

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

**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PRESERVATION AGREEMENT WITH MANUEL AND ELVA HERNANDEZ, OWNERS OF THE GAULDEN-BASKIN HOUSE AT 301 W. BROAD STREET FOR A HISTORIC MANSFIELD PRESERVATION GRANT NOT TO EXCEED \$10,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council authorized a Historic Mansfield Preservation Grant Program to assist in the preservation of the City's cultural heritage through the preservation, restoration and rehabilitation of Mansfield's historic homes; and

**WHEREAS**, the Mansfield Historic Landmark Commission has reviewed the request for a preservation grant for the Gaulden-Baskin House at 301 W. Broad Street and has determined that the house is worthy of preservation; and

**WHEREAS**, the property owners of 301 W. Broad Street have agreed to the terms of the agreement and have made an application to place the property in the Historic Landmark Overlay District.

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

**SECTION 1.**

The Preservation Agreement, attached hereto as Exhibit "A", between the City of Mansfield, Texas, and Manuel and Elva Hernandez is hereby approved.

**SECTION 2.**

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
**David L. Cook**, Mayor

ATTEST:

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



## HISTORIC MANSFIELD PRESERVATION GRANT PROGRAM PRESERVATION AGREEMENT

**Whereas,** this Preservation Agreement (Agreement) is entered into between the City of Mansfield, a Texas municipal corporation (City) and Manuel and Elva Hernandez (Owner); and

**Whereas,** the Owner will use funds made available through the Historic Mansfield Preservation Grant Program (Program) for exterior preservation, restoration, rehabilitation and/or reconstruction (Work) of the house, which is owned by the Owner; and

**Whereas,** the Owner has initiated proceedings to designate their property a City of Mansfield Historic Landmark; and

**Whereas,** the purpose of this Agreement is to set forth the responsibilities of the City and the Owner in the payment, construction and reporting of the Work; and

**Whereas,** the Owner has made application under the Program for financial assistance for Work to be done to the Gaulden-Baskin House, located at 301 W. Broad Street, a property eligible for designation as a Mansfield Historic Landmark in the City of Mansfield; and

**Whereas,** such application was recommended for \$\_\_\_\_\_ by the Mansfield Historic Landmark Commission on June 13, 2019;

NOW THEREFORE, be it agreed by the City and the Owner as follows:

### **Term**

The term of this Agreement shall commence on the latest date of execution shown hereon and shall terminate one (1) year following the date of completion of the Work.

### **Amount and Scope**

The City shall engage and pay directly to the Contractor \$\_\_\_\_\_ for the Work which shall consist of:

1. Replacement of existing windows on the historic house and associated work on the facades facing West Broad Street and/or South 2<sup>nd</sup> Avenue.

The Owner consents to the City's selection of a qualified Contractor to install new windows meeting standard in Chapter 3.3 of the *Design Guidelines for Historic Residential Properties* and shall allow the Contractor access to the property, and Owner will execute any and all agreement with the Contractor as necessary to complete the Work.

### **Historic Designation**

The Owner agrees to continue the process to designate their property a City of Mansfield Historic Landmark in accordance with Section 5400 of the City of Mansfield Zoning Ordinance.

## **Default and Repayment**

The City may withhold future grant payments or the Owner shall promptly repay any and all amounts paid by the City, in the event that during the term of this agreement any of the following occur:

1. The residence is not maintained to City of Mansfield building codes;
2. Historic Landmark designation is removed;
3. Property changes from residential use to another use;
4. Owner performs or arranges for other work (not under this Agreement) materially detracting from the historic character or fabric of the exterior of the house; or
5. Owner breach any other term of this Agreement.

Grant recipients who receive grant funding based on owner-occupied residential use of the property must repay twenty five percent (25%) of the grant amount if the owner-occupied status of the property changes to rental.

## **Liability and Indemnification**

The Owner acknowledges that he/she has read the guidelines for the grant program included with the application and agree to all of the terms and conditions contained in the guidelines. If required, any Contractor hired for this project will hold contractors licenses for the City of Mansfield.

The Owner agrees to indemnify and hold harmless the Mansfield Historic Landmark Commission and the City of Mansfield, its agents, servants, employees, and officers against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the City's acceptance, consideration, approval or disapproval of this agreement and the issuance or non-issuance of a grant, or any work performed in connection with this Agreement.

## **Notice**

The Owner shall provide the City with at least two (2) weeks' notice of any intended transfer of title, any encumbrance on title or pending legal action which may result in foreclosure of property. Notice or correspondence shall be sent to:

City of Mansfield  
Planning Department  
1200 E. Broad Street  
Mansfield, Texas 76063

## **Acknowledgement**

The Owner shall, at City's expense, allow for installation of a durable sign visible to the passing

public that identifies the house and acknowledges that assistance has been provided through the City of Mansfield.

**Assignment**

The terms of this agreement shall be binding on the Owner's successors and assigns and shall run with the property for the term of the agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clayton Chandler, City Manager  
City of Mansfield

\_\_\_\_\_  
Manuel Hernandez, Property Owner  
301 W. Broad Street

\_\_\_\_\_  
Elva Hernandez, Property Owner  
301 W. Broad Street

Approved as to Form:

\_\_\_\_\_  
City Attorney