



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, October 28, 2024

2:30 PM

Council Chambers

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#### REGULAR MEETING

1. **2:30 P.M. - CALL MEETING TO ORDER**

2. **WORK SESSION**

Discussion Regarding Chapter 90 Animal Control Ordinance

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

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

Seek Advice of City Attorney Regarding Pending Litigation Cause No. 4:23-cv-00131-O

Seek Advice of City Attorney Regarding Special Event Funding

Seek Advice of City Attorney Regarding Hotel Occupancy Tax Funding

Seek Advice of City Attorney Regarding Contract Negotiations Related to Health Insurance

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****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 #21-04

Economic Development Project #21-23

Economic Development Project #21-33

Economic Development Project #22-04

Economic Development Project #23-14

**4. 6:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION****5. INVOCATION****6. PLEDGE OF ALLEGIANCE****7. TEXAS PLEDGE**

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

**8. PROCLAMATION**

[24-6263](#) National Chiropractic Health Month

Attachments: [Proclamation](#)

**9. RECOGNITION**

Class #5 My Mansfield Muni-Versity

Mansfield Independent School District

**10. 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.*

**11. COUNCIL ANNOUNCEMENTS**

**12. 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

Veterans Memorial Update

Special Event Update

**B. Communications & Outreach Department Report**

[24-6239](#) Departmental Quarterly Reports

**Attachments:** [Mansfield Quarterly Q4](#)

**13. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

**14. 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**

[24-6225](#) Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Section 117.05 "Permit Fee" Of Chapter 117 "Portable On Demand Storage Units" Of Title XI "Business Regulations" Of The Code Of Mansfield; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing A Savings Clause; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Presenters:** Nicolette Ricciuti

**Attachments:** [Ordinance](#)

[Redline Ordinance](#)

[24-6226](#)

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Chapter 94, "Food Establishment Regulations," Of Title IX "General Regulations" Of The Code Of Mansfield, Texas, By Revising Section 94.03 "Regulations, Permits, And Preoperational Inspections", Section 94.04 "Inspections And Posting Of Scores", And 94.16 "Fee Schedule"; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Presenters:** Nicolette Ricciuti

**Attachments:** [Ordinance](#)

[Redline Ordinance](#)

[24-6227](#)

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Section 92.43 "Permit Required", Section 92.44 "Review Of Plans And Requirements", Section 92.45 "Inspections", And Section 92.49 "Public Pool/Spa Manager Certification" Of Subsection "Public Swimming Pool/Spa" Of Chapter 92 "Health And Sanitation" Of Title IX "General Regulations," Of The Code Of Mansfield, Texas; Revising Compliance Standards For Pools/Spas And Interactive Water Features; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing A Savings Clause; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Presenters:** Nicolette Ricciuti

**Attachments:** [Ordinance](#)

[Redline Ordinance](#)

[24-6228](#)

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Sections 110.28 And 110.33 Of Subchapter Entitled "Child Care Facilities" Of Chapter 110, "General Provisions," Of Title XI "Business Regulations" Of The Code Of Mansfield, Texas, Adopting The Fee Schedule By Reference; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Presenters:** Nicolette Ricciuti

**Attachments:** [Ordinance](#)

[Redline Ordinance](#)

[24-6229](#)

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Chapter 158, "Standards, Registration, And Inspection Requirements For Multi-Family Dwelling Complexes," Of Title XV, "Land Usage," Of



The Code Of Mansfield, Texas, By Revising Section 158.012 "License Fees Required For Multi-Family Dwelling Complexes And Lodging Establishments" And Section 158.014 "Probationary Status, Suspension And Revocation Of Registration"; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violation; Providing A Savings Clause; Providing For Publication As Required By Law; And Providing An Effective Date

**Presenters:** Nicolette Ricciuti

**Attachments:** [Ordinance](#)

[Redline Ordinance](#)

[24-6266](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Construction Contract to Millis Development & Construction - Dallas LLC in an Amount Not to Exceed \$5,609,824 for Construction of Phase 1A Improvements at Geyer Commons; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

**Presenters:** Matt Young

**Attachments:** [Resolution](#)

[Exhibit A](#)

[24-6267](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving a Contract with Fifth Asset, Inc., dba DebtBook for Three Years in an Amount Not to Exceed \$69,750.00 to Provide Debt, Lease, Subscription Based Information Technology Arrangements, and Public Private Partnerships Management Software and Implementation Services; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

**Presenters:** Bryan Rebel

**Attachments:** [Resolution](#)

[Exhibit A](#)

[24-6268](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the Master Development Agreement (MDA) for the Reserve between the City of Mansfield, the Board of Directors of Tax Reinvestment Zone Number One, and Stillwater Capital, LLC; Authorizing the City Manager or His Designee, and the Chairman of the Board of Directors of Tax Increment Reinvestment Zone Number One to Execute the Agreement; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (TIRZ #1)

**Presenters:** Jason Moore

**Attachments:** [Resolution](#)

[Exhibit A](#)

- [24-6264](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Second Amendment to the Economic Development Agreement between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Reinvestment Zone Number One in the City of Mansfield, Texas, and Admiral Legacy, LLC; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Authorizing the City Manager or his Designee, The MEDC Board President, and Chairman of TIRZ #1 Board, to Execute Said Agreement; And Declaring an Effective Date (MEDC)

**Presenters:** Jason Moore

**Attachments:** [Resolution](#)

[Exhibit A](#)

- [24-6262](#) Minutes - Approval of the October 14, 2024 Regular City Council Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [10-14-24 DRAFT Meeting Minutes](#)

**END OF CONSENT AGENDA**

**15. OLD BUSINESS**

- [24-6117](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Granting Support and Consent to Creation of Somerset Village Municipal Management District of Ellis County and the Inclusion of Approximately 70.897 Acres of Land into the District; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

**Presenters:** Jason Moore

**Attachments:** [Resolution](#)

[Exhibits A - B](#)

**16. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING**

- [24-6235](#) Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Change of Zoning From C2, Commercial Business District and SF-7.5/12, Single-Family District to D, Downtown District, D-3, Urban Center Zone on Approx. 1.489 Acres, Situated at Lot 3R, Block 20, City of Mansfield, Tarrant County, TX Generally Located South of E. Broad Street, and Approx. 175 Feet Southeast of the Intersection of N. Walnut Creek and E. Broad Street and Addressed as 702 E Broad Street; City of Mansfield, Applicant (ZC#24-011)

**Presenters:** Arty Wheaton-Rodriguez

**Attachments:** [Ordinance](#)

[Maps and Supporting Information](#)

[Land Use Designation Map](#)**17. NEW BUSINESS**[24-6265](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Negotiate, Finalize and Execute a Master Development Agreement (The "MDA") and Related Ground Leases, and any necessary conveyance documents (Collectively, The "Agreements") for the Qualified Convention Center and Hotel Project between the City of Mansfield, a Texas home-rule municipal corporation, the Board of Directors of Reinvestment Zone Number Four in the City of Mansfield, Texas, and TerraViva Global, LLC, a Texas limited liability company and/or assigns; Upon its Finalization, Authorizing the City Manager or His Designee, and Chairman of the Board of Directors of Reinvestment Zone Number Four (The "Board") to Execute the Agreement; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

**Presenters:** Jason Moore

**Attachments:** [Resolution](#)

[Exhibit A](#)

[Exhibit B](#)

**18. ADJOURN****CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the October 28, 2024 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 Thursday, October 24, 2024 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

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Susana Marin, City Secretary

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 276-4207 at least three (3) business days in advance. Reasonable accommodation will be made to assist your needs.



# CITY OF MANSFIELD

1200 E. Broad St.  
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## STAFF REPORT

File Number: 24-6263

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**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:**

**Title**

National Chiropractic Health Month

**WHEREAS**, chiropractors are physician-level healthcare providers who focus on the whole person as part of their hands-on, non-drug approach to pain management and health promotion; and

**WHEREAS**, these healthcare providers have special expertise and diagnostic skills in the prevention, treatment, and rehabilitation of musculoskeletal conditions and injuries; and

**WHEREAS**, National Chiropractic Health Month serves as a reminder that chiropractic treatment, along with an active, healthy lifestyle, may lessen or eliminate the need for riskier and potentially addictive treatments such as prescription pain medications and surgery; and

**WHEREAS**, Mansfield is home to several chiropractic practices who not only care for their patients but have shown to be engaged community partners;

**NOW, THEREFORE**, I, Michael Evans, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim October 2024, as

### **NATIONAL CHIROPRACTIC HEALTH MONTH**

and encourage all residents to participate in daily activities to improve their overall health and fitness.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 28<sup>th</sup> day of October 2024.



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 24-6239

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

**Title**

Departmental Quarterly Reports

**Requested Action**

Review Departmental Quarterly Reports

**Recommendation**

Review Departmental Quarterly Reports

**Description/History**

4th Quarter Update for FY 2024

**Justification**

Provide an Update to City Council

**Funding Source**

N/A

**Prepared By**

Bernadette McCranie

Director of Communications and Outreach

bernadette.mccranie@mansfieldtexas.gov



# Mansfield Quarterly

FISCAL YEAR 2024

QUARTER 4

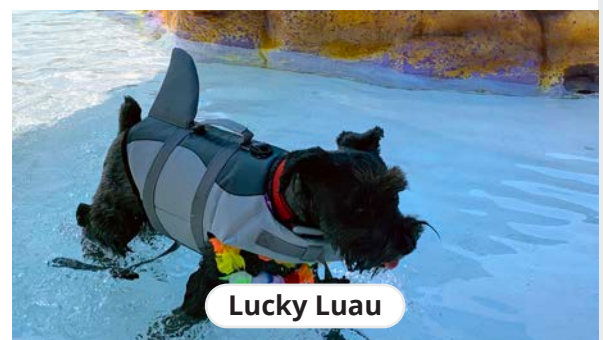
## TRAPS North Region Maintenance Rodeo



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# True **NORTH**



## The City of Mansfield's GUIDING PRINCIPLES

### Noteworthy Essentials

The City of Mansfield will continue to deliver high-quality essential services to its residents, businesses, and visitors.

### Organizational Excellence

The City of Mansfield will foster a healthy environment for its own employees to maximize productivity, boost morale, attract high-quality candidates and establish itself as a destination employer.

### Remarkable Experiences

The City of Mansfield will find creative and innovative ways to provide its residents, businesses and visitors with world-class amenities and experiences - above and beyond essential functions and services.

### Together As One

The City of Mansfield will remain a close-knit community as growth continues. The City of Mansfield will provide world-class social infrastructure and opportunities for all its residents to connect and enjoy remarkable experiences together.

### Healthy Economy

The City of Mansfield will support and strengthen its economy in all strategic decision-making and will leverage its assets to preserve its economic vitality.



**Baseball History Exhibit**

# BUILDING SAFETY

The Building Safety Department promotes construction methods that provide for the safety of occupants and appropriate use of the buildings. We strive to assist applicants and citizens with construction projects using an efficient and professional approach. We process permit applications, conduct plan review, and complete field inspections according to the 2018 International Code Council construction guidelines as adopted by our City Council.

## Building Safety Activity July 1 to Sept. 30

### Inspected and Completed

- 200 Carlin Road – Shell Office Building
- 1701 Fountainview – Kelley Shell Office Building
- 410 U.S. 287 – Portillos Restaurant
- 1660 E. Broad Street – Retail Shell
- 3000 E. Broad Street – Retail Shell
- 990 N. U.S. 287 #124 - Hearth Café Expansion
- 101 W. Debbie Lane #104 - Mathnasium Tutoring
- 1960 Heritage Pkwy. #150 - Sentry Aerospares



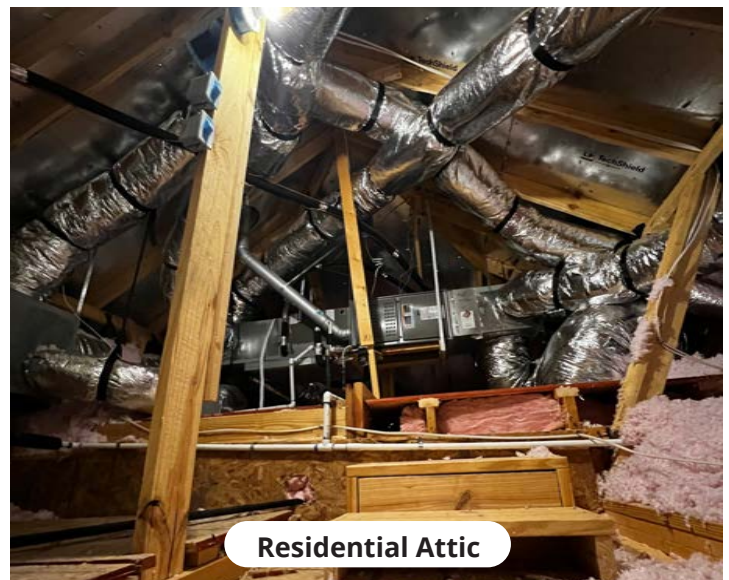
Pump Truck to Pour Driveway



Driveway Preparation

### Approved and Under Construction

- 4451 E. Broad Street - Shell Office Building
- 1725 E. Broad Street – The Alexander Apartments
- 1601 Heritage Pkwy. - Police Complex
- 213 E. Debbie Lane - Sonie Eyecare Medical Office
- 2301 E. Broad Street – Retail Shell Buildings #100 and #200
- 812 S. 5th Ave - Don Lee Farms Expansion
- 1320 S. US 287 - Medical Building
- 3000 Reserve - Townhomes at the Reserve
- 700 E. Debbie Lane - Retail and Showroom
- 402 S. US 287 - Camp Bow Wow Dog Care Facility
- 945 Trinity – Ferguson Warehouse
- 120 N. Mitchell Rd. – Office Shell
- 2300 Reserve Way – Leasing and Amenities Center
- 500 E. Dallas – St. Jude Addition
- 1855 Lone Star Rd. – NRG Phase II Volleyball
- 3801 Britton Rd. – Data Center
- 2771 Broad St. #211 – Teaspoon
- 1100 S. Main St. – Texas Collision
- 620 Wisteria St. – Animal Care & Control Center
- 1195 W. Debbie Ln. – Convenience Store & Fuel
- 1101 W. Debbie Ln. – Best Maid Storage & Tankyard



Residential Attic



# BUILDING SAFETY

## Currently in Review

- 961 W. Debbie Lane – Shell Building for Office Condos
- 250 N. Miller - The Revel Apartments
- 603 Strada Cir. – Office Shell
- Urban Living Phase 2 – Apartments
- 971 Matlock Rd. – Shell and Office
- 2199 Matlock Rd. – Matlock Dentistry
- 1935 FM 157 – Dr. Azer Veterinarian Practice
- 1400 U.S. 287 – Shell & Medical Office
- 1061 N. S.H. 360 – Texas Trust
- 2421 E. Broad Street – Retail Facility in the Reserve
- 2411 E. Broad Street – Retail
- 1100 Heritage Pkwy. – Oldcastle Expansion
- 605 E. Broad Street – Geyer Commons
- 1101 W. Debbie Lane – Best Maid Shop
- 3180 E. Broad Street – Hilton Garden Inn
- 21 E. Debbie Ln. – Lightbridge Academy Daycare
- 203 S. Walnut Dr. – Fire Station 1

**Fees Collected**  
**\$4,309,031.09**

## BY THE NUMBERS **JULY 1 to SEPT. 30**

Received applications, performed plan review, and issued permits including:

214	New Residential
36	New Commercial
255	Additions & Remodels
74	Miscellaneous Permits
69	Cert. of Occupancy
401	Single Trade Permits
240	Garage Sale Permits
20,473	Inspections Conducted



# COMMUNICATIONS & OUTREACH

**The Communications and Outreach (C&O) team creates and delivers external communications for the City of Mansfield to maintain transparency and engagement with its residents. This department also oversees the website, social media and media relations on behalf of the city. Additionally, this team is responsible for creating engagement opportunities through annual outreach events, My Mansfield Muni-Versity and the Mansfield Volunteer Program.**

The Communications & Outreach (C&O) team wrapped up a busy final quarter of fiscal year 2024. Here's a peek at what the C&O team accomplished over the past quarter.

In a rapidly growing city like Mansfield, it can be difficult to keep up with everything that's going on. The C&O team is dedicated to making information for residents easily accessible. One of the ways staff has been working on this priority is revamping the resident e-newsletter, which will be coming soon. In the meantime, if you want to be on the list for the relaunch, make sure you're signed up on our website to receive them. Sign up at <https://www.mansfieldtexas.gov/list.aspx>.

The C&O team covered a number of exciting groundbreaking and ribbon-cuttings. Projects include the Staybolt Street District, a new data center, and the long-awaited expansion to the Chris W. Burkett Service Center which also includes a new Animal Care & Control facility! Our new furry family members will have cutting-edge amenities featuring 130 living areas for dogs, 135 cat kennels, medical facilities with extra recovery kennels, and spaces for community outreach and education while they wait for their new families to find them.

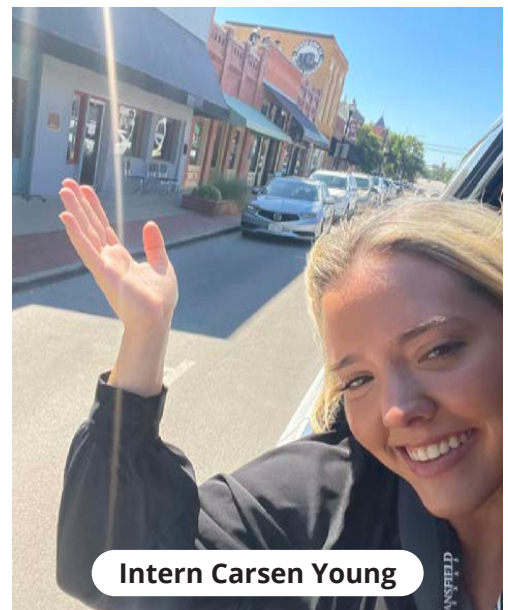
C&O also welcomed college intern, Carsen Young. Carsen is currently pursuing her Bachelor of Arts in Strategic Communication from the University of Louisiana at Lafayette. Carsen has been helping with the production of the city's annual budget video alongside creating collateral for various city channels.

Staff continues to partner with other city departments like our Municipal Courts team to capture event images from their Power of You(th) event in September. This event was hosted by the Municipal Courts in partnership with Fire and Police alongside Mothers Against Drunk Driving (MADD) aimed at providing tools to resist peer pressure and empower Mansfield's youth to make good decisions.

And last, but not least, C&O staff represented the city at the annual City-County Communications & Marketing Association's (3CMA) conference, where they gained valuable insights into current information trends and how to continue providing the best information for residents. Mansfield was proud to bring home the top honor of Savvy award, for "Best Recurring Video" category for the City Council Recap videos! These recaps can be found on the city's Facebook and YouTube channels on the second and fourth Tuesday of the month. Check them out at <https://www.facebook.com/CityMansfieldTx>.



**Power of You(th)**



**Intern Carsen Young**



**Groundbreaking for Animal Control Facility**



**3CMA Award for City Council Recaps**





**Muni-Versity with Dustin Dangli**

### Neighborhood Services

The C&O team partnered with the city's Environmental Services team for a service day in honor of 9/11. More than 200 volunteers spent their Saturday cleaning up area parks and creating cards for veterans and first responders.

The fifth cohort of the city's civic academy My Mansfield Muni-Versity began in August. Participants have spent their Wednesdays visiting various city facilities and learning from departments like Planning & Zoning, Parks & Recreation and more. Some of their activities included "building their own special event" and participating in a mock zoning case. Participants will wrap up their final classes in October and be recognized during the Oct. 28 City Council meeting. This class is hosted annually in the fall.

This summer also marked the launch of My Mansfield Mini-Versity, a version of the civic academy specifically geared toward young adults. This three-day intensive camp met capacity early in the application process and partnered with Mansfield's Youth Council to build a pipeline for future MYC members and engage the community's youth in the city's activities.

The quarter rounded out with finalizing the presentation of the President's Volunteer Service Awards (PVSA) to 2023 volunteers. The PVSA is a prestigious award issued by the President of the United States to recognize civic volunteerism.



• Nextdoor Members - 37,454 (+887)



• Facebook Followers - 28,722 (+571)



• Youtube Subscribers - 809 (+17)



• LinkedIn Members - 1,733 (+196)



• Instagram Members - 1,718 (+99)

### BY THE NUMBERS JULY 1 to SEPT. 30

#### Top Posts by Reach

82.2K	Haunt the Block
70.8K	Most Livable Cities
45.4K	Guinness Drone Show
23.6K	Staybolt Street District
16.3K	Trinity Metro Launch
14.1K	Drone PSA

#### Website - MansfieldTexas.Gov

700K	Total Page Views
194K	Total Users

#### Top Pages by Views

77K	Homepage
44K	Search
34K	Utility Bill Change
28K	Job Opportunities
27K	Water Utilities



**Mini-Versity**

# CULTURAL ARTS



## Farr Best Theatre

Our team produced 56 events (up from 27 events last quarter) at the newly renovated Farr Best Theatre with 79 days of use. The new stage lights and sound equipment are notable improvements that help provide the best experience for our residents and visitors of this storied building in our booming downtown.

## Hispanic Heritage Talent Show

On Sept. 29, the Farr Best Theater hosted the Hispanic Heritage Talent Show to celebrate the cultural heritage of the Hispanic community in Mansfield. In addition to performances and original artwork, the event offered authentic Hispanic concessions and unique crafts and offerings from vendors showcasing their products.



## Public Art Survey

With a new piece of public art set to be commissioned in the near future, staff sought the input of residents on what they'd like to see and received 371 public art survey responses. Residents were reached via social media, at numerous special events and through QR codes placed at city facilities.

## Cultural Incubator

The Cultural Incubator Program, which began just two years ago, received a 2024 Excellence Award for Neighborhood Development by the International Economic Development Council. The program has led to a 140% increase in space utilization at the Farr Best and a 400% increase in attendance at the theater since its inception.





# ECONOMIC DEVELOPMENT

The Mansfield Economic Development Corporation's (MEDC) mission is to increase the City of Mansfield's tax base by attracting desirable new development to the community and assisting with the retention and expansion of existing businesses. MEDC engages in a variety of marketing initiatives to attract new businesses and works with existing businesses to help them grow and expand.

## David Godin Reception

We celebrated David Godin's 8 years of service on the Mansfield Economic Development board. As he completes his term as President of the MEDC board, he will begin a new role on the Planning and Zoning board. Fellow board members and city staff attended his reception to share their gratitude for his many years of service and commitment.

## Society of Commercial Realtors Econ. Dev. Panel Discussion

Jason Moore, Executive Director of MEDC, spoke at this event and shared the exciting developments coming to Mansfield.

## BisNow Life Sciences Event

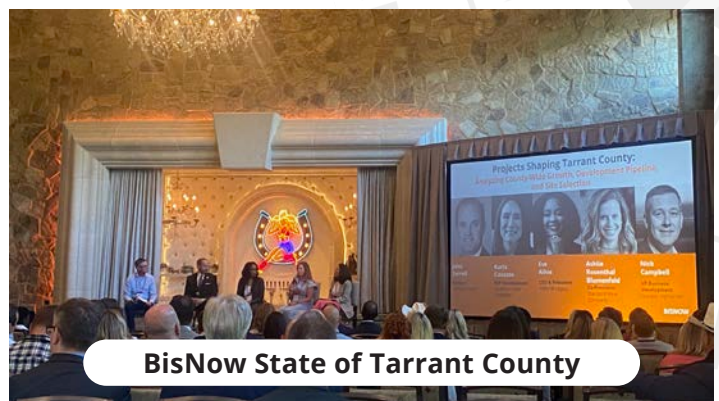
Rachel Bagley moderated a panel discussion on the Future of Life Sciences in DFW and discussed the new innovation district, The LinQ, and how that project will be a catalyst for new life sciences innovation in the DFW metroplex.

## BisNow State of Tarrant County Event

MEDC sponsored this event and showcased The LinQ innovation district.

## North Texas Regional Certification Agency Lunch & Learn

MEDC sponsored this event and showcased The LinQ innovation district.





# ECONOMIC DEVELOPMENT

## Staybolt Street Groundbreaking

The 100-acre district will bring one of the first HighFive Entertainment to DFW. Bowling, arcade games, and a rooftop concert venue will be featured in this three-story space, which will also host both youth and elite athletics.

## BioNTX iC3 Conference

MEDC attended this conference to make connections and bring awareness to Mansfield's new innovation district, The LinQ.

## Healthcare Alliance - Sept. 17, 2024

MEDC hosted the Healthcare Alliance meeting at Methodist Mansfield Hospital. This is a networking event for companies in health and wellness, allowing them to build referral networks and share best practices.

## Ladies in Commercial Real Estate Yoga Event

Sunshine Yoga Shack hosted the monthly LCRE Mansfield event at their downtown location on Sept. 26.

## SemiCon 2024 - July 7-11, 2024

MEDC attended SemiCon 2024 in San Francisco to create opportunities for new economic growth in Mansfield within the semiconductor industry. Mansfield's commitment to innovation and skilled workforce makes it an attractive destination for the semiconductor industry and secondary industries as Texas continues to lead in manufacturing and technology.

## NTCAR: Economic Impact of FIFA World Cup 26 - Sept. 18

This event highlighted the impact the 2026 FIFA World Cup will have on DFW. With the completion of Mansfield's soccer stadium in Staybolt, the city will be a prime location to attract teams, fans, and businesses during the World Cup.

## Kroger Grand Re-opening

The Kroger at Matlock and Debbie Lane celebrated a grand re-opening after major renovations over the last several months.



BioNTX iC3 Conference



Greenjacket Ribbon Cutting



Texas Trust Groundbreaking



Kroger Grand Reopening



Healthcare Alliance



LCRE Yoga Event



The Vault Grand Reopening



# ENGINEERING REPORT

**This Quarterly Road Report includes street projects currently under construction or in the design phase in the City of Mansfield. For the most up-to-date information about street projects in the City of Mansfield, please see our Roadway Capital Projects Dashboard.**

## Street Projects Under Construction

### **Day Miar Road (East Broad Street to Seeton Road) Street Bond Fund, Tarrant County Transportation Bond Fund, Grand Prairie**

Day Miar Road is being improved to a four-lane undivided concrete roadway. Roadway drainage will be curb and gutter with inlets and piping draining to a parallel open channel on the west side of the road. The open channel will extend from Grand Meadow Boulevard to the detention area north of Lake Ridge High School. The project includes sidewalks along both sides of the roadway, two pedestrian crossings at the MISD school sites, and traffic signals at the intersections with Grand Meadow Boulevard and Seeton Road enhancements. Project construction is being coordinated with the MISD and City of Grand Prairie.

The reconstruction and excavation of the MISD ponds near Broad Street is progressing as weather permits. The construction of water lines and drainage structures will continue in phases until complete. Paving construction is complete except at driveway connections, addressed on a case by case basis with the Property Owner. Traffic has been moved to the center of the roadway to allow for work in the ROW to be completed. Day Miar Road has been reopened to one lane in each direction. Grand Meadow Boulevard & Seeton Road traffic signals are also still progressing.

### **Gertie Barrett Road (Country Meadow Drive to Wildwood Court) Street Bond Fund**

This project will reconstruct Gertie Barrett Road as a 3-lane undivided 36-foot-wide asphalt roadway with a turn lane where appropriate.

Construction has been suspended due to utility conflicts, expected to be clear in November.

### **Mansfield Country Estates Street Bond Fund**

Asphalt reconstruction of all roadways within the Mansfield Country Estates subdivision.

Construction has resumed and is anticipated to be complete late 2024.

### **South Holland Road (Stonebriar Trail to Garden Path Lane) Street Bond Fund**

South Holland Road will be improved to a four-lane divided thoroughfare. The project includes completing the north side of National Parkway west of Holland Road and several hundred feet to the east. It includes a traffic signal at Holland Road and National Parkway and roadway sidewalks and a sidewalk along the east side to Elizabeth Smith Innovative Learning. This project requires the construction of detour pavement on the east side of the existing roadway to accommodate construction.

Street light installation on Holland Road by Oncor has been delayed by Oncor staffing changes but will start at the end of Oct. or beginning of Nov. The construction is substantially complete. Final vegetation establishment, irrigation and punch list items are being completed. HOA coordination has started for returning maintenance back to the respective owners.

### **US 287 Frontage Roads-TxDOT (UPRR to Lone Star Road) TxDOT**

This project includes construction of both the northbound and southbound frontage roads of US 287 between the Union Pacific Railroad and Lone Star Road and additional lanes at the Lone Star Road bridge and a southbound to northbound U-Turn. This includes traffic signals at the Heritage Parkway/Northbound US 287 jug handle intersection along with signals at the intersections of the Northbound and Southbound US 287 Frontage Roads at Lone Star Road and US Business 287 at Lone Star Road.

Roadway construction anticipating completion in early 2025. Traffic control shift on the main lanes started 8/5, reducing the travel lanes to 1 lane in each direction on one side of the highway.

### **Matlock Road Left Turn Lanes (SB at Cannon Drive & NB at Country Club Drive) Street Bond Fund**

Extension of southbound and northbound left turn lane at Matlock Road & Cannon Drive to provide more storage.

Project has been publicly bid and is being awarded at City Council. Construction is anticipated to begin in a few weeks.

## Street Projects Under Design

### **Cardinal Road NB Right Turn Lane at FM 1187 Street Bond Fund**

Design and construction of a northbound right turn lane at FM 1187. Cardinal Road is an improved roadway with a traffic signal at FM 1187. It is a minor collector serving MaryJo Sheppard Elementary School and residential traffic onto FM 1187. The northbound approach currently accommodates a left turn lane and a combination through and right-turn lane. To assure safety the improvement will also necessitate improving the traffic signal, median nose and pedestrian route at the intersection.

100% plans have been received and under staff review. ROW acquisition is beginning. The project is anticipated to bid later this year.

### **East Broad Street (Fire Station to Holland Road) Street Bond Fund**

This will provide improvements around the TX-360 intersection necessary to maximize vehicle throughput, especially eastbound to northbound movement. Creating dual-left turn lanes on the bridge and extending west is anticipated. Right-of-way acquisition at the southwest corner of the intersection will be considered if necessary. Limits may extend west to Cannon Dr. and east to Holland Rd. to maximize vehicle throughput. This will likely utilize asphalt pavement as is existing to the west. A traffic signal at Fire Station 3 will be included.

A 30% design set is complete and in review.

### **North Street (Oak Street to North Side of Walnut Creek) Street Bond Fund, TxDOT**

Reconstruction of existing bridge over Walnut Creek and roadway improvements south to Oak Street.

City has terminated the agreement with TxDOT and continuing with design of 30% plans.

# ENGINEERING REPORT

## **West Broad Street (Lillian to Retta) Street Bond Fund**

Design phase. West Broad Street will be improved to a four-lane, divided concrete roadway from its current two-lane, asphalt rural section in this immediate area. This project will reconfigure the West Broad Street intersections with both Retta Road and Lillian Road. Reconstructing these intersections will improve their safety.

Design is progressing toward a 60% submittal.

## **East Broad Street & Wisteria Street Intersection Improvements Street Bond Fund**

The intersection improvements are expected to consist of widening the northbound approach, extending storage for eastbound and westbound left turns, installing pedestrian accommodations, and installing a traffic signal.

Project will be publicly bid on Oct. 16. Construction start will likely begin at the beginning of 2025.

## **East Debbie Lane Median Opening (Walmart/Kroger Driveways) Street Bond Fund**

The project will eliminate left egress from driveways by constructing protected offset left turn lanes from Debbie Lane into shopping centers. Left turn outs will be prohibited.

The design has started and anticipated to take approximately 6 months.

## **Elizabeth Lane - 49th Year CDBG Community Development Block Grant**

Elizabeth Lane is to be reconstructed in asphalt with sidewalks on both sides of the street. Utilities are to remain with minor upgrades. A creek crossing will be installed with a turnaround configured on the south side of the creek. This project funded in part by the Tarrant County Block Grant.

Project is progressing towards 100% plans. Right-of-entry agreements have been mailed. The process of contacting property owners for right-of-entry permissions is in progress.

## **LFW Street (WCD to Willow), Live Oak Street (Dayton to FW) Street Bond Fund**

This project includes the reconstruction of the existing streets and the addition of new sidewalks. The project also incorporates a drainage

analysis to possibly add additional storm drain to facilitate better drainage function in the street.

Design is underway and progressing toward a 90% submittal. An off-site drainage channel is being coordinated with the downstream property owner.

## **Heritage Parkway Eastbound Lanes (South Main Street to Commerce Drive) Street Bond Fund**

Reconstruction of existing eastbound lanes and addition of third eastbound lane. Extension of Heritage Parkway/South Main Street westbound to northbound turn lane to provide more storage.

Design is progressing toward a 30% submittal.

## **Harvest Point-Heritage Parkway (Lone Star Road to Union Pacific Railroad) Street Bond Fund, TIRZ #4**

Reconstruction of Heritage Parkway to a 4-lane roadway from Lone Star Road to National Parkway. The railroad crossing is anticipated to be realigned and constructed as a quiet zone crossing.

Design is underway. Coordination of the Union Pacific railroad crossing is still in progress.

## **Harvest Point-Heritage Parkway (South of Lone Star Road) Street Bond Fund, TIRZ #4**

Reconstruction of Heritage Parkway to a 4-lane roadway from Lone Star Road to National Parkway. The railroad crossing is anticipated to be realigned and constructed as a quiet zone crossing.

Design of the bridge is currently underway with Dunaway.

## **Harvest Point-Lone Star Road and Stadium Development Streets Street Bond Fund, TIRZ#4**

This project will reconstruct Lone Star Road to a 4-lane roadway with a roundabout at the Heritage Parkway intersection. The project also includes new streets that will serve the proposed stadium site north of Lone Star Road.

Construction is in progress.

## **North Main Street to FM 157 Connector Street Bond Fund**

The proposed connector is a four-lane undivided roadway that will provide a connection from North Main Street to FM 157. This roadway will be located a half mile north of Mouser Way and will align with Watson Branch Lane. The connector will reduce traffic volumes along the frontage of Legacy High School and at the intersection of Main and FM 157. This project will also eliminate the current skewed intersection of Russell Road and FM 157 and will reduce flooding potential of Watson Branch upstream of Russell Road.

90% engineering plans have been reviewed and easement acquisition will begin shortly. Franchise utilities are designing relocations. Right-of-way acquisition is expected to take several months with construction beginning in mid-2025.

## **South Main Street at Heritage Parkway Intersection Street Bond Fund**

This project will add northbound and southbound right-turn lanes and pedestrian improvements to the intersection of South Main Street/Heritage Parkway. Sidewalks will be added on the east side of South Main Street from the Forest Brook Subdivision to Price Road. This project will involve coordination with TxDOT.

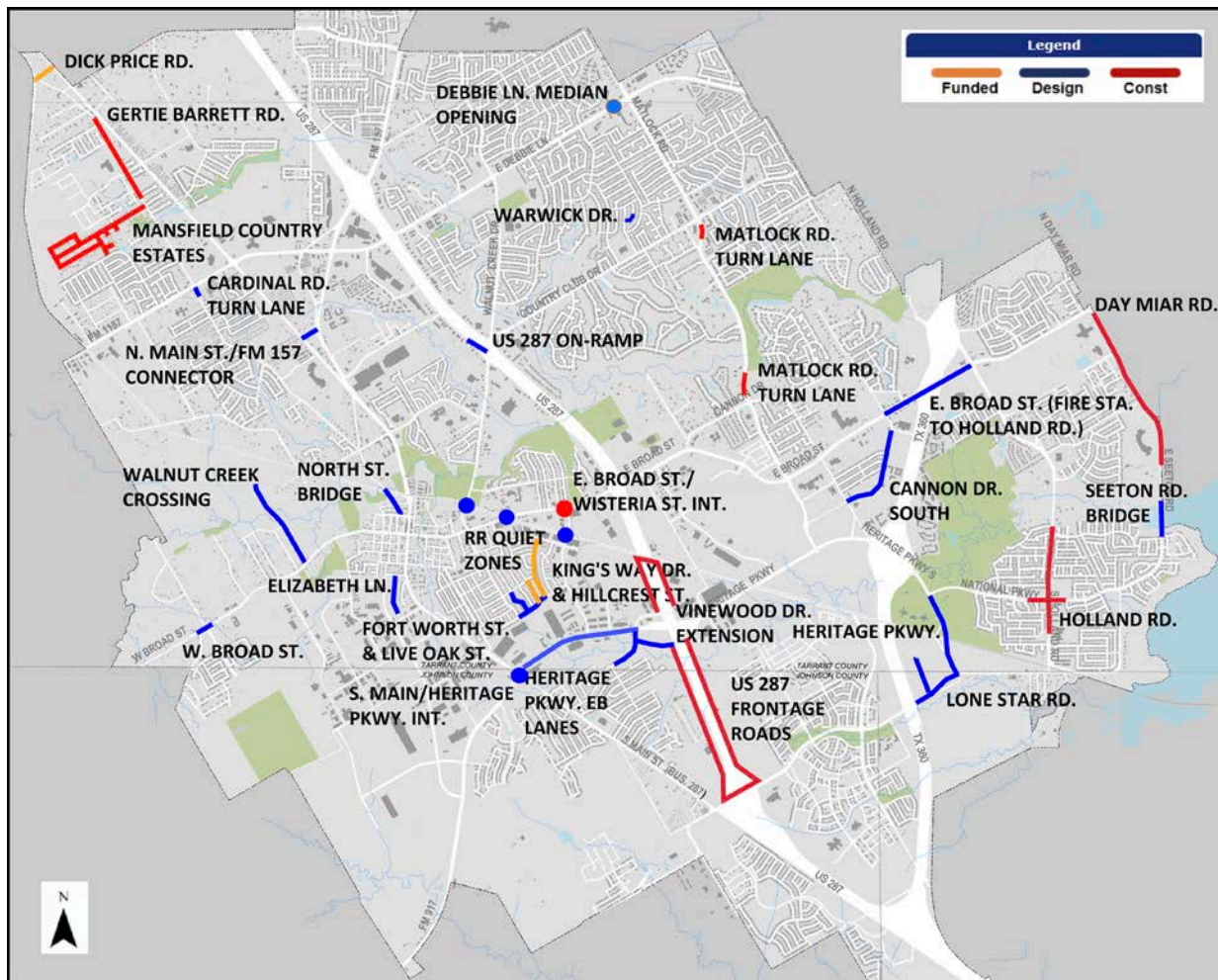
Currently pending franchise relocation schedules and easement acquisitions, construction is anticipated to begin early 2025.

## **Railroad Quiet Zones (Walnut Creek Drive, Broad Street, Wisteria Street) Street Bond Fund**

This project includes the reconstructing of the railroad crossings at Walnut Creek Drive, East Broad Street, and Wisteria Street. This project will reconstruct these crossings to meet the Union Pacific Railroad standards for Quiet Zone Crossings that will no longer require trains to sound their horns at the crossings.

60% design plans have been reviewed. Staff will be contacting affected property owners with concepts for comment. Railroad comments were considerably different from the pre-diagnostic meeting and further coordination is required. Then progress towards 90% plans will begin.

