences together with parks, green area, education, innovation, and corporate headquarters uses for the enjoyment of the public (collectively the “**Project**”); and

WHEREAS, Company has advised the MEDC that a contributing factor that would induce the Company to construct the Project would be an agreement by MEDC to provide economic development grants to the Company as set forth herein; and

WHEREAS, MEDC has determined that the MEDC Grants (as defined below) to be made hereunder are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and constitute a “project”, as that term is defined in the Act; and

WHEREAS, MEDC has further determined that expenditures, including conveyance of the Property, from MEDC under this Agreement are for the creation or retention of primary jobs and are required or suitable for the development, retention, or expansion of primary job training facilities for use by institutions of higher education and regional or national corporate headquarters; and

WHEREAS, MEDC has determined that making the MEDC Grants and expenditures in accordance with this Agreement will further the objectives of MEDC, will benefit City and City's inhabitants, and will promote local economic development and stimulate business and commercial activity in City; and

WHEREAS, the Property is located within the Zone; and

WHEREAS, MEDC intends on leasing approximately 50% of the office building in Phase 1A and within the Project, and the Board desires to potentially fund the rental payments with revenues from the Property TIRZ Fund (as defined below) and/or subleases; and

WHEREAS, the Board also desires to potentially provide incentive payments to Company to offset the difference between the market rental rates of the office buildings within the Project and the rates sufficient to pay off Company's debt in constructing the Project, as further provided and defined in Article 6 below; and

WHEREAS, in accordance with Section 311.010(h) of the Act, the City Council of City and the Board, as necessary or convenient to implement the adopted project and finance plan, and achieve its purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the Property TIRZ Fund of the Zone; and

WHEREAS, by approval of the City Council, the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code; and

WHEREAS, in accordance with the adopted project and finance plan, the City and Board find that payments to Company under this Agreement are in compliance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, and will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Government Code, and the Project to be built by Company is one which contains businesses that will result in investments that support the placemaking goals of the project and finance plan, and is a project that offers a high likelihood of repayment to encourage the regeneration of public funds; and

WHEREAS, the MEDC and Board find that the payments from the Property TIRZ Fund provided to Company under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the Zone and the state; (ii) eliminating unemployment and underemployment in the state and Zone; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

WHEREAS, the City also desires to provide the City Grant, as defined herein, to the Company pursuant to Chapter 380 of the Texas Local Government Code in consideration of the Company bringing the Project to the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and City, by eliminating unemployment or underemployment in the State of Texas and City, and will enhance business and commercial activity within the State of Texas and City.

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

ARTICLE 1 DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Affiliate” of Company means any other person directly controlling, or directly controlled by or under direct common control with the Company. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Company, or (b) direct or cause the direction of management or policies of the Company, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Company or any affiliate of such lender.

"Approved Plans" means the plans and specifications relating to the design and construction of the Public Infrastructure, inclusive of any change orders thereto, which are in compliance with all City rules and regulations, and approved by the City.

“Building Final” means the approval of the final inspection issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant(s).

"Capital Investment" shall mean Company's capitalized costs for the design and construction of Phase 1A of the Project (inclusive of all hard and soft costs). Capital Investment does not include the cost of the land or rights-of-way.

“Captured Appraised Value” means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year less the Tax Increment Base.

“Certificate of Occupancy” means the document issued by the City certifying that a building 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.

“City Council” means the city council of City.

“City Grant” has the meaning set forth in Section 4.1 of this Agreement.

“City Manager” means city manager of city, or his or her authorized designee.

"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 Phase 1A and Phase 1B, as the case may be; (ii) all necessary permits for the construction of Phase 1A and Phase 1B, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction of the foundations commenced for buildings within Phase 1A and Phase 1B, as the case may be, has commenced.

“Contract of Sale” means the contract of sale conveying the Property from MEDC to Company.

“Corporate Residences” means a minimum of 280 corporate residences, with each building being a minimum three-stories, with the first floor of each building having a minimum of 5,000 square feet of commercial space, such as retail, restaurant, or professional office.

“Director” means the City’s Economic Development Director or his authorized designee.

“Effective Date” means the date this Agreement is fully executed by the parties.

"Eligible Costs" shall mean with respect to the Public Infrastructure, the costs incurred and paid by Company for the design, permitting and construction of the Public Infrastructure, not including costs for legal fees, permit fees, the costs of the land, interest, finance, the cost of financing, management fees, right-of-way, or easements.

“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.

“Force Majeure” means any act that (i) materially and adversely affects the affected party’s ability to perform the relevant obligations under this Agreement or delays such affected party’s ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party’s fault or negligence and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes, and inclement construction weather (except as provided below); (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party, shortages in labor or materials; (e) fires; (f) epidemics or pandemics where shut-

down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of the Company or any Affiliate of the Company, other than industry or nationwide strikes or labor disputes; (k) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Company, or any construction contracts for the Public Infrastructure or the Project.

“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 the Property, or any property or any business owned by Company or within the City.

“Maximum Public Infrastructure Amount” means the lesser of (i) the Eligible Costs; or (ii) \$7,000,000.

"MEDC Debt" shall mean bonds or other debt to be issued by MEDC, the sales proceeds from which will in part provide MEDC's funding of the costs for the Public Infrastructure pursuant to this Agreement.

“MEDC Grants” mean the economic development payments to be paid by MEDC to Company in the amount equal to the costs incurred and paid by Company for Eligible Costs for Public Infrastructure not to exceed the Maximum Public Infrastructure Amount, as verified by MEDC, to be paid in installments as set forth herein. Each individual payment is considered individually as an “MEDC Grant.”

“Payment Request” means a written request from Company to Director for payment of the applicable installment of the MEDC Grants, accompanied by the applicable written application for payment, copies of invoices, bills, receipts, and such other information, as may reasonably be requested by the Director, evidencing the Eligible Costs incurred and paid by Company for the Public Infrastructure and Company's continued satisfaction of this Agreement. Once the Company has submitted copies of invoices, bills, and receipts for Eligible Costs equal to the Maximum Public Infrastructure Amount, the Company is not required to include such items in any subsequent Payment Request.

“Phase 1 Infrastructure” means public infrastructure to be constructed in accordance with the Approved Plans consisting of public streets (including signage and signals), sanitary sewer mains, storm drainage facilities, sidewalks along public streets, green area, landscaping, water mains, related utility facilities (including, but not limited, exterior lighting of streets, sidewalks,

parking and other areas, and irrigation), and other public improvements associated with the development of Phase 1A and Phase 1B of the Project as described in **Exhibit B**.

“Phase 1A” shall mean that portion of the Project consisting of an office building of at least five (5) stories in height containing a minimum of 130,000 square feet of gross rentable office space, and associated parking and landscaping to be constructed on the Property, as shown on **Exhibit B**.

“Phase 1B” shall mean that portion of the Project consisting of the Corporate Residences, green area, open space and trails to be constructed on the Property, as shown on **Exhibit B**.

“Phase 2” shall mean an office building of at least three (3) stories in height containing a minimum of 90,000 square feet of gross rentable office space to be constructed on the Property as shown on the attached **Exhibit B**.

“Phase 2 Infrastructure” means public infrastructure to be constructed in accordance with the Approved Plans consisting of public streets, sanitary sewer mains, storm drainage facilities, sidewalks along public streets, green area, landscaping, water mains, related utility facilities (including, but not limited, exterior lighting of streets, sidewalks, parking and other areas, and irrigation), and other public improvements associated with the development of Phase 2 of the Project as described in **Exhibit B**.

“Property TIRZ Fund” means a sub-account within the TIRZ Fund consisting of Tax Increment contributed by the City on that portion of Captured Appraised Value solely attributable to the Property.

"Public Infrastructure" means the Phase 1 Infrastructure and Phase 2 Infrastructure.

“Tax Increment” means the total amount of property taxes levied and collected by the City for a calendar year on the Captured Appraised Value of real property taxable by the City and located in the Zone. The amount of Tax Increment contributed by the City shall be limited to any maximum amount or other terms set forth in the participation amount established by ordinance.

“Tax Increment Base” means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year in which the Zone was designated by the City.

“TIRZ Fund” means the funds deposited by the City in the Tax Increment fund for the Zone.

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

ARTICLE 2 PROGRAM AND TERM

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

2.2 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Project to the City. The terms of this Agreement implement the program.

ARTICLE 3 COMPANY OBLIGATIONS

3.1 Contract of Sale. Within one hundred twenty (120) days of the Effective Date, Company must execute the Contract of Sale and any exhibits of the Contract of Sale requiring Company's execution. The City Manager is authorized, after review by the City's attorney, to negotiate, finalize, and execute the Contract of Sale and any exhibits of the Contract of Sale, and is further authorized to execute any documents reasonably requested by the title company to effectuate closing of the transaction. The City shall deliver the initial draft of the Contract of Sale to Company within ten (10) days of the Effective Date, and the parties agree to negotiate the same in good faith and with due diligence. In the event the Contract of Sale is not fully executed within thirty (30) days of the Effective Date, then all dates and deadlines in this Agreement shall extend day-for-day thereafter until the date of full execution of the Contract of Sale.

3.2 Compliance with Laws. Construction of the Public Infrastructure and Project must be done in accordance with all applicable federal, state and local laws, codes, and regulations. Company agrees that before platting the Property, it will file applications with the City requesting (i) rezoning of the Property to "S, South Mansfield Form-Based Development District" ("**Zoning District**") and (ii) approval of concept and phasing plans and any other requirements of the Zoning District.

3.3 Regulations Regarding Building Products, Materials, or Methods. The parties find that the Property constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "**Code**"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "**Regulations**") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Company voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration

of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Property in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Company's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City, MEDC, and Board to authorize the payments to Company described herein; (d) the covenants contained herein shall run with the land and shall bind Company and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

3.4 Commencement of Construction. Company must achieve Commencement of Construction for Phase 1A no later than July 31, 2024; provided, however, the City Council may extend, in its sole discretion, such date one time for up to one hundred eighty (180) days in the event Company is diligently pursuing the platting, permitting and development of Phase 1A.

3.5 Phase 1A Building Final. No later than February 28, 2026 Company must receive a Building Final for Phase 1A; 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 1A. In the event the Building Final for Phase 1A has not issued on time in accordance with this section and such failure continues for more than 30 days after Company's receipt of City's written notice of such failure, then Company must pay MEDC \$3,000,000 within 30 days after Company's receipt of City's written demand to Company (which may not be delivered to Company before such dates provided above). In the event the Building Final for Phase 1A has been issued on time in accordance with this section or prior to the expiration of the thirty (30) day period provided above, the \$3,000,000 loan made by Company in connection with the acquisition of the Property shall automatically be deemed satisfied and extinguished. 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 1A Tenant Finish Out. No later than April 31, 2027, tenant finish-out Certificates of Occupancy must be granted for a minimum of 15,000 square feet of leasable space within Phase 1A.

3.7 Phase 1B Commencement. No later than April 31, 2026, Company must achieve Commencement of Construction for Phase 1B.

3.8 Property Maintenance.

(a) Company agrees to create a property owner's association, or other appropriate entity ("Association"), to assume and be responsible for the continuous and perpetual operation, maintenance, and supervision of structures, parks, landscaping systems or landscape elements or features, landscape irrigation systems, screening walls, living screens, buffering systems, entryway features, including monuments or other signage, or other physical facilities or grounds held in common and necessary or desirable for the welfare of the Property, or that are of common use or benefit and that are not or cannot be

satisfactorily maintained by the City. A copy of the agreements, covenants and restrictions establishing and creating the Association must be approved by the city attorney and City Council of City prior to the approval of the record plat of the subdivision for the Property and must be filed of record with such record plat in the map and plat records of the county.

(b) At a minimum, the agreements, covenants and restrictions establishing and creating the Association must contain or provide for the following:

- (1) Definitions of terms contained therein;
- (2) Provisions acceptable to the City for the establishment and organization of the Association and the adoption of bylaws for such Association, including provisions requiring that the owner of any lot within the applicable subdivision and any successive buyer shall automatically and mandatorily become a member of the Association. Company shall have the right (but not the obligation) to be the sole controlling member of the Association during such periods that Company owns any portion of the Property;
- (3) The initial term of the agreements, covenants and restrictions establishing and creating the Association shall be for a 25-year period and shall automatically renew for successive ten-year periods, and the Association may not be dissolved without the prior written consent of the City;
- (4) Provisions acceptable to the City to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association and which may establish a reserve fund for such purposes;
- (5) Provisions prohibiting the amendment of any portion of the Association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association without the prior written consent of the City;
- (6) The right and ability of the City or its lawful agents, after due notice to the Association, to perform the responsibilities of the Association if the Association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the Association or of any applicable City codes or regulations; to assess the Association for all costs incurred by the City in performing such responsibilities if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City codes or regulations; and
- (7) Provisions indemnifying and holding the City harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's performance of the operation,

maintenance or supervision responsibilities of the Association due to the Association's failure to perform such responsibilities, except for the negligence or willful misconduct of City.

3.9 Capital Investment and Jobs. The minimum Capital Investment for Phase 1A of the Project shall be \$50,000,000.00 as of the date Phase 1A of the Project receives a Building Final. Company shall, within thirty (30) days after receiving a Building Final of Phase 1A of the Project deliver to the Director copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document compliance with the required Capital Investment for Phase 1A of the Project. A minimum of fifty (50) people shall be employed in the construction of the Phase 1A of the Project.