# ENGINEERING REPORT



## Seeton Road Bridge Street Bond Fund

This project will improve the bridge and pedestrian connection of Seeton Road across Joe Pool Lake. Anticipated to construct a 2-lane roadway with a hike and bike trail from the southern Lake Ridge High School driveway south across Joe Pool Lake to south of Edgewater Drive.

Conceptual design and cost estimates completed. Estimated cost is significantly higher than anticipated. The study considered different alternatives which will be revisited to determine if there are more feasible cost options. A meeting was held with Joe Pool Lake USACE staff to confirm acceptable alternatives. The consultant will complete conceptual study for the project to move forward to design and construction when funding is available.

## US 287 On-Ramp (North of Walnut Creek Drive) Street Bond Fund

This project will construct an on-ramp from the southbound US 287 frontage road to US

287 just north of Walnut Creek Drive. A schematic design will be prepared and submitted to TxDOT for review. Upon approval, design will be completed followed by construction of the ramp. Depending on the complexity of the final design and required processes of the TxDOT review, the project will take approximately two to three years to complete.

Consultant processing TxDOT required traffic data and forming report for TxDOT.

## Vinewood Drive (to Heritage Parkway) and US 287 Connector Street Bond Fund

This project will extend Vinewood Drive across Low Branch to Heritage Parkway with pedestrian and signal improvements at the intersection. It will also include a separate extension to the US 287 Southbound Frontage Road.

Design is progressing towards a 30% submittal.

## Warwick Drive (Concord Drive to East) Street Bond Fund

Reconstruct existing pavement.

60% plans have been submitted for review.

## Westhill Parkway (Westhill Parks to Broad Street) Street Bond Fund

The proposed project is an approximately 2,900 long, 29' wide (back of curb to back of curb) roadway from West Broad Street to and including the proposed roundabout at the intersection of preliminarily designated streets of Delta and Charlie in the proposed Westhill Parks subdivision. The project does include an approximately 500' bridge crossing Walnut Creek, and a 6' wide concrete sidewalk along one side of the roadway and bridge.

Design is progressing towards a 30% submittal.





# HISTORIC DOWNTOWN MANSFIELD

## Haunt the Block

City Council approved a Historic Downtown Community Activation Grant to Mansfield Business Alliance for Haunt the Block on Thursday, Oct. 17. This event brings thousands of families to downtown for trick or treating and fun activities.

## Young Professionals Mixer

On Sept. 24, Mansfield Business Alliance hosted a Young Professionals Mixer in historic downtown at 063 Studio. This event launched Mansfield's inaugural 40 under 40 awards program. This was a well attended event and many city staff were in attendance.





# HISTORICAL SERVICES

## History Camp

This summer, the museum held four weeks of History Camp at the Man House Museum. The camp, designed for elementary students, ran June 10-14 and 24-28 as well as July 8-12 and 22-26. Two weeks were for grades 1-3 and the other weeks were for 4-6 graders. At camp, kids learned about the history of the Man family and early Mansfield as well as what life was like in the 19th century. They played games, did crafts, made food, and many other activities. The camps were well-attended; each week had the maximum number of students signed up and 60 campers attended in total. Plans are already underway for next year's camps.

## Baseball Exhibit

This summer, the museum's special exhibit was America's Pastime: A Brief Look at Baseball in Mansfield. The exhibit featured historical photos of baseball teams in the area from as early as 1909. It contained antique items from little league and recreational adult leagues. Gear and awards from local high schools were also on display as well as biographical information and items from local Mansfieldians who have gone on to play ball in the Major Leagues. Visitors who came to see the exhibit walked away with a better understanding of how people living in Mansfield have enjoyed baseball for more than a century.



Baseball History Exhibit



History Campers



Quilting at History Camp

## 100 Hours of Play

On July 18, the Man House Museum hosted a 100 Hours of Play event. The 100 Hours of Play program is a Parks and Recreation initiative encouraging exercise and outdoor fun for kids during the summer. They hosted weekly programs in parks all over Mansfield. During the program at the Man House, the kids played old-fashioned games, like graces, hoop and stick, sack races, horseshoes and more.



100 Hours of PLAY



Campers Making Log Houses

Guests Served		
1,058 Visitors	23 Researchers	66 Volunteers



# INTERN CORNER

**Carsen Young, Communications**  
**University of Louisiana, Strategic Comm.**

**Q:** What projects have you worked on?

**A:** Social media posts, the '25 Fiscal Year Budget video, "Walktober" videos, and downtown incubator graphics.

**Q:** What is something you've wanted to try?

**A:** I have always wanted to try skydiving.

**Brandon Boten, City Manager's Office**  
**UT Arlington, Political Science**

**Q:** What projects have you worked on?

**A:** Assisting with Geyer Commons planning, drafting neighborhood sustainability reports, and updating department spreadsheets.

**Q:** What is something you've wanted to try?

**A:** To learn a different language and take a road trip throughout the entire United States.

**Ali Morales, Municipal Court**  
**UT Arlington, Political Science**

**Q:** What projects have you worked on?

**A:** Various community outreach initiatives, National Night Out, and designing items for our IMPACT program.

**Q:** What is something you've wanted to try?

**A:** Skydiving.

**Francisco Ferrer, Building Safety**  
**UT Arlington, Construction Manager**

**Q:** What projects have you worked on?

**A:** Ensuring compliance with International Building Code, field work with an Inspector, inspections and talking with builders.

**Q:** What is something you've wanted to try?

**A:** Learn to play the guitar and visit Japan.

**Francisca Lopez, Public Health**  
**UT Arlington, Public Health**

**Q:** What projects have you worked on?

**A:** I've worked with the health inspectors to ensure restaurants, daycares, and pools are in compliance. I helped develop the power-point for the upcoming food handler's safety class. I also completed data entry tasks, and organized files for code compliance.

**Q:** What is something you've wanted to try?

**A:** Traveling to see the Northern Lights, a cruise to Antarctica, and visiting Berlin to see where the Nuremberg trials took place.

**Cindy Violante, Community Engagement**  
**UT Arlington, Advertising**

**Q:** What projects have you worked on?

**A:** Researching a rebranding project for the department.

**Q:** What is something you've wanted to try?

**A:** Creating a podcast and learning the piano.



Francisca Lopez



Carsen and Brandon  
 filming the Budget video



Alitzel Morales





# MANSFIELD PUBLIC LIBRARY

## Summer Reading 2024 Statistics

The Mansfield Public Library's Summer Reading Club in 2024 was an incredible success, captivating patrons with over 135 engaging programs and more than 1,436 participants. Readers of all ages were able to log their time reading and earn prizes for their achievements. With a 10% increase in program attendance from the previous year, the library had to turn away over 400 patrons due to space constraints and resource availability. MPL hosted back to back storytimes on Tuesdays due to the high demand with a total of five storytimes each week. From creative craft workshops to various speaker sessions, there was something for everyone.

## Library Volunteers Receive President's Volunteer Service Awards

The library's volunteers have been honored with three prestigious President's Volunteer Service Awards for their exceptional commitment and many hours of service!

- Mansfield Public Library Advisory Board members received a Bronze Medal
- The Friends of the Mansfield Public Library received a Gold Medal
- Our dedicated Mansfield Public Library Volunteers also received a Gold Medal

29,383

Library Visitors in June and July

135  
Programs

34  
MISD Meal Days



6,337  
Program Attendance  
10% Increase from last year



4,795  
Meals Served  
8% Increase from last year

2019 to 2024

19%  
Increase in SRC Registrations

1%  
Increase in programs

34%  
Increase in Program Attendance

9%  
Increase in MISD Lunch Attendance



President's Volunteer Service Awards

## BY THE NUMBERS JULY 1 to SEPT. 30

32,018 Number of Library visitors  
1,353 Number of Library cards issued  
1,233 Number of meeting room reservations

### Social Media

Facebook Followers  
3.4K followers  
Facebook Reach  
14.1K  
Instagram Followers  
1,097  
Instagram Reach  
863



MPL Advisory Board PVSA



# MANSFIELD PUBLIC LIBRARY

## Library in the Community

For this quarter, Mansfield Public Library engaged in several community outreach events. The library partnered with Parks and Recreation for the Mansfield All Stars Event, hosted literacy nights at local schools and Meet the Teacher events, celebrated Senior Citizen Day, and collaborated with Methodist Mansfield for the Mother Baby Expo. Since the inception of the outreach position in 2022, there has been a 104% increase in the number of people reached throughout the community and over a 70% increase in the number of local schools reached at different literacy nights and open house visits.

## Accreditation

The Mansfield Public Library is proud to announce its full accreditation for the period from Sept. 1, 2024, to Aug. 31, 2025. This accreditation enables the library to participate in statewide interlibrary loan (ILL) services, access the E-rate federal telecommunications discount program, and explore various funding opportunities through state agencies. Additionally, it provides patrons with the benefits of the TexShare Card and access to TexShare Databases programs, enhancing our community's access to a wealth of resources and information.



Patrons Browsing

## Library Usage Statistics

Over the past four years, the library has experienced a remarkable 29% increase in circulation, reflecting the growing demand for its diverse collection of resources and e-materials. Additionally, program attendance surged by 16.5% compared to the previous year, showing the community's enthusiasm for the countless classes, outreach and events offered. The library has become a vibrant hub for learning and connection.



	FY2020	FY2021	FY2022	FY2023	FY2024
Total Circulation	288,628	360,459	297,511	346,336	372,949
Number of Programs	337	354	420	665	713
Program Attendance	7,482	6,315	11,758	21,189	24,680
E-book and E-audio Circ	58,314	60,964	78,210	87,104	116,081
Door Visits	83,029	77,658	54,494	122,848	117,949



All Star Outreach



# PARKS & RECREATION



Maintenance Rodeo



## TRAPS North Rodeo

Mansfield crews competed this September in the TRAPS North Region Maintenance Rodeo, facing off against park professionals from across the metroplex in skills-based events like zero-turn mowing, leaf blowing, plant identification and more. We are proud to report that the irrigation assembly team of Chris Adolph and Anthony Ford won first place for the sixth year in a row and will advance to the state finals in February.

## Junior Citizens Camp

Parks & Recreation Intern Jakari Buie received a pin from the City Manager's office this month to recognize his summer project, a camp designed to teach Mansfield kids about city government. Junior Citizens Camp had a full roster of 12 kids ages 7-11Y who spent a week touring city facilities, meeting staff, and enjoying hands-on experiences.

The camp received rave reviews from parents and campers alike, with one mom sharing "This camp was truly inspirational for my child! He saw potential for himself in the departments you toured, and appreciates all the work that goes into maintaining his community! Thank you so much, Mr Jakari! You are impacting the future of our community!"

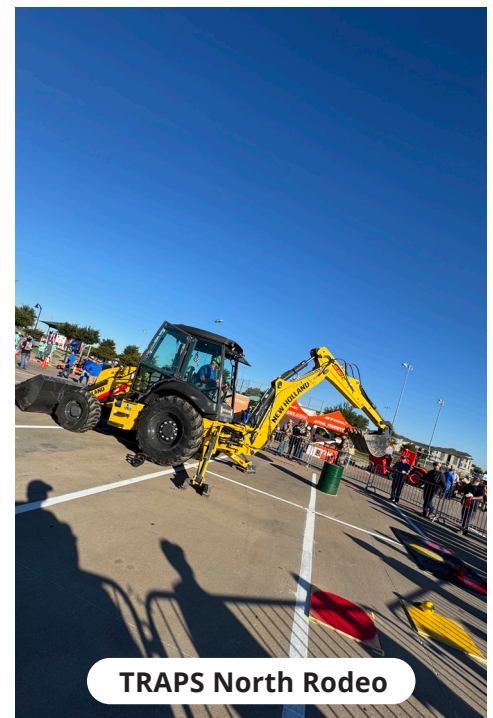
## Staffing News

Join us in welcoming these new employees to the City of Mansfield:

- Amy Swaner, Nature Education Specialist
- Jakari Buie, Recreation Attendant



Maintenance Rodeo



TRAPS North Rodeo



Junior Citizens Camp



# PARKS & RECREATION

## New Parkland Acquired

The City of Mansfield has purchased 100 acres of lush, undeveloped land between West Broad Street and Newt Patterson Road to serve as a future community park and nature preserve. One of the largest park additions in the City's history, the project will include an expansive network of soft and solid surface trails, for fitness, nature exploration and mountain biking that will connect to Walnut Creek Linear Park, one of Mansfield's most popular amenities.

This 100-acre park will help facilitate the completion of Mansfield's Walnut Creek Linear Trail and contribute towards the City Council's vision to improve overall connectivity and opportunity for Western Mansfield.

The property is being designed in conjunction with a private development called Westhill Parks, which will have over 600 single-family lots, retail, and a potential neighborhood services facility. This is only the first step in what will be a long process towards developing and opening the new park, but it's an important step in the right direction towards realizing the remarkable vision outlined by both City Council and the 2020 Master Plan.

## McKnight West Public Engagement

This August, the department hosted a series of public engagement efforts to gather input on the upcoming park improvements at James McKnight Park West, including the City's first disc golf course. This included two public meetings, multiple rounds of direct outreach to nearby residents, and a digital survey focused specifically on disc golf.

Public meetings were held on August 13 and 22, and saw a total of approximately 40 attendees. Social posts regarding the meetings and survey had a collective reach of 26,949. The survey was live from August 16-25, 2024, and promoted via email, social media, and at the meeting on August 22. As a whole, survey responses were overwhelmingly positive, with residents eager for the new addition and excited to participate in the design process. Primary concerns focused on trash, upkeep, security, and disruption to the native environment and wildlife.



Future Nature Preserve



100 Hours of PLAY



100 Hours of PLAY

## 100 Hours of PLAY

Another successful summer is wrapping up with positive news on all fronts. The 100 Hours of PLAY challenge had record participation levels, with over a thousand families playing their hearts out all summer long! The campaign ended on Friday, July 26, with a grand total of 12,953 total hours of play time logged. 275 families exceeded the 100 hour goal, 2,300 people participated in the eight weekly events, and the social posts related to the program reached 198K people throughout the summer. It was a long, hot summer but based on participant feedback, totally worth it! A sample from the survey:

"It was all amazing. It got us out exploring our city."

"Everyone was incredibly friendly and helpful: the parks & rec staff, the naturalists, the water treatment team, the police officers and firefighters, everyone involved went above and beyond to make sure that my kids enjoyed the experience."

## Save the Bees

Our maintenance team went viral with their unique approach to a common problem, especially this time of year. A large colony of bees discovered that one of Mansfield's splash pads was dispensing cool, fresh water each day and declared it the hottest watering hole in town, much to the dismay of sweaty kiddos looking for a place to play. After consulting with both aquatic and insect experts, Mansfield crews determined the best, although perhaps unexpected, course of action was to fill a kiddie pool with watermelon snow cone syrup a few dozen yards away from the aquatic feature to lure the bees to a much sweeter spot, away from our tiny toddlers and keeping all park guests safe, happy, and refreshed.



Save the Bees



### Skinner Sports Complex Ribbon Cutting

Mansfield City Council, Mansfield Park Facilities Development Corporation and Mansfield Youth Baseball Association gathered on Saturday, Sept. 7, to celebrate the \$2.1 mil renovations at Michael L. Skinner Sports Complex with a ribbon cutting as the kickoff to opening day of the MYBA fall season.

As noted by Mayor Michael Evans in his remarks, nearly 75,000 players have taken the field since the park opened in 1996, when Mansfield had just over 20,000 residents. This project shows our commitment to reinvesting in our existing facilities as we grow, continuing to keep all the important spaces you enjoy today in world-class shape while we also look ahead and plan for the spaces of tomorrow.

MPFDC President Scot Bowman shared with the audience how the renovations, which include a new restroom and remodeled concession stand, fence realignment to create dedicated practice space, and new entryway with spectator improvements, was born out of years of public feedback, starting with the 2017 Athletics Master Plan and 2020 Master Plan. Every upgrade came directly from the feedback we received from residents, and we're proud to have brought them to life for our players of today and in the years to come.

As previously mentioned, Skinner baseball upgrades were the first step in our phased athletic field improvements. Work is already underway at James McKnight Park East to upgrade softball facilities as part of the FY 24-25 Capital Improvement Plan.

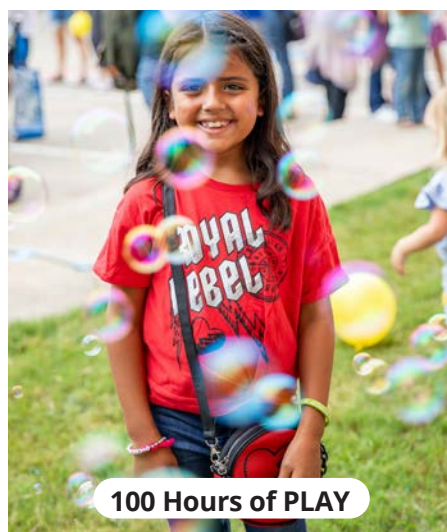
### Bond Rating Upgraded

Mansfield Park Facilities Development Corporation, the entity that manages the half-cent sales tax approved by voters in 1992 to fund park development, has been upgraded by Moody's to AA1 classification.

Moody's is an independent auditor used globally to evaluate the fiscal health and credit worthiness of corporations, bonds, and financial institutions. This upgrade is a strong vote of confidence recognizing MPFDC's responsible money management, decreased debt, and the overall stability of



Skinner Ribbon Cutting



100 Hours of PLAY



Skinner Ribbon Cutting

sales tax growth in the Mansfield area. Just like with your own credit score, a better rating means better terms for future debt, meaning we can continue saving money while we \*grow\* our parks!

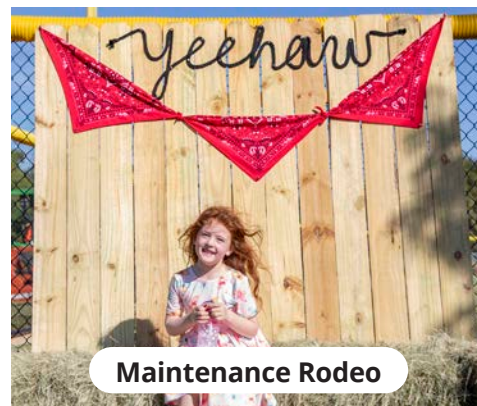
This rating is also a great accomplishment for our leadership, including the MPFDC board of directors and the Director of Parks and Recreation, who have worked hard over the last few years to steer the department towards fiscally responsible growth while still reaching some exciting benchmarks!



All Star Family Night



Evan Carter Autographing



Maintenance Rodeo





**Future Nature Preserve**



**Rose Park - Parking Lot**

### Project Updates

#### KATHERINE ROSE MEMORIAL PARK

Irrigation and landscaping for Phase 1A is complete around the new parking lot and drive. Crews have sealed the pavement and are installing curb stops and striping the lot. Once the final punch list items are resolved, the parking lot and entry drive will be complete and open to guests. With Phase 1A complete, contractors will demolish the existing parking to begin preparations for Phase 1B, the restroom and playground. Staff met with Parkhill to review the 95% plans for Phase 1B, and construction documents are on schedule to bid in October.

Budget: \$7.5 million  
Source: GF Certificates of Obligation, MPFDC, ARPA  
Target Completion: Fall 2025

#### WALNUT CREEK LINEAR TRAIL PHASE 3B

Plans and bid documents have been updated with a few minor revisions and construction documents are complete and awaiting right-of-way clearance. The project will advertise for bids as soon as possible once negotiations for the final two right-of-way driveway encroachments and property acquisitions are complete.

Budget: \$3.5 million  
Source: GF Certificates of Obligation  
Target Completion: Winter 2025

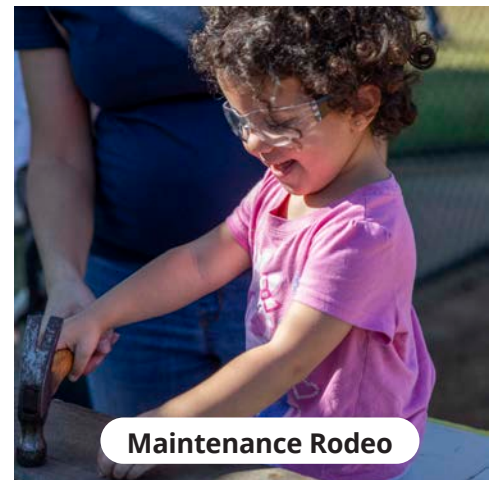
#### MCKNIGHT PARK WEST

Staff is assimilating feedback received at these public engagement meetings held on August 13 and 22, as well as preparing a Request For Qualifications (RFQ) document to engage a professional design services consultant for the disc golf course design. The Texas Parks and Wildlife grant agreement is now fully executed.

Budget: \$2.1 million  
Source: TPWD Grant/MPFDC  
Target Completion: Spring 2026



**Maintenance Rodeo**



**Maintenance Rodeo**

#### JULIAN FEILD PARK

Staff and consultants are preparing Phase 1 construction documents to advertise and bid this fall. The project is on schedule with the additional design for the channel improvements included through Environmental Management. Work will kick off with a groundbreaking ceremony, tentatively scheduled for Monday, Nov. 4 at 11 a.m.

Budget: \$5.4 million  
Source: GF/Tirz 1/Drainage fund  
Target Completion: Fall 2025



**All Star Family Night**



**100 Hours of PLAY**



# PARKS & RECREATION



## Summer Events

### Aug. 29: Senior Citizens Day

The 2024 Senior Citizens Day was especially remarkable, thanks to Anchora Event Center generously welcoming our seniors with open arms and a gorgeous venue! Over 500 seniors gathered on Thursday, Aug. 22, to enjoy music, live entertainment, door prizes, and one-on-one time with representatives from different city departments and local services. This event is a favorite tradition among participants that continues to grow and improve each year, thanks in no part to the tireless efforts of Senior Lifestyles Supervisor Caprice Gollaway and her team.

### Sept. 20: Maintenance Rodeo

This wasn't our first rodeo... it was our second! The operations team was back in the saddle again for the 2nd annual maintenance rodeo and we were thrilled to have 100+ little cowpokes join us for a fun morning watching our professionals show off their skills and getting an up close look at the cool equipment they use to keep Mansfield green.

### Sept. 28: Barks & Rec 5K

The 2024 Barks & Rec 5k was another pawsome event raising money for Mansfield Animal Care and Control with a great morning walking/running shelter dogs in a puppy-themed event. Over 100 participants and just as many furry companions took to the trails and shared treats, with some finding their forever home and getting adopted that day!



## BY THE NUMBERS JULY 1 to SEPT. 30

### Park Operations

48	Playground inspections
145	Pavilion and/or amphitheater rentals
308	Athletic field rentals
912	Splash pad water tests

### Recreation

41,253	MAC Visitors
2,760	Recreation program participants
317	Nature Education participants
544	MAC memberships sold
1,629	Senior meals served

### Social Media

#### Facebook

14,807	Followers; 390K total reach
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#### Instagram

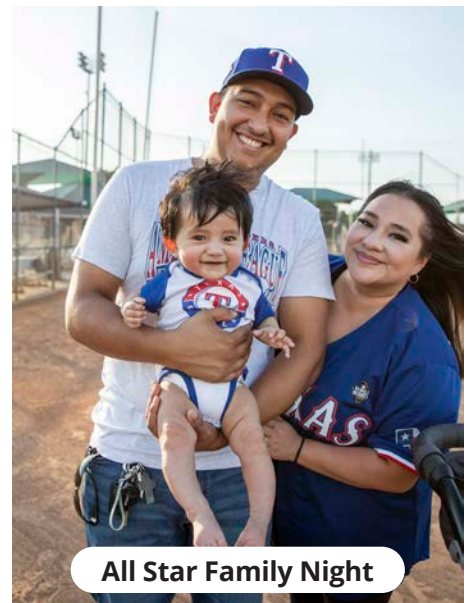
4,463	Followers; 69K total impressions
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#### Email News

6,605	Subscribers; 34% open rate
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### July 13: All Star Family Night

Parks & Rec hit it out of the park with All Star Family Night, a resident-appreciation event in honor of Parks and Recreation month and the MLB All Star Game. We celebrated our favorite things... sports, parks & recreation, and our HOME team... Mansfield! The event included games, entertainment, and activities, as well as World Series Baseball Champion and outfield rookie sensation Evan Carter, who met fans and signed autographs. It was all possible thanks to our sponsors at Methodist Mansfield Medical Center and our co-host, Visit Mansfield, whose Home Run Derby during the event raised \$780 for the Team Hilliard Foundation, a locally-based charity founded by the family of Sam Hilliard, a Mansfield High graduate and current MLB player, to fight ALS.





# PLANNING & ZONING

The Planning Department administers land use and subdivision regulations designed to encourage the development of safe, accessible and attractive properties, and to enhance property values in Mansfield. We also provide technical assistance on zoning and development matters that go before the Planning and Zoning Commission and the City Council.

## CITY COUNCIL

**The following cases were approved by the City Council during the fourth quarter:**

### **ZC#24-010:**

A zoning change from PR, Pre-Development District to S, South Mansfield Form-Based Development District on 19.974 acres (City property on State Highway 360), located east of State Highway 360, west of the TRWD pipeline tract, and 800 feet south of Lone Star Road was approved at second and final reading.

### **ZC#24-008:**

A zoning change from PD, Planned Development District to S, South Mansfield Form Based Development District (BV Mitchell) on 57.95 acres located at 101 S. U.S. Highway 287 and at 20 and 24 North Mitchell Road was tabled.

### **ZC#24-007:**

A zoning change from SF-7.5/12, Single-Family Residential District, D, Downtown District (SD-1, Broad Street Corridor), and C-2, Community Business District to D, Downtown District, D3, Urban Center Zone on 10.52 acres (Geyer Commons) located at 605 and 703 E. Broad Street was approved at second and final reading.

### **ZC#24-006:**

A zoning change from PR, Pre-Development District and PD, Planned Development District to PD, Planned Development District for commercial uses on 1.292 acres (Villa di Lucca) at 1741 East Debbie Lane was approved at second and final reading.

### **ZC#24-002:**

A zoning change from PD, Planned Development District to S, South Mansfield Form-Based Development District on 9.48 Acres (Emily Lane development) at 620 S Cannon Drive and 400 N Miller Road was approved at second and final reading.

### **OA#24-008:**

Proposed amendments of Title XV of the Mansfield, Texas Code of Ordinances, "Land Usage," related to Memory Care Facilities were approved at first and final reading.

### **OA#24-005:**

Proposed amendments of Title XV of the Mansfield, Texas Code of Ordinances, "Land Usage," related to the D, Downtown District were approved by the City Council at first and final reading.

### **SUP#24-002:**

A request for a Specific Use Permit for a Quick Service Restaurant with a Drive-Through Service (Bojangles) on 1.821 acres located approximately 1734 North U.S. Highway 287 was approved.

### **ZC#23-019:**

A zoning change from SF-12/22, Single-Family Residential District to PD, Planned Development District for commercial and single-family residential uses on 10.57 acres (North Holland Road Development), located at 650 and 700 North Holland Road, was approved at second and final reading.

### **Gas Well Drilling and Production**

- Total E&P plugged and abandoned three wells at the MEDC drill site at 2301 Heritage Parkway. The gas well operator is restoring the property to pre-drilling conditions.

- Each drill site in Mansfield is inspected monthly by the Gas Well Inspector for compliance with the City's drilling and production regulations.

### **Zoning Board of Adjustments**

#### **ZBA#24-001:**

A request for a variance to Section 155.055(C)(12) and Section 155.099(B)(5)(k) of the Code of Ordinances to allow an accessory building in the required front yard and to allow a reduction in the minimum 75' setback from the front property line for an accessory building at 1102 Palm Street was granted.

**The Planning and Zoning Commission will review the following development cases during the next quarter:**

### **ZC#24-013:**

A zoning change from PD, Planned Development District to PD, Planned Development District for a car wash and other commercial uses on approximately 2 acres located at 1850 Cannon Drive is pending review.

### **ZC#24-012:**

A zoning change from PR, Pre-development District and PD, Planned Development District to PD, Planned Development District for Mixed Lot Residential and Commercial Uses (Cottages at Birdsong) on approximately 63.751 acres located at 1400 Flying L Lane is pending review.

### **ZC#24-005:**

A zoning change from SF-7.5/12, Single-Family Residential District to PD, Planned Development District for office and warehouse uses (Second Avenue Business Park) on approximately 1.57 acres at 604 Elizabeth Lane and 611 and 613 South Second Avenue is pending review.

### **ZC#23-016:**

A zoning change from PD, Planned Development District for single-family residential uses to PD, Planned Development District for townhome and single-family residential use on 5.481 acres (Retta Road Development) located at 801 Lillian Road was tabled.

### **ZC#23-017:**

A zoning change from PD, Planned Development District to S, South Mansfield Form-Based Development District (Mansfield Lonestar - Trike) on approximately 46.04 acres located at 1401 South Main Street and 1416 South U.S. Highway 287 is pending review.

### **ZC#23-002:**

A zoning change from C-2, Community Business District to PD, Planned Development District with for C-2, Community Business District uses including Flex Office Warehouse on 1.998 acres located at 2480 North U.S. Highway 287 was tabled at the June 17, 2024, meeting.



# PLANNING & ZONING

## DOWNTOWN DISTRICT PROJECTS

**Staff is reviewing the projects for these properties in the D, Downtown District:**

### ZC#24-011:

A zoning change from SF-7.5/12, Single-Family Residential District to D, Downtown District, on 1.489 acres located at 702 East Broad Street is pending first reading at City Council on Oct. 14, 2024.

### SD#24-022:

Staff approved a plat for Geyer Park at East Broad Street and North Walnut Creek Drive. With the recording of the plat, the city has moved forward with building permits for Phase 1 of the project.

## SPECIAL PROJECTS

### DS#24-006:

A detailed site plan for the Mansfield Innovation Community located at 2441 Heritage Parkway is under review.

### DS#24-004:

A detailed site plan for the Mansfield Stadium in the Staybolt Street District located at 700 Heritage Parkway South is under review.



## HISTORIC LANDMARK COMMISSION

**The Commission acted on the following items during the first quarter:**

### HLC#24-005:

The Commission adopted a new vision for the upcoming year: "The Historic Landmark Commission will use the power of preservation to save our cultural landscapes and living heritage, create a sense of place, and protect and promote the unique identity of Mansfield through education."

### HLC#24-001:

The Preservation Plan Advisory Committee continued its work on an update of the 1999 Historic Preservation Plan. The committee is developing goals and recommendations to guide Mansfield's historic preservation program over the next 10 years.

### HLC#24-001:

The Commission is working with the Planning Department's Landscape Inspection team to develop a Heritage Tree Program to encourage the preservation of trees with historical significance.





# PLANNING & ZONING



Former Planning Director Jason Alexander leads a class of students in a development exercise to design their dream neighborhood during Mini-Versity held in July.

## LANDSCAPE CORRIDOR SWEEP PROGRAM

Every month the Landscape Division performs corridor sweeps of over 18.5 miles of commercial corridors and hundreds of acres of commercial development. These sweeps assess the condition, maintenance, and compliance of landscaping elements along key corridors within the City of Mansfield.

When landscaping deficiencies are identified, a courtesy notice is sent to the property owner and business operator to inform them of the deficiency and provide a course of action to comply with the City's Landscaping Ordinance. By implementing this program, Mansfield ensures the safe and effective management and enhancement of its public spaces, contributing to the overall well-being and satisfaction of residents and visitors.



## BY THE NUMBERS JULY 1 to SEPT. 30

76

Single-family residential lots final platted

7.321

Commercial/industrial acres final platted

12

Zoning changes, SUPs and amendments approved and/or reviewed by Council

This quarter's success story is **Retail Strip Center at 1718 U.S. Highway 287.**

During an inspection it was noted that shrubs in the parking lot and drive aisles at 1718 North U.S. Highway 287 were dead or missing. The Landscape Inspector, Steve Olinski, notified the property owner and new shrubs have been planted in those areas today.



Retail Strip Center - Before



Retail Strip Center - After



# PUBLIC WORKS

The Public Works Division consists of separate departments, all contributing to the daily functions of the division: Environmental Services, Streets/Traffic Operations, and Water Utilities.

## Environmental Services

### Household Hazardous Waste Totals

#### Recycled Materials:

- Light Bulbs: 300 lbs
- Fluorescent Lamps: 380 lbs
- Grease: 2,304 lbs
- Paint: 9,421 lbs
- Tires: 3.49 tons
- Electronics: 13,289 lbs
- Car Oil: 560 gal
- Antifreeze: 339 gal
- Misc Haz Chemicals: 8,100 lbs

### Total Households Served per Monthly HHW Event:

- July: 286
- August: 197
- September: 360

**Miles Swept** - 280 miles (Street Sweeper)

### Mosquito Info

We are in the middle of mosquito surveillance season. The City of Mansfield, in conjunction with the Tarrant County Health Department, participates in mosquito surveillance and testing each April to November (or until first freeze). Residents are encouraged to practice personal protection throughout the mosquito season regardless of surveillance results. Tarrant County Public Health suggests understanding the four Ds to protect yourself from mosquitoes:

**Dusk to Dawn** stay indoors when mosquitoes are active

**Drain** standing water in your yard where water might collect in places like flower pots, toys, clogged rain gutters and wading pools

**Dress** in light-colored long sleeves and pants

**DEET** apply repellent when outdoors

### July 1-Sept. 30 Mosquito Trap Data

Avg. Mosquitos per Trap: 57

Total Mosquitos: 5,067

% of Traps Positive for WNV: 37.5%

Total Mosquito Traps: 72



## Public Education

### All Star Family Night

• Families enjoyed a mosquito shooting carnival game with volunteers from Key Club at Lake Ridge High School. The event entertained and educated on effective mosquito prevention in residential neighborhoods. Attendees received coloring books as prizes, blending learning and fun in a community-focused atmosphere.

### Serve Week

• During their serve week, the First Methodist Church Mansfield visited the service center to support the education team, assembling educational kits for upcoming events while gaining insights into the Public Works department. This dedicated volunteer group actively participates in the Keep Mansfield Beautiful Adopt-a-Street program, cleaning their designated street throughout the year. Their efforts enhance community engagement and promote a cleaner, more vibrant environment.

### Day of Service Community Cleanup

The Day of Service Community Cleanup and Cards for First Responders was a resounding success, thanks to the collaboration of Water Utilities, Mansfield Volunteer Program, and the Public Works Education Team. 200+ volunteers united to make a significant impact, collecting over 100 bags of trash, 8 tires, and buckets of glass and scrap metal. With support from Home Depot and various volunteer groups from Mansfield, Grand Prairie, Cedar Hill, Arlington, Venus, and other surrounding cities, the event truly showcased the power of community engagement and collective action.



### 100 Hours of PLAY

• The public education team attended the Parks & Rec 100 Hours of Play events, with games and educational activities related to stormwater protection, water distribution and conservation, recycling, and mosquito management. The season finale featured the engaging litter fishing game, where participants fished for litter in our "pond," reinforcing the importance of protecting our ecosystems for generations to come.







**Marcos, Scott, and Oscar**



**Arturo Bernal**

### Senior Classes

• This quarter, our senior classes at the MAC featured a variety of engaging activities, including a seed paper-making class using seeds collected from the demonstration gardens at the service center. Participants also enjoyed a gardening year-round workshop led by Tarrant County Master Gardeners, along with a recycling class where they crafted reusable bags from old t-shirts. These hands-on experiences not only fostered creativity and learning but also promoted sustainability within the community.

### Go n Grow

• This year, we again partnered with Tarrant Regional Water District to serve as a pick-up location for the Go n Grow plant-by-number boxes. Previous participants shared photos of their water-conserving landscapes, highlighting their gardening successes, including sightings of their first monarch butterfly of the year. This collaboration inspires our community to embrace water-conserving gardening practices and support the local ecosystems.



**Seed Paper Class**

### Streets/Traffic Operations

#### Streets Report for July 1-Sept. 30 2024:

1,342 Potholes were filled around Mansfield. In addition, 70 Street work orders were completed which include grinding concrete, sidewalk repairs, concrete road repairs, and asphalt repairs.

#### Semi-Annual Employee of the Year

The Public Works Department proudly awarded Arturo Bernal as the Semi-Annual Employee of the Year in July 2024. Arturo's dedication, hard work, and commitment to excellence have significantly contributed to the department's success. His outstanding service sets a high standard for all employees.



**First Methodist Church Mansfield Volunteers**



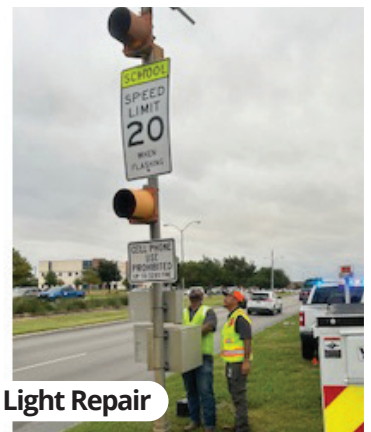
**Spring Go n Grow Landscape**



**Junior Citizens Camp**



**School Zone Light Repair**





# PUBLIC WORKS



Water Tour Operator Desk



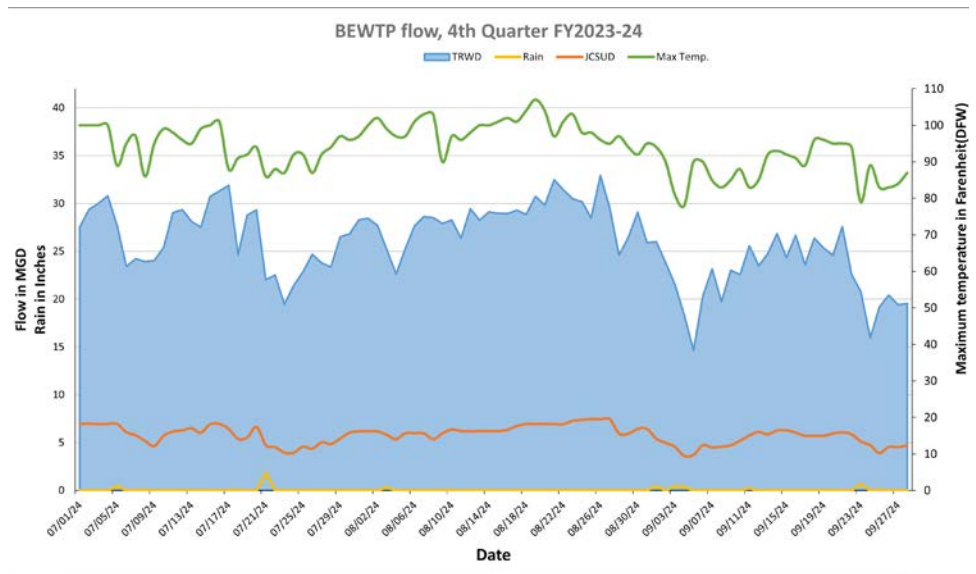
Water Utilities at the Day of Service

## Water Utilities

The Mansfield area received 4.8" of rainfall in FY24 Q4 (July-Sept.), 28% below normal (6.7"). Mansfield (Tarrant, Johnson, and Ellis counties) is currently under the D0 drought classification (abnormally dry).

Statewide reservoir capacity is 74%.  
Richland Chambers is 95% full.  
Cedar Creek is 89% full.  
Benbrook is 89% full.

July through September were cooler but drier overall, and the Mansfield area was abnormally dry. Our region is currently under a La Niña Watch through November and is expected to persist as late as March. Seasonal outlooks for October to December show above-average temperatures and below-normal precipitation.



Junior Citizen Camp



Quality Test w/ David Hinshaw



Cards for First Responders

# REGULATORY COMPLIANCE

The Regulatory Compliance Department enforces all city ordinances to protect property owners' investments and promote the health and welfare of the community. Regulatory Compliance officers are committed to providing compliance through a professional, efficient and due process approach for residents of Mansfield. The Regulatory Compliance houses four programs: the Code Compliance program, Health Inspections program, and Rental Inspections program.

July 1 - Sept. 30, 2024

Citations Issued - 21

### Short-Term Goals | Department News

Regulatory Compliance continues its role in keeping Mansfield citizens and businesses in compliance by educating our citizens through one-on-one communication, visiting our citizens to address issues and complaints, helping our citizens when needed through coordination with our MVP, and keeping our inspectors and officers up to date on the latest training and technologies.

We are thrilled to announce the placement of our new Regulatory Compliance Manager, Lori Strittmatter. After 20+ years of service to the City of Mansfield and serving in the capacity of Animal Care and Control Manager, Lori welcomed the opportunity to take on a new challenge and expand her impact in the department's code compliance, multifamily and lodging, and consumer health programs. With her wealth of experience and commitment to our community, we look forward to her continued leadership in this new role.

We are also excited to welcome new Code Compliance Officers to the team. We hope you'll join us in welcoming Code Compliance Officers Reba and Katie! They will take over some of our busiest districts in the north Mansfield quadrants. In their short time with the department, it is unmistakable that their skills and experience will continue to push the program forward as we pursue True NORTH and provide a truly "Noteworthy Essential." We look forward to welcoming two additional team members in this upcoming quarter, expanding our team and further supporting our mission of promoting the health, safety, and welfare of the community.

### Abatelements

68

Forced Mowing,

Overhanging Limbs,

Trash Removal, Visibility Issues



The Regulatory Compliance Department refers to illegal signs as "bandit" signs. The following table details the number of illegal signs they collected each month during this quarter.

Illegal Signs (Bandit) Picked Up	
July	172
August	260
September	238
Quarterly Total	814



Lori Strittmatter

### Compliance Activity July 1 to Sept. 30

Type of Case.....	# of Cases
Accessible Parking.....	0
Accessory Structure Setback Violation.....	0
Address Identification.....	1
Boats.....	9
Building Permit Required.....	0
Certificate of Occupancy Required.....	0
Chickens/Poultry.....	2
Commercial Vehicles.....	4
Commercial Window Signage.....	0
Dangerous Structures.....	0
Donation Boxes.....	0
Dumpster Violations.....	0
Fence Violations.....	20
Garage Sales.....	6
Graffiti.....	1
High Grass and Weeds.....	259
Home Occupations.....	7
Illegal Dumping.....	0
Illegal Signs.....	7
Junked Motor Vehicles.....	21
Landscape Maintenance.....	3
Miscellaneous.....	15
Nuisance - Tree, shrub or similiar plant.....	0
Outside Placement of Airtight Appliance.....	0
Outside Storage.....	22
Overhanging Tree Limbs.....	65
Parking Lot Maintenance.....	3
Parking on the Grass.....	4
PODS Permit.....	3
Property Maintenance.....	50
Referred to Environmental.....	0
Residential Outdoor Lighting Nuisance.....	1
Right-of-Way Obstruction.....	4
ROW Obstruction: Basketball Goal.....	0
RV.....	3
Section 4400 Illegal Land Use - Residential.....	2
Sign Maintenance.....	4
Smoking Ordinance.....	0
Stagnant Swimming Pool.....	5
Street Parking Violation - Referred to PD.....	0
Substandard Structures.....	1
Trailer.....	14
Trash and Debris.....	88
Vacant Building Registration.....	0
Vacation Rental/Short Term Rental.....	3
Vehicles on Blocks/Jack Stands.....	3
Visibility Obstruction - Shrubs, bushes.....	3
TOTALS.....	647



# REGULATORY COMPLIANCE

## Health Department Activities

Food Establishment Inspections	255
Mobile Food Inspections	1
Daycare Inspections	2
Pool Inspections	71
Temp Event Food Inspections	10
Permits for New Food Establishment	9
Permits for New Facilities	2
Food Establishment Closures**	2
Food Borne Illness Complaint	7

\*\* Food Establishments that are closed due to a verified health violation or a failed annual health inspection are authorized to reopen as soon as the violations have been resolved and verified through our Health Department and follow up inspection.

## Department Online Complaints Received

Code Compliance	393
Rental Inspections	5
Health Inspections	13





# ANIMAL CARE & CONTROL



## Department News

During the past quarter, Animal Care and Control hosted a successful Clear the Shelter Adoption event throughout August and September. This initiative featured free adoptions, city pet licenses, and microchipping services, resulting in a remarkable 71 animals finding forever homes. The department issued 90 pet licenses (and a total of 142 this quarter) and provided 15 microchips during Clear the Shelter.

The department launched the "Picture Pawfect" Campaign, allowing pet owners to make a donation to receive a custom portrait of their pet by local artists. This initiative resulted in 31 portraits, raising \$845 on top of \$2,250 in cash donations made to the "Lucky Fund," supporting Mansfield Animal Care and Control in providing medical care for stray pets.

The quarter concluded with the "Lucky Luau" at Hawaiian Falls Waterpark Mansfield - a lively dog day at the waterpark that brought 50 dogs and ended with one pet adoption. The next day, the department proudly broke ground on the new Animal Shelter, marking a major milestone in the future of the City's commitment to animal care. This event drew over 100 attendees, and 700 pounds of pet food was donated to support local residents in need. The new shelter is expected to be completed by summer 2026. These events not only spoke to Mansfield's commitment of True NORTH and being "Together as One" but also strengthened the bond between residents and their furry companions.



**Lucky Luau**



**Donated Pet Food**



**Animal Shelter Groundbreaking**



## Animal Care & Control Activities

Doggy Day Out	185
Citizens - Pet Food Assistance	236
Quaid Gets 'Em Spayed	105
Calls for Service	977
Total Animal Intake	763
Adoptions	113
Rescues	80
Reclaims	67
City Licenses Issued	142



# ANIMAL CARE & CONTROL



**Veronica Munoz**

We are thrilled to announce the placement of our new Animal Care and Control Manager, Veronica Munoz. After 7+ years of service to the City of Mansfield, Veronica was elevated from her role as the supervisor to take over as program manager. With her years of dedication and experience, we look forward to her continuing the program's success.



**Petting a Puppy**



**Another Great Adoption!**



**Employees, Volunteers and Vendors**



**Junior Citizens Camp**

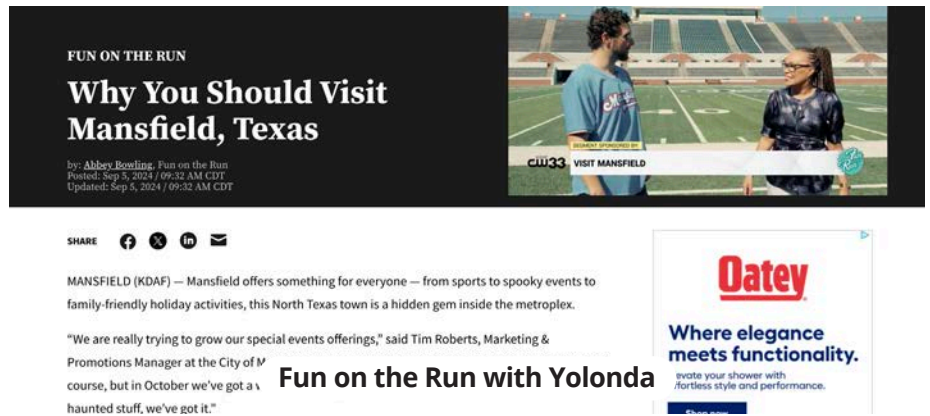


# VISIT MANSFIELD



## Outside Media

Visit Mansfield was the sponsor of CW33's High School Football Showdown for their broadcast of Mansfield Timberview vs. Denton Ryan. Mansfield was featured with TV spots all week, a web takeover of the CW33 website, logos on the game scoreboard and a feature on the show Fun on the Run with Yolonda.



## Awards and Accolades

Visit Mansfield was awarded Best Short Documentary at the 2024 Roswell Daily Record Film Festival for the paranormal documentary "Return to the Farr Best," which featured the ghost stories of the Farr Best Theater during the 2023 Haunted Mansfield campaign. This short also won a Gold level award at the 2023 Viddy Awards.

Mansfield completed the process of becoming a Tourism Friendly Certified community, completing a six month long process. Mansfield is one of the first 10 cities in the state of Texas to receive the designation.

## Analytics

Visit Mansfield surpassed the 10,000 follower mark on Facebook in July, fulfilling the goal of hitting that mark within this quarter. This social media page regularly promotes the events being held within the City of Mansfield, with upcoming events like Ghost Hunts, Veterans Day Parade & Salute, and Hometown Holidays.













# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6225

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Section 117.05 "Permit Fee" Of Chapter 117 "Portable On Demand Storage Units" Of Title XI "Business Regulations" Of The Code Of Mansfield; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing A Savings Clause; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Requested Action**

Approval of Proposed Ordinance Amendments.

**Recommendation**

Approval of Proposed Ordinance Amendments.

**Description/History**

In June 2023, the City Council adopted an ordinance creating Chapter 117 establishing regulations for the use of Portable on Demand Storage Units. The intent of this action was to implement proper and appropriate regulations for these types of units, with the goal of allowing a unified standard and allowing for ease of compliance for its citizens. The portable on demand storage unit standards and permitting found within this ordinance protects the overall health, safety, and welfare of residents within the City of Mansfield.

**Justification**

The proposed ordinance revisions update the ordinance fee language to reference the Master Fee Schedule adopted by City Council, as amended from time to time.

**Funding Source**

N/A

**Prepared By**

Nicolette Ricciuti, Director of Regulatory Compliance  
Department of Regulatory Compliance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 117.05 “PERMIT FEE” OF CHAPTER 117 “PORTABLE ON DEMAND STORAGE UNITS” OF TITLE XI “BUSINESS REGULATIONS” OF THE CODE OF MANSFIELD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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 has previously adopted regulations regarding standards, permit, and inspection requirements for portable on demand storage units; and,

**WHEREAS**, the City Council finds that it is in the best interest of the citizens of Mansfield to amend Chapter 117 to regulate portable on demand storage units as provided herein.

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

### **SECTION 1.**

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

### **SECTION 2.**

That section 117.05 “Permit fee,” of Chapter 117, “Portable on demand storage units” of Title XI, “Business Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **“§ 117.05 PERMIT FEE.**

For the purpose of defraying the administrative costs of processing the application and ensuring compliance with this chapter, a non-refundable fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, shall be paid with the submission of a permit application under this chapter.

### **SECTION 3.**

That this Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Ordinances, City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting



provisions of the other ordinances and such code are hereby repealed.

#### **SECTION 4.**

That it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

#### **SECTION 5.**

That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

#### **SECTION 6.**

That all rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 117 of Title XI of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of portable on demand storage units, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 7.**

That the City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's Charter.

#### **SECTION 8.**

That 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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker, City Attorney**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 117.05 “PERMIT FEE” OF CHAPTER 117 “PORTABLE ON DEMAND STORAGE UNITS” OF TITLE XI “BUSINESS REGULATIONS” OF THE CODE OF MANSFIELD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City Council finds that it is in the best interest of the citizens of Mansfield to amend Chapter 117 to regulate portable on demand storage units as provided herein.

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

**SECTION 1.**

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

**SECTION 2.**

Section 117.05 “Permit fee,” of Chapter 117, “Portable on demand storage units” of Title XI, “Business Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 117.05 PERMIT FEE.**

For the purpose of defraying the administrative costs of processing the application and ensuring compliance with this chapter, a non-refundable fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time ~~of \$5~~, shall be paid with the submission of a permit application under this chapter.

**SECTION 3.**

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Ordinances, City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

#### **SECTION 4.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

#### **SECTION 5.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

#### **SECTION 6.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 117 of Title XI of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of portable on demand storage units, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 7.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's Charter.

#### **SECTION 8.**

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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

---

Michael Evans, Mayor



ATTEST:

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Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

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Ashley Dierker, City Attorney



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6226

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Chapter 94, "Food Establishment Regulations," Of Title IX "General Regulations" Of The Code Of Mansfield, Texas, By Revising Section 94.03 "Regulations, Permits, And Preoperational Inspections", Section 94.04 "Inspections And Posting Of Scores", And 94.16 "Fee Schedule"; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Requested Action**

Approval of Proposed Ordinance Amendments.

**Recommendation**

Approval of Proposed Ordinance Amendments.

**Description/History**

In December 2021 the City Council approved the replacement of Chapter 94 "Food Establishments" in order to establish the City of Mansfield Health Inspections Program. As the city has experienced growth and expansion of its commercial food establishments, it was important to create programs that ensure quality maintenance, upkeep, and sanitation is considered. The food establishment standards, registration, and inspection requirements found within this ordinance protects the public health and safety of residents and visitors to food establishments within the City of Mansfield.

**Justification**

The proposed ordinance revisions update the ordinance fee language to reference the Master Fee Schedule adopted by City Council, as amended from time to time. Additionally, the revisions provide additional clarification on the procedural review of grease trap size calculations submitted by a licensed professional engineer.

**Funding Source**

N/A

**Prepared By**

Nicolette Ricciuti, Director of Regulatory Compliance  
Department of Regulatory Compliance



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 94, “FOOD ESTABLISHMENT REGULATIONS,” OF TITLE IX “GENERAL REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS, BY REVISING SECTION 94.03 “REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS”, SECTION 94.04 “INSPECTIONS AND POSTING OF SCORES”, AND 94.16 “FEE SCHEDULE”; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The City of Mansfield, Texas (“the City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

**WHEREAS**, the City Council has previously adopted regulations regarding the standards, permit, and inspection requirements for food establishments; and,

**WHEREAS**, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public.

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

**SECTION 1.**

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

**SECTION 2.**

Subsections (A), (E), and (J) of Section 94.03 “Regulations, permits, and preoperational inspections,” of Chapter 94 “Food Establishment Regulations,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 94.03 REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS.**

(A) It shall be unlawful for any person to operate a food establishment within the city limits without having been issued a valid food establishment permit, the fee for which is based on the type of food establishment being operated, as established in the Master Fee Schedule adopted by City Council, as amended from time to time. Only a person who complies with the requirements in this chapter shall be entitled to receive or retain a permit, and notwithstanding the fact that all inspections necessary for obtaining a food establishment permit have been completed, such permit shall not be issued until after the building or suite in which the establishment is to be located has

been issued a certificate of occupancy by the city. Permits are not transferable from one person, place or entity to another person, place, or entity. A valid permit shall be posted in a conspicuous place of every food establishment visible to the public. Permits shall remain in effect until the last day of the month of issuance unless sooner revoked for cause, or as otherwise provided herein.

...

(E) A farmers' market permit shall be issued upon receipt and review of such an application to determine compliance with the provisions of this chapter, and with required fees. When review of such an application reveals that the applicable requirements of this chapter have been met, a permit shall be issued to the applicant by the regulatory authority. Any person desiring to operate a food establishment shall make application for a permit through the city's Regulatory Compliance Department. The application shall include the name and address of each applicant and the location and type of food establishment. An application for a temporary food establishment shall include the inclusive dates of the proposed temporary food establishment and the location of the event. Applications for a temporary food establishment shall be submitted no later than seven days prior to the event. If applications are accepted after seven days prior to the event, at the regulatory authority's sole discretion, they may be subject to additional fees. The application shall be accompanied by a nonrefundable permit fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, on file and available for inspection in the office of the City Secretary.

...

(J) If a food establishment is required to install a grease trap or grease interceptor, the trap or interceptor shall be located outside. A variance to this requirement may be granted to a food establishment located in the Historic Downtown District. A licensed professional engineer will be responsible for determining the size of the grease trap to be installed to service a food establishment. A copy of the licensed professional engineer's calculations for the grease trap shall be provided with the plans. The calculation for determining the size of the grease trap to be installed shall be in accordance with the adopted international codes and local and state regulations and be subject to review and approval by the regulatory authority."

### SECTION 3.

Subsections (E)(4), (E)(6), and (H) of Section 94.04 "Inspections and posting of scores," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 94.04 INSPECTIONS AND POSTING OF SCORES.**

(D) Food establishments shall receive a deduction of three to four points for each violation of a priority item, deduction of two points for each violation of a priority foundation item, and deduction of one point for each violation of a core item, as defined by this chapter, as found by an inspector during an inspection:

(4) If, during a routine inspection, immediate correction of a priority foundation item violation, as defined by this chapter, is not achieved, the regulatory authority shall verify correction of the violation within 14 calendar days. If said priority foundation item violation is not corrected during the initial inspection and a reinspection must be performed within the following 14 calendar days,



the permit holder will be subject to a reinspection fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, and shall be assessed prior to the inspection.

...

(6) If a facility is placed on a compliance plan more than two times in one year, the Director of Regulatory Compliance or their designee shall have a compliance plan meeting in which the establishment will provide a detailed plan for achieving compliance. Mandatory training for all employees of the facility will be conducted with the Department of Regulatory Compliance regarding food code compliance and an emergency reinspection fee shall be charged per the Master Fee Schedule adopted by City Council, as amended from time to time.

...

(H) Inspectors shall have the authority to issue citations for any violations of this chapter.”

#### **SECTION 4.**

Section 94.16 “Fee schedule,” of Chapter 94 “Food Establishment Regulations,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows: **“§ 94.16 FEE SCHEDULE.**

All fees referenced herein shall be as established from time to time by the City Council and set forth in the City of Mansfield Master Fee Schedule.”

#### **SECTION 5.**

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

#### **SECTION 6.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and section of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

#### **SECTION 7.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

**SECTION 8.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 94 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of food establishments, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

**SECTION 10.**

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 provided.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans**, Mayor

**ATTEST:**

\_\_\_\_\_  
**Susana Marin**, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker**, City Attorney



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 94, “FOOD ESTABLISHMENT REGULATIONS,” OF TITLE IX “GENERAL REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS, BY REVISING SECTION 94.03 “REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS”, SECTION 94.04 “INSPECTIONS AND POSTING OF SCORES”, AND 94.16 “FEE SCHEDULE”; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Mansfield, Texas (“the City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council has previously adopted regulations regarding the standards, permit, and inspection requirements for food establishments; and

**WHEREAS**, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public.

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

**SECTION 1.**

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

**SECTION 2.**

Subsections (A), (E), and (J) of Section 94.03 “Regulations, permits, and preoperational inspections,” of Chapter 94 “Food Establishment Regulations,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 94.03 REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS.**

(A) It shall be unlawful for any person to operate a food establishment within the city limits without having been issued a valid food establishment permit, the fee for which is based on the type of food establishment being operated, as established in the Master Fee Schedule adopted by City Council, as amended from time to time set forth in the city’s Regulatory Compliance Department fee schedule. Only a person who complies with the requirements in this chapter shall be entitled to receive or retain a permit, and notwithstanding the fact that all inspections necessary for obtaining a food establishment permit have been completed, such permit shall not be issued until after the building or suite in which the establishment is to be located has been issued a certificate of occupancy by the city. Permits are not transferable from one person, place

or entity to another person, place, or entity. A valid permit shall be posted in a conspicuous place of every food establishment visible to the public. Permits shall remain in effect until the last day of the month of issuance unless sooner revoked for cause, or as otherwise provided herein.

...

(E) A farmers' market permit shall be issued upon receipt and review of such an application to determine compliance with the provisions of this chapter, and with required fees. When review of such an application reveals that the applicable requirements of this chapter have been met, a permit shall be issued to the applicant by the regulatory authority. Any person desiring to operate a food establishment shall make application for a permit through the city's Regulatory Compliance Department. The application shall include the name and address of each applicant and the location and type of food establishment. An application for a temporary food establishment shall include the inclusive dates of the proposed temporary food establishment and the location of the event. Applications for a temporary food establishment shall be submitted no later than seven days prior to the event. If applications are accepted after seven days prior to the event, at the regulatory authority's sole discretion, they may be subject to additional fees. The application shall be accompanied by a nonrefundable permit fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time set forth in the city's Regulatory Compliance fee schedule, on file and available for inspection in the office of the City Secretary.

...

(J) If a food establishment is required to install a grease trap or grease interceptor, the trap or interceptor shall be located outside. A variance to this requirement may be granted to a food establishment located in the Historic Downtown District. A licensed professional engineer will be responsible for determining the size of the grease trap to be installed to service a food establishment. A copy of the licensed professional engineer's calculations for the grease trap shall be provided with the plans. The calculation for determining the size of the grease trap to be installed shall be in accordance with the adopted international codes and local and state regulations and be subject to review and approval by the regulatory authority.

### SECTION 3.

Subsections (E)(4), (E)(6), and (H) of Section 94.04 "Inspections and posting of scores," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 94.04 INSPECTIONS AND POSTING OF SCORES.**

(D) Food establishments shall receive a deduction of three to four points for each violation of a priority item, deduction of two points for each violation of a priority foundation item, and deduction of one point for each violation of a core item, as defined by this chapter, as found by an inspector during an inspection:

(4) If, during a routine inspection, immediate correction of a priority foundation item violation, as defined by this chapter, is not achieved, the regulatory authority shall verify correction of the violation within 14 calendar days. If said priority foundation item violation is not corrected during the initial inspection and a reinspection must be performed within the following 14



calendar days, the permit holder will be subject to a reinspection fee as as established in the Master Fee Schedule adopted by City Council, as amended from time to time, set forth in the city's Regulatory Compliance fee schedule and shall be assessed prior to the inspection.

...

(6) If a facility is placed on a compliance plan more than two times in one year, the Director of Regulatory Compliance or their designee shall have a compliance plan meeting in which the establishment will provide a detailed plan for achieving compliance. A mandatory training for all employees of the facility will be conducted with the Department of Regulatory Compliance regarding food code compliance and an emergency reinspection fee shall be charged per the Master Fee Schedule adopted by City Council, as amended from time to time fee schedule.

...

(H) Inspectors shall have the authority to issue citations for any violations of this chapter."

#### **SECTION 4.**

Section 94.16 "Fee schedule," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 94.16 FEE SCHEDULE.**

All fees referenced herein shall be as established from time to time by the City Council and set forth in the City of Mansfield Master Fee Schedule ~~Regulatory Compliance fee schedule~~."

#### **SECTION 5.**

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

#### **SECTION 6.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and section of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

#### **SECTION 7.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to

exist shall constitute a separate offense and shall be punishable as such.

#### **SECTION 8.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 94 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of food establishments, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 9.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

#### **SECTION 10.**

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 provided.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Michael Evans, Mayor

ATTEST:

\_\_\_\_\_  
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Ashley Dierker, City Attorney





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6227

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Section 92.43 "Permit Required", Section 92.44 "Review Of Plans And Requirements", Section 92.45 "Inspections", And Section 92.49 "Public Pool/Spa Manager Certification" Of Subsection "Public Swimming Pool/Spa" Of Chapter 92 "Health And Sanitation" Of Title IX "General Regulations," Of The Code Of Mansfield, Texas; Revising Compliance Standards For Pools/Spas And Interactive Water Features; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing A Savings Clause; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Requested Action**

Approval of Proposed Ordinance Amendments.

**Recommendation**

Approval of Proposed Ordinance Amendments.

**Description/History**

In November 2021, the City Council terminated its inspection agreement with the Tarrant County Health Department in order to establish the City of Mansfield Health Inspections Program. The public swimming pools and spas standards, registration, and inspection requirements found within this ordinance protects the public health and safety of residents and visitors to the City of Mansfield.

**Justification**

The proposed ordinance revisions update the ordinance fee language to reference the Master Fee Schedule adopted by City Council, as amended from time to time. Additionally, the revisions provide additional detail for appropriate fencing for public pool and spa structures. Lastly, the revisions clarify the need for a pass through system for unmanned interactive water features where regular testing cannot be performed.

**Funding Source**

N/A

**Prepared By**

Nicolette Ricciuti, Director of Regulatory Compliance  
Department of Regulatory Compliance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 92.43 “PERMIT REQUIRED”, SECTION 92.44 “REVIEW OF PLANS AND REQUIREMENTS”, SECTION 92.45 “INSPECTIONS”, AND SECTION 92.49 “PUBLIC POOL/SPA MANAGER CERTIFICATION” OF SUBSECTION “PUBLIC SWIMMING POOL/SPA” OF CHAPTER 92 “HEALTH AND SANITATION” OF TITLE IX “GENERAL REGULATIONS,” OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR POOLS/SPAS AND INTERACTIVE WATER FEATURES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield, Texas (the “City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

**WHEREAS**, the City has previously adopted regulations regarding public swimming pools and spas, including interactive water features; and,

**WHEREAS**, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public, the City desires to revise the fees and regulations applicable to such facilities.

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

**SECTION 1.**

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

**SECTION 2.**

Subsections (C) and (F) of Section 92.43 “Permit required,” of Chapter 92 “Health and Sanitation,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 92.43 PERMIT REQUIRED.**

(C) Nontransferable (change of ownership). Permits issued under the provisions of this chapter are not transferable. Upon change of ownership of a business, the new business owner will be required to meet current standards as defined in city ordinances and state law before a permit will be issued. The new owner shall notify the regulatory authority within ten days after assuming



ownership of the pool, spa, or interactive water feature. There will be a change of ownership fees charged in an amount as established in the Master Fee Schedule adopted by City Council, as amended from time to time.

...

(F) Nonpayment. A permit that lapses for nonpayment of the annual permit fee will be reinstated upon payment of the permit fee, except such permits which have lapsed for a period exceeding one month. Such permits shall be reinstated upon payment of the annual permit fee and late fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time.

### SECTION 3.

Section 92.44 "Review of plans and requirements," of Chapter 92 "Health and Sanitation," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 92.44 REVIEW OF PLANS AND REQUIREMENTS.**

(A) Submission of plans. Before a public pool's and/or spa's and/or interactive water feature's construction or extensive remodeling begins, the person proposing to construct or remodel shall submit an application to the regulatory authority for review and approval. For purposes of this subchapter, the consideration of extensive remodeling shall be the alteration and/or repair of any structure, building or building system which requires the issuance of a building permit to complete. The application shall include:

(1) The proposed layout and arrangement of mechanical, plumbing, fencing, electrical, construction materials of work areas, the type and model of proposed fixed equipment and facilities and all associated buildings or structures;

(2) The construction or remodeling plans shall be under an engineer's seal, and specifications stating that the proposed construction or remodeling complies with the provisions of this subchapter and indicating the proposed layout, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities;

(3) The date on or after which proposed construction is to begin;

(4) The phone number and address of the entity primarily responsible for constructing the pool, spa, or interactive water feature;

(5) The phone number and address of the entity primarily responsible for operating the pool, spa, or interactive water feature;

(6) Any other additional information necessary for the regulatory authority to verify compliance; and

(7) A payment must be made to the city's Regulatory Compliance Department, Texas, 1200 E. Broad Street, Mansfield, Texas 76063 in the amount established in the Master Fee Schedule adopted by City Council, as amended from time to time.

(B) All new and extensively remodeled public pools or extensively remodeled public pool features will need to have metal fencing that may not contain residential patios or any climbable structure, including furniture, within three feet of the fence and must conform to all current state statutes. All pool yards or spa yards must be completely enclosed on all four sides in a manner which prevents entering from a patio or operable window directly into the pool or spa yard. The

enclosure must conform to Tex. Admin. Code Title 25, § 265.192 and Tex. Health & Safety Code Ch. 757.

(C) All new interactive water features may be constructed in residential real estate development and child care facilities provided that they utilize a pass through system that does not recirculate expended water. A variance to this requirement may be granted by the regulatory authority to facilities with on-site staff primarily responsible for pool and spa operations that can meet the testing requirements of this subchapter.

(D) No work shall begin until the regulatory authority has received the engineer's certificate of preconstruction, conducted a plan review, and has confirmed with the appropriate city departments that a building permit may be issued. Work shall commence and conclude within the time allowed by such permits. Deviations from approved plans shall not be permitted. If work has not commenced within 180 days from the written date approved by the city, the regulatory authority may rescind the permit.

(E) Approval. The regulatory authority shall approve plans and specifications that meet the requirements of these rules. No public pool, spa, or interactive water feature shall be constructed or extensively remodeled except in accordance with plans and specifications approved by the regulatory authority.

(F) Post construction, a licensed professional engineer shall inspect the completed new or renovated pool, spa and/or interactive water feature construction and certify by original signature and engineer's seal that the structure has been installed or remodeled in accordance with Tex. Admin. Code Title 25, Ch. 265, Subch. L, "Public Swimming Pools and Spas," as amended."

#### **SECTION 4.**

Subsections (C) and (D) of Section 92.45 "Inspections," of Chapter 92 "Health and Sanitation," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 92.45 INSPECTIONS.**

(C) Inspection fees. A required fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, shall be paid for preoperational inspections and, thereafter, on an annual basis. Fees shall be paid to the city's Mansfield Regulatory Compliance Department, 1200 E. Broad Street, Mansfield, Texas 76063. Inspection fees shall be based on the number of public pools and/or spas located at a single address.

(D) (1) If a facility is closed for noncompliance of this subchapter more than once during a pool season, or remains closed for a period longer than one month due to noncompliance, a reinspection, along with the payment of the applicable fee established in the Master Fee Schedule adopted by City Council, as amended from time to time, shall be assessed prior to the reopening the facility.

(2) Maintaining the facility in noncompliance shall be considered a violation under this subchapter and the regulatory authority shall have the authority to issue citations for violations of this subchapter and the regulatory authority shall have the authority to issue citations for violations of this subchapter."

## **SECTION 5.**

Subsection (B) of Section 92.49 “Public pool/spa manager certification,” of Chapter 92 “Health and Sanitation,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

### **“§ 92.49 PUBLIC POOL/SPA MANAGER CERTIFICATION.**

(B) Registration certificate. A registration certificate for a certified pool operator shall be issued by the regulatory authority to any person who submits the required application, pays the required fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, and provides evidence of being a certified pool operator.”

## **SECTION 6.**

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Ordinances, City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

## **SECTION 7.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

## **SECTION 8.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

## **SECTION 9.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 92 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of public swimming pools and spas, including interactive water features, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.



**SECTION 10.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's Charter.

**SECTION 11.**

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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker, City Attorney**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 92.43 “PERMIT REQUIRED”, SECTION 92.44 “REVIEW OF PLANS AND REQUIREMENTS”, SECTION 92.45 “INSPECTIONS”, AND SECTION 92.49 “PUBLIC POOL/SPA MANAGER CERTIFICATION” OF SUBSECTION “PUBLIC SWIMMING POOL/SPA” OF CHAPTER 92 “HEALTH AND SANITATION” OF TITLE IX “GENERAL REGULATIONS,” OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR POOLS/SPAS AND INTERACTIVE WATER FEATURES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mansfield, Texas (the “City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City has previously adopted regulations regarding public swimming pools and spas, including interactive water features; and

**WHEREAS**, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public, the City desires to revise the fees and regulations applicable to such facilities.

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

**SECTION 1.**

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

**SECTION 2.**

Subsections (C) and (F) of Section 92.43 “Permit required,” of Chapter 92 “Health and Sanitation,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 92.43 PERMIT REQUIRED.**

(C) Nontransferable (change of ownership). Permits issued under the provisions of this chapter are not transferable. Upon change of ownership of a business, the new business owner will be required to meet current standards as defined in city ordinances and state law before a permit will be issued. The new owner shall notify the regulatory authority within ten days after

assuming ownership of the pool, spa, or interactive water feature. There will be a change of ownership fees charged in an amount as established in the Master Fee Schedule adopted by City Council, as amended from time to time set forth in the Department of Regulatory Compliance fee schedule.

...

(F) Nonpayment. A permit that lapses for nonpayment of the annual permit fee will be reinstated upon payment of the permit fee, except such permits which have lapsed for a period exceeding one month. Such permits shall be reinstated upon payment of the annual permit fee and late fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time set forth in the city's Regulatory Compliance fee schedule.

### SECTION 3.

Section 92.44 "Review of plans and requirements," of Chapter 92 "Health and Sanitation," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 92.44 REVIEW OF PLANS AND REQUIREMENTS.**

(A) Submission of plans. Before a public pool's and/or spa's and/or interactive water feature's construction or extensive remodeling begins, the person proposing to construct or remodel shall submit an application to the regulatory authority for review and approval. For purposes of this subchapter, the consideration of extensive remodeling shall be the alteration and/or repair of any structure, building or building system which requires the issuance of a building permit to complete. The application shall include:

- (1) The proposed layout and arrangement of mechanical, plumbing, fencing, electrical, construction materials of work areas, the type and model of proposed fixed equipment and facilities and all associated buildings or structures;
- (2) The construction or remodeling plans shall be under an engineer's seal, and specifications stating that the proposed construction or remodeling complies with the provisions of this subchapter and indicating the proposed layout, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities;
- (3) The date on or after which proposed construction is to begin;
- (4) The phone number and address of the entity primarily responsible for constructing the pool, spa, or interactive water feature;
- (5) The phone number and address of the entity primarily responsible for operating the pool, spa, or interactive water feature;
- (6) Any other additional information necessary for the regulatory authority to verify compliance; and
- (7) A payment must be made to the city's Regulatory Compliance Department, Texas, 1200



E. Broad Street, Mansfield, Texas 76063 in the amount established in the Master Fee Schedule adopted by City Council, as amended from time to time.~~set forth in the city's Regulatory Compliance Department fee schedule.~~

(B) All new and extensively remodeled public pools or extensively remodeled public pool features will need to have metal fencing that may not contain residential patios or any climbable structure, including furniture, within three feet of the fence and must conform to all current state statutes. All pool yards or spa yards must be completely enclosed on all four sides in a manner which prevents entering from a patio or operable window directly into the pool or spa yard. The enclosure must conform to Tex. Admin. Code Title 25, § 265.192 and Tex. Health & Safety Code Ch. 757.

(C) All new interactive water features may be constructed in residential real estate development and child care facilities provided that they utilize a pass through system that does not recirculate expended water. A variance to this requirement may be granted by the regulatory authority to facilities with on-site staff primarily responsible for pool and spa operations that can meet the testing requirements of this subchapter.

~~(D)~~ No work shall begin until the regulatory authority has received the engineer's certificate of preconstruction, conducted a plan review, and has confirmed with the appropriate city departments that a building permit may be issued. Work shall commence and conclude within the time allowed by such permits. Deviations from approved plans shall not be permitted. If work has not commenced within 180 days from the written date approved by the city, the regulatory authority may rescind the permit.

~~(D)~~ Approval. The regulatory authority shall approve plans and specifications that meet the requirements of these rules. No public pool, spa, or interactive water feature shall be constructed or extensively remodeled except in accordance with plans and specifications approved by the regulatory authority.

~~(E)~~ Post construction, a licensed professional engineer shall inspect the completed new or renovated pool, spa and/or interactive water feature construction and certify by original signature and engineer's seal that the structure has been installed or remodeled in accordance with Tex. Admin. Code Title 25, Ch. 265, Subch. L, "Public Swimming Pools and Spas," as amended."

#### SECTION 4.

Subsections (C) and (D) of Section 92.45 "Inspections," of Chapter 92 "Health and Sanitation," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

##### "§ 92.45 INSPECTIONS.

(C) Inspection fees. A required fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time.~~set out in the Regulatory Compliance Department fee schedule~~, shall be paid for preoperational inspections and, thereafter, on an annual basis. Fees shall be paid to the city's Mansfield Regulatory Compliance Department, 1200 E. Broad Street,

Mansfield, Texas 76063. Inspection fees shall be based on the number of public pools and/or spas located at a single address.

(D) (1) If a facility is closed for noncompliance of this subchapter more than once during a pool season, or remains closed for a period longer than one month due to noncompliance, a reinspection, along with the payment of the applicable fee established in the Master Fee Schedule adopted by City Council, as amended from time to time~~in accordance with the Department of Regulatory Compliance fee schedule~~, shall be assessed prior to the reopening the facility.

(2) Maintaining the facility in noncompliance shall be considered a violation under this subchapter and the regulatory authority shall have the authority to issue citations for violations of this subchapter and the regulatory authority shall have the authority to issue citations for violations of this subchapter.

## SECTION 5.

Subsection (B) of Section 92.49 “Public pool/spa manager certification,” of Chapter 92 “Health and Sanitation,” of Title IX “General Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

### “§ 92.49 PUBLIC POOL/SPA MANAGER CERTIFICATION.

(B) Registration certificate. A registration certificate for a certified pool operator shall be issued by the regulatory authority to any person who submits the required application, pays the required fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time~~in accordance with the Department of Regulatory Compliance fee schedule~~, and provides evidence of being a certified pool operator.”

## SECTION 6.

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Ordinances, City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

## SECTION 7.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

## **SECTION 8.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

## **SECTION 9.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 92 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of public swimming pools and spas, including interactive water features, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

## **SECTION 10.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's Charter.

## **SECTION 11.**

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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Michael Evans, Mayor

ATTEST:

\_\_\_\_\_  
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Ashley Dierker, City Attorney





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6228

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Sections 110.28 And 110.33 Of Subchapter Entitled "Child Care Facilities" Of Chapter 110, "General Provisions," Of Title XI "Business Regulations" Of The Code Of Mansfield, Texas, Adopting The Fee Schedule By Reference; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing An Effective Date

**Requested Action**

Approval of Proposed Ordinance Amendments.

**Recommendation**

Approval of Proposed Ordinance Amendments.

**Description/History**

In November 2021 the City Council terminated its inspection agreement with the Tarrant County Health Department in order to establish the City of Mansfield Health Inspections Program. The child-care facilities standards, registration, and inspection requirements found within this ordinance protects the public health and safety of residents and visitors to the City of Mansfield.

**Justification**

The proposed ordinance revisions update the ordinance fee language to reference the Master Fee Schedule adopted by City Council, as amended from time to time.

**Funding Source**

N/A

**Prepared By**

Nicolette Ricciuti, Director of Regulatory Compliance  
Department of Regulatory Compliance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTIONS 110.28 AND 110.33 OF SUBCHAPTER ENTITLED “CHILD CARE FACILITIES” OF CHAPTER 110, “GENERAL PROVISIONS,” OF TITLE XI “BUSINESS REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS, ADOPTING THE FEE SCHEDULE BY REFERENCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield, Texas (“the City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

**WHEREAS**, the City previously adopted regulations regulating child care facilities; and,

**WHEREAS**, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public.

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

**SECTION 1.**

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

**SECTION 2.**

Section 110.28 “Permit Application,” of Chapter 110 “Child Care Facilities,” of Title XI “Business Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 110.28 PERMIT APPLICATION.**

(E) Fire permit inspection fee. An annual fire permit fee, established in the Master Fee Schedule Adopted by the City Council, as amended from time to time, shall be payable upon application to the Fire Department, and thereafter, no later than January 30 of each year. No refund or proration of any fee required hereunder shall be made.

...

(D) Plan review and operation standards.