3.10 Educational Partnerships. The parties will reasonably cooperate with each other to pursue partnerships with the University of Texas at Arlington, Texas A&M University, Texas Tech University, or other institutions of higher learning in order to bring these institutions to the Project as lessees or in some other capacity.

ARTICLE 4 CITY GRANT AND MEDC GRANTS

4.1 City Grant. Within 30 days of Company's completion of a schematic design of Phase 1A of the Project and City's approval of such schematic design, City will pay Company a grant in the amount of \$500,000 ("City Grant").

4.2 MEDC Grants.

(a) Within 30 days of Commencement of Construction for Phase 1A of the Project and the Director's receipt of a Payment Request, MEDC will pay Company an MEDC Grant in the amount of \$1,000,000, and will thereafter make eight additional MEDC Grant payments, each in the amount of \$500,000, to Company within the third month of each calendar quarter.

(b) Within 30 days of the Building Final for Phase 1A of the Project and the Director's receipt of a Payment Request, MEDC will pay Company an MEDC Grant in the amount of \$1,500,000.

(c) Within 30 days of a tenant finish-out Certificates of Occupancy being granted for a minimum of 15,000 square feet of leasable space within Phase 1A and the Director's receipt of a Payment Request, MEDC will pay Company an MEDC Grant in the amount of \$500,000.

4.3 Maximum Public Infrastructure Amount. The MEDC Grants paid to Company in accordance with this Article may not exceed the Maximum Public Infrastructure Amount.

4.4 Proof of MEDC Grants. The MEDC agrees to maintain a separate account containing an amount equal to the outstanding balance of the Maximum Public Infrastructure Amount at all times during the Term of this Agreement. Within thirty (30) days of written request by Company, MEDC shall deliver to Company reasonable evidence of compliance with this provision.

ARTICLE 5 LEASE OF PHASE 1A

5.1 Lease Agreement. Provided Company is not in default under this Agreement beyond any applicable notice and cure period at the time of entering into such, MEDC shall lease 50% of the rentable square footage within Phase 1A of the Project for a period not to exceed 10 consecutive years at a rental rate and terms to be mutually agreed upon by a separate lease agreement; provided, however, that the rental rate may not exceed fair market rent which shall be determined mutually and in good faith by the parties and shall be based upon the annual rental rates then being charged in the Class A office market sector of the Dallas-Fort Worth Metroplex for comparable space and for a lease term taking into consideration: rental rates within the Dallas-Fort Worth Metroplex, quality and age of the leased premises; the location and configuration of the relevant space within the applicable leased premises; the extent of service to be provided to the proposed tenant thereunder; applicable distinctions between “gross” lease and “net” leases; the creditworthiness and quality of the MEDC as a lessee; leasing commissions; and any other relevant term or condition in making such evaluation, as reasonably determined by the parties. In the event Company and MEDC are unable, despite negotiating in good faith, to reach an agreement on the fair market rent above, MEDC, at its sole cost and expense, shall appoint a qualified MAI appraiser for the purpose of determining the fair market rent. MEDC shall submit MEDC’s appraisal to Company, together with a written summary of the methods used and data collected to make such determination. If Company objects to MEDC’s appraisal, Company, at Company’s sole cost and expense, shall appoint a qualified MAI appraiser for the purpose of determining fair market rent. Company shall submit Company’s appraisal to MEDC, together with a written summary of the methods used and data collected within twenty (20) days after Company provides MEDC with Company’s written objection to MEDC’s determination of fair market rent contained in MEDC’s appraisal. If Company does not make such objection and appoint such appraiser within twenty (20) days after receipt of MEDC’s appraisal, then MEDC’s appraisal shall be deemed conclusive. If Company’s appraisal and MEDC’s appraisal differ by (x) less than five percent (5%), the average of the two appraised amounts shall be the fair market rent, or, if (y) five percent (5%) or more, Company and MEDC shall promptly instruct their appraisers to jointly appoint a third MAI appraiser to determine the fair market rent for the Premises. Company and MEDC shall each pay one-half (1/2) of the expenses of the third appraisal. The appraisal among the three (3) that is farthest from the average of all the appraisals shall be disregarded and the average of the other two shall be the fair market rent and binding upon Company and MEDC. The lease agreement must also give MEDC the ability to sublease and assign portions or all of its leasehold estate.

5.2 Funding of Rent. The parties agree that all or a portion of the lease payments under the lease agreement may be funded by the Property TIRZ Fund or other sources, which obligation will become effective upon the Board’s receipt of written notice from the Director specifying the amount and schedule of rent to be paid.

ARTICLE 6 LEASE PAYMENTS

6.1 Purpose. The parties acknowledge that Company will lease out Phase 1A and Phase 2 of the Project at market rental rates, which may be less than the rates necessary to pay off the loan Company obtained for construction of the Project. MEDC agrees to pay the difference between the market rates and the rates sufficient to pay off Company's debt as established by Company's lender (the "**Rental Gap**"). The Rental Gap payments will be made in accordance with this Article.

6.2 Rental Gap Payments. MEDC agrees to make payments to Company in amount equal to the Rental Gap; provided, however that the payments will not exceed the maximum payments for the years set forth in the charts contained in **Exhibit C** attached hereto and incorporated herein.

6.3 Funding of Rental Gap. The parties agree that all or a portion of the Rental Gap payments may be funded by the Property TIRZ Fund or other sources, which obligation will become effective upon the Board's receipt of written notice from the Director specifying the amount and schedule of Rental Gap payments to be paid.

ARTICLE 7 PARKING GARAGE

The Project will include an up to 3 story public parking garage. The parties agree to work in good faith with each other to identify a source of third-party funding to finance the construction of the parking garage before Company is to commence construction of Phase 2; provided, however, that Company will not be liable for any costs of the parking garage.