(1) Whenever a child-care center or before and after-school facility is constructed or extensively remodeled and whenever an existing structure is converted to use as a child-care center or before and after-school facility, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review

and approval before construction, remodeling, or conversion has begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials of work areas and the type and model of proposed fixed equipment in centers. The regulatory authority shall approve the plans and specifications if they meet the requirements of the State of Texas, the regulatory authority, and city ordinances. A plan review fee will be charged per the Master Fee Schedule adopted by City Council, as amended from time to time.”

### **SECTION 3.**

Section 110.33 “Health Permit Fees,” of Chapter 110 “Child Care Facilities,” of Title XI “Business Regulations,” of the Code of Mansfield, Texas, is hereby amended to add the following definitions:

#### **“§ 110.33 HEALTH PERMIT FEES.**

(B) Fees. Permit fees are established in the Master Fee Schedule adopted by City Council, as amended from time to time.”

### **SECTION 4.**

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Ordinances, City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

### **SECTION 5.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and section of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

### **SECTION 6.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

### **SECTION 7.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 110 of Title XI of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of child care facilities, that have



accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 8.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

**SECTION 9.**

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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker, City Attorney**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTIONS 110.28 AND 110.33 OF SUBCHAPTER ENTITLED “CHILD CARE FACILITIES” OF CHAPTER 110, “GENERAL PROVISIONS,” OF TITLE XI “BUSINESS REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS, ADOPTING THE FEE SCHEDULE BY REFERENCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mansfield, Texas (“the City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City previously adopted regulations regulating child care facilities; and

**WHEREAS**, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public.

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

**SECTION 1.**

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

**SECTION 2.**

Section 110.28 “Permit Application,” of Chapter 110 “Child Care Facilities,” of Title XI “Business Regulations,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 110.28 PERMIT APPLICATION.**

(E) Fire permit inspection fee. An annual fire permit fee, established in the Master Fee Schedule Adopted by the City Council, as amended from time to time, of \$75 shall be payable upon application to the Fire Department, and thereafter, no later than January 30 of each year. No refund or proration of any fee required hereunder shall be made.

...

(D) Plan review and operation standards.

(1) Whenever a child-care center or before and after-school facility is constructed or extensively remodeled and whenever an existing structure is converted to use as a child-care center or before and after-school facility, properly prepared plans and specifications for such

construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion has begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials of work areas and the type and model of proposed fixed equipment in centers. The regulatory authority shall approve the plans and specifications if they meet the requirements of the State of Texas, the regulatory authority, and city ordinances. A plan review fee will be charged per the Master Fee Schedule adopted by City Council, as amended from time to time~~the city's Department of Regulatory Compliance fee schedule.~~"

### SECTION 3.

Section 110.33 "Health Permit Fees," of Chapter 110 "Child Care Facilities," of Title XI "Business Regulations," of the Code of Mansfield, Texas, is hereby amended to add the following definitions:

#### **"§ 110.33 HEALTH PERMIT FEES.**

(B) Fees. Permit fees are established in the Master Fee Schedule adopted by City Council, as amended from time to time~~set forth in the city's Regulatory Department fee schedule.~~"

### SECTION 4.

This Ordinance shall be cumulative of all provisions of the ordinances and of the Code of Ordinances, City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of the other ordinances and such code are hereby repealed.

### SECTION 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and section of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

### SECTION 6.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

### SECTION 7.



All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 110 of Title XI of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of child care facilities, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 8.**

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

#### **SECTION 9.**

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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Michael Evans, Mayor

ATTEST:

\_\_\_\_\_  
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Ashley Dierker, City Attorney



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6229

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance Of The City Of Mansfield, Texas, Amending Chapter 158, "Standards, Registration, And Inspection Requirements For Multi-Family Dwelling Complexes," Of Title XV, "Land Usage," Of The Code Of Mansfield, Texas, By Revising Section 158.012 "License Fees Required For Multi-Family Dwelling Complexes And Lodging Establishments" And Section 158.014 "Probationary Status, Suspension And Revocation Of Registration"; Providing That This Ordinance Shall Be Cumulative Of All Ordinances; Providing A Severability Clause; Providing A Penalty For Violation; Providing A Savings Clause; Providing For Publication As Required By Law; And Providing An Effective Date

**Requested Action**

Approval of Proposed Ordinance Amendments.

**Recommendation**

Approval of Proposed Ordinance Amendments.

**Description/History**

In October 2021 the City Council adopted Chapter 158 "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes" to establish the City of Mansfield Rental Inspections Program. The provisions of this ordinance ensure quality maintenance and upkeep is considered as the city continues to experience growth and interest in multi-family development. The Rental Inspections Program protects the health and safety of residents and visitors of multi-family complexes and lodging establishments.

**Justification**

The proposed ordinance revisions update the ordinance fee language to reference the Master Fee Schedule adopted by City Council, as amended from time to time.

**Funding Source**

N/A

**Prepared By**

Nicolette Ricciuti, Director of Regulatory Compliance  
Department of Regulatory Compliance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 158, "STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES," OF TITLE XV, "LAND USAGE," OF THE CODE OF MANSFIELD, TEXAS, BY REVISING SECTION 158.012 "LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS" AND SECTION 158.014 "PROBATIONARY STATUS, SUSPENSION AND REVOCATION OF REGISTRATION"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

**WHEREAS**, the City Council has previously adopted regulations regarding standards, registration, and inspection requirements for multi-family dwelling complexes; and,

**WHEREAS**, the City Council believes it is in the best interest of the public to amend said regulations to update the definitions, procedures, and requirements applicable to multi-family dwelling complexes and lodging establishments.

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

### **SECTION 1.**

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

### **SECTION 2.**

Section 158.012, "License fees required for multi-family dwelling complexes and lodging establishments" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **"§ 158.012 LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.**

(A) The landlord of a multi-family dwelling complex or lodging establishment shall pay an annual registration fee for a rental license at a rate per dwelling unit or guest room to offset the city's cost of administration, registration, and inspections, and as set forth in the Regulatory Compliance Department fee schedule.



(B) Fees in general.

(1) Fees shall be established in the Master Fee Schedule adopted by City Council, as amended from time to time, to include:

(2) A registration fee based upon the number of multi-family dwelling units or guest rooms which shall be:

(a) Submitted annually with the registration form; and

(b) Submitted with a new registration upon a change of ownership of the complex.

(C) Late fee; registration fee deadlines.

(1) A late fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, shall be charged and due at the time of payment if the annual registration fee is not paid by the due date.

(2) All rental registration fees are due the earlier of January 1 or within 30 days of the date of invoice issued by the Regulatory Compliance Department.

(D) An after-hours inspection fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, charged per hour with a two-hour minimum paid in advance, may be charged for inspections that occur Monday through Friday between the hours of 6:00 p.m. through 7:00 a.m., and anytime on Saturday or Sunday.

(E) A reinspection fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, may be assessed for each subsequent reinspection of the multi-family dwelling complex or lodging establishment and for each dwelling unit in which a previously noted, but uncorrected, violation exists.

(F) A reinspection fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, for the multi-family dwelling complex or lodging establishment and each dwelling unit or guest room inspected shall be assessed when there is a probation, suspension or revocation registration status.

(G) A reinstatement fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, for a multi-family dwelling complex or lodging establishment shall be assessed when there is a suspension or revocation registration status.

(H) The fee requirements described above shall not include a dwelling unit operated by a nursing facility or assisted living facility.”

### SECTION 3.

Subsections (A)(3) and (B)(3) of Section 158.014, “Probationary status, suspensions and revocation of registration” of Chapter 158, “Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes,” of Title XV, “Land Usage,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

#### **“§ 158.014 PROBATIONARY STATUS, SUSPENSION AND REVOCATION OF REGISTRATION.**

(A) Probationary status.

(3) The Regulatory Compliance Department shall impose a reinspection fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, on the landlord for each dwelling unit or guest room inspected as long as the multi-family dwelling complex or lodging establishment remains on probationary status.

(B) Suspension of registration.

(3) The Regulatory Compliance Department shall impose a monthly administrative fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, on the landlord for as long as the complex or lodging establishment remains on suspended status. In addition, a reinspection fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, will be assessed to the landlord for each dwelling unit inspected as long as the multi-family rental registration status remains suspended.”

#### **SECTION 4.**

This Ordinance shall be cumulative of all provisions of ordinances of the City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

#### **SECTION 5.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared void, ineffective, or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, such voiding, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections hereof, since the same would have been enacted by the City Council without the incorporation of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

#### **SECTION 6.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

#### **SECTION 7.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the Code of Mansfield, Texas, as amended, or any other ordinances affecting standards, registration, and inspection requirements for multi-family dwelling complexes which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 8.**

The City Secretary of the City of Mansfield is hereby directed to publish this Ordinance to the extent required by law.

**SECTION 9.**

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 provided.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans**, Mayor

**ATTEST:**

\_\_\_\_\_  
**Susana Marin**, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker**, City Attorney



**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 158, “STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES,” OF TITLE XV, “LAND USAGE,” OF THE CODE OF MANSFIELD, TEXAS, BY REVISING SECTION 158.012 “LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS” AND SECTION 158.014 “PROBATIONARY STATUS, SUSPENSION AND REVOCATION OF REGISTRATION”; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mansfield, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, the City Council has previously adopted regulations regarding standards, registration, and inspection requirements for multi-family dwelling complexes; and

**WHEREAS**, the City Council believes it is in the best interest of the public to amend said regulations to update the definitions, procedures, and requirements applicable to multi-family dwelling complexes and lodging establishments.

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

**SECTION 1.**

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

**SECTION 2.**

Section 158.012, “License fees required for multi-family dwelling complexes and lodging establishments” of Chapter 158, “Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes,” of Title XV, “Land Usage,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 158.012 LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.**

(A) The landlord of a multi-family dwelling complex or lodging establishment shall pay an annual registration fee for a rental license at a rate per dwelling unit or guest room to offset the city’s cost of administration, registration, and inspections, and as set forth in the Regulatory Compliance Department fee schedule.

(B) Fees in general.

(1) Fees shall be established in the Master Fee Schedule adopted by City Council, as amended from time to time, in accordance with a schedule approved by the City Council to include:

(2) A registration fee based upon the number of multi-family dwelling units or guest rooms which shall be:

(a) Submitted annually with the registration form; and

(b) Submitted with a new registration upon a change of ownership of the complex.

(C) Late fee; registration fee deadlines.

(1) A late fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, of \$200 shall be charged and due at the time of payment if the annual registration fee is not paid by the due date.

(2) All rental registration fees are due the earlier of January 1 or within 30 days of the date of invoice issued by the Regulatory Compliance Department.

(D) An after-hours inspection fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, charged per hour of \$50 per hour with a two-hour minimum paid in advance, may be charged for inspections that occur Monday through Friday between the hours of 6:00 p.m. through 7:00 a.m., and anytime on Saturday or Sunday.

(E) A reinspection fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, of \$100 may be assessed for each subsequent reinspection of the multi-family dwelling complex or lodging establishment and for each dwelling unit in which a previously noted, but uncorrected, violation exists.

(F) A reinspection fee as established in the Master Fee Schedule adopted by City Council, as amended from time to time, of \$200 for the multi-family dwelling complex or lodging establishment and each dwelling unit or guest room inspected shall be assessed when there is a probation, suspension or revocation registration status.

(G) A reinstatement fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, of \$200 for a multi-family dwelling complex or lodging establishment shall be assessed when there is a suspension or revocation registration status.

(H) The fee requirements described above shall not include a dwelling unit operated by a nursing facility or assisted living facility.”

### SECTION 3.

Subsections (A)(3) and (B)(3) of Section 158.014, “Probationary status, suspensions and revocation of registration” of Chapter 158, “Standards, Registration, and Inspection

Requirements for Multi-Family Dwelling Complexes,” of Title XV, “Land Usage,” of the Code of Mansfield, Texas, is hereby amended to read as follows:

**“§ 158.014 PROBATIONARY STATUS, SUSPENSION AND REVOCATION OF REGISTRATION.**

(A) Probationary status.

(3) The Regulatory Compliance Department shall impose a ~~\$200~~-reinspection fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, on the landlord for each dwelling unit or guest room inspected as long as the multi-family dwelling complex or lodging establishment remains on probationary status.

(B) Suspension of registration.

(3) The Regulatory Compliance Department shall impose a ~~\$200~~-monthly administrative fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, on the landlord for as long as the complex or lodging establishment remains on suspended status. In addition, a ~~\$200~~-reinspection fee, as established in the Master Fee Schedule adopted by City Council, as amended from time to time, will be assessed to the landlord for each dwelling unit inspected as long as the multi-family rental registration status remains suspended.”

**SECTION 4.**

This Ordinance shall be cumulative of all provisions of ordinances of the City of Mansfield, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 5.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared void, ineffective, or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, such voiding, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections hereof, since the same would have been enacted by the City Council without the incorporation of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.



**SECTION 7.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the Code of Mansfield, Texas, as amended, or any other ordinances affecting standards, registration, and inspection requirements for multi-family dwelling complexes which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 8.**

The City Secretary of the City of Mansfield is hereby directed to publish this Ordinance to the extent required by law.

**SECTION 9.**

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 provided.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Michael Evans, Mayor

ATTEST:

\_\_\_\_\_  
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Ashley Dierker, City Attorney



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6266

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Construction Contract to Millis Development & Construction - Dallas LLC in an Amount Not to Exceed \$5,609,824 for Construction of Phase 1A Improvements at Geyer Commons; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

**Requested Action**

Consider and Approve a Resolution to Award Construction Contract

**Recommendation**

Approve Resolution

**Description/History**

In November 2023, the City of Mansfield and Mansfield ISD announced a collaborative plan to exchange property. An agreement was executed in early 2024 to exchange the City Hall and a portion of adjoining property at 1200 East Broad Street for Mansfield ISD's administrative buildings, student services building and Geyer Field, located at 605 East Broad Street, and the shopping complex located at 703 East Broad Street.

The development of the property at 605 East Broad Street, known as Geyer Commons, will occur in phases. The City of Mansfield will begin construction efforts through execution of this contract with Millis Development and Construction- Dallas, LLC, to be known as Phase 1A of Geyer Commons, a community gathering space with park-like amenities. The scope of work for this phase includes construction of 12 prefabricated spaces for a maker's market village, a splash pad with programmed vertical jets, restroom building, gateway structures, shade structures, synthetic turf area, events' lawn for outdoor gatherings, parking lot improvements, grading, stormwater, drainage, paving, infrastructure, electrical, landscape and irrigation improvements.

The City will preserve the historic original Mansfield High School, Rock Gym, gazebo and large shade trees on site, and develop a plan for potential uses in a later phase. As part of Phase 1B, Geyer Commons will also feature a mix of diverse shops and restaurants housed in historic homes that have been relocated or reconstructed, and improvements to Brown Street. Phase 2 will include construction of a wiffle ball field, civic lawn, architectural water feature and completion of the remaining parking lot improvements.

The project was advertised for bid on September 18th and 25th. The bid opening was held on October 15th, with four firms submitting bids. Following review of project experience and

reference checks, staff is recommending an award to Millis Development & Construction - Dallas, LLC in the amount of \$5,609,824. The bid tab is attached. The construction phase is expected to take approximately 240 calendar days for substantial completion.

**Justification**

A master plan for Geyer Commons was developed in 2023 and updated in 2024. The approval of this construction contract is the next step in the development of the Geyer Commons complex.

**Funding Source**

Certificates of Obligation

**Prepared By**

Matt Young, Executive Director of Community Services

[Matt.Young@mansfieldtexas.gov](mailto:Matt.Young@mansfieldtexas.gov)

817-728-3397



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AWARDING A CONSTRUCTION CONTRACT TO MILLIS DEVELOPMENT AND CONSTRUCTION- DALLAS, LLC, IN AN AMOUNT NOT TO EXCEED \$5,609,824 FOR CONSTRUCTION OF PHASE 1A IMPROVEMENTS AT GEYER COMMONS; DECLARING OFFICIAL INTENT TO FINANCE EXPENDITURES TO BE INCURRED FOR CONSTRUCTION SERVICES WITH MILLIS DEVELOPMENT AND CONSTRUCTION-DALLAS, INC., FOR PHASE 1A OF GEYER COMMONS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (CERTIFICATES OF OBLIGATION)**

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

**WHEREAS**, the City is currently working towards implementing the master plan for development of Geyer Commons (the “Project”); and,

**WHEREAS**, City staff has reviewed and considered a bid proposal from Millis Development & Construction- Dallas, LLC for construction of Phase 1A of Geyer Commons and recommends approval of a construction contract for said services; and,

**WHEREAS**, the City will make, or has made not more than 60 days prior to the date hereof, payments with respect to the construction services for the Project; and,

**WHEREAS**, the City has concluded that it does not currently desire to issue obligations to finance the construction costs associated with the Project; and,

**WHEREAS**, the City desires to reimburse itself for the construction costs associated with the Project from the proceeds of obligations to be issued subsequent to the date hereof; and,

**WHEREAS**, the City reasonably expects to issue obligations to reimburse itself for the construction costs associated with the Project and pursuant to section 1.150-2 of the Treasury Regulations, hereby declares its intent to do so; and,

**WHEREAS**, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and,

**WHEREAS**, the City Council deems the adoption of this resolution to be in the best interest of public health, safety and welfare; and,

**WHEREAS**, funding for this contract is available from the 2025 certificates of obligation.

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

**SECTION 1.**

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

**SECTION 2.**

A construction contract with Millis Development & Construction – Dallas, LLC in an amount not to exceed Five Million Six Hundred Nine Thousand Eight Hundred Twenty Four dollars (\$5,609,824) for construction of Phase 1A improvements at Geyer Commons is hereby approved.

**SECTION 3.**

The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid to Millis Development & Construction- Dallas, LLC in connection with construction of the Project from the proceeds of obligations to be issued subsequent to the date hereof and for purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City’s official declaration of intent to do so.

**SECTION 4.**

The City Manager, or his designee, is authorized to execute any documents necessary and take such actions as are necessary to implement this Resolution.

**SECTION 5.**

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

**SECTION 6.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER 2024.**

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**Michael Evans, Mayor**

Resolution No. \_\_\_\_\_

24-6266

Page 3 of 3

**ATTEST:**

\_\_\_\_\_  
**Susana Marin**, City Secretary





BID OPENING FORM

Owner: City of Mansfield  
Project: 2024-85-10-04 Geyer Commons Phase 1

Bid No.: 2024-85-10-04  
Date: 10/16/24 @ 10:00 a.m.

Name of Bidder	Submittal Checklist	Bid Bond Attached	Addendums	Bid Amount	Comments
Mart, Inc.	Not Acknowledged	<input checked="" type="checkbox"/> Yes	Yes	\$5,636,000.00	Received on 10/16/24 @ 9:33a.m. by KB
1503 Perry Street		<input type="checkbox"/> No			
Irving, Texas 75060					
HomeRun Construction LLC	Acknowledged	<input checked="" type="checkbox"/> Yes	Yes	\$6,243,741.00	Received on 10/16/24 @ 9:38 a.m. by KB
PO Box 1479		<input type="checkbox"/> No			
Midlothian, TX 76065					
Millis Development & Construction - Dallas LLC	Acknowledged	<input checked="" type="checkbox"/> Yes	Yes	\$5,609,824.00	Received on 10/16/24 @ 9:50 a.m. by KB
7300 State Hwy 121 SB Ste. 420		<input type="checkbox"/> No			
McKinney, TX 75070					
Fain	Acknowledged	<input checked="" type="checkbox"/> Yes	Yes	\$6,304,700.00	Received on 10/16/24 @ 9:54 a.m. by KB
P.O. Box 164308		<input type="checkbox"/> No			
Irving, TX 76161					



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6267

Agenda Date: 10/28/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

### Agenda Number:

#### Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving a Contract with Fifth Asset, Inc., dba DebtBook for Three Years in an Amount Not to Exceed \$69,750.00 to Provide Debt, Lease, Subscription Based Information Technology Arrangements, and Public Private Partnerships Management Software and Implementation Services; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

#### Requested Action

Approve a client services agreement with DebtBook for debt, lease, subscription based information technology arrangements, and public private partnerships management software and implementation services.

#### Recommendation

Staff recommends the approval of the Resolution.

#### Description/History

DebtBook has been providing management software and implementation services to the City since 2022. The software and services help the City document and account for Governmental Accounting Standards Board (GASB) Statements 87, 94, and 96.

#### Justification

GASB Statements 87, 94, and 96 resulted in significant changes in the accounting treatment of leases, SBITAs, and PPPs. These changes require significant efforts to gather and store documentation, journal entries, and considerable note disclosures in the City's Annual Comprehensive Financial Report. The City believes a three-year contract will provide savings and cost certainty over a year-to-year approach.

#### Funding Source

General Fund

#### Prepared By

Bryan Rebel, Assistant Director of Finance; 817-276-4296

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CLIENT SERVICES AGREEMENT WITH FIFTH ASSET, INC., DBA DEBTBOOK FOR THREE YEARS IN AN AMOUNT NOT TO EXCEED \$69,750.00 TO PROVIDE DEBT, LEASE, SUBSCRIPTION BASED INFORMATION TECHNOLOGY ARRANGEMENTS, AND PUBLIC PRIVATE PARTNERSHIP MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (GENERAL FUND)**

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

**WHEREAS**, the City has determined it is in the best interest to ensure the accurate financial reporting of debt, leases, Subscription Based Information Technology Arrangements, and Public Private Partnerships in accordance with Governmental Accounting Standards Board Statements; and,

**WHEREAS**, DebtBook has been providing software and services for the City satisfactorily since 2022.

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

**SECTION 1.**

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

**SECTION 2.**

The Client Services Agreement with DebtBook., to provide debt, lease, subscription based information technology arrangements, and public private partnerships management software and implementation services in substantially the same for as Exhibit “A” attached, is hereby approved.

**SECTION 3.**

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

**SECTION 4.**

This Resolution shall be effective from and after its passage

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**



## ORDER FORM AMENDMENT

This Order Form Amendment (this “**Amendment**”) is entered into between the customer executing below (“**Customer**”) and Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”).

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Appendix I (collectively, the “**Existing Order Form**”). The Existing Order Form, as modified by this Amendment, is referred to as the “**Renewal Order Form**.” Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

**Amendments.** Any reference to the “**DebtBook Quote**” will mean DebtBook’s pricing document attached as Exhibit A. Any reference to the “**Customer Terms**” will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit B. Any reference to the “**Terms & Conditions**” will mean the updated Terms & Conditions attached as Exhibit C. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to the parties at the address indicated beneath each parties’ signature below. Any reference to the “**Order Form**” will mean the Renewal Order Form, and any reference to the “**Agreement**” will mean the Agreement as modified by this Amendment.

**Term.** This Amendment establishes a “**Renewal Term**” beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

**Services; Fees.** The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the ApplicaVon Services. During the Renewal Term, DebtBook will charge Customer an annual SubscripVon Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an ImplementaVon Fee as set forth in the DebtBook Quote for the Premium ImplementaVon Services.

**Other Terms.** Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the “**Amendment Effective Date**”). *Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.*

**Authority; ExecuGon.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Amendment on behalf of their respecVve party and (2) bind their respecVve party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year.

FIFTH ASSET, INC., D/B/A DEBTBOOK

MANSFIELD, TX

By: \_\_\_\_\_  
Name: Michael Juby  
Title: COO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NoGce Address**

PO Box 667950  
Charlotte, NC 28266  
AdenVon: Chief OperaVng Officer  
legal@debtbook.com

**Date Signed:** \_\_\_\_\_

**Notice Address**

City of Mansfield  
Attn: Bryan Rebel  
1200 E. Broad St.  
Mansfield, TX 76063  
bryan.rebel@mansfieldtexas.gov

**Purchase Order Required:** Yes \_\_\_\_ No \_\_\_\_

**Exhibit A**  
**DebtBook Quote**

[See attached.]

## Mansfield, TX

1200 E. Broad St.  
Mansfield, TX  
United States

Bryan Rebel  
bryan.rebel@mansfieldtexas.gov

Quote created: October 18, 2024  
Quote expires: November 17, 2024  
Quote created by: Tyler Hunt

### Products

Item & Description		Year 1	Year 2	Year 3
Debt Management	<b>List Price</b>	\$20,000.00	\$20,000.00	\$20,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	<b>Discount</b>	(\$8,000.00)	(\$7,000.00)	(\$6,000.00)
	<b>Subtotal</b>	<b>\$12,000.00</b>	<b>\$13,000.00</b>	<b>\$14,000.00</b>
Lease & SBITA Management	<b>List Price</b>	\$15,000.00	\$15,000.00	\$15,000.00
Annual recurring fee for DebtBook's lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	<b>Discount</b>	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)
	<b>Subtotal</b>	<b>\$9,000.00</b>	<b>\$9,000.00</b>	<b>\$9,000.00</b>

### Services

Item & Description		Year 1	Year 2	Year 3
Premium Support	<b>List Price</b>	\$1,250.00	\$1,250.00	\$1,250.00
Annual recurring fee for Premium Support Services provided in units of up to 25 agreements per unit per 12 month term	<b>Subtotal</b>	<b>\$1,250.00</b>	<b>\$1,250.00</b>	<b>\$1,250.00</b>

### Annual Summary

	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$22,250.00	\$23,250.00	\$24,250.00
One-Time Implementation Fees	\$0.00		
<b>Annual Total</b>	<b>\$22,250.00</b>	<b>\$23,250.00</b>	<b>\$24,250.00</b>

<b>TOTAL CONTRACT VALUE</b>	<b>\$69,750.00</b>
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The Renewal Term under this Renewal Order Form is 3 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

**Exhibit B**

**Customer Terms**

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

1. This Order Form is for 1 unit of Premium Support being added as part of this renewal.
2. Customer will provide applicable agreements to DebtBook as the Customer receives the agreements throughout the year. Failure to provide the agreements promptly as they are received throughout the year may cause material delays or otherwise limit DebtBook’s ability to perform the Premium Support Services.
3. All agreements submitted by Customer to DebtBook in accordance with the Agreement will be processed by DebtBook within 90 days of receipt.
4. DebtBook will not issue refunds or credits for any unused Premium Support.



## **Exhibit C**

### **DEBTBOOK'S GENERAL TERMS & CONDITIONS**

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

#### **1. Definitions.**

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**"Implementation Services"** means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

**"Incorporated Documents"** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**"Initial Term"** means the Initial Term established in the Order Form.

**"Onboarding Services"** means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

**"Order Form"** means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

**"Premium Implementation Services"** means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

**"Pricing Tier"** means, if applicable, Customer's pricing tier for each Product as of the date of determination.

**"Privacy Policy"** means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

**"Products"** means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

**"Renewal Term"** means any renewal term established in accordance with the terms of the Agreement.

**"Services"** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

**"SLA"** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

**"Support Services"** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**"Term"** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**"Usage Policy"** means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, knowingly or negligently access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

### 3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

### 4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the Receiving Party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee



regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim, provided any settlement admitting liability on behalf of Customer shall require Customer's written consent.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR

ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.



**Appendix I**  
**Existing Order Form(s)**

[See adached.]

## RENEWAL ORDER FORM

### RELATING TO A MASTER AGREEMENT WITH REGION 14 EDUCATION SERVICE CENTER

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Mansfield, TX ("**Customer**") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "**Master Agreement**") between DebtBook and Region 14 Education Service Center ("**Region 14 ESC**"), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance ("**NCPA**"), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "**Administration Agreement**," and together with the Master Agreement, the "**NCPA Agreements**") between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**"), and DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "**Original Order Form**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the "**Agreement**"). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Order Form Details	
Effective Date: 03/13/2023 Initial Term End Date: 09/30/2024 Initial Pricing Tier: Tier 3	Billing Frequency: Annually Payment Terms: Net 30 See the DebtBook Quote for more details

**Services.** Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

**Implementation Services.** At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "**Implementation Period**"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

**Billing.** Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

**Renewal Term.** The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

**Termination.** The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

**Authority: Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**FIFTH ASSET, INC., D/B/A DEBTBOOK**

By: [Signature]  
Name: drier Traudt  
Title: CEO

**Notice Address**

1431 W Morehead St Suite 200  
Charlotte, NC 28208  
Attention: Chief Executive Officer  
account-management@debtbook.com

**MANS TX**

By: [Signature]  
Name: liZo'4 LC6-f' :u.t 4  
Title: bou.-r G:t-r-t l'((:..fl./CFo

**Notice Address**

1200 E. Broad St.  
Mansfield, TX  
Attention: Troy Lestina  
troy.lestina@mansfieldtexas.gov

**Billing Contact**

**1200 E. Broad St.**  
**Mansfield, TX**  
Attention: Troy Lestina  
troy.lestina@mansfieldtexas.gov



**Exhibit A**  
**DebtBook Quote**

[See attached.]

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

**"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

**"Agreement"** means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

**"Application Obligations"** means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

**"Application Services"** means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

**"Appropriate Security Measures"** means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

**"Authorized User"** means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

**"Customer"** means the person or entity purchasing the Services as identified in the Order Form.

**"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

**"Customer Terms"** means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

**"DebtBook"** means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

**"DebtBook IP"** means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

**"Documentation"** means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

**"Feedback"** means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

**"Governing State"** means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

**"Government Entity"** means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**"Implementation Services"** means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

**"Incorporated Documents"** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**"Initial Term"** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**"Onboarding Services"** means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

**"Order Form"** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

**"Pricing Tier"** means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

**"Privacy Policy"** means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

**"Renewal Term"** means any renewal term established in accordance with the terms of the Agreement.

**"Services"** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

**"SLA"** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

**"Support Services"** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**"Term"** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**"Usage Policy"** means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook

will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a **"Service Suspension"**). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees (**"Fees"**) set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the



lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

## 5. Confidential Information

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

## 6. Intellectual Property

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all

acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, **"Losses"**) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (**"Third-Party Claim"**) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY **CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

{i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

{ii) Customer may terminate the Agreement in accordance with the SLA;

{iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: {A) is incapable of cure; or {B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

{iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

{v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

{c) Survival. Only this Section and Section 1 {Definitions}, Sections 4 through 6 {Fees; Confidential Information; Intellectual Property}, Section 7(c) {Disclaimer of Warranties}, and Sections 8, 9 and 12 {Indemnification; Limitations of Liability; Miscellaneous} will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

{a) Governing Law: Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding..

{b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any **way**.

{c) Amendment: Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

{d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form {or to such other address as DebtBook or Customer may designate



from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, **war**, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

0) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.



## DebtBook Quote

# Mansfield, TX

1200 E. Broad St.  
Mansfield, TX 76063

### Troy Lestina

Finance Director  
troy.lestina@mansfieldtexas.gov  
(817) 276-4258

### Prepared By:

DebtBook  
Riley Knowles  
Account Manager  
riley.knowles@debtbook.com

### Notice Address:

PO Box 667950  
Charlotte, NC 28266

## Products & Services

Description	Qty	Annual Fee	Total
Implementation Charge: Tier 3 <small>This represents the cost of our White Glove GASB-96 Implementation process for your organization.</small>	1	\$3,000 Year 1	\$3,000 Year 1 Cost
Subscription Charge: Tier 3 <small>This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training</small>	1	\$20,000 Year 1	\$20,000 Year 1 Cost 03/13/23 - 03/12/24
Subscription Charge - Prorated : Tier 3 <small>This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.</small>	1	\$20,000 Prorated Period	\$11,013 Prorated Cost 3/13/24-09/30/24

**Total Renewal Cost:**

**\$34,013**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6268

Agenda Date: 10/28/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

### Agenda Number:

#### Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the Master Development Agreement (MDA) for the Reserve between the City of Mansfield, the Board of Directors of Tax Reinvestment Zone Number One, and Stillwater Capital, LLC; Authorizing the City Manager or His Designee, and the Chairman of the Board of Directors of Tax Increment Reinvestment Zone Number One to Execute the Agreement; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (TIRZ #1)

#### Requested Action

To Consider Approving the Resolution

#### Recommendation

To Approve the Resolution

#### Description/History

Stillwater Capital has under contract approximately 173.67 acres for the development of The Reserve, which will be a walkable, urban, mixed-use project, including office, hospitality, retail, residential, restaurant, entertainment, and medical uses. The City seeks to incentivize the development through the use of Tax Increment Reinvestment Zone Number One (TIRZ #1).

#### Key Terms of the Agreement

**Scope of Work:** Stillwater Capital will develop the project according to the Master Plan, which includes a canal, parks, water features, and public infrastructure. The City will contribute to the cost of public improvements through the TIRZ.

**Duration:** The agreement continues until the final payment is made to the developer or earlier termination by mutual agreement or default.

**Public Contributions:** The City will deposit funds into the Canals at the Reserve Account to cover the design and construction costs of public improvements. The developer will also be responsible for a private investment in the project.

#### **Responsibilities:**

- **City of Mansfield:** Fund public improvements, including roads, utilities, and canals, as outlined in the agreement.

- **Developer (Stillwater Capital):** Complete construction of private and public components of The Reserve as per the approved Master Plan and submit payment requests for completed work.

**Funding Mechanism:** The City will establish a Canals at the Reserve Account, and funds

will be disbursed to the developer based on approved invoices for public improvements.

**Termination Clause:** The agreement may be terminated by mutual consent, breach, bankruptcy, or legal changes rendering the agreement invalid.

#### Financial Implications

Funding for public improvements is sourced from the TIRZ and will be deposited into the Canals at the Reserve Account. The developer is responsible for private investment in the project.

#### Benefits to the City

The Reserve will diversify the local economy, create jobs, and expand the tax base in Mansfield significantly with new sales taxes and property taxes. The expected taxable value for the private investment will exceed \$1.5 billion. It will also enhance commercial activity and provide public amenities like parks and open spaces.

#### Payment Process

Stillwater will request payments from the city for work done on public infrastructure. The City will carefully review each request to ensure it is reasonable and within the budget before releasing funds.

#### Oversight

The City will monitor the project's progress and ensure that public funds are being used appropriately. If either the city or the developer doesn't meet their obligations, the agreement allows for termination or renegotiation.

#### **Justification**

TIRZ #1 was established by the City of Mansfield in 2006, with Tarrant County joining in 2008. Since then, private investment has continued at a steady rate, thus providing funds for enhanced infrastructure projects within the zone. As new major developments are considered within the zone, like Stillwater Capital's, funding from the TIRZ can be used to support major infrastructure needed throughout the master development. It is projected that the Canals at the Reserve project alone will surpass \$1.5 billion in taxable value over the next twenty-five years. Using the city's current tax rate, it is expected to generate over two-hundred million dollars into the TIRZ and general fund alone over the next twenty-five years. By the expiration of the TIRZ, the development will yield nearly \$10 million per year in general fund revenue.

#### **Funding Source**

TIRZ #1

#### **Prepared By**

Jason Moore, Executive Director, Economic Development



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE MASTER DEVELOPMENT AGREEMENT (MDA) FOR THE RESERVE BETWEEN THE CITY OF MANSFIELD, THE BOARD OF DIRECTORS OF TAX REINVESTMENT ZONE NUMBER ONE, AND STILLWATER CAPITAL, LLC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, AND CHAIRMAN OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE TO EXECUTE THE AGREEMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (TIRZ #1)**

**WHEREAS**, the City of Mansfield, Texas (the “City”), a Texas home rule municipal corporation, and the Board of Directors (the “Board”) of Tax Reinvestment Zone Number One, City of Mansfield, Texas (the “Zone”), have been working with Stillwater Capital, LLC, a Texas limited liability company (the “Developer”), to facilitate the development of a walkable, urban mixed-use district to be known as “The Reserve” on approximately 173.67 acres of land (the “Property”); and,

**WHEREAS**, the development, as described in the Master Plan for The Reserve, will include office, hospitality, retail, residential, restaurant, entertainment, medical, and park uses, which will benefit the City by promoting economic growth, creating jobs, and enhancing public spaces; and,

**WHEREAS**, the Property is located within the Zone, and the City seeks to incentivize the development by providing funds for public improvements, such as roads, utilities, parks, and water features, through the use of a Tax Increment Reinvestment Zone (TIRZ); and,

**WHEREAS**, the City Council has reviewed the Master Development Agreement (MDA), which sets forth the obligations of the City, the Board, and the Developer for the development of The Reserve, including the commitment by the City to provide public funding in accordance with the terms of the MDA and the Project and Finance Plan for the Zone; and,

**WHEREAS**, the City Council finds that entering into the Master Development Agreement with the Developer will promote local economic development, diversify the economy, and enhance the quality of life for residents of the City; and,

**WHEREAS**, the City Council desires to approve the Master Development Agreement and authorize the City Manager or his designee, and the Chairman of the Board for TIRZ #1 to execute the agreement and all related documents necessary to implement the project.

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

**SECTION 1.**

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

**SECTION 2.**

The Master Development Agreement between the City of Mansfield, the Board of Directors of Tax Reinvestment Zone Number One, and Stillwater Capital, LLC, for the development of The Reserve, is hereby approved.

**SECTION 3.**

The City Manager, or his designee, and Chairman of the Board for TIRZ #1 are authorized to execute the Master Development Agreement and any related documents necessary to implement the terms of the agreement, substantially in the form presented to the City Council, with such changes as the City Manager may deem appropriate and in the best interest of the City.

**SECTION 4.**

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

**SECTION 5.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

## THE RESERVE MASTER DEVELOPMENT AGREEMENT

This The Reserve Master 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 Board of Directors (the “**Board**”) of Tax Reinvestment Zone Number One, City of Mansfield, Texas (the “**Zone**”), and Stillwater Capital, LLC, a Texas limited liability company or its affiliate (the “**Developer**”). The City, the Board, and Developer are individually referred to as a “**Party**” and collectively as the “**Parties**.” The City and the Board are collectively referred to as the “**Public Parties**.”