ARTICLE 8 TERMINATION, OFFSET, AND REPAYMENT

8.1 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 City or MEDC, if:
 - (i) Company fails to execute the Contract of Sale in accordance with Section 3.1 of this Agreement
 - (ii) upon written notice by MEDC, if the Contract of Sale is terminated or the conveyance of the Property to Company otherwise fails to close (except due to a seller default thereunder); or
- (c) upon written notice by any party, if another party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof;

- (d) upon written notice by MEDC, if Company suffers an Event of Bankruptcy or Insolvency and such filing is not dismissed or withdrawn within ninety (90) days after the filing thereof;
- (e) upon written notice by MEDC, if any Impositions owed to City become delinquent and such delinquency has not been cured within ninety (90) days after written notice thereof; or
- (f) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

8.2 Offset. MEDC 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, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

8.3 Repayment. In the event Commencement of Construction has not been achieved for Phase 1A in accordance with section 3.4 of this Agreement, and this Agreement is terminated by City or MEDC, Company shall immediately refund to City and MEDC an amount equal to the amount of the City Grant and MEDC Grants that have been provided by City and MEDC 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 City or MEDC) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 9 INDEMNIFICATION

CITY, MEDC, AND THE BOARD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY, MEDC, AND THE BOARD, THEIR COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT

COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE RELEASES AND INDEMNIFICATIONS CONTAINED HEREIN SHALL NOT EXTEND TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, MEDC OR BOARD OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 10 ACCESS TO INFORMATION

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

ARTICLE 11 GENERAL PROVISIONS

11.1 Mutual Assistance. The parties 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.

11.2 Representations and Warranties. Company represents and warrants to the MEDC that it has the requisite authority to enter into this Agreement. Company represents and warrants to the

MEDC that it will not violate any federal, state or local laws in constructing or operating the Project, and that the Project and Public Infrastructure shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations of the City of Mansfield.

11.3 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.

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

11.5 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

11.6 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 their rights and obligations hereunder only upon prior written approval of the City and MEDC; provided, however, Company shall not be required to obtain City or MEDC's consent to an assignment of this Agreement to an Affiliate of Company.
- (b) Collateral Assignment. Notwithstanding Section 11.6(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 Project and Public Infrastructure, all rights, title, and interests of Company to receive the City Grant and MEDC Grants or other payments under this Agreement. Such collateral assignments: (i) shall require the prior written consent of the City and MEDC, which shall not be unreasonably delayed or withheld, and City and MEDC agrees to execute such reasonable consent forms as may be required to evidence such consent; (ii) shall require notice to the City and MEDC 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; (iv) may give lenders the right, but not the obligation, to cure any failure of Company to perform under this Agreement; and (v) MEDC agrees to subordinate its lien on the Property (if any) to any such third-party financing in accordance and consistent with the terms of the Contract of Sale and related deed of trust. 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 City and MEDC's legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to the City Council and MEDC's board of directors for approval.

11.7 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight

courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

COMPANY: Admiral Legacy Investments LLC
440 TX-121 STE 300
Lewisville Texas 75056
Attn: Ese Aihie

With a copy to: Baker Monroe, PLLC
1612 Summit Avenue, Suite 100
Fort Worth, Texas 76102
Attn: C. J. de Vilder, Jr.

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

With a copy to: Mansfield Economic Development MEDC Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

City: City of Mansfield, Texas
Attn: City Manager
1200 E. Broad Street
Mansfield, Texas 76063

11.8 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.

11.9 Applicable Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

11.10 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.

11.11 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.

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

11.13 Force Majeure. If any 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 Force Majeure, 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 any party under this Agreement.

11.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

11.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

11.16 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 City and MEDC the full amount of all payments made under 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 City or MEDC.

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

11.18 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

11.19 Condition Precedent. The issuance of the MEDC Debt is a condition precedent to this Agreement and the obligations of the parties pursuant to this Agreement.

11.20 Consent Standard. Except as otherwise specifically provided, whenever consent or approval of Company, City or MEDC is required under the terms of this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

{Signatures on following page}

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Board Secretary

ADMIRAL LEGACY INVESTMENTS LLC,
a Texas limited liability company

By:  _____

Name: Ese Aihie

Title: President

Date: 01/04/2023

CITY OF MANSFIELD, TEXAS

Joe Smolinski, City Manager

Date: _____

ATTEST:

Susana Marin, City Secretary

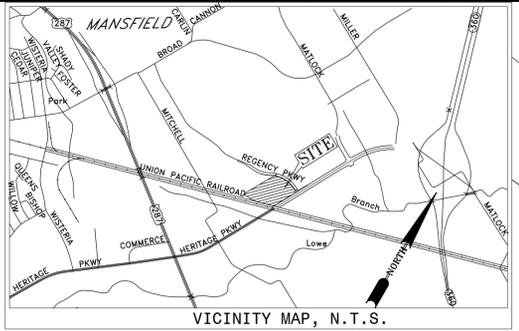
**BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE,
CITY OF MANSFIELD**

Chairman

Date: _____

EXHIBIT “A”

The Property



DEVELOPER:
ATHLOS ACADEMIES
ATTN: Richard Shilovich CCIM, CPM
901 W. Wall Street
Suite 106, Grapevine, TX 76051
w: athlosacademies.org
e: rshilovich@athlosacademies.org
o: (817) 618-4144

Owner:
STEPHEN HORNING-LOCKWOOD
20 WOODLAND CT
MANSFIELD, TX 76063-9711
Phone: (817) 467-1948
Email: lockwood@lockwoodholdings.com

BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
TEL (817) 926-0211
FAX (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEBSITE: www.brittain-crawford.com
FIRM CERTIFICATION 1019000
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All Rights Reserved

**ELIZABETH McANEAR SURVEY
ABSTRACT No. 1005**

MANSFIELD TRINITY
DEVELOPMENT, L.P.
CC#D206053443
D.R.T.C.T.

STEPHEN CLARE
HORNING-LOCKWOOD
VOLUME 10470, PAGE 1069
D.R.T.C.T.

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, Stephen Horning-Lockwood, is the sole owner of a 17.951 acre tract of land located in the Milton Gregg Survey, Abstract No. 555, City of Mansfield, Tarrant County, Texas as recorded in Volume 12278, Page 1222, of the Deed Records of Tarrant County, Texas, being more particularly described as follows:

BEGINNING at a 1/2" iron rod marked "Brittain & Crawford" set in the North boundary line of aforesaid Stephen Clare Horning-Lockwood Tract and the South boundary line of a tract of land conveyed to Mansfield Trinity Development, L.P., by the deed recorded in County Clerk's File No. D206053443, of the Deed Records of Tarrant County, Texas, and said POINT OF BEGINNING lying in the West right-of-way line of Regency Parkway;

THENCE along the West right-of-way line of Regency Parkway, as follows:

1. SOUTHEASTERLY 735.67 feet, along a curve to the right, having a radius of 844.00 feet, a central angle of 49° 56' 29", and a chord bearing S 55° 21' 31" E 712.60 feet, to a 1/2" iron rod marked "Brittain & Crawford" set at the end of said curve;
2. S 30° 23' 16" E 86.82 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;
3. S 28° 15' 18" W 29.20 feet, to an "X" cut in concrete set at the intersection of the West right-of-way line of Regency Parkway and the North right-of-way line of Heritage Parkway;

THENCE S 59° 06' 31" W 750.54 feet, to a 1/2" iron rod marked "Brittain & Crawford" set at the intersection of the South right-of-way line of aforesaid Heritage Parkway and the Northeast line of Union Pacific Railroad;

THENCE N 74° 47' 36" W 616.67 feet, along the Northeast right-of-way line of the Union Pacific Railroad and the Southwest boundary line of aforesaid Stephen Clare Horning-Lockwood Tract, to a 1/2" iron rod marked "Brittain & Crawford" set at the South corner of a tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D213176340, of the Deed Records of Tarrant County, Texas;

THENCE N 54° 52' 08" W 356.90 feet, along the East boundary line of said City of Mansfield Tract, to a 1/2" iron rod marked "Brittain & Crawford" set at the Northeast corner of said Mansfield Tract, lying in the North boundary line of aforesaid Stephen Clare Horning-Lockwood Tract and the South line of a tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D207146896, of the Deed Records of Tarrant County, Texas;

THENCE N 59° 46' 42" E 71.74 feet, along the South boundary line of said City of Mansfield Tract and the North boundary line of said Stephen Clare Horning-Lockwood Tract, to a 1/2" iron rod found at the Southeast corner of said City of Mansfield Tract and the Southwest corner of the aforesaid tract of land conveyed to Mansfield Trinity Development, L.P.;

THENCE N 60° 13' 42" E 982.34 feet, along the South boundary line of said Mansfield Trinity Development, L.P. Tract and the North boundary line of said Stephen Clare Horning-Lockwood Tract, to the POINT OF BEGINNING containing 17.951 acres (781,945 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, STEPHEN CLARE HORNING-LOCKWOOD, being the sole owner of the above described parcel, does hereby adopt the herein above described property as LOT 1, BLOCK 1, HERITAGE MANSFIELD K-8 SCHOOL, an addition to the City of Mansfield, Tarrant County, Texas, and does hereby dedicate to the public's use, the STREETS AND EASEMENTS shown hereon.

WITNESS MY HAND, this ____ day of _____, 2017.

By: STEPHEN CLARE HORNING-LOCKWOOD

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared STEPHEN CLARE HORNING-LOCKWOOD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017.

Notary Public in and for The State of Texas
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF TARRANT

THIS is to certify that I, KRYSYAN GOLEBIEWSKI, a Registered Professional Land Surveyor for the State of Texas, have performed for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.



**LOT 1, BLOCK 1
HERITAGE MANSFIELD
K-8 SCHOOL
17.951 ACRES OF LAND
781,945 SQ. FEET
MINIMUM FINISHED FLOOR
ELEVATION=600.78**

CONDITIONS OF ACCEPTANCE OF DRAINAGE AND FLOODWAY EASEMENTS

THIS PLAT IS PROPOSED BY THE OWNERS OF PROPERTIES DESCRIBED HEREIN (HEREINAFTER REFERRED TO AS "PROPERTY OWNERS") AND IS APPROVED BY THE CITY OF MANSFIELD SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE PROPERTY OWNERS, HIS HEIRS, GRANTEEES, SUCCESSORS AND ASSIGNS.

NO OBSTRUCTION TO THE FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY FILLING OR BY CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE EASEMENT SHOWN HEREIN ON THIS PLAT, UNLESS APPROVED BY THE CITY OF MANSFIELD. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF MANSFIELD TO ERECT DRAINAGE FACILITIES IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS AND ALLEYS IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY OF MANSFIELD SHALL HAVE THE RIGHT TO ENTER SAID DRAINAGE EASEMENT AT ANY POINT OR POINTS TO ERECT, CONSTRUCT AND MAINTAIN ANY FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES.

THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTAINING SAID DRAINAGE EASEMENT. THE PROPERTY OWNERS SHALL KEEP SAID DRAINAGE EASEMENT CLEAN AND FREE OF DEBRIS, SILT, HIGH WEEDS, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY OR UNDESIRABLE CONDITIONS. THE CITY OF MANSFIELD SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTING AND SUPERVISING MAINTENANCE WORK DONE BY THE PROPERTY OWNERS. IF AT ANY TIME THE PROPERTY OWNERS FAIL TO SATISFY ANY OF THEIR AFOREMENTIONED RESPONSIBILITIES OR OBLIGATIONS, THE CITY OF MANSFIELD, UPON TEN (10) DAYS PRIOR NOTICE TO THE OWNERS, MAY ENTER SAID DRAINAGE EASEMENT AT ANY POINT OR POINTS TO PERFORM MAINTENANCE OR CLEAN-UP, AND BILL THE PROPERTY OWNERS THE COST INCURRED, OR PLACE A LIEN ON SAID PROPERTIES IF THE BILL IS NOT PAID WITHIN THIRTY (30) DAYS OF ITS MAILING.

SAID DRAINAGE EASEMENT, AS IN THE CASE OF ALL DRAINAGE EASEMENTS, IS SUBJECT TO STORMWATER OVERFLOW AND EROSION TO AN EXTENT WHICH CANNOT BE SPECIFICALLY DEFINED. THE CITY OF MANSFIELD SHALL NOT BE HELD LIABLE FOR ANY DAMAGES RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA OR THE FAILURE OF ANY FACILITIES WITHIN SAID DRAINAGE EASEMENT. FURTHER, THE CITY OF MANSFIELD WILL NOT BE RESPONSIBLE FOR EROSION CONTROL OR ANY DAMAGE TO PRIVATE PROPERTIES OR PERSONS RESULTING FROM THE FLOW OF WATER WITHIN SAID DRAINAGE EASEMENT AND PROPERTIES.

DRAINAGE EASEMENT CALLS

Course	Bearing	Distance
L1	S 78°57'42" E	23.89'
L2	N 78°29'16" E	42.65'
L3	S 73°32'30" E	131.92'
L4	S 79°33'11" E	65.78'
L5	S 79°43'50" E	47.54'
L6	S 71°41'40" E	37.72'
L7	S 46°08'19" E	118.59'
L8	S 73°20'43" E	80.62'
L9	S 74°05'51" E	86.77'
L10	S 83°10'54" E	85.43'
L11	S 77°16'16" E	132.52'
L12	S 68°21'32" E	56.60'
L13	S 46°12'57" E	43.72'
L14	S 10°49'13" E	29.95'
L15	S 49°23'35" E	46.20'
L16	S 59°06'31" W	55.85'

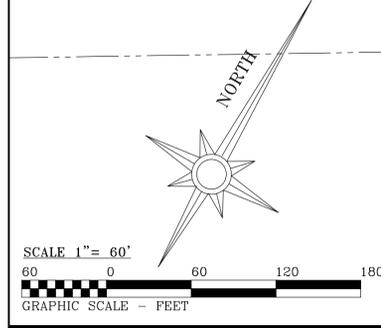
DRAINAGE STUDY NOTE:
Drainage Easement and minimum finished floor elevation shown on this plat are based on the hydrology of Project # MED 08320, performed by Teague Nail and Perkins, dated October 13, 2010 and the hydraulics within the HEC-RAS analysis performed by Peloton dated 12-14-2017.