**WHEREAS**, Developer has under contract approximately 173.667 acres of land more particularly described and shown on the attached Exhibit A (the “**Property**”); and

**WHEREAS**, Developer intends to develop or cause to be developed a walkable, urban mixed-use district consisting of office, hospitality, retail, residential, restaurant, entertainment and medical uses interspersed with parks and open space, organized around water features including an approximately ½ mile circular canal with a bay that flows into a series of ponds, all engaged with gathering space and adjacent buildings to be more commonly known as “The Reserve” (the “**Project**”) in accordance with the master plan attached hereto as Exhibit C (the “**Master Plan**”); and

**WHEREAS**, the City intends to consider zoning the property consistent with the Master Plan and this Agreement (the “**Zoning Ordinance**”); and

**WHEREAS**, the Zone is a tax increment reinvestment zone created by the governing body of the City (the “**City Council**”) by Ordinance No. 1608, adopted December 13, 2006 (“**Ordinance No. 1608**”); and

**WHEREAS**, on February 26, 2008, Tarrant County agreed to participate in the Zone by entering into a participation agreement with the City in accordance with Chapter 311, Texas Tax Code, as amended (the “**Act**”); and

**WHEREAS**, on April 10, 2023, the City Council passed and approved Ordinance No. OR-2294-23 (“**Ordinance No. OR-2294-23**”) and together with Ordinance No. 1608, which among other things, expanded the boundaries of the Zone by adding approximately 38 acres to the Zone, extended the term of the Zone to December 31, 2050, and approved an Amended & Restated Final Project and Finance Plan for the Zone, dated as of April 10, 2023, as amended from time to time (the “**Project and Finance Plan**”); and

**WHEREAS**, the Property is located within the Zone, and the City seeks to incentivize the Project; and

**WHEREAS**, Section 311.008 of the Act authorizes the City to enter into agreements necessary to implement the Project and Finance Plan and otherwise achieve the purposes of the Project and Finance Plan; and

**WHEREAS**, the Act authorizes the City to enter into agreements similar to this Agreement that the City and the Board determine to be necessary or convenient to implement the Project and Finance Plan; and

**WHEREAS**, the City intends to provide funds for costs of the Improvements (hereinafter defined) benefitting the Project in accordance with this Agreement; and

**WHEREAS**, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the Canals at the Reserve Account (hereinafter defined); and

**WHEREAS**, the payments and grants provided to the Developer from the Canals at the Reserve Account under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (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 Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose and create a benefit for the public in Tarrant County; and

**WHEREAS**, the Parties acknowledge this Agreement constitutes an “obligation” pursuant to the Act; and

**WHEREAS**, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering the Program (hereinafter defined) to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, Article III, Section 52-a of the Texas Constitution provides that the development and diversification of the economy of the state is a public purpose; and

**WHEREAS**, the City has found and does hereby find and determine that this Agreement is made in the exercise of the Public Parties’ governmental functions and providing a grant of funds to Developer in exchange for Developer’s undertaking of the Project will promote local economic development and stimulate business and commercial activity and create jobs within the City, and will establish and does establish an economic development program of the City (the “**Program**”); and

**WHEREAS**, the City has determined and does hereby determine that the Program will directly establish and meet a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain or will contain controls to ensure that public purposes are accomplished; and

**WHEREAS**, the Parties have agreed for the Developer to undertake the Project as defined and set forth in this Agreement, and this Agreement contains controls to ensure a public purpose is accomplished; and

**WHEREAS**, but for the Developer undertaking the Project, the Zone would not generate sufficient tax increment to provide the financial assistance to the Developer as set forth in the Project and Finance Plan; and



**WHEREAS**, pursuant to Section 311.010(h) of the Act, the Board may establish and provide for the administration of one or more programs, including the Program, 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 tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and for the purposes of Section 311.010(h) of the Act the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code;

**NOW, THEREFORE**, for and in consideration of the mutual benefits and promises of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

### **ARTICLE 1. DEFINITIONS**

The following words shall have the following meanings when used in this Agreement:

**“Affiliate”** means any Person directly controlling or controlled by Developer, or any Person controlling or controlled by the same Person who is controlling or is controlled by Developer. As used in this definition, the term “control” means the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

**“Canals at the Reserve Account”** means the interest-bearing account, consisting of funds contributed by the City and from which Improvements Costs will be paid to Developer pursuant to a Payment Request on a monthly basis.

**“Captured Appraised Value”** means (i) the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year less the Tax Increment Base, and (ii) the total municipal sales and use taxes attributable to the Zone less the Sales Tax Increment Base.

**“Chapter 380 Grant(s)”** means the economic development grants to Developer paid in accordance with this Agreement and as part of the Program.

**“City Fees”** means collectively Impact Fees, park fees, and permit fees assessed by the City and which are attributable to the construction of the Project.

**“Effective Date”** means the date this Agreement has been executed by all Parties.

**“Force Majeure”** means any contingency or cause beyond the reasonable control of Developer created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, fire, explosion, flood, strikes, pandemic, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of Developer); provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of Developer and makes

the performance of any obligation created under this Agreement illegal or impossible; and (b) Developer gives thirty (30) days' notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

**“Impact Fees”** means all water, sewer, and roadway impact fees relating to capital improvements that may be assessed and collected by the City on the Property in accordance with Chapter 395, Texas Local Government Code, as amended.

**“Improvements”** means the acquisition, construction, and installation of all on-site and offsite water, wastewater/sewer, stormwater and drainage, and roadway public infrastructure; public parking structures; dry utilities; parks and open spaces; canals and water features; and other public improvements necessary to serve the full development of the Project and/or to be constructed and dedicated to the City under this Agreement, including those listed in Article 3 Section 5 of this Agreement and as generally depicted in Exhibit C.

**“Improvements Costs”** shall mean the costs attributable to the acquisition, design and construction of the Improvements described in the estimate attached hereto as Exhibit B including: all development cost, including, without limitation, all hard cost of construction; the costs of construction materials, building systems installation; contractor fees; 4% construction management fees; the costs of conducting environmental impact studies or other studies; professional service costs, including those incurred for landscape architecture, engineering, design, legal, and planning costs; and other costs incidental to the foregoing expenditures and obligations permitted by the Act.

**“Private Investment”** means all costs incurred in the planning, constructing, equipping and opening the Project, including but not limited to, design and engineering fees, site work, construction equipment (amortized capital cost or rental charges), construction materials, labor, building systems installation, contractor fees, and costs incurred in finish out fixtures, furniture and equipment as further illustrated conceptually on the attached hereto as Exhibit C-1.

**“Master Plan”** means the master plan for the Project attached hereto as Exhibit C, which is conceptual in nature and is subject to revisions pursuant to this Agreement.

**“Participation Agreement”** shall mean an Agreement between the City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the TIRZ Fund.

**“Payment Request”** means a written request from Developer to the City submitted on a monthly basis or as otherwise allowed pursuant to this Agreement in the form of Exhibit E attached hereto specifying the amount of work performed related to the Improvements Costs and requesting disbursement from funds on deposit in the Canals at the Reserve Account accompanied by copies of invoices, bills, receipts and such other information as may be reasonably requested by the City to document such Improvements Costs.

**“Person”** means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

**“Phase 1 Improvements”** means the initial phase of Improvements as generally depicted on Exhibit D attached hereto.

**“Plans and Specifications”** shall have the meaning set forth in Article 3 Section 3 of the

Agreement.

**“Property”** shall have the meaning set forth in the recitals of this Agreement.

**“Sales Tax Increment Base”** means the amount of municipal sales and use taxes attributable to the Zone for the year in which the Zone was designated.

**“Tax Increment”** means: (i) the total amount of property taxes levied and collected by the City and a Taxing Unit for a calendar year on the Captured Appraised Value of real property taxable by the City and a Taxing Unit and located in the Zone, and (ii) the total amount of sales and use taxes levied and collected by the City for a calendar year on the Captured Appraised Value of sales of goods and services taxable by the City and located in the Zone. The amount of Tax Increment contributed by the City or any other Taxing Unit shall be limited to any maximum amount or other terms set forth in the respective Participation Agreement of such Taxing Unit or, in the case of the City, the participation amount established by ordinance.

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

**“Taxing Unit”** shall mean Tarrant County, Texas.

**“TIRZ Fund”** means the funds deposited by the City and any Taxing Unit in the Tax Increment fund for the Zone.

**“Zone”** means *Tax Increment Reinvestment Zone Number One, City of Mansfield, Texas*, including any extensions or amendments that are issued prior to its expiration.

## **ARTICLE 2. TERM**

This Agreement shall be effective as of the Effective Date and shall continue until the earlier occurrence of (a) final payment due to Developer from the Canals at the Reserve Account hereunder; or (b) earlier termination as provided hereunder.

## **ARTICLE 3. DEVELOPER’S COMMITMENTS**

The Parties acknowledge and agree that Developer is not obligated to build the Project or the Improvements; provided, however, that Developer must satisfy the conditions set forth in this Article 3 in order to receive disbursements from the Canals at the Reserve Account described in Article 4 below.

1. **Plan Review**. The City shall use all reasonable means necessary to expedite review and approval of all properly submitted drawings, documents or other submittals associated with the Property. Not later than the fifteenth (15<sup>th</sup>) business day after receipt of the plans from the Developer, the City shall review and return the City’s comments on the plans to the Developer and/or the architect or professional engineer that submitted the plans to the City on behalf of the

Developer.

2        Developer Investment.

- (a) Developer shall make or cause to be made, a total minimum Private Investment in the initial phase (“**Phase 1**”) of the Project greater than or equal to the amount of public funding required for the Phase 1 Improvements. Developer agrees that no less than twenty-five percent (25%) of the minimum Private Investment for Phase 1 pursuant to this subsection shall be required for non-residential development within Phase 1 of the Project.
- (b) Developer shall submit documentation reasonably acceptable to City that sufficiently documents Developer’s total Private Investment attributable to the private development in Phase 1 of the Project. Said documentation can be submitted to City as the Private Investment is made should the Private Investment be made in intervals as provided for in this Article 3, Section 2(c)-(d).
- (c) Developer must commence or cause to commence construction of the Private Investment within Phase 1 within six (6) months after substantial completion of the Phase 1 Improvements, as generally depicted in Exhibit D. Notwithstanding anything to the contrary, the deadline set forth herein will be extended automatically by one (1) business day for each business day of documented delays caused by the City related to the permitting and plan approvals for the Project. As used in the preceding sentence “delays” means: (i) any review period lasting longer than fifteen (15) business days, and (ii) if multiple rounds of comments and reviews are required, through no fault of the City, any new review comments by the City after its third review period. Additionally, if Developer fails to meet these milestones for Phase 1 of the Project, but the City Manager, or designee, finds that Developer has diligently pursued contracts and approvals for the construction of the Private Investment in Phase 1 within the required time for completion, the milestones set forth herein shall each be subject to an extension by six (6) additional months, at the City Manager’s, or designee’s, sole discretion upon prior written request by Developer.
- (d) Developer’s obligation to make the total Private Investment for Phase 1 as described in this Article 3, Section 2 can be achieved in intervals should development of the Phase 1 Private Investment be required to occur on a phased-out approach. Notwithstanding the foregoing, Developer shall diligently pursue efforts to make the total Private Investment required herein once commencement of the Private Investment occurs and provided the City is not in default of this Agreement or the Funding Agreement (hereinafter defined). In the event amounts on deposit in the Canals at the Reserve Account are not sufficient to cover the Improvement Costs of the portion of the Phase 1 Improvements then necessary to deliver developable parcels within Phase 1 and the City does not deposit additional funds to cover such additional Improvements Costs, the Developer’s obligation to make the minimum Private Investment for Phase 1 shall be reduced to the actual amount deposited by City into the Canals at the Reserve Account.
- (e) If applicable, for each future phase after Phase 1, Developer must make a Private Investment greater than or equal to the total amount of public funding deposited by



the City into the Canals at the Reserve Account for the Improvements benefitting such phase, and must maintain a cumulative minimum non-residential Private Investment, in the amount of twenty-five percent (25%) of cumulative public funding before additional phases may be funded by City. Future phases shall be subject to the same obligations, terms, and milestones for Developer as in this Article 3, Section 2(c)-(d).

- (f) So long as Developer is not in default with any provision of this Agreement, for any roadway Improvement not designated as a Phase 1 Improvement as shown on Exhibit D attached hereto, upon a request by the Developer that such roadway Improvement is needed for access to and development of a parcel within the Property, the Developer will fund up to fifty percent (50%) of the costs of such roadway Improvements adjacent to the applicable parcel and the City will deposit not less than fifty percent (50%) of the funds in the Canals at the Reserve Account. The City agrees to reimburse the Developer for its share of any costs advanced by the Developer for such roadway Improvements, in the form of a tax abatement, Chapter 380 Grants, or as funds are available from the TIRZ or the MMD (hereinafter defined).

### 3. Collaboration on Design and Construction of Improvements.

(a) Developer shall commission the design and preparation of all necessary plans and specifications for the Improvements (the “Plans and Specifications”). The Plans and Specifications must be reviewed and approved by the City and shall conform to all City regulations and specifications and the Master Plan.

(b) Prior to releasing the project design team and requisite consultants, Developer will submit a design budget to the City for review and approval. Within sixty (60) days of approval, the City will deposit funds into the Canals at the Reserve Account to be drawn monthly by the Developer during the design phase as set forth in Article 4 of this Agreement.

(c) Developer will engage a contractor to aid in budgeting and predevelopment services. Developer will submit a construction budget to City for review and approval. If a situation arises where the City does not approve the proposed budget, City and Developer will work together to adjust the design and/or the budget to meet the desired development outcome by the City. The construction of the Improvements is anticipated to be exempt from the competitive bidding requirements of Texas Local Gov’t Code Ch. 252 pursuant to Section 311.010(g) of the Act.

(d) Once construction drawings are approved and a contractor’s contract is executed for construction to begin on a particular portion of the Phase 1 Improvements, the City will deposit construction funds into the Canals at the Reserve Account to be drawn upon on a monthly basis over the construction period as set forth in Article 4 of this Agreement.

(e) 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, provided the City is not in default of this Agreement and as allowed pursuant to applicable law, Developer 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 Ordinance (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, provided the City is not in default of this Agreement and as allowed pursuant to applicable law, Developer 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) Developer’s voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City and Board to authorize the payments to Developer described herein; and (d) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns.

4. Construction of Improvements.

(a) Developer shall comply with all local, state, and federal laws and regulations regarding the design and construction of the Improvements. Construction of the Improvements shall be subject to periodic inspections by the City to confirm compliance with the City-approved Plans and Specifications. Developer shall be responsible for completing and/or correcting any work not constructed in accordance with the City-approved Plans and Specifications. Any material changes in the design of the Improvements other than in the ordinary course of business during the construction stage must first be approved by the City. Prior to initiating any construction for the Improvements, Developer must cause its contractor for the Improvements to provide performance, payment, and maintenance bonds as specified in the City’s Subdivision Control Ordinance, and Texas Gov’t Code Ch. 2253. The City’s approval of the Plans and Specifications shall not be unreasonably withheld.

(b) If any Improvement is constructed on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction of the Improvement and further agrees to cooperate with the Developer to allow for the Developer to construct the Improvements on the City’s land.

5. Improvements. The Developer agrees to construct or cause to be constructed the Improvements as follows:

(a) Roadway Improvements. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, including the roadways shown on the Master Plan, enhanced pedestrian crosswalks, vehicular bridges, streetlights, traffic signals, sidewalks, hardscaping, landscaping grading for such facilities and other land within the Property affected by such improvements. Prior to the recordation of any final plat for any phase of the Project, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City. Upon inspection, approval and acceptance, City shall own, maintain, and

operate the roadway improvements for the Property.

(b) Sanitary Sewer Improvements. Developer is responsible for the design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property, including all sanitary sewer mains to accommodate for ultimate build-out and surrounding development within the same sewer basins, as necessary. Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase. Upon inspection, approval and acceptance, City shall own, maintain, and operate the sanitary sewer improvements for the Property.

(c) Water Improvements. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property, including all water mains to accommodate for ultimate build-out and surrounding development within the same sewer basins, as necessary. Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase. Upon inspection, approval and acceptance, City shall own, maintain, and operate the water improvements for the Property.

(d) Storm and Drainage Improvements. Developer is responsible for design, installation, and construction of the drainage/detention improvements that will serve the Property and the cost thereof, including all storm sewer facilities, inlets, mains, and ponds in accordance with the Master Plan. Prior to the recordation of the final plat for any phase of the Project, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall own, maintain, and operate the drainage and detention improvements for the Property.

(e) Dry Utility Improvements. Developer shall design and build all dry utilities to be buried under ground, including electric, gas, telecom, and associated duct banks in accordance with standards of the City and the applicable utility provider.

(f) Parks, Open Spaces, and Water Feature Improvements. Developer is responsible for the design, installation and construction of a canal feature, including approximately 2,500 linear feet of navigable canals with hardscaped edge and retaining walls for such canal and adjacent parcels, pedestrian pathways, pedestrian bridges with appropriate switchbacks, a series of lakes as depicted in Exhibit C subject to further engineering studies, park space, including plazas, green space and trails to be mutually agreed upon by City and Developer, landscape buffers, monuments and other associated improvements including, but not limited to, lighting, landscaping, furnishings, structures, signage, irrigation, fountains, wells, pump/recirculation systems and mass grading for such improvements and other land within the Property affected by such improvements. Developer shall complete in a good and workmanlike manner construction of such parks, open space, and water feature improvements necessary to serve such phase. Upon the completion of such Improvements, the City shall own, maintain, and operate the parks, open spaces and water feature Improvements.

(g) Public Parking Structures. Developer is responsible for the design, installation and construction of public parking structure(s), subject to a parking study, to support enhanced pedestrian experience and density. Parking garages are estimated to hold approximately 1,100 spaces. Upon inspection, approval and acceptance, City shall own, maintain, and operate the Public Parking Structure(s).

6. Property Acquisition for Improvements. Prior to Developer construction of Improvements, the City shall draw allocated funds from the Canals at the Reserve Account to purchase permanent public easements and/ or land for public right-of-way, parks, water features, any civic or municipal uses, parking structures or other public Improvements at fair market value pursuant to a separate property acquisition agreement between the Parties.

7. Oversizing of Improvements. Developer shall not be required to construct any water, sewer, drainage, roadway, dry utility or any other Improvements so that it is oversized to provide a benefit to land outside the Property ("**Oversized Improvements**") unless (i) before the commencement of construction, the City has made arrangements to finance increase in the costs of construction attributable to the oversizing requested by the City from sources other than the Canals at the Reserve Account, and (ii) such oversizing will not cause any material delays in the Developer's development schedule.

8. Offsite Improvements. Construction budget in Exhibit B assumes adequate capacity and design has been provided in adjacent roads and utilities, and therefore no Offsite Improvements are required. If such Offsite Improvements are determined to be required, the City shall construct, or provide additional funding in the Canals at the Reserve Account for Developer to construct any offsite water, sewer, drainage, roadway or dry utility Improvements so that it is adequate to serve the density and design of the Property ("**Offsite Improvements**").

9. Offsite Property Acquisition. If Offsite Improvements are determined to be required, prior to the Developer's commencement of construction, the City agrees to work with Developer in good faith to assist with the acquisition of any off-site property rights and interests to allow the Offsite Improvements to be constructed to serve the Property, and the costs of any such acquisitions may be paid from the Canals at the Reserve Account. The City, in its sole discretion, may take reasonable steps to secure same through the use of the City's power of eminent domain. The City agrees to allow Developer the use of any City easements, rights of way, or City owned property as is reasonably necessary for the construction and installation of the Offsite Improvements.

10. Compliance with Laws and Zoning. Construction of the Project must be done in accordance with all applicable federal, state and local laws, codes, and regulations, including but not limited to the Zoning Ordinance for the Property, as may be amended, as well as the Master Plan attached hereto as Exhibit C, any concept plans or phasing plans approved by City as required by the Zoning Ordinance.

11. City Fees. On a case-by-case basis, at the City's sole discretion, collection of City Fees, including Impact Fees, park fees and permit fees, due from Developer for projects within the Master Plan may be waived or deferred until a certificate of occupancy is issued by the City for each phase of the Project.

#### **ARTICLE 4.**

#### **CITY COMMITMENTS; PUBLIC FUNDING**

1. Public Funding. The Public Parties agree to provide funding for one hundred percent (100%) of the acquisition, design and construction Improvements Costs from sources identified in a separate funding agreement to be negotiated by the Developer and the City (the "**Funding**").

**Agreement**”). The Public Parties agree to deposit funding into the Canals at the Reserve Account as provided in the Funding Agreement and as follows:

(a) The City shall make an initial deposit into the Canals at the Reserve Account for the design of the Phase 1 Improvements within sixty (60) days of the approval of the design budget as provided for in Article 3, Section 3(b) of this Agreement.

(b) The City shall make an additional deposit (or series of deposits, if the City is able to demonstrate that it has funding available to move from a separate account as mutually agreed to by the Parties), into the Canals at the Reserve Account within sixty (60) days of issuance of a notice to proceed to a general contractor for the Phase 1 Improvements to cover one hundred percent (100%) of the costs estimated in Exhibit B attached hereto.

(c) Once the Private Investment obligations for Phase 1 of the Project have been fully satisfied by the Developer, as outlined in Article 3, Section 2, Developer shall submit a budget for design and construction of additional Improvements to be approved by City, which may be designed and constructed in one or more additional phases. The City shall deposit one hundred percent (100%) of the funding actually required to cover the remainder of the design of the Improvements estimated in Exhibit B attached hereto into the Canals at the Reserve Account for each future phase, within sixty (60) business days of its approval of the design plans for the applicable phase of Improvements. The City shall make an additional deposit (or series of deposits, if the City is able to demonstrate that it has funding available to move from a separate account as mutually agreed to by the Parties), equal to one hundred percent (100%) of the funding actually required to cover the remainder of the construction costs of the Improvements estimated in Exhibit B attached hereto into the Canals at the Reserve Account for each future phase within sixty (60) days of issuance of a notice to proceed to a general contractor for construction of the Improvements and site plan approval for development of the Private Investment within the applicable future phase. City’s obligation to fund future phases shall be contingent on Developer satisfying its obligations for Private Investment and milestones set out in this Agreement in Article 3, Section 2(c)-(d), as if said obligations, terms and milestones applied to each respective future phase. For avoidance of doubt, and if applicable, City shall not be required to fund subsequent phase Improvements, until Developer commences construction of the Private Investment within the previous phase within six (6) months of substantial completion of the Improvements for the previous phase, and thereafter diligently pursues completion until Developer’s total Private Investment for the previous phase complies with Article 3, Section 2(e).

2. Non-Compliance from City. Should City fail to meet any of the funding obligations as required in this Agreement, Developer, at Developer’s sole discretion, may advance funding for construction of the Improvements (or segments or sections thereof). If Developer elects to advance such funding to construct the Improvements, the City shall reimburse the Developer or its designees, for actual Improvements Costs, plus interest at the rate of the lesser of ten percent (10%) or the maximum amount allowable by applicable law per annum (a “**Reimbursement Obligation**”) immediately as funds become available. The Developer may, at Developer’s sole discretion, allow the City to offset any Reimbursement Obligation by providing credits to any City fees charged against the Project, including but not limited to, permit fees, impact fees, and park fees, and taxes or tax equivalents paid to City until the Reimbursement Obligation has been fully repaid.

3. Payment Requests.

(a) Subject to the continued satisfaction of all the terms and conditions of this Agreement



by Developer, the Public Parties agree to pay Developer for Improvements Costs from the Canals at the Reserve Account as provided in this Agreement. Only those Improvements Costs approved by the City's city manager or his designee as being in compliance with this Agreement will be considered for payment from the Canals at the Reserve Account. The Canals at the Reserve Account shall only be used to pay Improvements Costs in accordance with this Agreement and the Act.

(b) The City shall make disbursements to Developer from the Canals at the Reserve Account pursuant to a Payment Request (no more frequently than monthly, provided however, a Payment Request may be submitted more than monthly on a case-by-case basis for special requests requiring immediate payment as determined by the City and the Developer) for Improvements Costs including a completed segment, section or portion of an Improvement, as approved by the City Manager, or designee. The Payment Request form is attached hereto as Exhibit E. The City shall review the sufficiency of each Payment Request within fifteen (15) days after receipt thereof and upon approval, payment shall be made to the Developer or its designee from the Canals at the Reserve Account within thirty (30) days of the submission of an approved Payment Request. If a Payment Request is approved only in part, the City shall specify the extent to which the Payment Request is approved and payment for such partially approved Payment Request shall be made to the Developer pursuant to the terms of this Agreement. If the City requires additional documentation, timely disapproves, or questions the correctness or authenticity of the Payment Request, the City shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Request shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction. The Developer and the City will use all reasonable efforts to resolve disputes within thirty (30) days after the City's receipt of a Payment Request, after which time the Developer may pursue its remedies under this Agreement. If the dispute is not resolved within said thirty (30) days, then Developer may request that the dispute be submitted to the City Council for resolution. The decision of the City Council shall be final.

(c) Except as otherwise provided herein, Developer agrees to look solely to the Canals at the Reserve Account, not the City's general fund or other funds, for payment of Improvements Costs. Nothing in this Agreement shall be construed to obligate the City to provide payment of Improvements Costs from any other source of funds or to otherwise require the City to pay the Developer for Improvements Costs in the event there are insufficient funds in the Canals at the Reserve Account to pay Improvements Costs.

4. Chapter 380 Grant. The Public Parties agree to provide an economic development grant incentive pursuant to the provisions of Section 311.010(h) of the Act and the Project and Finance Plan, and Chapter 380, Texas Local Government Code, as amended the sources identified in the Funding Agreement (the "**Grant**") as consideration for Developer's construction of the Improvements supporting the Project.

5. Changes to Improvements Costs. If the Improvements Costs exceed the amount budgeted for a particular line item in Exhibit B attached hereto, then the City and Developer shall collaborate to either (i) value engineer the design and/or scope to decrease costs under the approved Budget, (ii) increase the approved Budget to capture costs of intended design, or (iii) a combination thereof.

6. Funding Sources. City and Developer intend to explore the feasibility of all available avenues as funding sources for the obligations set forth in this Agreement including the creation of a Municipal Management District ("**MMD**") pursuant to the provisions of Chapter 375, Texas Local

Government Code, as amended (the “**MMD Act**”) to provide for the levy of taxes and/ or assessments on the Property within the MMD to fund the ongoing maintenance of the Improvements and the issuance of MMD bonds pursuant to the MMD Act. To the extent permissible by law, the Developer will select the board members of the MMD created for the Property.

## **ARTICLE 5. FUTURE GRANTS**

1. Retail, Restaurant, Entertainment, Hospitality and Office. Developer may apply for, using the city’s standard economic development incentive application on file, as amended, and City will consider future grants to be applied, on a case-by-case basis, to tenants or users that are considered unique, next level destinations. Grants may be applied towards a purchase or acquisition, tenant improvements or additional abatement to a lease to satisfy a gap between market conditions and what such tenant or user can pay as funds are available.

2. Non-binding. Article 5, Section 1, merely evidences the intention and desire of each Party to commit their time and resources to consider future potential grants to benefit the Project. Consequently, Article 5 of this Agreement is not binding upon the Parties. The grants and incentives described in this Article must be set forth in separate agreements, which must be considered and approved by the City Council of City. The parties understand that the City Council’s decision to approve or deny any grants or incentives described in this Article 5 is a discretionary legislative decision. Accordingly, the Parties further understand that the final executed incentive agreements may contain material terms separate and different from the Parties’ desires expressed in this Article.

## **ARTICLE 6. TERMINATION; OFFSET**

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 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;
  - (c) upon written notice by the City, if Developer (excluding any Affiliate unrelated to the Project) suffers an Event of Bankruptcy or Insolvency and such filing is not dismissed or withdrawn within ninety (90) days after the filing thereof;
  - (d) upon written notice by the City, if any taxes, fines, fees, assessments, judgments, or other impositions owed to City become delinquent and such delinquency has not been cured within ninety (90) days after written notice thereof (provided, however, Developer retains the right to timely and properly protest and contest any such taxes, fines, fees, assessments, judgments, or other impositions); or
  - (e) 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.

2. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement; provided, however, any Improvements Costs submitted pursuant to a Payment Request prior to the date of termination, shall still be subject to payment.

3. Offset. The Public Parties may at their individual option, and after delivering written notice to Developer of the intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes, fines, fees, assessments, judgments, or other impositions) lawfully due to any of the Public Parties, regardless of whether or not the debt due to that Public Party has been reduced to judgment by a court.

## ARTICLE 7. MISCELLANEOUS

1. **Indemnification; Governmental Immunities.** DEVELOPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY, ITS OFFICERS, OFFICIALS, CONSULTANTS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY CHARACTER, NAME, AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEY'S FEES, ARISING OUT OF ANY NEGLIGENT ACT OF DEVELOPER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN CONSTRUCTION OR DESIGN OF THE IMPROVEMENTS PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY. THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTHING IN THIS INDEMNITY SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. DEVELOPER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

2. Reporting. Developer shall provide quarterly progress reports to the City in a form mutually agreed to by the Developer and the City, which shall include, but not be limited to updates on construction, financial expenditures, an accounting of public funding with a statement as to financial capacity to perform, and upcoming project phases with ascertainable timelines.

3. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Tarrant County, Texas.

4. Assignment.

(a) This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. Developer may assign all or part of its rights and obligations hereunder: (i) to any Affiliate effective upon written notice to the City; or (ii) to any entity other than an Affiliate with the prior written approval of the City, which approval shall not be unreasonably withheld.

(b) The Developer has the right, from time to time without the consent of the City Council, but upon written notice to the City, to assign any receivables due under this Agreement, in whole or in part, to any person or entity. Each assignment of receivables shall be in writing executed by the Developer and the assignee. A copy of each assignment of receivables shall be provided to the City within fifteen (15) days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City shall pay any such receivables assigned to the assignee named in such assignment. If a copy of the assignment of receivables is not received by the City within fifteen (15) days after execution, the City may pay the Developer and the City shall not be liable to the assignee for any reason and the Developer shall be liable for the payment of all payments made by the City to the Developer of the assigned receivables until the City receives notice of such assignment.

(c) The Developer 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 development within the Property, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

5. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

With a copy to: TOASE, LLP  
Attn: Dean Roggia  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

If to Developer: Stillwater Capital, LLC  
Attn: Aaron Sherman  
4145 Travis, Suite 300  
Dallas, Texas 75204

With a copy to: Winstead PC  
Attn: Ross Martin  
2728 N. Harwood St., Suite 500  
Dallas, Texas 75201

6. Attorneys' Fees. In the event any Person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal).

7. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

8. Binding Obligation. Upon execution of this Agreement by all signatories hereto, this Agreement shall become a binding obligation on the signatories. The Public Parties warrant and represent that the individuals executing this Agreement on behalf of the Public Parties have full authority to execute this Agreement and bind the Public Parties to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to the same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

9. Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any Undocumented Worker as defined herein and according to Tex. Gov't. Code Sec. 2264.001. If after receiving the Economic Development Grant, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), then Developer shall repay the full amount of the payments received in accordance with this Agreement as of the date of such violation not later than one hundred twenty (120) days after the date Developer is convicted.

10. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted to perform shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be



extended for a period of time equal to the period such Party was delayed.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic copy of this Agreement shall be treated for all purposes as an original.

12. Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

13. Limitation of Liability. The Parties further agree that neither Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

14. Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15. Rough Proportionality. As additional consideration for the payments received by Developer under this Agreement, Developer agrees that all dedications, construction costs and other payments made by Developer related to any public improvements are roughly proportional to the need for such public improvements created by the development of the Property and Developer hereby waives any claim therefore that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs, and other payments for any public improvements are related both in nature and extent to the impact of the Project. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

17. Anti-Boycott Verification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the

representations and covenants contained in this Article 7 Section 17 shall survive termination of the Agreement until the statute of limitations has run.

18. Verification under Chapter 2252, Texas Government Code. Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Article 7 Section 18 shall survive termination of the Agreement until the statute of limitations has run.

19. No Discrimination Against Fossil-Fuel Companies. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Article 7 Section 19 shall survive termination of the Agreement until the statute of limitations has run.

20. No Discrimination Against Firearm Entities and Firearm Trade Associations. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Developer understands "affiliate" to

mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Article 7 Section 20 shall survive termination of the Agreement until the statute of limitations has run.

21. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's or Board's written request, Developer agrees to provide the City or Board, within thirty (30) days of the Developer's receipt of such request, access to contract documents, invoices, receipts, records, and reports to verify Developer's compliance with this Agreement.

22. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Improvements Costs Estimate
Exhibit C	Master Plan
Exhibit D	Phase 1 Improvements
Exhibit E	Form of Payment Request

*[SIGNATURES TO FOLLOW.]*

**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**

\_\_\_\_\_  
XXXXXX XXXXXX, Chairman

Date: \_\_\_\_\_

**DEVELOPER:**

**STILLWATER CAPITAL INVESTMENTS, LLC**

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

Name: Aaron Sherman

Title: Manager

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

**BEGINNING**, at the west line of Matlock Road having a Texas State Plane Coordinate System, NAD 83, North Central Zone (4202) grid coordinate of North 6,892,348.42, East 2,400,693.84;

**THENCE**, South 29 degrees, 55 minutes, 44.23 seconds East, a distance of 567.590 feet to a point for corner;

**THENCE**, South 33 degrees, 06 minutes, 30.23 seconds East, a distance of 90.140 feet to a point for corner;

**THENCE**, South 29 degrees, 55 minutes, 43.23 seconds East, a distance of 85.000 feet to a point for corner; said point being the beginning of a curve to the right;

**THENCE**, Along said curve, having a central angle of 30 degrees, 33 minutes, 43.20 seconds, a radius of 995.000 feet, a chord bearing and distance of South 14 degrees, 38 minutes, 52.23 seconds East, 524.470 feet, an arc distance of 530.740 feet to a point at the end of said curve;

**THENCE**, South 00 degrees, 38 minutes, 00.77 seconds West, a distance of 129.510 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

**THENCE**, Along said curve, having a central angle of 110 degrees, 30 minutes, 03.96 seconds, a radius of 115.000 feet, a chord bearing and distance of South 05 degrees, 13 minutes, 08.77 seconds West, 188.980 feet, an arc distance of 221.790 feet to a point at the end of said curve;

**THENCE**, South 29 degrees, 51 minutes, 36.23 seconds East, a distance of 78.956 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

**THENCE**, Along said curve, having a central angle of 18 degrees, 08 minutes, 03.84 seconds, a radius of 1105.000 feet, a chord bearing and distance of South 20 degrees, 37 minutes, 21.23 seconds East, 348.280 feet, an arc distance of 349.738 feet to a point at the end of said curve;

**THENCE**, South 29 degrees, 41 minutes, 23.23 seconds East, a distance of 177.850 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

**THENCE**, Along said curve, having a central angle of 5 degrees, 07 minutes, 57.36 seconds, a radius of 500.610 feet, a chord bearing and distance of South 27 degrees, 07 minutes, 18.23 seconds East, 44.830 feet, an arc distance of 44.845 feet to a point at the end of said curve; said point being the beginning of a non-tangent curve to the left;

**THENCE**, Along said curve, having a central angle of 6 degrees, 22 minutes, 12.72 seconds, a radius of 527.610 feet, a chord bearing and distance of South 27 degrees, 44 minutes, 32.23 seconds East, 58.630 feet, an arc distance of 58.660 feet to a point at the end of said curve;

**THENCE**, South 29 degrees, 41 minutes, 27.23 seconds East, a distance of 81.270 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;



**THENCE**, Along said curve, having a central angle of 88 degrees, 46 minutes, 15.60 seconds, a radius of 58.000 feet, a chord bearing and distance of South 14 degrees, 41 minutes, 29.77 seconds West, 81.140 feet, an arc distance of 89.862 feet to a point at the end of said curve;

**THENCE**, South 59 degrees, 04 minutes, 23.77 seconds West, a distance of 1606.253 feet to a point for corner;

**THENCE**, North 75 degrees, 40 minutes, 33.00 seconds West, a distance of 36.018 feet to a point for corner;

**THENCE**, North 30 degrees, 28 minutes, 34.00 seconds West, a distance of 25.140 feet to a point for corner;

**THENCE**, North 30 degrees, 22 minutes, 19.00 seconds West, a distance of 51.590 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

**THENCE**, Along said curve, having a central angle of 17 degrees, 48 minutes, 18.00 seconds, a radius of 914.000 feet, a chord bearing and distance of North 39 degrees, 17 minutes, 25.00 seconds West, 282.890 feet, an arc distance of 284.031 feet to a point at the end of said curve; said point being the beginning of a compound curve to the left;

**THENCE**, Along said curve, having a central angle of 30 degrees, 33 minutes, 24.84 seconds, a radius of 914.000 feet, a chord bearing and distance of North 63 degrees, 28 minutes, 16.85 seconds West, 481.697 feet, an arc distance of 487.454 feet to a point at the end of said curve;

**THENCE**, North 29 degrees, 15 minutes, 04.00 seconds West, a distance of 1147.565 feet to a point for corner;

**THENCE**, North 29 degrees, 26 minutes, 33.00 seconds West, a distance of 839.410 feet to a point for corner;

**THENCE**, North 30 degrees, 07 minutes, 05.99 seconds West, a distance of 667.664 feet to a point for corner;

**THENCE**, North 30 degrees, 07 minutes, 05.00 seconds West, a distance of 599.046 feet to a point for corner;

**THENCE**, North 59 degrees, 34 minutes, 19.00 seconds East, a distance of 602.393 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

**THENCE**, Along said curve, having a central angle of 46 degrees, 33 minutes, 12.60 seconds, a radius of 145.000 feet, a chord bearing and distance of North 82 degrees, 50 minutes, 53.00 seconds East, 114.600 feet, an arc distance of 117.814 feet to a point at the end of said curve;

**THENCE**, South 73 degrees, 44 minutes, 12.00 seconds East, a distance of 164.490 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

**THENCE**, Along said curve, having a central angle of 14 degrees, 56 minutes, 32.64 seconds, a radius of 785.370 feet, a chord bearing and distance of South 66 degrees, 04 minutes, 21.00 seconds East, 204.240 feet, an arc distance of 204.820 feet to a point at the end of said curve;

**THENCE**, North 28 degrees, 27 minutes, 50.00 seconds East, a distance of 339.780 feet to a point for corner;

**THENCE**, North 74 degrees, 40 minutes, 12.00 seconds East, a distance of 20.780 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

**THENCE**, Along said curve, having a central angle of 11 degrees, 33 minutes, 58.68 seconds, a radius of 1140.000 feet, a chord bearing and distance of South 52 degrees, 57 minutes, 45.68 seconds East, 229.741 feet, an arc distance of 230.132 feet to a point at the end of said curve;

**THENCE**, South 47 degrees, 10 minutes, 47.17 seconds East, a distance of 302.870 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

**THENCE**, Along said curve, having a central angle of 50 degrees, 36 minutes, 33.84 seconds, a radius of 1060.000 feet, a chord bearing and distance of South 72 degrees, 29 minutes, 03.06 seconds East, 906.156 feet, an arc distance of 936.299 feet to a point at the end of said curve;

**THENCE**, South 06 degrees, 24 minutes, 37.23 seconds East, a distance of 73.347 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