VISIBILITY EASEMENT NOTE:
"NO TREES, BUSHES, WALLS, SIGNS OR ANYTHING OVER 2' IS ALLOWED WITHIN THE VISIBILITY EASEMENTS."

BEARING BASE:
THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM SATELLITES, AND LOCAL CONTINUOUSLY OPERATING REFERENCE STATIONS.

ALL IRON RODS (IRS) SET ARE WITH YELLOW CAP STAMPED "BRITTAIN & CRAWFORD."

FLOOD NOTE
NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAMS FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS. COMMUNITY-PANEL NUMBER 48439C0490 K, MAP REVISED SEPTEMBER 25, 2009.



SELLING A PORTION OF ANY LOT IN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO PENALTIES IMPOSED BY LAW.

APPROVED BY THE CITY OF MANSFIELD
2018
APPROVED BY: P&Z COMMISSION CHAIRMAN
2018
ATTEST: PLANNING & ZONING SECRETARY

AFTER RECORDING, RETURN TO CITY OF MANSFIELD
1200 E. BROAD STREET,
MANSFIELD, TX 76063

STEPHEN CLARE
HORNING-LOCKWOOD
VOLUME 12278, PAGE 1222
D.R.T.C.T.

HERITAGE PKWY.
120' PUBLIC RIGHT-OF-WAY
CC# D206033652, D.R.T.C.T.

EXHIBIT "B"

The Project and Public Infrastructure



EXHIBIT “C”

Rental Gap Payments

The Calendar Years below shall automatically adjust based on completion of construction of Phase 1A and Phase 2, as applicable.

Lease Backstop Schedule Phase 1A of the Project				
Calendar Year	Lease Year	Lease Backstop (SFT)	Backstop (“Gap”) \$/sft	Rental Gap Payment
2022				
2023				
2024				
2025	0	150,000.00	\$10.00	\$1,500,000.00
2026	1	150,000.00	\$9.22	\$1,383,000.00
2027	2	150,000.00	\$8.42	\$1,262,490.00
2028	3	150,000.00	\$7.59	\$1,138,364.70
2029	4	150,000.00	\$6.74	\$1,010,515.64
2030	5	150,000.00	\$5.86	\$878,831.11
2031	6	150,000.00	\$4.95	\$743,196.04
2032	7	150,000.00	\$4.02	\$603,491.92
2033	8	150,000.00	\$3.06	\$459,596.68
2034	9	150,000.00	\$2.08	\$311,384.58
2035				
2036				
				\$9,290,870.69

Lease Backstop Schedule Phase 2 of the Project				
Calendar Year	Lease Year	Lease Backstop (SFT)	Backstop (“Gap”) \$/sft	Rental Gap Payment
2022				
2023				
2024				
2025				
2026				
2027	0	90,000.00	\$8.42	\$757,494.00
2028	1	90,000.00	\$7.59	\$683,018.82
2029	2	90,000.00	\$6.74	\$606,309.38
2030	3	90,000.00	\$5.86	\$527,298.67
2031	4	90,000.00	\$4.95	\$445,917.63
2032	5	90,000.00	\$4.02	\$362,095.15
2033	6	90,000.00	\$3.06	\$275,758.01
2034	7	90,000.00	\$2.08	\$186,830.75
2035	8	90,000.00	\$1.06	\$95,235.67
2036	9	90,000.00	\$0.01	\$892.74
				\$3,940,850.82

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-962759

Date Filed:
 12/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Admiral Legacy Investments
 Lewisville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 The City of Mansfield/The Mansfield Economic Development Corporation

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 12122022
 Mansfield Innovation Community- 17 acre Mixed-Use Real Estate Development

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ese Aihie, and my date of birth is 11/23/1975.

My address is 4400 State HWY 121, STE 300, Lewisville, TX, 75072, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 8th day of December, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
 (Declarant)



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5115

Agenda Date: 1/9/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Review and Consideration of a Request to Approve Modifications to the South Pointe Planned Development (PD) District Standards, Office Residential (OR) Sub-District; RUBY 07 SPMTGE LLC, developer (ZC#04-012C)

Requested Action

To review and consider proposed text revisions to the development standards for the South Pointe PD District concerning removing the requirement for a minimum of 50 acres to be developed as office in the OR Sub-District and to reduce the minimum lot area for townhomes in the OR Sub-District from 2,000 square feet to 1,760 square feet.

Recommendation

Staff recommends that the request to remove the requirement for a minimum of 50 acres be developed as office in the OR Sub-District be amended to reflect a minimum of 15,000 square feet to be developed as office in accordance with the provisions of Section 5 of the South Pointe PD District Standards.

Staff recommends approval of the request to reduce the minimum lot area for townhomes in the OR Sub-District from 2,000 square feet to 1,760 square feet with the following additional development standards:

1. Each townhome be provided with a dooryard, stoop, or terrace building frontage in accordance with the standards established in Section 155.073 (K) of the Mansfield Code of Ordinances (i.e., the S, South Mansfield Form-based Development District).
2. Each townhome, where the provisions of the South Pointe PD District Standards are silent, be designed and constructed in strict accordance with the architectural standards with the standards established in Section 155.073 (Q) of the Mansfield Code of Ordinances (i.e., the S, South Mansfield Form-based Development District).
3. Each townhome be constructed to have a minimum height of three (3) stories.

Description/History

As envisioned, South Pointe is to be developed as and to exist as a “mixed-use community purposefully designed to facilitate quality development and livability” that is worthy of emulation.

The South Pointe PD District standards are administered to and applied across nine (9) different residential product types and a wide range of non-residential projects. The various residential product types include townhomes, with the considerations that

townhomes are “appropriate as a transition from residential areas to non-residential areas and along arterial or collector streets” and that “no more than six (6) attached dwelling units can be included in a single building”.

The South Pointe PD District standards are further administered to and applied across five (5) different districts, including the OR Sub-District. As shown in Section 6 of the South Pointe PD District, the intent of the OR Sub-District is to “provide a location for offices, office flex, residential and related uses”.

Of the developed land within the OR Sub-District, some 45.03 acres of land are dedicated to the Charlene McKinzey Middle School; and another 33.44 acres of land are anticipated to deliver 92 detached single-family residences to the market (i.e., Phase 8B). This leaves a balance of approximately 29 acres of undeveloped land remaining in the OR Sub-District.

As requested, the developer is seeking to make text revisions to the development standards for the South Pointe PD District --- and in particular the OR Sub-district ---that will remove a minimum requirement for developing at least 50 acres for office use and to reduce the minimum lot area for townhomes from 2,000 square feet to 1,760 square feet.

The text revision requests may be reviewed with regards to the following considerations:

- Presently, the remaining vacant land assigned to the OR Sub-District is generally located north of the Tarrant County Water Containment & Improvement District No. 1 Easement and south of the Union Pacific Railroad. It is bounded to the west by Matlock Road and to the east by State Highway 360.
- The OR Sub-District still affords substantial opportunities to integrate office uses into the existing and proposed development patterns in South Pointe and the surrounding environs, including proposed projects to the north of the Union Pacific Railroad and to the east of State Highway 360.
- Reducing the minimum lot area for townhomes will not only improve land use efficiency, but it will also increase opportunities for the application of elevated standards for architecture and urban design. It should be noted that there are not any minimum lot requirements for townhomes in either the D, Downtown District or the S, South Mansfield Form-based Development District. There has been interest from the real estate development community to construct townhomes under the standards in those zoning districts. Moreover, mandating dooryard, stoop, or terrace building frontages will stimulate visual interest while elevating standards for architectural design. Urban design standards for dooryard, stoop, and terrace building frontages should be derived from and inspired by the same as provided for in the S, South Mansfield Form-based Development District. Further, the S, South Mansfield Form-based Development District should inspire the architectural considerations for townhomes within the community, as there are limited provisions for architecture within the South Pointe PD District for townhomes.

- The last remaining tract of undeveloped land fronts State Highway 360. This provides an extraordinary opportunity to visually frame the highway with buildings and structures of meaningful height. Mandating that the minimum building height for townhomes be three (3) stories will leverage this opportunity; it will also enable and encourage creativity and innovation in site design and building design.
- With the remaining amount of vacant land dwindling within the municipal limits of Mansfield, the purposeful integration of employment, commercial, and civic uses into primarily residential areas will help create complete neighborhoods while expanding the tax base. Removing a minimum requirement for office or other commercial activity increases pressure to realize the same in other areas of Mansfield.
- The South Pointe PD District contains few provisions to direct and guide the architectural design of townhomes. Leveraging existing standards under the S, South Mansfield Form-based Development District will ensure that the architectural design of the townhomes is elevated; and it will also ensure architectural compatibility with existing and future development in adjacency.
- The development standards for the South Pointe PD District contemplate a balanced mix of uses that sustain each other in whole and in part. The absence of office in the OR Sub-district diminishes an appropriate land use transition to surrounding properties and the ability of South Pointe to develop as a complete neighborhood that is walkable and mixed-use.

Summarily, in removing the requirement that a minimum of 50 acres be dedicated to office diminishes the potential of South Pointe to develop and to exist as an exemplary mixed-use development. Development patterns in South Pointe that are efficient, mixed-use, and walkable should be reinforced and encouraged.

Reducing the minimum lot area for the townhome residential product will not adversely impact development patterns; rather, it will provide a suitable transition in land use intensity for future projects on adjoining properties, improve land use efficiency, and encourage elevated site and building design. Collectively, this will start to develop a coherent and cohesive visual identity along State Highway 360 and inspire future development.

Prepared By

Art Wright, AICP, Senior Planner
817-276-4226

**ADDENDUM TO SOUTH POINTE
PLANNED DEVELOPMENT DISTRICT STANDARDS
MANSFIELD, TEXAS**

WHEREAS, the City of Mansfield, Texas (the “City”), approved that certain South Pointe Planned Development District Standards Mansfield, Texas dated February 16, 2005, as revised on July 11, 2016, and as further revised on April 24, 2017 (as revised, the “PD Standards”); and

WHEREAS, the City, by action of the City Council on the _____ day of _____, 2023, has approved certain amendments and modifications to the PD Standards.

NOW, THEREFORE, the PD Standards are hereby amended and modified as follows:

Modifying the Minimum Lot Area for Townhouse – Office Residential. The PD Standards are hereby modified and amended by reducing the minimum lot area for Townhouse – Office Residential to 1,760 square feet as set forth in Section 8 of the PD Standards (Bulk Standards, Residential Product Table).

Modifying and Amending the Residential Townhouse Product (TH). The PD Standards are hereby modified and amended by adding the following language at the end of the last sentence in Section 3, Paragraph 6, of the PD Standards:

“Residential Townhouse Product (TH)

The Residential Townhouse Product (TH) is a Residential Product that includes land subdivided for residential purposes and associated uses that lend themselves to townhouse development. The TH Product is intended to allow smaller dwelling units. This Product is appropriate as a transition from residential areas to nonresidential areas and along arterial or collector streets. This Product is also appropriate in areas designated as Office Residential District on the South Pointe Development Plan. No more than six (6) attached dwelling units can be included in a single building. Each dwelling unit shall provide a dooryard, a terrace, or a stoop at the principal entrance into the unit in accordance with the provisions of Section 155.073 (K) the S, South Mansfield Form-based Development District. Each dwelling unit, where the provisions of these South Pointe Planned Development District Standards are silent, shall be designed and constructed in accordance with the provisions of Section 155.073 (Q) of the S, South Mansfield Form-based Development District. Otherwise, the provisions of these South Pointe Planned Development District Standards shall control.”

Adding a Minimum Height for Townhouse – Office Residential. The PD Standards are hereby modified and amended by adding a new Paragraph (2)(E), Minimum Height for Townhouse – Office Residential in Section 8 of the PD Standards to read as follows:

“E) Minimum Height for Townhouse – Office Residential

- 1) Building Height Min: 3 stories (14 feet per story max)”

This Addendum to the PD Standards is approved by action of the City Council of the City on the _____ day of _____, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