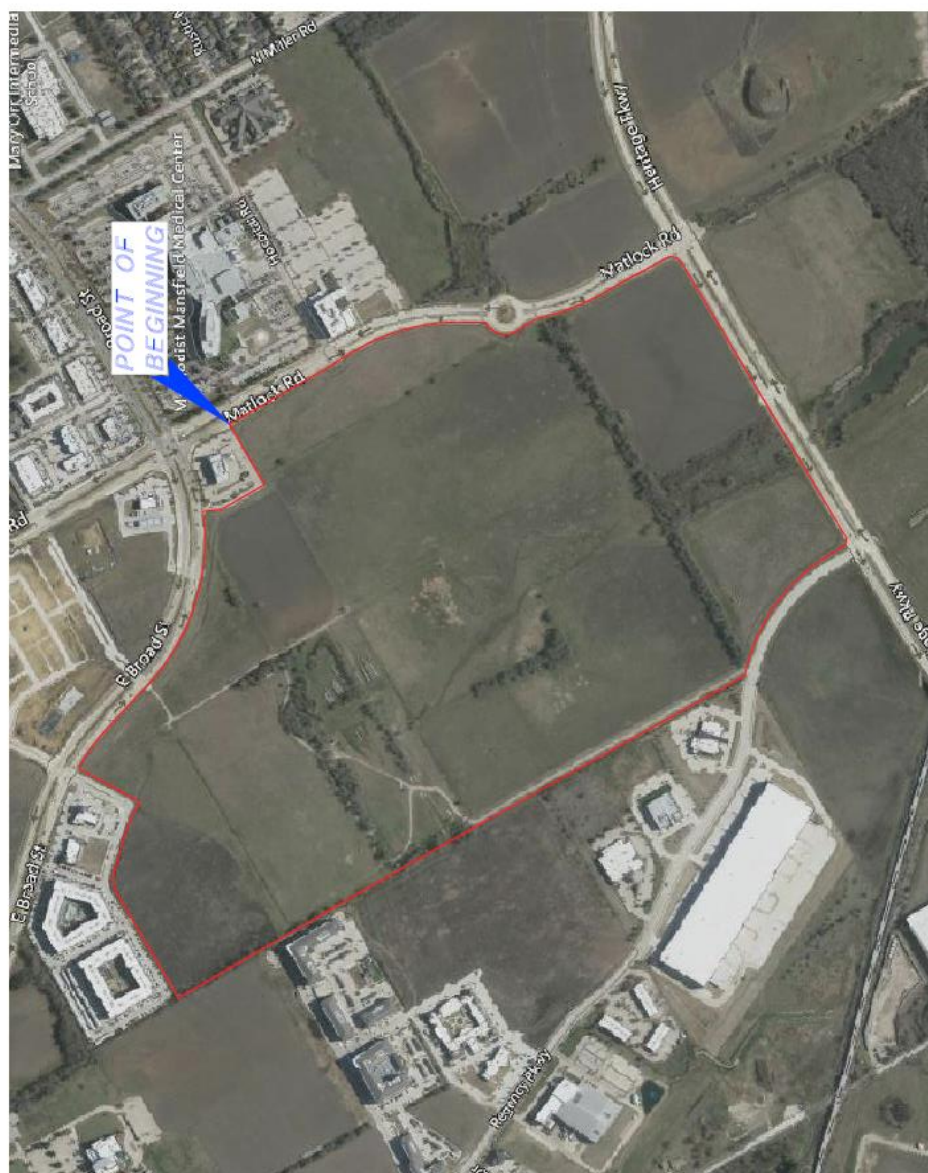
**THENCE**, Along said curve, having a central angle of 23 degrees, 41 minutes, 22.20 seconds, a radius of 115.000 feet, a chord bearing and distance of South 18 degrees, 15 minutes, 09.23 seconds East, 47.210 feet, an arc distance of 47.548 feet to a point at the end of said curve;

**THENCE**, South 30 degrees, 06 minutes, 00.23 seconds East, a distance of 218.970 feet to a point for corner;

**THENCE**, North 60 degrees, 04 minutes, 59.77 seconds East, a distance of 348.680 feet to the **POINT OF BEGINNING**;

**CONTAINING**: 7,564,921 square feet or 173.667 acres of land, more or less.

OWNING EXHIBIT



**ZONING EXHIBIT**  
LOCATED IN THE CITY OF MANSFIELD, TEXAS  
AND BEING OUT OF THE  
TARRANT COUNTY, TEXAS

7357 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.236.5031	Westwood Unaffiliated Professional Services, Inc.		7357 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.236.5031
DRUGS RT LAH LAH LAH	CHICAGO RT LAH LAH LAH	SEATTLE NONE NONE NONE	JOHN ADAMS AUGUST 2024 H072747 DO

ISSUES, OVENING APM NO. 11756

## EXHIBIT B

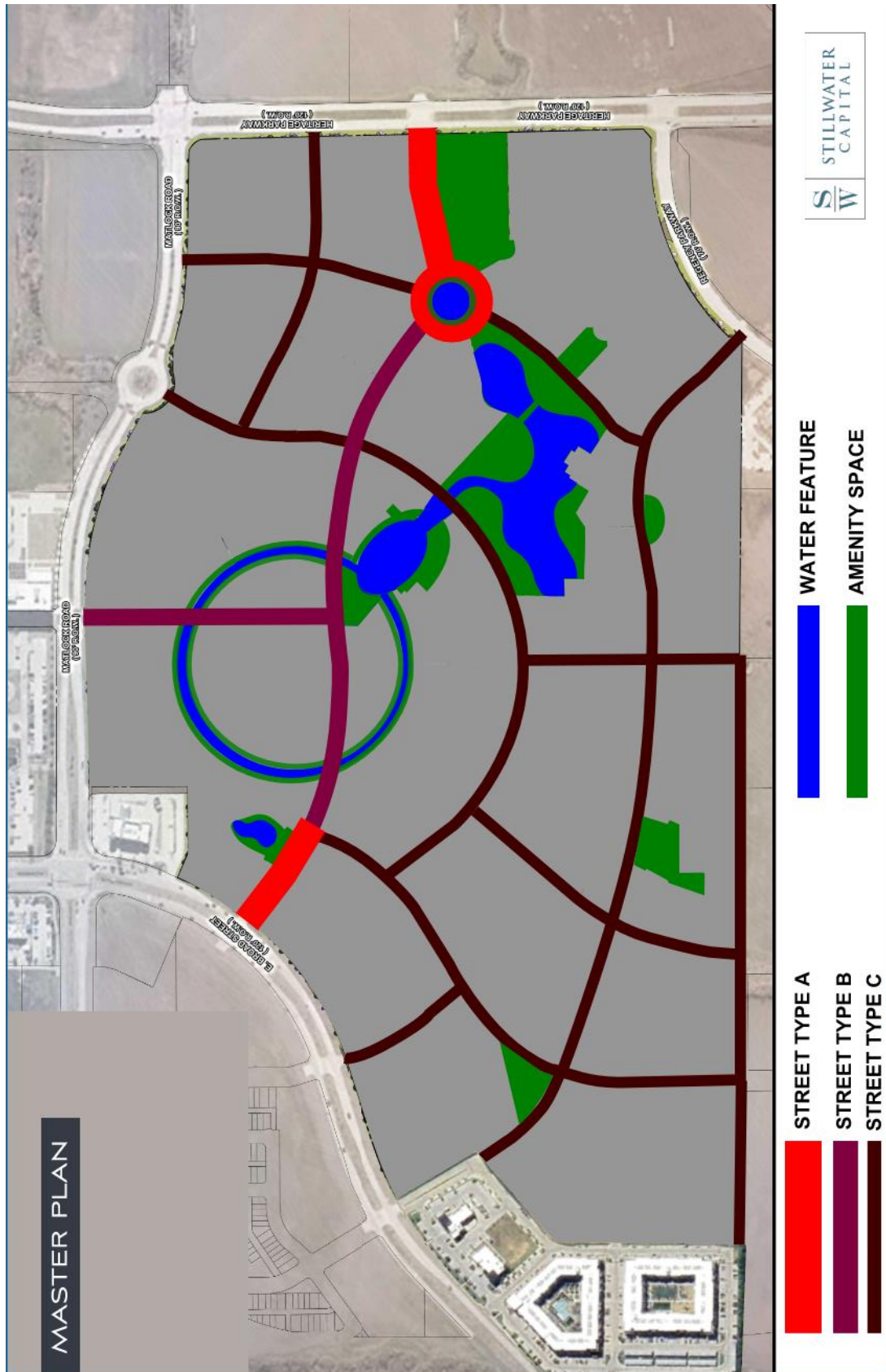
### Improvements Costs Estimate

Item	Phase 1 Cost	Future Phases	Total
<b><i>Streets</i></b>			
Street Type A	\$6,731,662	\$0	\$6,731,662
Street Type B	\$24,220,630	\$0	\$24,220,630
Street Type C	\$9,591,952	\$45,697,638	\$55,289,589
<b><i>Streets Subtotal</i></b>	<b><i>\$40,544,243</i></b>	<b><i>\$45,697,638</i></b>	<b><i>\$86,241,881</i></b>
<b><i>Amenities</i></b>			
Canals	\$33,010,933	\$0	\$33,010,933
Parks & Open Space	\$21,969,343	\$5,506,487	\$27,475,831
<b><i>Parks &amp; Open Space Subtotal</i></b>	<b><i>\$54,980,276</i></b>	<b><i>\$5,506,487</i></b>	<b><i>\$60,486,763</i></b>
<b><i>Parking Structures Subtotal</i></b>	<b><i>\$0</i></b>	<b><i>\$48,994,800</i></b>	<b><i>\$48,994,800</i></b>
<b>Phase 1 Total</b>	<b>\$95,524,519</b>	<b>\$100,198,925</b>	<b>\$195,723,444</b>

Budget numbers are based on conceptual design as shown on Exhibit C-1, and will be adjusted upon completion of final design. Improvements Costs include the actual costs for the design, planning, installation, construction and/or implementation of the Improvements; the fees for obtaining permits, licenses, or other governmental approvals for such Improvements; the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; the costs for all labor, insurance, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of Improvements; costs to acquire land.

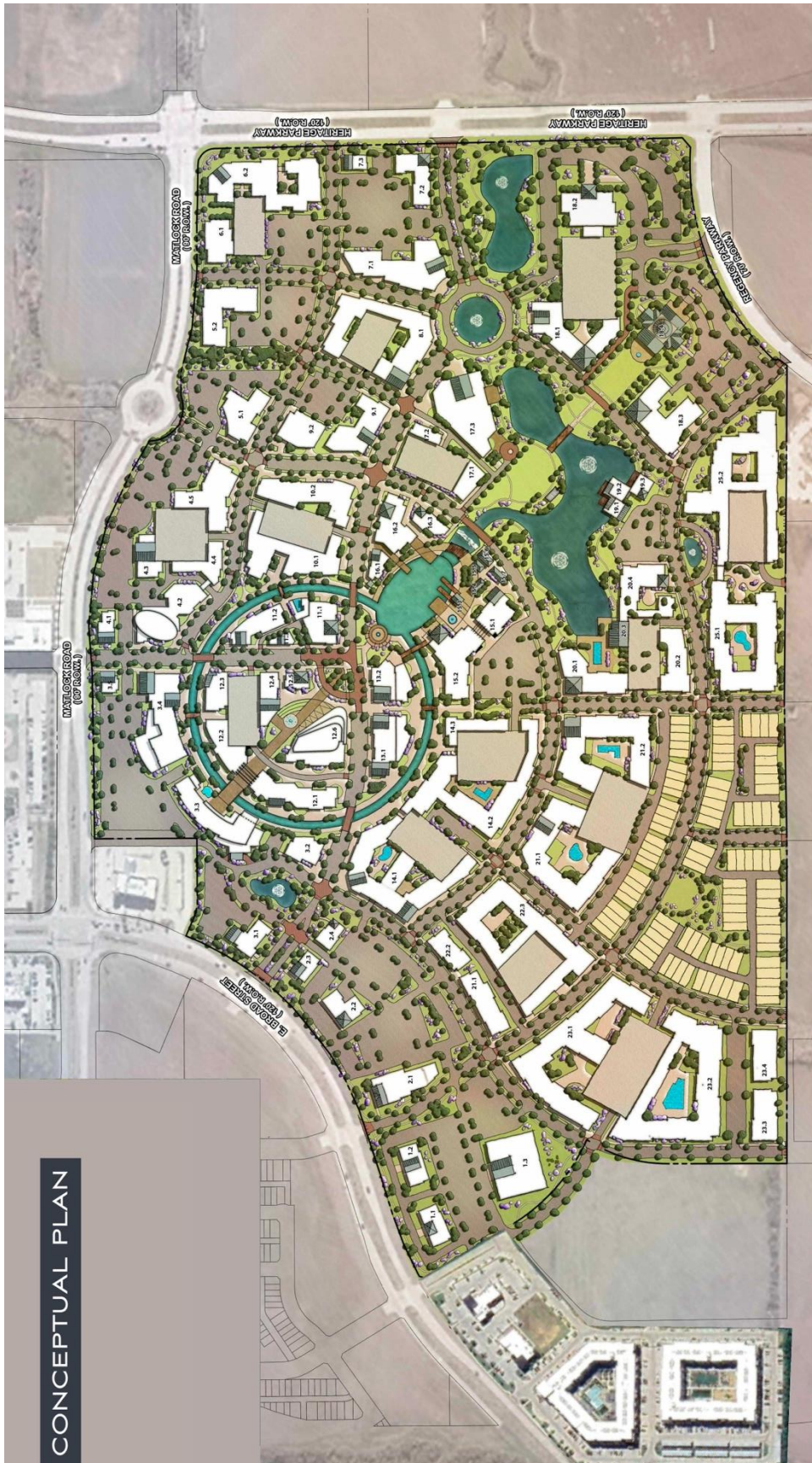
## EXHIBIT C

### Master Plan





## EXHIBIT C-1 Master Plan Conceptual Design

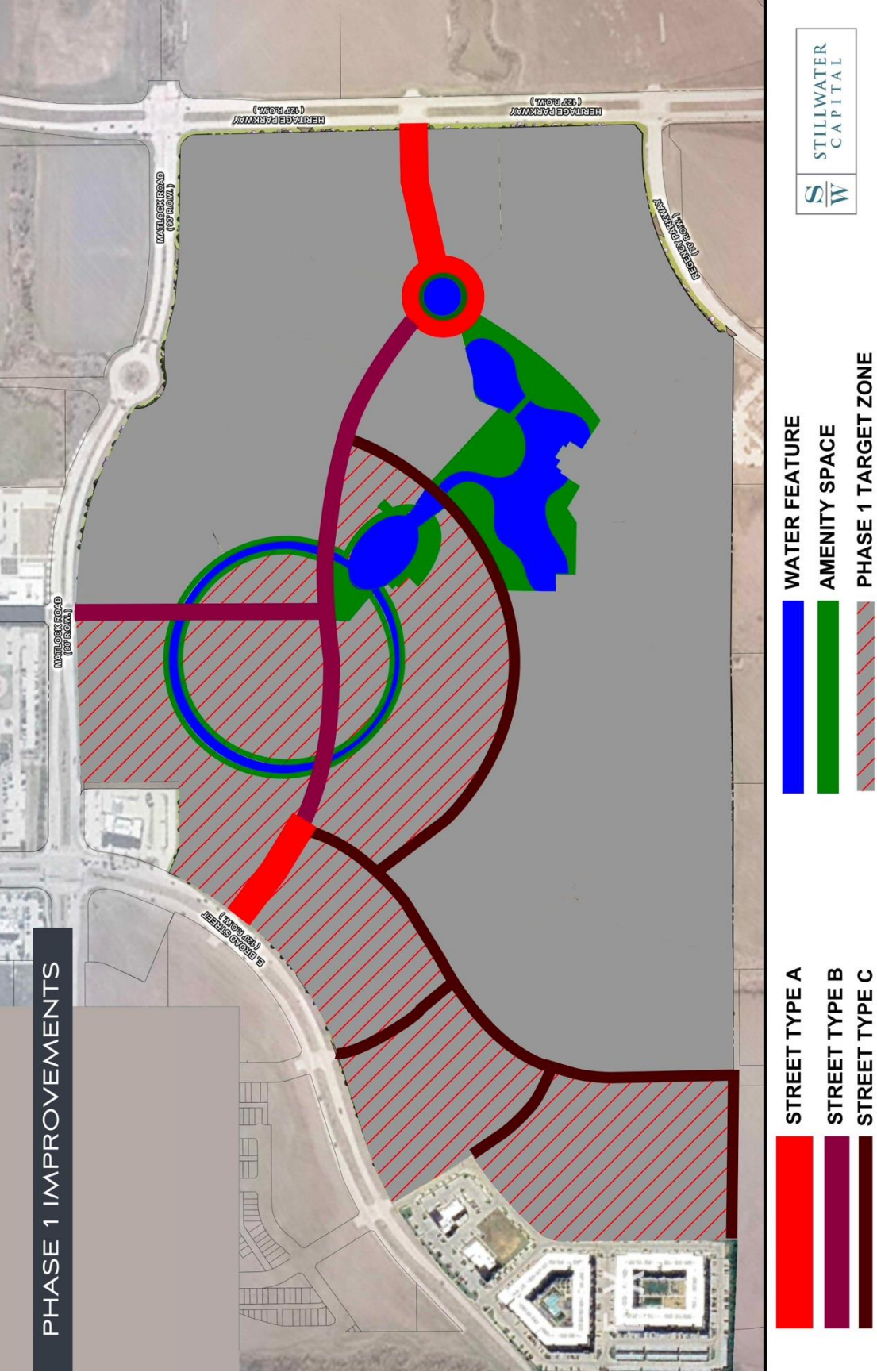


Final layout and design are subject to environmental studies, engineering, landscape and architectural design, municipal standards, building code, market conditions and other relevant standards. This Conceptual Plan is for illustrative purposes only and is subject to change.





EXHIBIT D  
Phase 1 Improvements



**EXHIBIT E**  
**Form of Payment Request**

The undersigned is a duly authorized representative for Stillwater Capital, LLC, a Texas limited liability company or its affiliate (“Developer”) and requests payment from the Canals at the Reserve Account from the City of Mansfield, Texas (the “City”) in the amount of \$\_\_\_\_\_ for the Improvements Costs identified herein.

In connection to the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized representative of Developer, is qualified to execute this Payment Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Improvement(s) has not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Improvement(s) below is a true and accurate representation of the costs associated with construction of said Improvements, and such costs are in compliance with The Reserve Master Development Agreement between the Developer and the City.
4. The work with respect to the Improvement(s) referenced below (or its completed segment) has been completed and the City may begin inspection of the Improvements.
5. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review. In no event shall the City require both an all-bills-paid affidavit and copies of cleared checks to be provided as supporting documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

**Payments requested hereunder shall be made as directed below:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

**Payments requested should include the following:**

<b>Payee / Description of Improvement</b>	<b>Total Cost of Improvement</b>	<b>Budgeted Cost of Improvement</b>	<b>Amount to be paid from the Canals at the Reserve Account</b>

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

After receiving this Payment Request, the City is authorized to inspect the Improvement(s) (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and plans. Afterwards, the City must then accept or deny this Payment Request.

I hereby declare that the above representations and warranties are true and correct.

**STILLWATER CAPITAL INVESTMENTS,  
LLC**

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

Name: Aaron Sherman

Title: Manager



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6264

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Second Amendment to the Economic Development Agreement between the City of Mansfield, Texas, the Mansfield Economic Development Corporation, the Board of Directors of Reinvestment Zone Number One in the City of Mansfield, Texas, and Admiral Legacy, LLC; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Authorizing the City Manager or his Designee, The MEDC Board President, and Chairman of TIRZ #1 Board, to Execute Said Agreement; And Declaring an Effective Date (MEDC)

**Requested Action**

To Consider the Resolution

**Recommendation**

To Approve the Resolution

**Description/History**

This resolution authorizes an amendment to the original economic development agreement between the City of Mansfield, the Mansfield Economic Development Corporation (MEDC), and Admiral Legacy Investments. The amendment addresses a new requirement from Union Pacific Railroad concerning stormwater drainage at a 17-acre property located at the northwest corner of Regency Parkway and Heritage Parkway.

Initially, the agreement did not require drainage detention for the property. However, the railroad has since indicated that while the volume of water flowing through the channel is acceptable, the speed at which the water flows cannot increase. This presents a challenge for any development on the site, as the railroad will not permit modifications to the existing drainage channel.

To address this, the MEDC will design and construct a drainage detention system on nearby city-owned land to slow the water flow upstream before it reaches the railroad's channel. This solution will be implemented at no additional cost to the developer. The amendment formalizes this arrangement, ensuring that the drainage requirements are met without impacting the planned development of the site.

**Justification**



This work is needed to unlock development on the 17 acre tract and it will also help with any drainage requirements further upstream on undeveloped property.

**Funding Source**

MEDC

**Prepared By**

Jason Moore, Executive Director, MEDC

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, TEXAS, THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE IN THE CITY OF MANSFIELD, TEXAS, AND ADMIRAL LEGACY, LLC; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, THE MEDC BOARD PRESIDENT, AND CHAIRMAN OF TIRZ #1 BOARD, TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE. (MEDC)**

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

**WHEREAS**, the Parties entered into an Economic Development Agreement, effective February 13, 2023, amended on June 4, 2024, for the development of approximately 17 acres of real property located in Tarrant County, Texas; and,

**WHEREAS**, the initial agreement did not require a drainage detention solution for the property, as the stormwater drainage system was deemed sufficient for the volume of water flowing through existing channels under the Union Pacific Railroad; and,

**WHEREAS**, the Union Pacific Railroad has now imposed a new condition, requiring that the velocity of water flowing through its channel not exceed current rates, which makes it necessary to develop a drainage detention solution to slow upstream drainage; and,

**WHEREAS**, the MEDC has agreed to design and construct a drainage detention system on adjacent city-owned property to ensure compliance with the railroad's requirements without hindering the planned development; and,

**WHEREAS**, no additional funds are being granted to the developer for this work, and the drainage detention system will be fully funded by the MEDC to provide a permanent solution.

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

**SECTION 1.**

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

**SECTION 2.**

The City Council hereby authorizes the Second Amendment to the Economic Development

Agreement with Admiral Legacy Investments, LLC, to address the necessary drainage requirements for the property located at the northwest corner of Regency Parkway and Heritage Parkway.

### **SECTION 3.**

The City Council authorizes the Mansfield Economic Development Corporation to design, fund, and construct the drainage detention system on city-owned property, ensuring that stormwater drainage from the site meets the new requirements set forth by the Union Pacific Railroad.

### **SECTION 4.**

The City Manager or his designee, the MEDC Board President, and Chairman of TIRZ #1 Board are authorized to execute said amendment.

### **SECTION 5.**

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

### **SECTION 6.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

## **SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT**

This Second Amendment to Economic Development Agreement (this “Second Amendment”) is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by the City of Mansfield, a Texas home rule municipal corporation (the “City”), the Mansfield Economic Development Corporation (the “MEDC”), a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (the “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 (the “Company”). City, MEDC, Board, and Company may sometimes hereafter be referred to individually as a “party” or collectively as the “parties”.

### **RECITALS**

**WHEREAS**, the City, MEDC, Board, and Company entered into that certain Economic Development Agreement with an Effective Date of February 13, 2023, and amended by the First Amendment dated June 4, 2024 (collectively, the “Agreement”), covering approximately 17 acres of real property located in Tarrant County, Texas, as more particularly described in the Agreement (the “Property”); and

**WHEREAS**, the findings, recitals, and all other terms and conditions in the Agreement are incorporated into this Second Amendment as if fully set forth herein, and defined terms shall have the meaning assigned to such terms in the Agreement, unless otherwise defined herein; and

**WHEREAS**, the City, MEDC, Board, and Company desire to amend the Agreement as specified below.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the City, MEDC, Board, and Company agree to amend Article 4 of the Agreement by adding a new Section 4.3.1 and Section 4.3.2 as follows:

1.     4.3.1   Temporary Drainage Solution.
  - i.       The MEDC shall provide and pay for all expenses for a temporary water drainage solution on the Property as required by the City Engineer, and as to not interfere with the planned development of Phase 1A and Phase 1B. The temporary water drainage solution shall be installed by the City before Company’s Commencement of Construction of Phase 1A.
  - ii.      The temporary water drainage solution shall stay in place until the permanent water drainage solution (described below) is installed and accepted by the City Engineer.
2.     4.3.2   Permanent Drainage Solution.

- i. The MEDC or the City shall provide and pay for all expenses for a permanent water drainage solution prior to Company's Commencement of Construction of Phase 2. The permanent water drainage solution shall ensure that the Property is properly drained according to the City's engineering standards and best practice.
3. Ratification. The Agreement remains in full force and effect and all of its terms and conditions are ratified and confirmed, except as expressly modified by this Second Amendment. If there is a conflict between the terms and conditions of the Agreement and this Second Amendment, then the terms and conditions of this Second Amendment control.
4. Counterparts. This Second Amendment may be executed in any number of identical counterparts, each of which is considered an original, but together are one agreement. Facsimile, pdf and email signatures are binding on the party providing the facsimile, pdf or email signatures.

In witness whereof, the parties hereto have executed this Second Amendment to be effective as of the date and year first written above.

**CITY:**

CITY OF MANSFIELD, TEXAS  
a Texas home rule municipality

By: \_\_\_\_\_  
Joe Smolinski, City Manager, or designee

**MEDC:**

Mansfield Economic Development Corporation,  
a Texas non-profit corporation

By: \_\_\_\_\_  
Board President

**BOARD:**

Board of Directors of Reinvestment Zone Number  
One, City of Mansfield

By: \_\_\_\_\_  
Chairman

**COMPANY:**

Admiral Legacy Investments, LLC  
A Texas limited liability company

By: \_\_\_\_\_  
Ese Aihie, President





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6262

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the October 14, 2024 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 October 14, 2024 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

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Monday, October 14, 2024

1:00 PM

Council Chambers

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#### REGULAR MEETING

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

*Mayor Evans called the meeting to order at 1:00 p.m.*

**Present** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

##### PROCLAMATION

[24-6244](#)

Municipal Courts Week

*Mayor Evans and the City Council presented the proclamation to Court Administrator Heather Leonard and her staff.*

##### WORK SESSION

Discussion Regarding Chapter 90 Animal Care and Control Ordinance Revisions

*Director of Regulatory Compliance Nicolette Ricciuti presented the item and spoke on various housekeeping updates and additions made to the animal control ordinance. She touched on HB 1750 in regards to the definition of agricultural operation, which includes the raising or keeping of livestock, and spoke on the restrictions imposed on cities. Nicolette then touched on the keeping of livestock or domestic fowl, and answered Council questions. This discussion will be continued at the next City Council meeting.*

##### RECESS INTO EXECUTIVE SESSION

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 1:25 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 1:30 p.m. Mayor Evans recessed the executive session at 5:37 p.m.*

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

Seek Advice of City Attorney Regarding Public Safety

Seek Advice of City Attorney Regarding the Use of American Rescue Plan Act Funds

Seek Advice of City Attorney Regarding Vexatious Requestors Ordinance

Seek Advice of City Attorney Regarding Notice Issuance Procedures

Seek Advice of City Attorney Regarding Zoning Provisions for Retail Sales of Alcohol

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**

Evaluation of the City Manager

Evaluation of the City Secretary

**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 #21-04

Economic Development Project #21-10

Economic Development Project #21-32

Economic Development Project #21-33

Economic Development Project #22-04

Economic Development Project #22-24

Economic Development Project #24-11

**6:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE  
INTO REGULAR BUSINESS SESSION**

*Mayor Evans reconvened the meeting into regular business session at 5:56 p.m.*

**INVOCATION**

*Stoney Short gave the Invocation.*

**PLEDGE OF ALLEGIANCE**

*Council Member Newsom led the Pledge of Allegiance.*

**TEXAS PLEDGE**

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

*Mayor Pro Tem Tonore led the Texas Pledge.*

**PRESENTATION**

Guinness Book of World Records

*Deputy City Manager Troy Lestina introduced representatives from Sky Elements Drones, who were awarded a Guinness Book of World Records for the most remote operated multirotor/drones launching fireworks simultaneously. The event occurred in Mansfield on September 28, 2024.*

President's Volunteer Service Award

*Mayor Evans and the City Council presented the President's Volunteer Service Award to the Church of Jesus Christ of Latter-Day Saints, RCCG Lighthouse for the Nations Church, and H.I.M. Center Food Bank.*

**PROCLAMATION**

[24-6224](#)

Tarrant Regional Water District Celebrates 100th Anniversary

*Mayor Evans and the City Council presented the proclamation to Linda Christie with TRWD.*

**CITIZEN COMMENTS**

*Tom Corbin, P.O. Box 237 - Mr. Corbin spoke regarding the City Charter, contracts, and agenda item 24-6232.*

*Wayne Wilshire, 1101 Pinehurst Court - Mr. Wilshire spoke regarding property taxes.*

*Mayor Evans noted the following non-speaker cards:*

*Gary Cardinale, 5 Velvet Court - Oppose Agenda Items 24-6183 and 24-6232*

*Jackie Tatum, 1404 Fairhaven Drive - Oppose Agenda Items 24-6183 and 24-6232*

*Donna Fair, 1010 Brook Arbor Drive - Oppose Agenda Items 24-6183 and 24-6232*

## **COUNCIL ANNOUNCEMENTS**

*Council Member Short spoke on the Fellowship of Christian Athletes Fields of Faith event.*

*Council Member Bounds commented on the Haunt the Block event and the Veterans Benefits Seminar.*

## **APPROVAL OF SUB-COMMITTEE MINUTES**

### **[24-6221](#)**

Minutes - Approval of the September 23, 2024 Local Transportation Issues Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and Fresquez)

*Mayor Pro Tem Tonore gave a brief report of the meeting.*

**A motion was made by Mayor Pro Tem Tonore to approve the minutes of the September 23, 2024 Local Transportation Issues Sub-Committee Meeting as presented. Seconded by Council Member Fresquez. The motion CARRIED by the following vote:**

**Aye:** 3 - Todd Tonore;Tamera Bounds and Juan Fresquez

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 4 - Larry Broseh;Michael Evans;Brent Newsom and Julie Short

### **[24-6222](#)**

Minutes - Approval of the September 23, 2024 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Bounds (Chair), Short, and Tonore)

*Council Member Bounds gave a brief report of the meeting.*

**A motion was made by Council Member Short to approve the minutes of the September 23, 2024 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting as presented. Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:**

**Aye:** 3 - Todd Tonore;Tamera Bounds and Julie Short

**Nay:** 0

**Abstain:** 0



**Non-Voting:** 4 - Larry Broseh; Michael Evans; Brent Newsom and Juan Fresquez

## **STAFF COMMENTS**

### **City Manager Report or Authorized Representative**

Current/Future Agenda Items

Car Seat Safety Initiative

*Municipal Court Administrator Heather Leonard and Sergeant Jared McGinley spoke on the car seat safety initiative.*

Bulky Waste Pickup Update

*Executive Director of Public Works Jeff Price thanked Council Member Bounds for meeting with him and a resident over some concerns regarding bulky waste collection. He spoke on bulky waste, specifically the missing element of what residents should do with construction waste. Jeff spoke on two opportunities being investigated to remedy this issue.*

## **TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

*There was no action taken.*

## **CONSENT AGENDA**

### **[24-6183](#)**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract with McAdams in an Amount Not to Exceed \$341,500.00 for the Design and Engineering Services Related to the Phase 1 Infrastructure for the New Town Center Project; Finding That the Meeting at Which This Is Approved Is Open to the Public as Required by Law; and Declaring an Effective Date (Certificates of Obligation)

**A motion was made by Mayor Pro Tem Tonore to approve the following resolution:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH MCADAMS IN AN AMOUNT NOT TO EXCEED \$341,500.00 FOR THE DESIGN AND ENGINEERING SERVICES RELATED TO THE PHASE 1 INFRASTRUCTURE FOR THE NEW TOWN CENTER PROJECT; FINDING THAT THE MEETING AT WHICH THIS IS APPROVED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (CERTIFICATES OF OBLIGATION)**

**(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; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4260-24

[24-6233](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Contract Between the City of Mansfield, TX and Raba Kistner, Inc. in an Amount Not to Exceed \$184,922.10 for the Construction Materials Observation and Testing Services of the Mansfield Staybolt Development; Finding That the Meeting at Which This Is Approved Is Open to the Public as Required by Law; and Declaring an Effective Date (Street Bond Fund)

**A motion was made by Mayor Pro Tem Tonore to approve the following resolution:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD AND RABA KISTNER, INC. IN AN AMOUNT NOT TO EXCEED \$184,922.10 FOR THE CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES OF THE MANSFIELD STAYBOLT DEVELOPMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (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:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4261-24

[24-6236](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment of Interlocal Agreement for Heritage Parkway Between the City of Mansfield, TX and Tarrant County in an Amount Not to Exceed \$2,807,000.00 for the Cooperative Funding for Heritage Parkway; Finding That the Meeting at Which This Is Approved Is Open to the Public as Required by Law; and Declaring an Effective Date (South Main Street to Commerce Drive)

**A motion was made by Mayor Pro Tem Tonore to approve the following resolution:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT OF INTERLOCAL AGREEMENT FOR HERITAGE**

**PARKWAY BETWEEN THE CITY OF MANSFIELD, TX AND TARRANT COUNTY IN AN AMOUNT NOT TO EXCEED \$2,807,000.00 FOR THE COOPERATIVE FUNDING FOR HERITAGE PARKWAY (SOUTH MAIN STREET TO COMMERCE DRIVE); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING 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:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4262-24

[24-6237](#)

Resolution - A Resolution Awarding Contracts for the Construction of Matlock Road Left Turn Lane Improvements Including Capko Concrete Structures, LLC. for Construction, Brittain and Crawford, LLC for Surveying, and Raba Kistner, Inc. for Material Testing and Authorizing Funding for an Amount Not to Exceed \$275,129.86; Finding That the Meeting at Which This Is Approved Is Open to the Public as Required by Law; and Declaring an Effective Date (Street Bond Fund)

**A motion was made by Mayor Pro Tem Tonore to approve the following resolution:**

**A RESOLUTION AWARDING CONTRACTS FOR THE CONSTRUCTION OF MATLOCK ROAD LEFT TURN LANE IMPROVEMENTS INCLUDING CAPKO CONCRETE STRUCTURES, LLC. FOR CONSTRUCTION, BRITTAIN AND CRAWFORD, LLC FOR SURVEYING, AND RABA KISTNER, INC. FOR MATERIAL TESTING AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$275,129.86; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (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:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4263-24

[24-6243](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a 24-month Agreement with In-Pipe Technology in an amount not to

exceed \$312,000 Annually to Install, Maintain Equipment, and Treat Wastewater Through Microbial Dosing in the Wastewater Collection System; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required By Law; and Declaring an Effective Date (Utility Fund)

**A motion was made by Mayor Pro Tem Tonore to approve the following resolution:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A TWENTY-FOUR MONTH AGREEMENT WITH IN-PIPE TECHNOLOGY IN AN AMOUNT NOT TO EXCEED \$312,000 ANNUALLY TO INSTALL, MAINTAIN EQUIPMENT, AND TREAT WASTEWATER THROUGH MICROBIAL DOSING IN THE WASTEWATER COLLECTION SYSTEM; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (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:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4264-24

#### [24-6219](#)

Minutes - Approval of the September 23, 2024 Regular City Council Meeting Minutes

**A motion was made by Mayor Pro Tem Tonore to approve the minutes of the September 23, 2024 Regular City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

#### **ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**

#### [24-6232](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement and a Notice of Sale; and Providing for the Effective Date Thereto

*Mayor Pro Tem Tonore removed this item from the consent agenda. Troy Lestina and City Manager Joe Smolinski spoke and answered Council questions.*

**A motion was made by Mayor Pro Tem Tonore to approve the following resolution:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND A NOTICE OF SALE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4265-24

### **END OF CONSENT AGENDA**

### **PUBLIC HEARING AND FIRST AND FINAL READING**

#### **[24-6234](#)**

Ordinance - Public Hearing and First and Final Reading on an Ordinance Approving Proposed Amendments of Title XV of the Mansfield, Texas Code of Ordinances, Entitled "Land Usage", to Amend Section 155.012 To Add a New Definition For Package Stores; Amending Subsection 155.054(B), Table F, To Permit Package Stores Within a PD, Planned Development District; Amending Section 155.056 Related To Security Gates And Shutters; Amending Section 155.099 To Provide New Special Conditions For Package Stores.; Providing for 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 for an Effective Date (OA#24-007)

*Assistant City Manager Matt Jones presented the item and answered Council questions. City Attorney Ashley Dierker spoke.*

*Mayor Evans opened the public hearing at 6:47 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 6:47 p.m.*

**A motion was made by Mayor Pro Tem Tonore to approve the first and final reading of the following ordinance:**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, BY AMENDING SECTION 155.012 TO ADD A NEW DEFINITION FOR PACKAGE STORES; AMENDING SUBSECTION 155.054(B), TABLE F, TO PERMIT PACKAGE STORES WITHIN A PD, PLANNED DEVELOPMENT DISTRICT; AMENDING SECTION 155.056 RELATED TO SECURITY GATES AND SHUTTERS; AMENDING SECTION 155.099 TO PROVIDE NEW SPECIAL CONDITIONS FOR**



**PACKAGE STORES; 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 Broseh. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2387-24

### **PUBLIC HEARING AND FIRST READING**

#### **[24-6235](#)**

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning From C2, Commercial Business District and SF-7.5/12, Single-Family District to D, Downtown District, D-3, Urban Center Zone on Approx. 1.489 Acres, Situated at Lot 3R, Block 20, City of Mansfield, Tarrant County, TX Generally Located South of E. Broad Street, and Approx. 175 Feet Southeast of the Intersection of N. Walnut Creek and E. Broad Street and Addressed as 702 E Broad Street; City of Mansfield, Applicant (ZC#24-011)

*Matt Jones presented the item.*

*Mayor Evans opened the public hearing at 6:50 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 6:50 p.m.*

**A motion was made by Council Member Short to approve the first reading of 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 PROPERTY TO A D, DOWNTOWN DISTRICT, D-3, URBAN CENTER ZONE; 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**

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

Abstain: 0

## **NEW BUSINESS**

### **24-6242**

Ordinance - 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 Five, 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

*Matt Jones presented the item and answered Council questions. Applicant Brian Hall, Hanover Property Company, answered Council questions.*

**A motion was made by Council Member Short to approve the first and final reading of the following ordinance:**

**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 FIVE, 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 Broseh. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2388-24

### **24-6254**

Resolution - A Resolution of the City of Mansfield, Texas Approving the Amendment to the Payment in Lieu of Taxes (PILOT) Agreement Foreign-Trade Zone Site between the City of Mansfield, Texas, and Mouser Electronics, Inc., to Expand the Boundaries of the Existing Foreign-Trade Zone; Authorizing the City Manager or His Designee to Execute Said Amendment and Letter of Non-Objection; and Providing an Effective Date

*Executive Director of Economic Development Jason Moore presented the item.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE AMENDMENT TO PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOREIGN-TRADE ZONE SITE BETWEEN THE CITY OF MANSFIELD, TEXAS, AND MOUSER ELECTRONICS, INC., TO EXPAND THE BOUNDARIES OF THE EXISTING FOREIGN-TRADE ZONE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE SAID AMENDMENT AND LETTER OF NON-OBJECTION; AND PROVIDING AN EFFECTIVE DATE**

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

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

**Aye:** 6 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom and Julie Short

**Nay:** 0

**Abstain:** 1 - Juan Fresquez

Enactment No: RE-4266-24

## **ADJOURN**

A motion was made by Council Member Newsom to adjourn the meeting at 6:57 p.m. Seconded by Council Member Short. The motion **CARRIED** by the following vote:

**Aye:** 6 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom and Julie Short

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 1 - Juan Fresquez

\_\_\_\_\_  
ATTEST: Michael Evans, Mayor

\_\_\_\_\_  
Susana Marin, City Secretary



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6117

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** Old Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Granting Support and Consent to Creation of Somerset Village Municipal Management District of Ellis County and the Inclusion of Approximately 70.897 Acres of Land into the District; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

**Requested Action**

Staff is requesting City Council's review and approval of a granting of support.

**Recommendation**

Staff recommends approval.

**Description/History**

"Somerset Village" is the name of the proposed development on approximately 70 acres of real property located off U.S. 287 and north of St. Paul Road which is proposed to include diverse housing options, retail, commercial, parks, and open space to be developed in phases.

Municipal Management Districts (MMD) is an economic development tool included in the Mansfield Economic Incentive Policy to spur high-quality development.

**Justification**

Staff believes it is in the best interest of the City to partner with the Developer to create high-quality amenities and infrastructure, and complete neighborhoods in the development.

**Funding Source**

MMD

**Prepared By**

Matt Jones, Assistant City Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, GRANTING SUPPORT AND CONSENT TO CREATION OF SOMERSET VILLAGE MUNICIPAL MANAGEMENT DISTRICT OF ELLIS COUNTY AND THE INCLUSION OF APPROXIMATELY 70.897 ACRES OF LAND INTO THE DISTRICT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

**WHEREAS**, the City received a request for consent from Knox Street Partners No. 31, Ltd., a Texas limited partnership (“Hanover”) to the creation of Somerset Village Municipal Management District of Ellis County (the “District”) encompassing approximately 70.897 acres as described on Exhibit “A” attached hereto; and,

**WHEREAS**, the District will be created and organized under the terms and provisions of Article XVI, Section 59, and Article III, Section 52, of the Constitution of Texas, and Chapter 375 of the Texas Local Government Code, as amended; and,

**WHEREAS**, Section 375 of the Texas Local Government Code provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a municipal management district without such city’s consent.

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

**SECTION 1.**

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

**SECTION 2.**

That the City Council of the City hereby grants its written support and consent to the creation of Somerset Village Municipal Management District of Ellis County, and inclusion of approximately 70.897 acres of land described in Exhibit “A” into the District.

**SECTION 3.**

That the City Council hereby specifically imposes the conditions set forth in Exhibit “B” attached hereto and made a part hereof for all purposes.



**SECTION 4.**

That it is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

**SECTION 5.**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

## Exhibit "A"

BEING a 75.120 acre tract of land situated in the B. Howard Survey, Abstract No. 513, located in Ellis County, Texas and being a portion of a called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas (OPRECT), as determined from a survey by Desireé L. Hurst, RPLS 6230 on February 24, 2021 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449), being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 6875347.1 and Easting 2405712.1 on the South right-of-way line of U.S. Highway No. 287, a variable width right-of-way, at the North corner of said 252.657 acre tract;

THENCE with said South right-of-way line the following five (5) courses and distances:

1. South 55°36'19" East (Grid Bearings based on said Texas Coordinate System), a distance of 2,828.36 feet to a "TXDOT" Aluminum Disk found for corner;
2. South 08°39'43" East, a distance of 67.84 feet to a "TXDOT" Aluminum Disk found for corner at the beginning of a curve to the right, said curve having a radius of 196.00 feet;
3. Westerly along said curve to the right through a central angle of 42°39'09" an arc distance of 145.91 feet and a chord bearing and distance of South 68°15'07" West, 142.56 feet to a "TXDOT" Aluminum Disk found for corner;
4. South 89°34'42" West, a distance of 51.27 feet to a "TXDOT" Aluminum Disk found for corner;
5. South 71°40'25" West, a distance of 53.18 feet to a "TXDOT" Aluminum Disk found for corner in the East line of a tract of land described in Special Warranty Deed to St. Paul Cemetery Association in Volume 1277, Page 820 of said DRECT;

THENCE with the occupied fence line of said St. Paul Cemetery tract the following three (3) courses and distance:

1. North 00°17'18" West, a distance of 205.96 feet to a 1/2 inch iron rod found with a cap stamped "Dumas Surveying" at the Northeast corner of said St. Paul Cemetery tract;
2. South 89°42'42" West, a distance of 213.90 feet to a calculated point in a multi-trunk Hackberry Tree, with the largest trunk measuring 22 inches in diameter, near a fence post at the Northwest corner of St. Paul Cemetery tract;
3. South 00°17'18" East, passing a rock found near a weathered railroad tie fence post at a distance of 202.76 feet in the occupied North line of St. Paul Road and continuing for a total distance of 238.93 feet to a pk nail with shiner stamped "ypassociates.com" set in the approximate centerline of said St. Paul Road;

THENCE North 89°51'25"West, with said approximate centerline, a distance of 2,559.81 to a pk nail with shiner stamped "ypassociates.com" set at the Southwest corner of said 252.657 acre tract and at the Southeast corner of Somerset Addition, an Addition to the City of Mansfield, recorded in Volume 11, Page 307 Drawer H of the Map Records of Johnson County, Texas (MRJCT);

THENCE North 02°04'24"West, passing at a 1/2 inch iron rod found at the Southeast corner of Lot 21X, Block 2 of said Somerset Addition at a distance of 30.02 feet and continuing for a total distance of 1,351.85 feet to a 1/2 inch iron rod with a cap stamped "JBI" found at the Northwest corner of said 252.657 acre tract and at the Northeast corner of said Lot 21X;

THENCE North 59°59'58" East, a distance of 822.76 feet to the POINT OF BEGINNING and containing 75.120 acres of land, more or less. Save and except a 4.223 acre tract of land for the proposed extension of Barrington Way leaving a net of 70.897 acres, more or less.

#### SAVE & EXCEPT:

Proposed extension of Barrington Way an approximate 120' right-of-way to be located on the western edge of the above described 75.120 acre tract, described as follows:

BEING a 4.223 acre tract of land situated in the B. Howard Survey, Abstract No. 513, located in Ellis County, Texas and being a portion of a Called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas

(OPRECT), as determined from a survey by Desireé L. Hurst, RPLS 6230 on February 24, 2021 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449), being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 6875347.1 and Easting 2405712.1 on the South right-of-way line of U.S. Highway No. 287, a variable width right-of-way, at the North corner of said 252.657 acre tract;

THENCE South 59°59'58"West, with the North line of said 252.657 acre tract, a distance of 594.90 feet to the POINT OF BEGINNING of the herein described tract at a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a non-tangent curve to the left, said curve having a radius of 286.50 feet;

THENCE Southerly along said curve to the left through a central angle of 6°04'26" an arc distance of 30.37 feet and a chord bearing and distance of South 06°04'18" West, a distance of 30.36 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a reverse curve to the right having a radius of 1,110.00 feet;

THENCE Southerly along said curve to the right through a central angle of 7°14'33" an arc distance of 140.31 and a chord bearing and distance of South 06°39'22" West, a distance of 140.21 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set;

THENCE South  $10^{\circ}16'38''$  West, a distance of 153.51 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a curve to the left having a radius of 990.00 feet;

THENCE Southerly along said curve to the left through a central angle of  $12^{\circ}21'02''$  an arc distance of 213.40 feet and a chord bearing and distance of South  $04^{\circ}06'07''$  West, a distance of 212.99 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set;

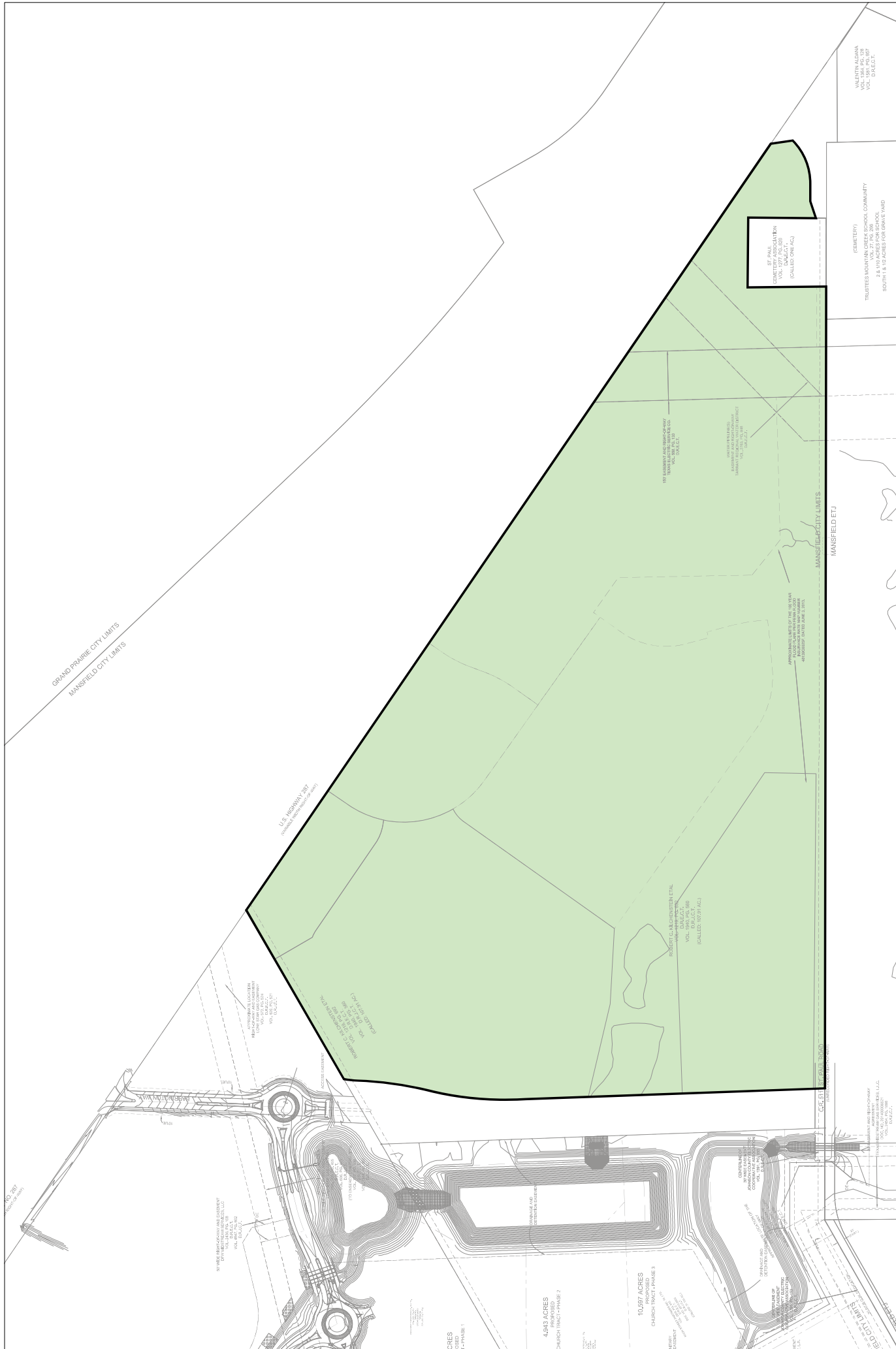
THENCE South  $2^{\circ}04'24''$  East, a distance of 843.27 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a curve to the left having a radius of 990.00 feet;

THENCE Southerly along said curve to the left through a central angle of  $5^{\circ}12'05''$  an arc distance of 89.87 feet and a chord bearing and distance of South  $04^{\circ}40'27''$  East, a distance of 89.84 feet to a pk nail with shiner stamped "ypassociates.com" set in the South line of said 252.657 acre tract and in the approximate centerline of said St. Paul Road;

THENCE North  $89^{\circ}51'25''$  West, with said South line and said approximate centerline, a distance of 124.17 feet to a pk nail with shiner stamped "ypassociates.com" set at the Southwest corner of said 252.657 acre tract and at the Southeast corner of Somerset Addition, an Addition to the City of Mansfield, recorded in Volume 11, Page 307 Drawer H of the Map Records of Johnson County, Texas (MRJCT);

THENCE North  $02^{\circ}04'24''$  West, passing at a 1/2 inch iron rod found at the Southeast corner of Lot 21X, Block 2 of said Somerset Addition at a distance of 30.02 feet and continuing for a total distance of 1,351.85 feet to a 1/2 inch iron rod with a cap stamped "JBI" found at the Northwest corner of said 252.657 acre tract and at the Northeast corner of said Lot 21X;

THENCE North  $59^{\circ}59'58''$  East, with the North line of said 252.657 acre tract, a distance of 227.86 feet to the POINT OF BEGINNING and containing 4.223 acres of land, more or less.





## Exhibit "B"

- (a) The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided, that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.
- (b) The District may not annex land in the City of Mansfield's corporate limits or extraterritorial jurisdiction without the City of Mansfield's consent.
- (c) The construction of the District's water, sewer, drainage, roadway facilities, sidewalks, trails, parks and recreation facilities, structured parking, and other public amenities shall be in accordance with plans and specifications which have been approved by the City.
- (d) The City shall have the right, but not the obligation, to inspect all water, sewer, drainage, roadway facilities, sidewalks, trails, parks and recreation facilities, structured parking, and other public amenities being constructed by the District.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6235

Agenda Date: 10/28/2024

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

### Agenda Number:

#### Title

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Change of Zoning From C2, Commercial Business District and SF-7.5/12, Single-Family District to D, Downtown District, D-3, Urban Center Zone on Approx. 1.489 Acres, Situated at Lot 3R, Block 20, City of Mansfield, Tarrant County, TX Generally Located South of E. Broad Street, and Approx. 175 Feet Southeast of the Intersection of N. Walnut Creek and E. Broad Street and Addressed as 702 E Broad Street; City of Mansfield, Applicant (ZC#24-011)

#### Requested Action

To consider the subject zoning change request.

#### Recommendation

The City Council met on October 14, 2024, and voted 7 to 0 to approve the zoning change at First Reading.

The Planning and Zoning Commission met on September 16, 2024, and votes 7 to 0 to recommend approval of the zoning change request.

#### Vote:

Ayes: 7 - Mainer, Axen, Bennett, Goodwin, Moses, Shaw, and Thompson

Nays: 0

Absent: 0

The Department of Planning and Development Services recommends approval.

#### Description/History

*Existing Use:* Vacant

*Existing Zoning:* C2, Commercial Business District and SF-7.5/12, Single-Family District

*Mansfield 2040 Land Use Designation:* Mixed-Use Local within the Downtown District Special Area Plan

#### *Surrounding Land Use & Zoning:*

North - Commercial Sites, PR, Pre-Development District

South - Residential Homes, SF-7.5/12, Single-Family District

East - Vacant, D, Downtown District, D-3, Urban Center Zone

West - Vacant, D, Downtown District, D-3, Urban Center Zone

***Thoroughfare Plan Specification:***

East Broad Street - 4-lane divided major arterial

South Walnut Creek Road - 3-lane undivided minor collector

**Synopsis**

The City of Mansfield (the “City”) is initiating a zoning change on an approximately 1.489-acre property owned by the City from the C2, Commercial Business District and SF-7.5/12, Single-Family District to D, Downtown Zoning District, D-3, Urban Center Zone. This zoning extension will support development at the southeast corner of Walnut Creek Road and Broad Street and accommodate the relocation of the future Fire Station #1.

**Mansfield 2040 Plan**

Land Use Designation(s)

The land use designation for this property is designated as Mixed-Use Local within the Downtown District Special Area Plan.

**Analysis**

The primary goals of the zoning change is to align and extend the zoning with neighboring properties and allow development near the corner of Walnut Creek Road and Broad Street. This zoning extension, which includes lots in the area like this one, helps to close existing gaps within the D, Downtown Zoning District.

The proposed fire station relocation involves dividing the property parallel to East Broad Street. This plan allows for the fire station to be constructed on the southern part of the lot, while still permitting appropriate development on the northern portion.

**Summary**

The D, Downtown Zoning District offers a diverse range of permitted uses and promotes the redevelopment of the area adjacent to Broad Street and Walnut Creek Drive. This initiative aims to create a more cohesive urban environment in line with the goals outlined in the Mansfield 2040 Plan, which focuses on sustainable growth, improved infrastructure, and fostering a vibrant, mixed-use community. The change aligns zoning regulations with long-term planning, supports economic growth and improves the overall quality of the downtown area.

**Prepared By**

Katasha Smithers, AICP Candidate

Planning Manager, Current Planning

817-276-4235

**Attachment**

Maps and Supporting Information

Land Use Designation Map

**ORDINANCE NO. \_\_\_\_\_**

**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 PROPERTY TO A D, DOWNTOWN DISTRICT, D-3, URBAN CENTER ZONE; 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**

**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 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, 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 owners of the affected properties, the governing body of the City is of the opinion and finds that the Chapter 155 “Zoning” of the Code of Ordinances and Map should be amended.

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

**SECTION 1.**

That Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of D, Downtown District, D-3, Urban Center Zone; said property being described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 2.**

That the locations of all Transect zones on the property shall be established on the special land assemblage plan required under Section 155.073 of the Code of Ordinances, City of Mansfield, Texas.

**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.**

That the above-described property shall be used only in the manner and for the purposes provided for in the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas of the City, as amended herein by the granting of this zoning classification.

**SECTION 5.**

That 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 Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas as a whole.

**SECTION 6.**

That any person, firm or corporation violating any of the provisions of this ordinance or the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, 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 7.**

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

**FIRST READING APPROVED ON THE 14<sup>TH</sup> DAY OF OCTOBER, 2024.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

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**Michael Evans, Mayor**

**ATTEST:**

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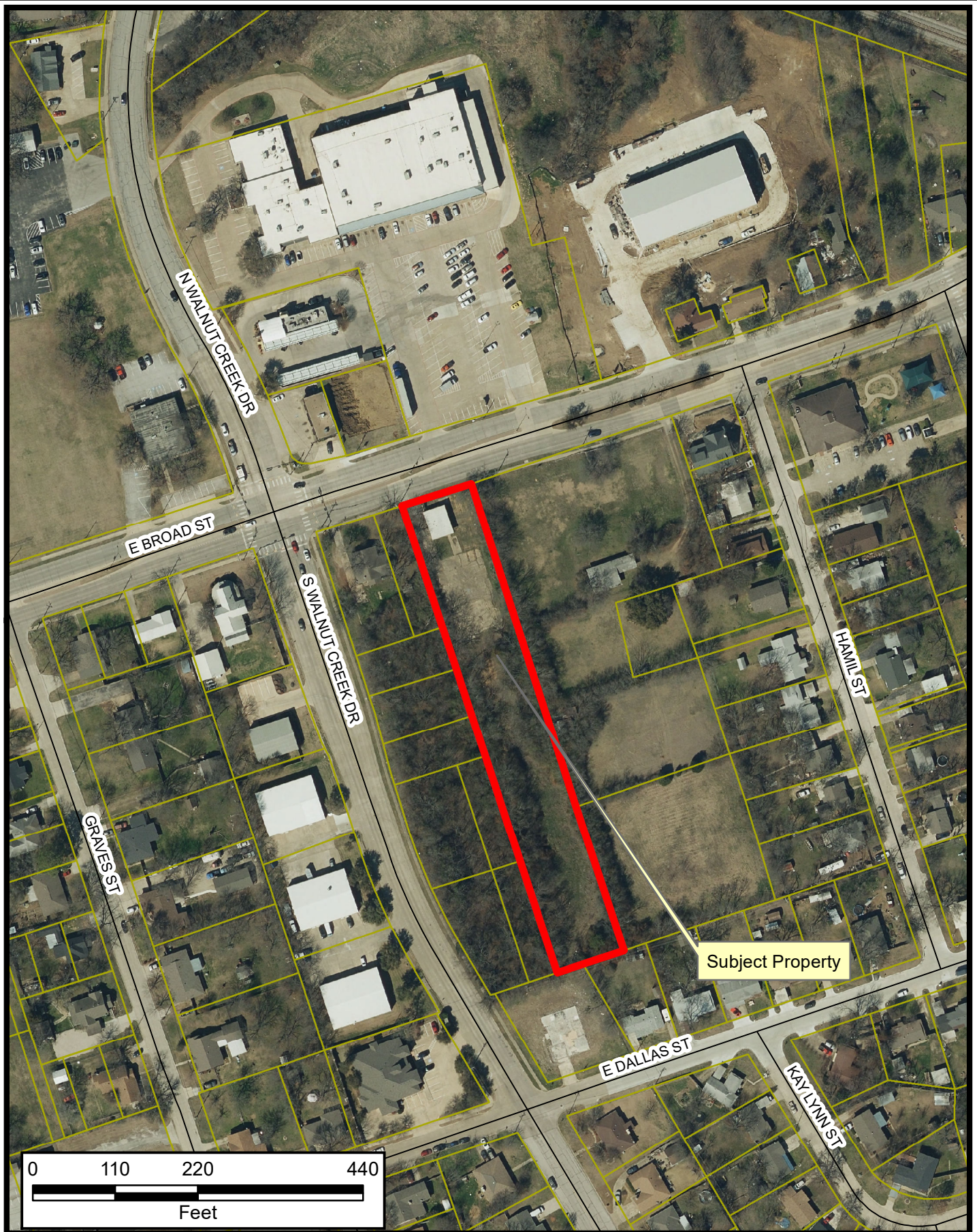
**Susana Marin, City Secretary**



**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker**, City Attorney



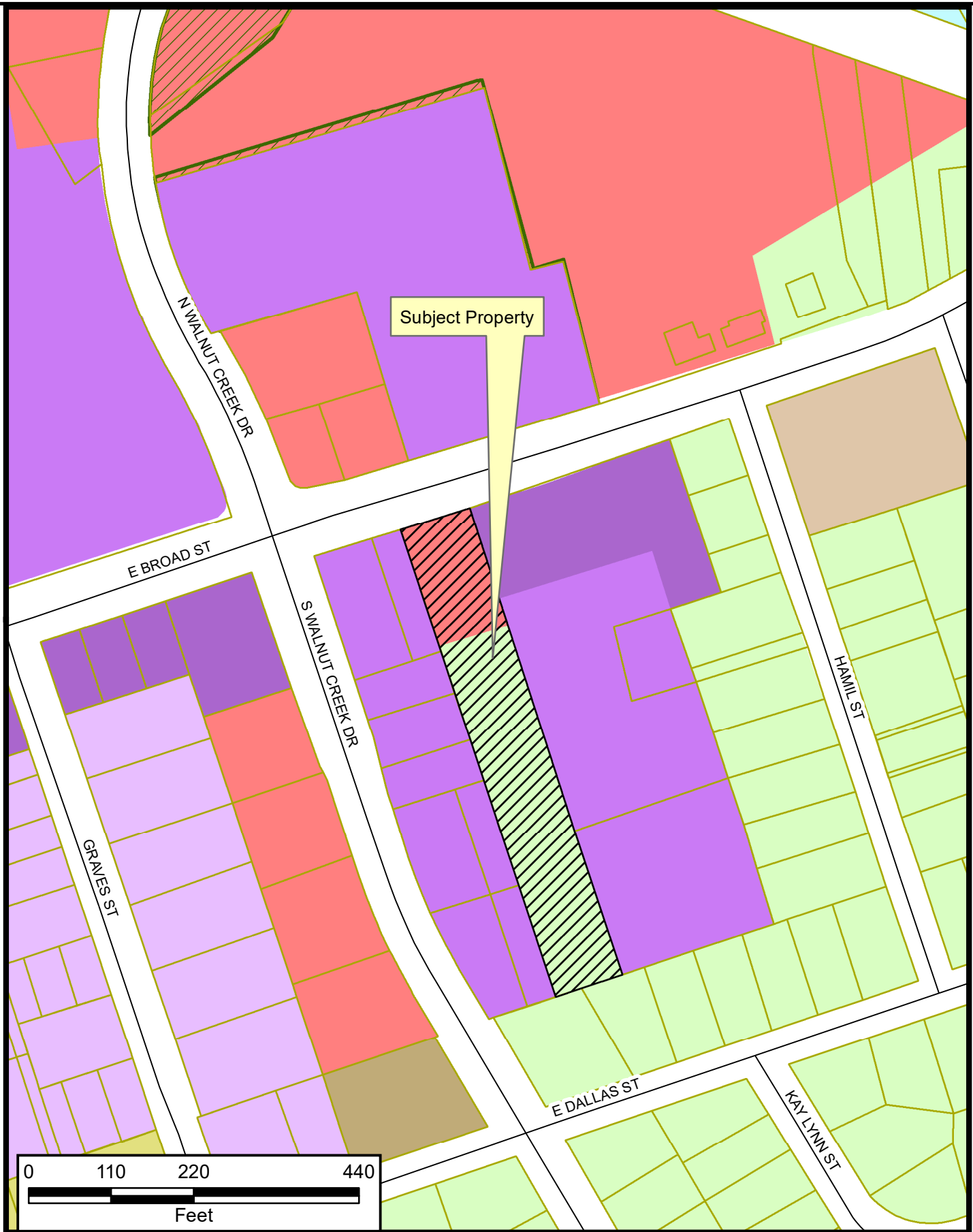


**ZC#24-011**

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

8/26/2024





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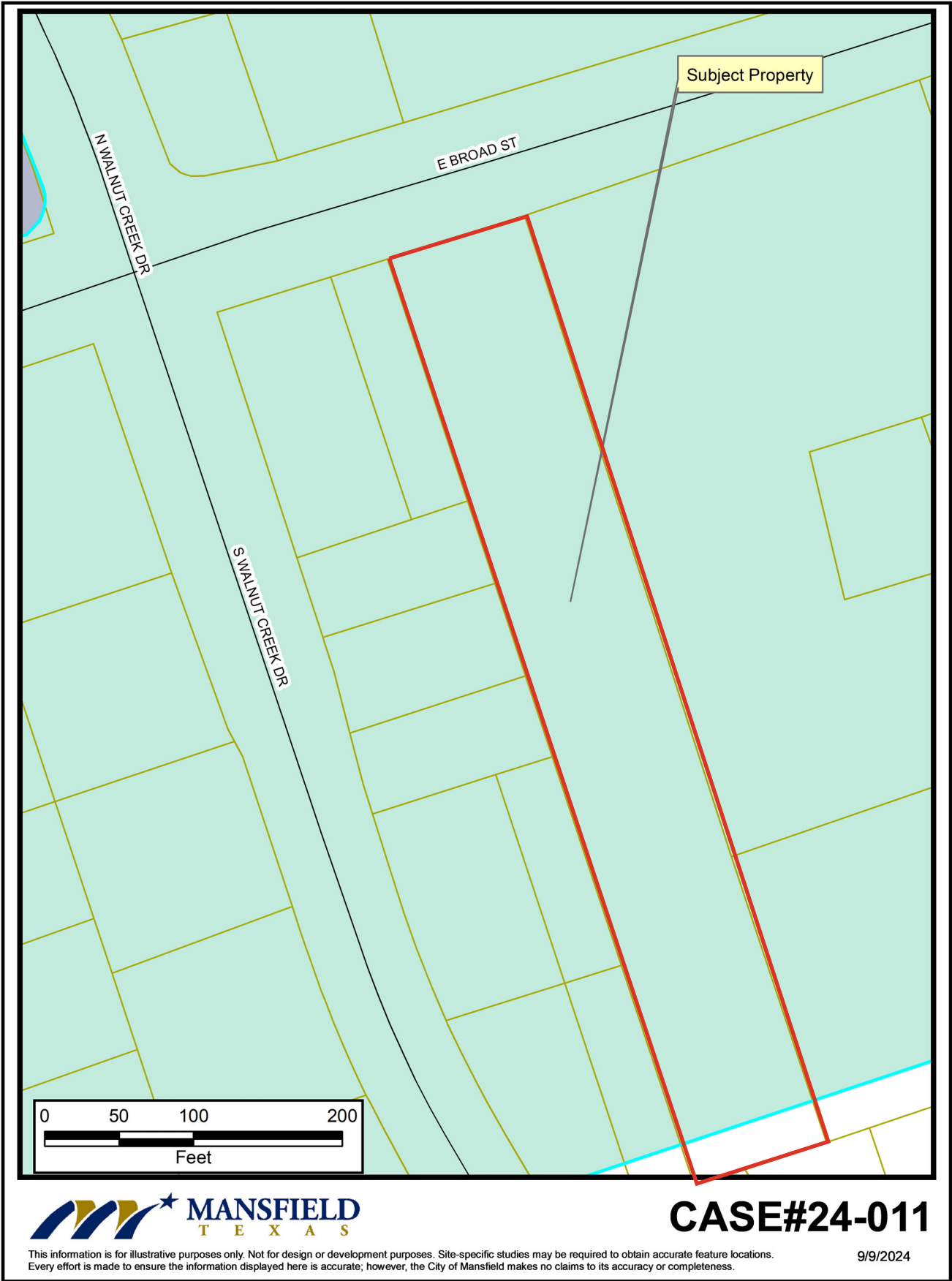
**ZC#24-011**

8/26/2024

## Property Owner Notification for ZC#24-011

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
CARY ADDITION	BLK 1	MORENO, JOANN	117 S BURNET ST	BREMOND, TX	76629
HILLCREST ADDITION - MANSFIELD	BLK 5	VAN CURINE, STACY	300 KAY LYNN ST	MANSFIELD, TX	76063-2002
HILLCREST ADDITION - MANSFIELD	BLK 6	GRAVES, BRENT JACKSON	713 E DALLAS ST	MANSFIELD, TX	76063-2047
HILLCREST ADDITION - MANSFIELD	BLK 6	ASHLER PROPERTIES LLC	PO BOX 4738	DALLAS, TX	75208
HILLCREST ADDITION - MANSFIELD	BLK 6	MALHORTA, GAGANDEEP	724 35TH AVE APT 2	SAN FRANCISCO, CA	94121
HILLCREST ADDITION - MANSFIELD	BLK 6	HALL, JOE	1050 MCCAMPBELL RD	MANSFIELD, TX	76063-5305
HILLCREST WEST ADDITION	BLK 1	HERNANDEZ, ELEAZAR L	1700 MARTINIQUE DR	MANSFIELD, TX	76063-8546
LEE'S BROAD ADDITION	BLK 1	HART SYSTEMS INC	PO BOX 40888	FORT WORTH, TX	76140-0888
LEE'S BROAD ADDITION	BLK 1	MILLGARR LLC	8760 CR 612	MANSFIELD, TX	76063
LEE'S BROAD ADDITION	BLK 1	MANSFIELD ISD	203 HILLCREST ST	MANSFIELD, TX	76063
NOLES, R S REVISION	LOT A	BENSON MANORS LLC	5800 BAY CLUB DR	ARLINGTON, TX	76013
NOLES, R S REVISION	LOT A	BENSON MANORS LLC	5800 BAY CLUB DR	ARLINGTON, TX	76013
NOLES, R S REVISION	LOT R4F	BENSON MANORS LLC	5800 BAY CLUB DR	ARLINGTON, TX	76013
SMITH, VELMA EST	LOT 2	NEXGEN ENTERPRISES LLC	1547 PROSPERITY FARMS RD	LAKE PARK, FL	33403
SMITH, VELMA EST	LOT 3	WOOLDRIDGE FAMILY LIMITED PART	2509 VISTA RIDGE DR	MANSFIELD, TX	76063
SMITH, VELMA EST	LOT 4	WOOLDRIDGE FAMILY LIMITED PART	2509 VISTA RIDGE DR	MANSFIELD, TX	76063
SMITH, VELMA EST	LOT 5	RUTLEDGE HOMES INC	658 E CANYON CREEK LN	WEATHERFORD, TX	76087-4055
SMITH, W ADDITION	BLK 1	INTERCON PARTNERS LTD	210 S WALNUT CRK DR STE 100	MANSFIELD, TX	76063-2016

Mansfield 2040 Plan Designation







# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6265

**Agenda Date:** 10/28/2024

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

### Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Negotiate, Finalize and Execute a Master Development Agreement (The "MDA") and Related Ground Leases, and any necessary conveyance documents (Collectively, The "Agreements") for the Qualified Convention Center and Hotel Project between the City of Mansfield, a Texas home-rule municipal corporation, the Board of Directors of Reinvestment Zone Number Four in the City of Mansfield, Texas, and TerraViva Global, LLC, a Texas limited liability company and/or assigns; Upon its Finalization, Authorizing the City Manager or His Designee, and Chairman of the Board of Directors of Reinvestment Zone Number Four (The "Board") to Execute the Agreement; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

### Requested Action

To Consider the Resolution

### Recommendation

To Approve the Resolution

### Description/History

As part of the state's amendment to Chapter 351 of the Texas Tax Code in 2023, the City of Mansfield was added to the language as defined in the Qualified Hotel section. This will allow the return of state revenues from sales tax and hotel occupancy tax based on parameters established in the project. City Council further defined this Qualified Hotel per Resolution 4155-24 adopted on January 22, 2024. The new resolution includes the possibility of more than one qualified hotel in the Qualified Project, if authorized by the Texas Comptroller of Public Accounts.

Staff began working to recruit a hotel developer and in the summer of 2024, met and began negotiating with TerraViva Global on a headquarter hotel and 22,000 sft convention center. The master development agreement contemplates multiple developments within the Staybolt Street campus. This development is located within Reinvestment Zone Number Four (TIRZ #4), and is intended to promote tourism and stimulate economic development through increased hotel occupancy and associated tax revenue. The hotels will serve as headquarters for the adjacent convention center, which will provide at least 22,000 square feet of continuous meeting space.

The agreement provides for a ground lease where the hotel and convention center are developed, and a sale for the mixed-use retail/residential development on the northeast

corner of Lone Star Road and Staybolt Drive (forthcoming north-south road that will connect the stadium to Lone Star Road). The total private development is expected to yield a taxable value of over \$300,000,000. Since the developments will be located on city-owned land, any city tax dollars that are otherwise exempt, will be paid to the city in the form of a Payment in Lieu of Taxes (PILOT), annually.

**Key Terms of the Agreement:**

- **Scope of Work:** TerraViva Global will plan, design, and construct two upper-upscale hotels and a convention center facility, as well as related infrastructure such as parking garages. The convention center will be publicly owned and operated by the developer.
- **Funding Mechanism:** The project will benefit from the Tax Increment Reinvestment Zone (TIRZ #4), with a portion of hotel occupancy tax and sales tax revenues used to repay obligations tied to public improvements.
- **City Contributions:** The City will provide necessary public utilities and access roads to the site and lease the land to the developer. The City will also tie development fees to the amounts owed at the time the Plat is filed.
- **Developer Responsibilities:** The developer is responsible for privately funding the construction of the hotels and convention center and will make payments in lieu of property taxes for any tax-exempt portions of the project.
- **Duration:** The master development agreement has a term of 30 years, or until all terms have been satisfied, whichever comes first. However, the ground lease will establish a term of up to 75 years, with the option for conveyance of the property at the expiration of 10 years from initial hotel occupancy.

**Financial Implications:**

The City will use hotel occupancy and sales taxes generated by the project to cover public infrastructure costs. The developer will make capital investments and is responsible for maintaining the properties throughout the term of the agreement.

**Benefits to the City:**

This project will boost Mansfield's tourism and hotel industry, generating significant hotel occupancy tax revenue and creating jobs. The public will gain access to a high-quality convention center, enhancing the city's ability to host major events. This project will also benefit the region and the economy of the State.

**Justification**

The incentives being contemplated are specific to the state sales tax and state hotel occupancy taxes provided for by the development within the defined Hotel Qualified program, per Chapter 351 of the Texas Tax Code. The sale of the property will match what the city paid for the property and the ground lease for the hotel portions of the property will require a payment in lieu of any taxes that are exempt from the normal collection of the TIRZ. The resolution allows final negotiations on legal outline and legal terms associated with non-deal point items. Therefore, it should be noted that the final agreement may differ, slightly, on legal language approved by the city's attorney, than what is attached on the council agenda item.

**Funding Source**

Qualified Hotel Program

**Prepared By**

Jason Moore, Executive Director, MEDC

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FINALIZE AND EXECUTE A MASTER DEVELOPMENT AGREEMENT (THE “MDA”) AND RELATED GROUND LEASES, AND ANY NECESSARY CONVEYANCE DOCUMENTS (COLLECTIVELY, THE “AGREEMENTS”) FOR THE QUALIFIED CONVENTION CENTER AND HOTEL PROJECT BETWEEN THE CITY OF MANSFIELD, THE BOARD OF DIRECTORS OF TAX REINVESTMENT ZONE NUMBER FOUR, AND TERRAVIVA GLOBAL, LLC; UPON ITS FINALIZATION, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, AND CHAIRMAN OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR (THE “BOARD”) TO EXECUTE THE AGREEMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

**WHEREAS**, the City of Mansfield, Texas (the “City”) has created Tax Increment Reinvestment Zone Number Four (the “Zone”) to promote economic development and stimulate commercial activity in the City; and,

**WHEREAS**, TerraViva Global, LLC, has been selected as the developer for a Qualified Convention Center Facility and Qualified Hotel project in accordance with Texas Tax Code Chapters 351 and 311, and Texas Local Gov’t Code Chapters 253 and 380, and other applicable law (the “Project”), which will consist of two full-service Qualified Hotels and a public Qualified Convention Center Facility located on City-owned land within the Zone, as more fully described in the Master Development Agreement (the “MDA”) for the Project; and,

**WHEREAS**, the City seeks to incentivize the Project by providing funds and deferring fees for public improvements, such as roads, utilities, parks, and water features, through the use of TIRZ funds and by providing other incentives and rebates authorized by applicable law, as more fully described in the MDA, which will benefit the Project; and,

**WHEREAS**, the City desires to enter into the MDA and related Agreements with TerraViva Global, LLC, to outline the responsibilities and obligations of the City, the Board, and the Developer regarding the planning, construction, and operation of the Project; and,

**WHEREAS**, the City Council finds that entering into the MDA and related Agreements will promote local economic development, create jobs, and enhance the City’s hotel and tourism industry, and will promote and enhance the same for the region and the State of Texas; and,

**WHEREAS**, the City Council desires to have the City Manager negotiate, finalize, and approve the MDA and related Agreements, and authorize the City Manager or his designee, and the Chairman of the Board for the Zone, subject to Board approval, to execute the MDA and related

Agreements, as necessary, and all other related documents necessary to implement the Project; and,

**WHEREAS**, the recitals and findings in the MDA and related Agreements are incorporated into this Resolution as if fully set forth herein; and,

**WHEREAS**, this Resolution shall be interpreted to be harmonious with and cumulative of Resolution RE-4155-24, and any prior description of the Qualified Hotel(s) is hereby amended to be consistent with this Resolution and the MDA.

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

#### **SECTION 1.**

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

#### **SECTION 2.**

The Master Development Agreement (the “MDA”) between the City of Mansfield, the Board of Directors of Tax Reinvestment Zone Number Four, and Terraviva Global, LLC, for the development of the Qualified Convention Center and Hotel Project, is hereby approved.

#### **SECTION 3.**

The City Manager, or his designee, and Chairman of the Board for the Zone are authorized to negotiate and execute the MDA; including, ground leases, conveyance documents, and any other related documents necessary to implement the terms of the MDA, which shall be substantially in the form presented to the City Council, with such changes as the City Manager may deem appropriate and in the best interest of the City, subject to approval by the City Attorney. Furthermore, the City Manager, or his designee, is hereby authorized to seek guidance or direction on behalf of the City relating to the Qualified Project from the Texas Comptroller of Public Accounts through a general information letter, private letter ruling, or other written communication, as applicable.

#### **SECTION 4.**

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

#### **SECTION 5.**

This Resolution shall be effective from and after its passage.