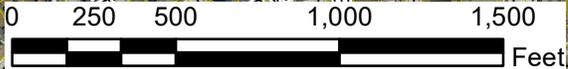
Drew Larkin, City Attorney



Southpointe Phase 8B

Proposed Townhome Development

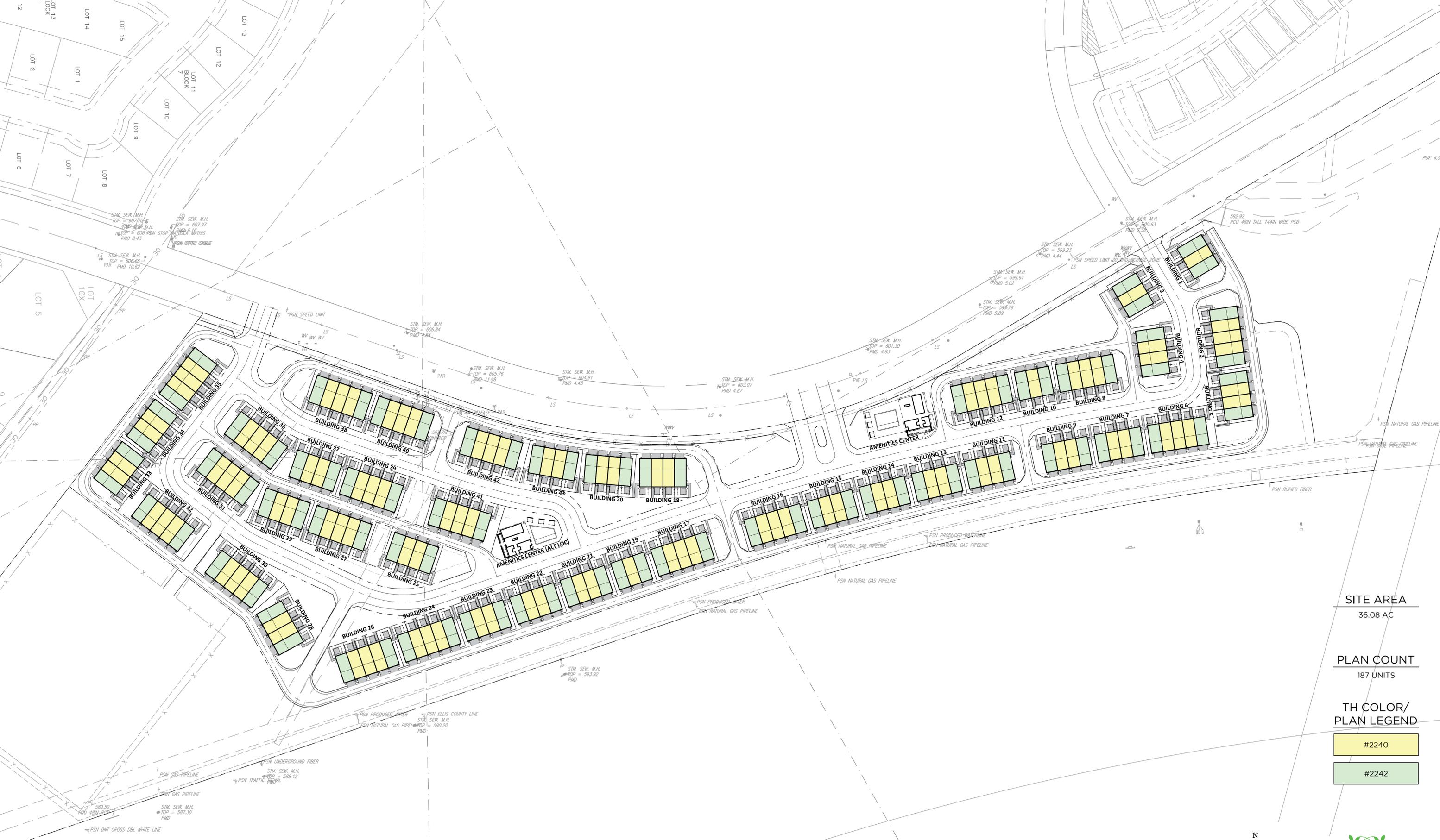
Charlene McKinzey Middle School



— OR Sub-District Boundary

ZC#04-012C Southpointe Office Residential Sub-Distr 128





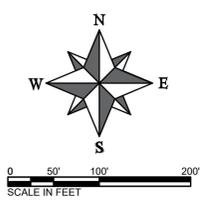
SITE AREA
36.08 AC

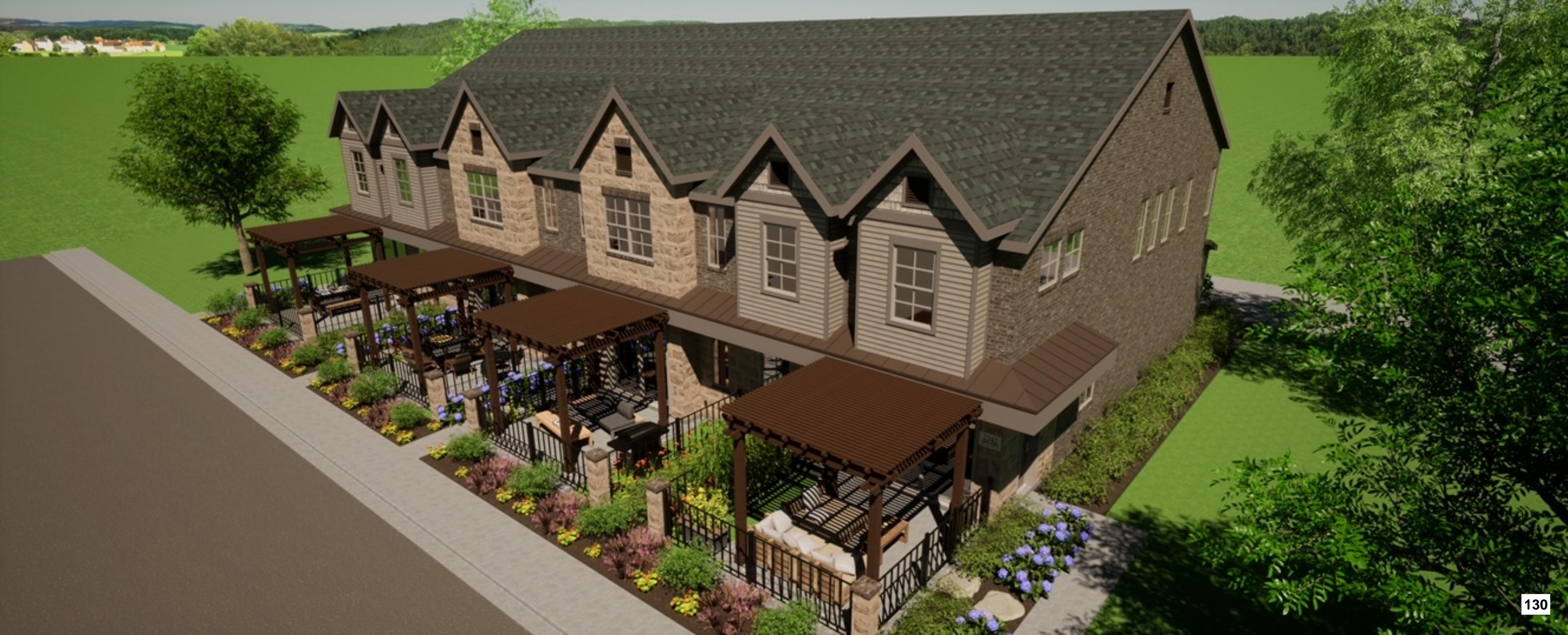
PLAN COUNT
187 UNITS

**TH COLOR/
PLAN LEGEND**

- #2240
- #2242

SOUTH POINTE TOWNHOMES









2220
SOUTH POINTE