**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MANSFIELD THIS 28<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**MASTER DEVELOPMENT AGREEMENT**

**FOR**

**QUALIFIED CONVENTION CENTER AND HOTEL PROJECT**

**BETWEEN**

**THE CITY OF MANSFIELD, TEXAS**

**AND**

**THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOUR**

**AND**

**TERRAVIVA GLOBAL, LLC**

**Dated:** \_\_\_\_\_, 2024

**MASTER DEVELOPMENT AGREEMENT  
FOR  
QUALIFIED CONVENTION CENTER AND HOTEL PROJECT**

This Master Development Agreement for Qualified Convention Center and Hotel Project (“Agreement”) is made by and between the City of Mansfield, a Texas home-rule municipal corporation (the “City”), the Board of Directors of Reinvestment Zone Number Four in the City of Mansfield, Texas (the “Board”), and TerraViva Global, LLC, a Texas limited liability company and/or assigns (“Developer”). The City, Board, and Developer may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City created Reinvestment Zone Number Four, City of Mansfield, Texas (the “Zone”) by Ordinance 2285-22 on December 12, 2022, pursuant to Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

**WHEREAS**, the City is a home rule municipality with a population of 70,000 or more but less than 150,000 that borders Joe Pool Lake, and the City owns undeveloped land located in the Zone, which is identified as Lot 10 and Lot 7 and is generally depicted on the attached **Exhibit A** (the “Qualified Project Properties”); and

**WHEREAS**, the Developer desires to provide the planning, design, construction, and commissioning of two full-service, upper-upscale “Qualified Hotel(s)” and a public “Qualified Convention Center Facility” with related public “Infrastructure” and a Parking Garage (defined below), as the terms “Qualified Hotel(s)” “Qualified Convention Center Facility” and “Infrastructure” are defined in Texas Tax Code Ch. 351 (collectively the “Qualified Project”); and

**WHEREAS**, the Qualified Hotels will carry the Brand(s) (defined below) of “Hotel Carbon – Elite” and “Hotel \_\_\_\_\_”, and are designated by the City as Qualified Hotels pursuant to Texas Tax Code Ch. 351 and are part of the Qualified Project and will be located on land owned by the City, and (i) Hotel Carbon – Elite will be connected to the Qualified Convention Center Facility, and (ii) Hotel \_\_\_\_\_ will have an exterior wall that is located not more than 1,000 feet from the nearest exterior wall of the Qualified Convention Center Facility; and

**WHEREAS**, the Qualified Convention Center Facility will be constructed by the Developer and (A) will be primarily used to host conventions or meetings; (B) will be wholly owned by the City, and none of which will be owned through an undivided common interest; (C) will be connected to Hotel Carbon – Elite, or have an exterior wall that is located not more than 1,000 feet from the nearest exterior wall of Hotel \_\_\_\_\_; (D) will not be located in Hotel Carbon – Elite or any other structure but may share common infrastructure or facilities with Hotel Carbon – Elite, such as a fiber optics, heating, ventilation, and air-conditioning system, electrical system, or kitchen; (E) has at least 22,000 square feet of continuous meeting space; and (F) is configurable to simultaneously accommodate multiple events described by (A) above of different sizes and types; and

**WHEREAS**, the Developer has been selected by the City and the Board to provide a development team that includes an architect, engineer, General Contractor, and operator for the Qualified Project, and the City and Board find that the Developer is the most highly qualified developer to design, construct, operate, and fund the Qualified Project; and

**WHEREAS**, the City desires that the Developer undertake the development of the Qualified Project in order to serve the needs of the City to promote tourism and the convention and hotel industry, and the Qualified Project will generate a measurable amount of municipal hotel occupancy taxes, a portion of which may be used to pay debt service on City obligations issued to construct certain public improvements relating to the Zone and the Qualified Project; and

**WHEREAS**, the Parties intend that the development of the Qualified Project will proceed as follows: (i) the City will lease Lot 10 and Lot 7 to the Developer on which the Qualified Convention Center Facility and the Qualified Hotels will be constructed; (ii) the Developer will construct two full-service, upper-upscale Qualified Hotels on Lot 10 and Lot 7 with Hotel Carbon – Elite (Lot 10) consisting of a minimum of 240 rooms with (a) two pro floors, (b) no less than two (2) destination restaurants on site, (c) performance and recovery centers, and (d) a publicly accessible covered aerial walkway connecting to the “Feild Live” floor of the adjacent High Five Development; and Hotel \_\_\_\_\_ (Lot 7) consisting of a minimum of 120 rooms which will be connected to Hotel Carbon-Elite through fiber-optics and other high-technology improvments; (iii) the Developer will construct and dedicate or convey at no cost to the City the public Qualified Convention Center Facility and related on-site Infrastructure (collectively the “Convention Center”) and a structured Parking Garage on Lot 10 with approximately \_\_\_\_\_ public parking spaces (the “Parking Garage”); and (iv) the City will lease the Qualified Convention Center Facility to the Developer to be operated as public City facilities; and

**WHEREAS**, the City and Board are authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Gov’t Code, and Chapter 311 of the Texas Tax Code to enter into agreements that benefit the Zone and to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the Developer will privately fund the Qualified Project, in an amount sufficient for the purposes of designing, constructing, furnishing, and Equipping (defined below) the Qualified Hotels, Qualified Convention Center Facility, and the Parking Garage in a manner satisfactory to the City; and

**WHEREAS**, this is a Qualified Project as that term is defined in Texas Tax Code Ch. 351, and as further described in Ordinance \_\_\_\_\_, which was adopted by the City on January 22, 2024; and

**WHEREAS**, to benefit the Qualified Project, a portion of the revenue derived from the tax imposed under Texas Tax Code Ch. 351 and collected by the Qualified Hotels will be used for the payment of contractual obligations authorized under Texas Local Gov’t Code Ch. 380 and incurred pursuant to this Agreement for the Qualified Project; and

**WHEREAS**, pursuant to Texas Gov't Code Section 2303.5055 and other law, as applicable, the City desires that the Texas Comptroller of Public Accounts rebate eligible tax proceeds directly to the City, or that the same be assigned to the Developer pursuant to the terms of this Agreement and in accordance with applicable law; and

**WHEREAS**, City and Board desire for Developer to design and build the Qualified Hotels, Qualified Convention Center Facility, and the Parking Garage within the Qualified Project Properties, in accordance with the Approved Plans and the Project and Finance Plan for the Zone, or the Board's approval of any amendments to the Project and Finance Plan for the Zone; and

**WHEREAS**, pursuant to the Contract of Sale (defined below) and this Agreement, the City desires to convey to the Developer fee title to (i) Lot 11 for the design, construction, and development of the XO2 Tower, which will consist of a minimum of two (2) floors of outpatient medical services with ten (10) for-sale suites; and (ii) Lot 3 for the development of a vertical mixed-use development consisting of a minimum of three-hundred and sixty (360) residential units above first floor commercial podium space, in accordance with the Approved Plans and as authorized by Texas Tax Code Ch. 311 and Texas Local Gov't Code Ch. 253, and Developer agrees to develop and maintain Lot 11 and Lot 3, which are generally depicted on the attached **Exhibit A** (collectively the "Private Project Properties") in accordance with this Agreement; and

**WHEREAS**, the Qualified Project Properties and the Private Project Properties may be referred to collectively as the "Property" or the "Properties" in this Agreement; and

**WHEREAS**, in accordance with Section 311.010 of the Act, the City and the Board, as necessary or convenient to implement the adopted Project and Finance Plan, and achieve its purposes, may enter into agreements to implement the Project and Finance Plan for the Zone and 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 TIRZ Fund of the Zone; and

**WHEREAS**, this Agreement constitutes a program of the City and the Board, and the competitive bidding requirements of Texas Local Gov't Code Ch. 252 do not apply to the dedication, pledge, or other use of revenue in the TIRZ Fund for the Zone, and by approval of the City Council, the Board has all the powers of a municipality under Chapter 380, Texas Local Gov't Code; and

**WHEREAS**, in accordance with the adopted Project and Finance Plan, the City and Board find that the lease of the Qualified Project Properties and the sale of the Private Project Properties to the Developer under this Agreement are advisable to implement the Project and Finance Plan for the Zone, and 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 Gov't Code, and are eligible projects that will generate ad valorem and sales tax revenue and encourage the regeneration of public funds; and



**WHEREAS**, the City and the Board find that development of the Property and payments, if any, from the TIRZ Fund to Developer and any grants or incentives provided in this Agreement will serve the public purposes of: (i) developing and diversifying the economy of the Zone and the State of Texas (the “State”); (ii) eliminating unemployment and underemployment in the State and Zone; (iii) developing and expanding commerce in the State and Zone; (iv) stimulating business and commerce within the State and Zone; and (v) promoting development and redevelopment within the State and Zone; and

**WHEREAS**, the City and Board have concluded and hereby find 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 and City, by eliminating unemployment or underemployment in the State and City, and will enhance business and commercial activity within the State and City.

**NOW, THEREFORE**, in consideration of the Recitals above, and the mutual covenants and promises contained herein, and for other good and 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 Developer means any other person directly controlling, or directly controlled by or under direct common control with the Developer. 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 Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Approved Plans” means the plans and specifications relating to the design, construction, and Equipping of the Property, inclusive of any change orders thereto, which are in compliance with all City rules and regulations, and approved by the City Council.

“Brand” means the upper-upscale hotel brand of the Qualified Hotels as approved by the City. Such Brand shall never be below that of Comparable Hotel Properties during the Term of this Agreement.

“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 Developer, or for its tenant(s).

“Capital Investment” shall mean Developer’s capitalized costs for the design and construction of the Qualified Project and the Private Project Properties (inclusive of all hard and soft costs). Capital Investment does not include the cost of the acquisition of the Private Project Properties, 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.

“Commencement of Construction” means (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of improvements to the respective Qualified Project Properties or the Private Project Properties, as applicable; and (ii) all necessary permits for the construction of improvements to the respective Qualified Project Properties or the Private Project Properties, as applicable, have been issued by the applicable governmental authorities.

“Comparable Hotel Properties” means hotels that (i) are upper-upscale, full-service, convention center headquarter hotels (not including so-called “budget” or “limited service” hotels or motels); (ii) has at least two-hundred and fifty (250) rooms (Lot 10) or one-hundred and twenty (120) rooms (Lot 7); (iii) contain features, finishes, and amenities that are available in hotels of similar age that are at all times during the term of the Ground Lease maintained in a condition no less than that required by the hotel operating standard acceptable to the City and are considered to be upper-upscale, full-service, convention center headquarter hotels; and (iv) are located within the continental United States.

“Contract of Sale” means the contract of sale to be provided by the City for the Private Project Properties and executed by the parties after finalization of the Approved Plans for the Private Project Properties, which are subject to final approval by the City Council.

“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.

“Equipping” means those items of furnishings, fixtures, equipment, accessories, and materials for use in the operation of the improvements to be constructed on the Properties.

“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; (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; (e) fires; (f) epidemics or pandemics where shut-down of residential 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: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate, other than industry or nationwide strikes or labor disputes; (x) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (y) the occurrence of any manpower, material, or equipment shortages except as set forth in (f) above; or (z) any delay, default or failure (financial or otherwise) of the General Contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the projects contemplated under this Agreement.

“General Contractor” means the contractor(s), as selected by the Developer and approved by the City pursuant to this Agreement.

“General Fund Sales Tax Revenues” means the amount of the unrestricted 1% municipal sales and use tax revenues attributable to the Qualified Convention Center Facility and Qualified Hotels and collected by the Texas Comptroller of Public Accounts from the sales of goods and services resulting in tax revenues remitted to and actually received by the City.

“Ground Lease” means that certain lease of Lot 10 and Lot 7 to the Developer as lessee by the City as lessor.

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

“Parking Garage” a structured parking facility with approximately \_\_\_\_ spaces consistent with a hotel operating standard acceptable to the City that is maintained by the Developer and open to the general public to serve Hotel Carbon – Elite, the Qualified Convention Center Facilities, and the surrounding stadium, retail, entertainment, and restaurant space.

“Project and Finance Plan” means the final project plan and finance plan adopted by the City and the Board for the TIRZ required by the TIRZ Act, as amended.

“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.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“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.

“Taxable Value” shall mean the appraised value of the Properties as certified by the Tarrant Appraisal District, or its successor, for a given Tax Year.

“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 TERM**

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until (1) the Parties have fully satisfied all terms and conditions of this Agreement, or (2) upon the expiration of thirty (30) years, whichever occurs first, unless sooner terminated as provided herein.

## **ARTICLE 3 DEVELOPER OBLIGATIONS**

3.1 Contract of Sale. Within ninety (90) days of the Effective Date, plus any days required by the City to prepare the Private Project Properties for development by Developer, such as zoning, subdividing, platting, amending the Project and Finance Plan for the Zone, Developer shall execute the Contract of Sale for the Private Project Properties and any exhibits of the Contract of Sale requiring Developer’s execution.

3.2 Compliance with Laws. Development of the Properties must be done in accordance with the Approved Plans and all applicable federal, state and local laws, codes, and regulations. The Developer consents and agrees to the zoning of the Property pursuant to City Ordinance 2262-22, “S, South Mansfield Form-Based Development District”, which was adopted by the City on June 27<sup>th</sup>, 2022, and that such zoning is consistent with this Agreement.

3.3 Regulations Regarding Building Products, Materials, or Methods. The parties find that each 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, Developer 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 Approved Plans and the Zoning District (collectively 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, Developer 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) Developer's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City and Board to authorize the payments to Developer described herein; (d) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

3.4 Commencement of Construction. Developer must achieve (1) Commencement of Construction of the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), and Hotel \_\_\_\_\_ (Lot 7) no later than December 1<sup>st</sup>, 2025; (2) Commencement of Construction of XO2 Tower (Lot 11) by December 1<sup>st</sup>, 2027; and (3) Commencement of Construction of the Vertical Mixed-Use development (Lot 3) by December 1<sup>st</sup>, 2028.

3.5 Building Final and Certificate of Occupancy. Developer must receive a Building Final and Certificate of Occupancy for the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), and Hotel \_\_\_\_\_ (Lot 7) no later than December 1<sup>st</sup>, 2027.

3.6 Property Maintenance. Developer agrees to be responsible for the continuous and perpetual operation and maintenance of the Properties in accordance with all applicable federal, state and local laws, codes, and regulations during the Term of this Agreement.

3.7 Minimum Taxable Value. The development of the Properties must result in a Taxable Value of at least \_\_\_\_\_ million dollars (\$\_\_\_\_,000,000) for the 2028 Tax Year and for every Tax Year thereafter during the Term of this Agreement. In the event the Taxable Value of the Properties less any accumulated depreciation ("Minimum Taxable Value") falls below the minimum amount stated in the preceding sentence for any Tax Year during the Term of this Agreement, then the Developer shall be subject to the default provisions of this Agreement.

3.8 Capital Investment. The minimum Capital Investment for the Properties shall be at least \_\_\_\_\_ million dollars (\$\_\_\_\_,000,000) as of the date the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), and Hotel \_\_\_\_\_ (Lot 7) receive a Building Final. The Developer shall, within thirty (30) days after receiving a Building Final deliver to the Director copies of invoices, bills, receipts and such other information as may be reasonably requested by City or Board to document compliance with the required minimum Capital Investment.

3.9 The Developer must generate a minimum of \$\_\_\_\_\_ worth of General Fund Sales Tax Revenues in each Tax Year after receipt of the Building Final and Certificate of Occupancy for the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), and Hotel \_\_\_\_\_ (Lot 7) during the Term of this Agreement.

#### **ARTICLE 4 PAYMENTS**

4.1 Conveyance of Private Project Properties. The City owns the Private Project Properties and development of the Private Project Properties is necessary to implement the Project and Finance Plan in accordance with Section 311.008 of the TIRZ Act and Texas Local Gov't Code Ch. 253, as applicable. As such, the City and the Board find that it is advisable that the Developer shall be able to purchase the Private Project Properties from the City upon the following conditions:

(a) The price for the Private Project Properties shall be the total square footage of Lot 11 and Lot 3 multiplied by \$3.00 per square foot, with such payment to be made to the City with cash payable at the closing of the conveyance of the Private Project Properties to the Developer; and

(b) The Developer's right to purchase the Private Project Properties from the City shall expire upon the expiration of one hundred and eighty (180) days from the Effective Date of this Agreement, and the Contract of Sale shall include a provision acknowledging the same; and

(c) To ensure compliance with Texas Local Gov't Code Ch. 253 and to ensure the public purposes of the City and the Board are satisfied, the special warranty deed to the Developer shall include an automatic reverter if the Developer fails to achieve Commencement of Construction of XO2 Tower (Lot 11) by December 1<sup>st</sup>, 2027. The public purposes of the City and the Board shall be considered satisfied and the City will release the automatic reverter if the developer achieves Commencement of Construction of XO2 Tower (Lot 11) by December 1<sup>st</sup>, 2027.

4.2 Ground Lease of Qualified Project Properties. The parties agree that the Qualified Project Properties will be continue to be owned by the City as provided in this Agreement. The City as "Lessor" will enter into a Ground Lease with the Developer as "Lessee" with rental in the amount of twelve dollars per year (\$12.00), which shall continue for a term of fifteen (15) years, or until the tenth (10<sup>th</sup>) anniversary of the date Hotel Carbon – Elite is open for initial occupancy, whichever occurs sooner. Upon expiration of the term of the Ground Lease, the Qualified Project Properties and all improvements owned by the City thereon will be conveyed in fee simple to the



Developer for ten dollars (\$10.00) and other good and valuable consideration by special warranty deed in accordance with Texas Local Gov't Code Ch. 253 and Texas Tax Code Ch. 311. However, the parties agree that the special warranty deed will include land use restriction terms and conditions that will obligate the Developer, or its Affiliates, to continue to operate and maintain the Qualified Project Properties in accordance with the Brand and Comparable Hotel Properties standard set forth in this Agreement.

4.3 For purposes of this Agreement, the purchase price, reverter, ground lease, and payment requirements of this Article 4 are determined to be the manner and condition the City and Board find to be advisable to implement the Project and Finance Plan for the Zone, and shall be considered a part of the economic development program and consideration for Developer's completion and compliance with the conditions and requirements of this Agreement.

#### 4.4 Development Fees and Charges.

1. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges, if any, applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

2. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges, if any, applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Project and any other improvements requiring City review, according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

3. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees, if any, according to the fee schedule adopted by the City Council at the time of inspection.

4. Park Fees. Development of the Property shall be subject to the payment to the City of all park fees, if any, according to the fee schedule adopted by the City Council at the time of inspection.

5. Impact Fees. Development of the Property shall be subject to the payment to the City of Impact Fees, if any, according to the fee schedule adopted by the City Council at the time of inspection.

6. Selection of Building Inspection Firm. In the event the City is unable to routinely complete building inspection within thirty (30) days of a request by the general contractor for a building, the City and the Developer shall implement a program of third-party inspections. Such building inspections for development within the Property may be conducted by a third-party (the "Building Inspection Firm") at the sole cost of the Developer. The Developer shall present to the City three candidate firms for consideration. Such candidate firms shall be in compliance with all Applicable Law and shall not have previously been involved in litigation against the City. In addition, none of such firms shall have previously conducted work for the City for which the City was unsatisfied. The City shall select the Building Inspection Firm from these candidates and shall

notify the Developer of its selection within thirty (30) days of receiving the candidate list if the City does not interview any of the firms. If the City elects to interview any of the firms, the City shall have sixty (60) days to select a Building Inspection Firm. No building inspection fees shall be charged by the City for an inspection performed by a Building Inspection Firm.

## **ARTICLE 5**

### **CHAPTER 380 PROGRAM GRANTS AND INCENTIVES**

5.1 In exchange for Developer's Capital Investment, and bringing the Qualified Project to the City, Zone, and the State, and its completion and compliance with the conditions and requirements of this Agreement, the City shall provide the following incentives and grants to the Developer:

(i) Escrow Account. The City shall keep the proceeds from the sale of the Private Project Properties in an escrow account held by the City. The Developer may draw-down funds from the escrow account on a monthly basis for work performed on the Qualified Project Properties to ensure funds are available for full development of the Qualified Project Properties. The draw-down of funds by the Developer shall be approved in writing by the City subject to inspection of the work by the City and the Developer's continued satisfaction with the terms and conditions of this Agreement.

(ii) [insert tax rebate incentive/establish cap] A municipality is not entitled to receive revenue under Section [351.156](#) or [351.157](#) unless the municipality has pledged or committed a portion of the revenue derived from the tax imposed under this chapter and collected by the qualified hotel for the payment of bonds, other obligations, or contractual obligations described by Subsection (a) and issued or incurred for the qualified project.

only if the qualified hotel that is a component of the qualified project for which that revenue is pledged or committed benefits from the pledging or committing of that revenue.

"Project Revenues" means those revenues pledged or committed to the City's contractual Chapter 380 Payment obligations under this Agreement. Such revenues include:

- (i) The State hotel occupancy tax collected from the Qualified Hotels and Parking Garage pursuant to Chapter 156 of Texas Tax Code, for a period of 10 years.
- (ii) The General Fund Sales Tax Revenues collected from the Qualified Hotels and Parking Garage, for a period of 10 years.
- (iii) The City's hotel occupancy tax collected from the Hotel pursuant to Chapter 351, Texas Tax Code, for a period of 10 years.
- (iv) The City's portion of the State mixed beverage tax imposed by Chapter 183 of Texas Tax Code, paid by any mixed beverage permittee, and attributable to mixed beverages sold at the Qualified Hotels and remitted to the City, for a period of 10 years.
- (v) The State sales and use tax collected from the Qualified Hotels and Parking Garage pursuant to Chapter 151 of Texas Tax Code for a period of 10 years.

5.2 Payment in Lieu of Ad Valorem Taxes. Developer agrees that with respect to each Tax Year of this Agreement that all or any portion of the Qualified Hotels are exempt from ad valorem taxation due to the City's ownership of the real property, Developer will make Payment in Lieu of Taxes ("PILOT") to the City for the Tax Increment that would have been paid to the City had the Developer owned the real property. The Developer agrees to disburse such PILOT payment(s) to the City on or before January 31<sup>st</sup> of each Tax Year, and the City agrees that the PILOT payment(s) will be added to the TIRZ Fund to benefit the Zone.

5.3 Utilities, Access Road, Design, and Construction. City agrees to bring, at sole cost to the City, all necessary public utilities, including water, stormwater, and sewer, and cause or authorize all franchise utilities to bring internet, phone, gas, and power to the Property as part of the City's overall development of the Zone.

## **ARTICLE 6**

### **TERMINATION, OFFSET, AND REPAYMENT**

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

- (a) by mutual written agreement of the parties; or
- (b) upon written notice by the City or Board, if:
  - (i) Developer fails to execute the Contract of Sale or Ground Lease; or
  - (ii) upon written notice by the City or Board, if the Contract of Sale is terminated or otherwise fails to close, except for an event of Force Majeure; or
  - (iii) Developer fails to achieve Commencement of Construction of the Qualified Convention Center Facility, Hotel Carbon – Elite, and Parking Garage (Lot 10), and Hotel \_\_\_\_\_ (Lot 7) as required by Section 3.4 above.
- (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 thirty (30) days after written notice thereof; or
- (d) upon written notice by the City or Board, if Developer suffers an Event of Bankruptcy or Insolvency; or
- (e) upon written notice by the City or Board, if any Impositions owed to City or Board become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or
- (f) upon written notice by any Party if any subsequent federal or state legislation or any decision of the Texas Comptroller of Public Accounts, State Attorney General, or a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

6.2 Offset. The Developer shall not allow the ad valorem taxes owed to the City on any property owned by Developer and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The City may at its option, and after delivering written notice to Developer of its intent to do so, increase any amounts due and payable to the City under this Agreement to recover 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.

6.3 Repayment. In the event this Agreement is terminated by the City or Board pursuant to Section 6.1(b)-(f), Developer shall immediately refund the paid portions of the grant or incentive payments to the City or the Board, if any, 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) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

6.4 Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term, or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term, or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

## **ARTICLE 7 INSURANCE, INDEMNIFICATION, AND RELEASE**

7.1 Insurance. With no intent to limit any General Contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Qualified Project, certain insurance, as provided below in full force and effect at all times during construction of the Qualified Project and shall require that the City is named as an additional insured under such General Contractor's insurance policies.

(d) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each General Contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, General Contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence or a limit equal to the amount of the contract amount, \$6,000,000 General Aggregate Bodily Injury and Property Damage.

The General Contractor may procure and maintain a master or controlled insurance policy to satisfy the requirements of this Section, which may cover other property or locations of the General Contractor and its affiliates, so long as the coverage required in this Section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the General Contractor pursuant to the Construction Agreement (defined below) involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability;

(iv) To the extent available, each policy of commercial general liability, Worker's Compensation, and automobile liability insurance shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) The commercial general liability and automobile liability insurance shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

Each policy, with the exception of Worker's Compensation, the commercial general liability and professional automobile liability insurance, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

The Developer shall cause each General Contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Project and within thirty (30) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the General Contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. The contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

7.2 Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

7.3 Additional Insured Status. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

7.4 Certificates of Insurance. Certificates of Insurance and policy endorsements in a form reasonably satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article. On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

7.5 Carriers. All policies of insurance required to be obtained by the Developer and its General Contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its General Contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

7.6 **INDEMNIFICATION.** THE CITY AND 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 DEVELOPER, GENERAL CONTRACTOR, OPERATOR, OR THEIR CONTRACTORS PURSUANT TO THIS AGREEMENT. DEVELOPER AND OPERATOR HEREBY WAIVE ALL CLAIMS AGAINST THE CITY 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 DEVELOPER, OPERATOR, OR THEIR CONTRACTORS PURSUANT TO THIS AGREEMENT. DEVELOPER AND OPERATOR DO 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 DEVELOPER'S OR OPERATOR'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY



**ACT OR OMISSION ON THE PART OF DEVELOPER, OPERATOR, OR THEIR 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, DEVELOPER, AND OPERATOR 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 DEVELOPER'S AND OPERATOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY DEVELOPER OR OPERATOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## **ARTICLE 8 CONSTRUCTION OF PUBLIC IMPROVEMENTS**

### **8.1 Developer as Construction Manager, Construction Engineers.**

(a) Prior to construction of the Qualified Project, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the project and shall obligate each General Contractor, architect, and consultant who work on the project to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Project to be undertaken in accordance with City Regulations. The Developer shall select architects and engineers pursuant to Texas Gov't Code Ch. 2254, and the Developer shall make commercially reasonable efforts to ensure that all work performed on the Qualified Project is competitively bid in accordance with a delivery method approved by Texas Local Gov't Code Ch. 252 or Texas Gov't Code Ch. 2269.

(b) The Developer shall design, construct, furnish, equip, and operate, or cause the design, construction, furnishing, Equipping, and operation of the project in accordance with this Agreement and the final Project and Finance Plan for the Zone.

(c) Developer shall comply, or shall require its General Contractor to comply, with all local and state laws and regulations, including the City Regulations regarding the design and

construction of the Qualified Project applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two-year maintenance bonds for the Qualified Project in accordance with Texas Gov't Code Ch. 2253.

(d) Within 45 days of the Completion of Construction of the Qualified Project or a phase of the Qualified Project, Developer shall provide City with a final cost summary of all project costs incurred and paid associated with the construction of that portion of the Qualified Project and provide proof that all amounts owing to General Contractors have been paid in full evidenced by "all bills paid" affidavits and final unconditional lien releases executed by Developer or its General Contractors with regard to that portion of the Qualified Project.

(e) Developer agrees to require General Contractors and/or subcontractors constructing the Qualified Project to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City. The same requirement shall apply to Developer if Developer performs the role of General Contractor. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City may reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to work being performed on any such Qualified Project, and the City shall be named as an additional obligee on all bonds.

(f) Within 45 days of Completion of Construction of the Qualified Project or a portion thereof, the Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with Applicable Law, all property rights relating to the Qualified Convention Center Facilities.

## 8.2 Construction Agreements.

(a) The Developer shall enter into contracts with General Contractors and/or subcontractors for construction of the Qualified Project to be let in the name of the Developer (the "Construction Agreements"). The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents, and Developer shall provide all construction documents for the Qualified Project and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Qualified Project that the General Contractor(s) will indemnify, defend, and save harmless the City and Board against any costs or liabilities thereunder in the same manner provided by Section 7.6 "INDEMNIFICATION" of this Agreement. The Developer or its designee shall administer the Construction Agreements, which shall be paid by the Developer or caused to be paid by the Developer.

(b) In addition to Section 8.02(a) above the following requirements apply to Construction Agreements for the Qualified Project:

(i) Plans and specifications shall comply with all Applicable Law and City Regulations, and shall be in conformity to the Approved Plans. All plans and specifications and any amendments thereto shall be reviewed and approved by the City prior to the issuance of permits; and

(ii) Each Construction Agreement shall provide that the General Contractor is an independent contractor, independent of and not the agent of the City or Board.

(c) City's and Board's Roles. City and Board shall have no responsibility for the cost of planning, design, engineering construction, or furnishing/Equipping the Qualified Project necessary to achieve Completion of Construction of the Qualified Project under this Agreement.

8.3 Project Scope Verification. The Developer will from time to time, as reasonably requested by the City, verify to the City that the Qualified Project is being constructed in accordance with the Approved Plans. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or General Contractor to consult with the Developer and the City regarding such concerns.

8.4 By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the governmental functions described in this Article. The City shall review plans and specifications for compliance with Applicable Law, but the City does not make any representation or warranty concerning the appropriateness of any such plans and specifications for any purpose. The City's approval of (or failure to disapprove) any such plans and specifications, including the site plan, submitted with such plans and specifications and any revisions thereto, shall not render the City liable for same.

8.5 Additional Requirements. In connection with the design and construction of the Qualified Project, the Developer shall undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the plans and specifications for the Qualified Project (including revisions) as such plans and specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Qualified Project;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Qualified Project, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each General Contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Approved Plans to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer, its General Contractor, if any, and the City shall provide each Party with reasonable advance notice of any scheduled construction meetings as set forth in the

construction contracts for the Qualified Project, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the progress of the work;

(e) The Developer or any General Contractor shall comply with, and shall require that its agents and subcontractors comply with all Applicable Law regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any General Contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to a portion of the Approved Plans for the Qualified Project;

(g) Upon reasonable notice from the City, the Developer shall or shall cause any General Contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by such General Contractor or its subcontractors during construction of the Qualified Project and to reimburse the City for reasonable out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon reasonable notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with Approved Plans for the Qualified Project and with City Regulations;

(i) If Developer's General Contractors, subcontractors, architect, engineers performs any soils, construction, and materials testing during construction of the Qualified Project, the Developer shall make available to the City copies of the results of all such tests;

(j) If the Developer's General Contractors, subcontractors, architects, or engineers foregoing entities, or any other persons shall fail in a material respect to perform any of the obligations described in this Agreement, the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein;

(k) The Developer shall provide to the City any other information or documentation or services required by City Regulations with regard to the design and construction of the Qualified Project; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Qualified Project.

**8.5 City Police Powers.** The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Law to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its General Contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any General Contractor or the

Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its General Contractors.

8.6 Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Qualified Project arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Qualified Project for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. In order to comply with this paragraph, the Developer shall cause any such claim of lien to be fully discharged prior to the date of dedication and acceptance of the Qualified Project by the City, and may provide proof thereof to the City through final unconditional lien waivers, recorded release of liens, or other bond guarantees. The City shall have no obligation to accept the dedication of the Qualified Project or any portion thereof that is encumbered by a lien or any other cloud on title. This Section 8.6 is not intended to limit any lien or deed of trust relating to Developer's lending institution providing financing for the Development.

8.7 City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Qualified Project or otherwise under this Agreement shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

8.8 Right of the City to Make Inspection.

(a) At any time during the construction of the Qualified Project, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Qualified Project; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the work site that are imposed by the Developer or its General Contractor or subcontractors.

(b) Inspection of the construction of the Qualified Project shall be by the City Representative. The Developer shall pay the inspection fee which may be included as a Project cost.

## **ARTICLE 9 ACCESS TO INFORMATION; RECORDS**

9.1 Public Information Act. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the Texas Comptroller of Public Accounts the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the Texas Comptroller of Public Accounts considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's request, Developer agrees to

provide the City access to contract documents, invoices, receipts, records, and reports to verify Developer's compliance with this Agreement.

9.2 Right to Audit. The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds for the Capital Investment. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of costs related to the Qualified Project, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff. The City and the Developer shall reasonably cooperate with the auditors (internal or external), and shall retain and maintain all such records for at least two (2) years from the date of Completion of Construction of the Qualified Project. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

9.3 Ownership of Plans and Warranties. Upon Completion of Construction of the Qualified Convention Center Facility, ownership of all Approved Plans, and all manufacturers warranties, and other guarantees for the design, construction, and Equipping of the Qualified Convention Center Facility and common infrastructure or facilities shall be assigned to and vest in the City. The Developer will own all rights related to the Approved Plans for the design, construction, and Equipping of Hotel Carbon – Elite.

## **ARTICLE 10**

### **GOVERNMENTAL FUNCTIONS AND IMMUNITY**

10.1 The parties hereby acknowledge and agree that the City and the Board are entering into this Agreement pursuant to their governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of their police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the City. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

## **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. Developer and Operator represent and warrant that they have the requisite authority to enter into this Agreement. Developer and Operator represent and warrant that they will not violate any federal, state or local laws in constructing or operating the Qualified Project, and that the Qualified Project shall conform to the applicable building codes, zoning ordinances, Approved Plans, and all other ordinances and regulations of the City of Mansfield.

11.3 Titles and Headings. The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

11.4 Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

11.5 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.

11.6 Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

11.7 Successors and Assigns.

- (a) This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- (b) Developer may assign all or part of its rights and obligations under this Agreement to a non-Affiliate only upon prior written approval of the City and the Board. However, this Agreement may be assigned by Developer to: (i) its Affiliate without consent by the City or the Board, if Developer provides to City and Board with at least forty-five (45) days' prior written notice thereof and such assignee assumes in writing the obligations and liabilities of such transferring Affiliate in a form reasonably approved by City and Board; and (ii) to third-parties providing loans to Developer as collateral for such loans; provided, however, the assignment of this Agreement as collateral shall not be construed as creating any debt of the City or the Board within the meaning of any constitutional or statutory provision, and the City and Board shall not be required to subordinate their rights or obligations under this Agreement to any financial institution, or to any other third-party providing loans to Developer when mutually agreed upon by Parties pursuant to this Agreement.

11.8 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.

DEVELOPER: TerraViva Global, LLC,  
5 Cowboys Way, Suite 300  
Frisco, Texas 75034  
Attn: Richard Ellis, Manager

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

BOARD: Board of Directors of TIRZ #4  
1200 E. Broad Street  
Mansfield, TX 75160  
Attn: Joe Smolinski, City Manager

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

11.9 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.

11.10 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.

11.11 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.

11.12 No Joint Venture. Nothing contained in this Agreement or any other agreement between the Parties is intended by the Parties to create a partnership or joint venture between or among the Developer and the City, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs, or actions proximately resulting from its own individual acts or omissions.

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. Developer 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 Developer is convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay to the City 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 Developer receives a notice of violation from the City.

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

11.18 Gift to Public Servant. The City may terminate the Agreement immediately if the Developer has offered or agreed to confer any benefit upon a City or Board employee or official that the City or Board employee or official is prohibited by law from accepting.

11.19 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

11.20 No Consent to Third-Party Financing. The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement.

11.21 No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

11.22 380 Grant Limitations. Under no circumstances shall the obligations of the City or Board hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City and the Board agree during the term of this Agreement to make a good faith effort to appropriate funds in accordance with this Agreement. Further, City and Board shall not be obligated to pay any lienholder, commercial bank, lender, or similar person or financial institution for any loan or credit agreement made by the Developer. None of the obligations of City or Board under this Agreement shall be pledged or otherwise encumbered by the Developer in favor of any lienholder, commercial bank, lender, or similar person, or financial institution.

11.23 Ethics Disclosure. The Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Developer and the City has not verified such information.

11.24 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.

11.25 Time of the Essence. The Parties agree that with respect to the performance of the obligations of each, including all development related submissions and reviews, time is of the essence.

11.26 Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

11.27 Estoppel Certificates. From time to time upon written request of the Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, and without waiving any claim, providing any warranty, or promising to indemnify, execute a written estoppel certificate identifying any Developer obligations under this Agreement that are in default.

11.28 Rough Proportionality.

(i) The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by the Developer related to the Approved Plans are roughly proportional to the need for such improvements created by the development of the Properties.

(ii) The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, are related both in nature and extent to the impact of the development of the Properties. The Developer waives and releases any and all claims against the City and Board related to rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Gov't Code, or the Texas or U.S. Constitutions.

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

11.30 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

11.31 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

11.32 Petroleum. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other

affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

**11.33 Firearms.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net



earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

11.34 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

11.35 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.

**[Signatures on Following Pages]**

**[Remainder of Page Intentionally Left Blank]**

**TERRAVIVA GLOBAL, LLC**  
a Texas limited liability company

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

Name: Richard Shawn Ellis

Title: Manager

Date: \_\_\_\_\_

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Richard Shawn Ellis, Manager, of TerraViva Global, LLC, a Texas limited liability company, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[SEAL]

**CITY OF MANSFIELD, TEXAS**

\_\_\_\_\_  
Joe Smolinski, City Manager, or designee

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Susana Marin, City Secretary

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

\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

**EXHIBIT A**  
**THE PROPERTY**

1. The Qualified Project Properties are identified as “Lot 10” and “Lot 7” on the map below.
2. The Private Project Properties are identified as “Lot 11” and “Lot 3” on the map below.
3. This **Exhibit A** is subject to the following: The Approved Plans and the site plan for each respective Lot will be subject to approval by the City prior to Commencement of Construction of each respective Lot.

Map





## **EXHIBIT B**

### **THE ZONE**

This **Exhibit B** is subject to modification upon the approval of an expanded Zone and approval of a final Project and Finance Plan in accordance with the TIRZ Act. Upon expansion of the Zone and amendment the Project and Finance Plan, this Agreement may be amended, or the Parties anticipate entering into separate agreements to include the following:

1. Hawaiian Falls Water Park Site-Redeveloped into a water-themed entertainment and hotel concept known as KAI Legitimate under the House of Tangram family of hotels. 120 rooms, including an extensive indoor and outdoor family-friendly water park, and all new, updated operations.
2. Golf Property-Redevelopment and creation of a unique, one-of-a-kind upscale golf experience similar to Top Golf or Bays of Frisco, with the inclusion of a single or dual-branded hotel experience under the House of Tangram family of hotels.



REINVESTMENT ZONE NUMBER FOUR, CITY OF MANSFIELD, TEXAS

**RESOLUTION NO. RE-4155-24****A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING, DESIGNATING, AND COMMENCING A QUALIFIED PROJECT PURSUANT TO TEXAS TAX CODE CH. 351; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

**WHEREAS**, the City desires to approve, designate, and commence a Qualified Project in the City of Mansfield, Texas, in the location shown on the attached Exhibit “A”; and,

**WHEREAS**, the City is a municipality with a population of 70,000 or more but less than 150,000 that borders Joe Pool Lake; and,

**WHEREAS**, the City intends that the Qualified Project will consist of a Qualified Hotel, Qualified Convention Center Facility, and other Qualified Establishments as authorized by Texas Tax Code Ch. 351.

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

**SECTION 1.**

The recitals above are true and correct and are incorporated into this resolution as if fully set forth herein.

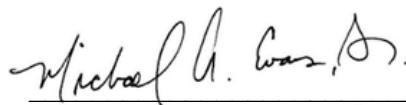
**SECTION 2.**

The City Council hereby approves, designates, and commences the Qualified Project in the City of Mansfield, Texas, in the location shown on the attached Exhibit “A”.

**SECTION 3.**

This resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED THIS THE 22<sup>ND</sup> DAY OF JANUARY, 2024.**



\_\_\_\_\_  
Michael Evans, Mayor

ATTEST:

*Susana Marin*

Susana Marin, City Secretary





