



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, September 11, 2023

3:00 PM

Council Chambers

REGULAR MEETING

1. 3:00 P.M. - CALL MEETING TO ORDER

2. WORK SESSION

Discussion Regarding the Draft Mansfield 2040 Future Land Use Plan

Discussion Regarding the Proposed Neighborhood Design Standards

Discussion Regarding the September 11, 2023 Consent Agenda Items

3. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 352-342443-23

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

Seek Advice of City Attorney Regarding Public/Private Partnerships

Seek Advice of City Attorney Regarding Enforcement Activities in the Downtown Area

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

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

Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

Board Appointments

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 #22-23

Economic Development Project #23-08

Economic Development Project #23-11

Economic Development Project #23-13

4. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION****6. INVOCATION****7. PLEDGE OF ALLEGIANCE****8. TEXAS PLEDGE**

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

9. 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.

10. COUNCIL ANNOUNCEMENTS**11. SUB-COMMITTEE REPORTS**

[23-5562](#) Minutes - Approval of the August 28, 2023 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Presenters: Susana Marin

Attachments: [8-28-23 DRAFT Meeting Minutes](#)

[23-5563](#) Minutes - Approval of the August 28, 2023 Tax Increment Reinvestment Zone #1 Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Presenters: Susana Marin

Attachments: [8-28-23 DRAFT Meeting Minutes](#)

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

B. Business Services Department Report

[23-5565](#) Presentation of the Monthly Financial Report for the Period Ending July 31, 2023

Presenters: Latifia Coleman

Attachments: [Monthly Financials - July 2023](#)

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

[23-5572](#) Ordinance - An Ordinance of The City of Mansfield, Texas, Authorizing and Approving Exchanges and Conveyances of Land with Open Range Properties, LLC; Making Findings of Fact; and Providing for Related

Matters

Presenters: Vanessa Ramirez

Attachments: [Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

[23-5575](#)

Ordinance - An Ordinance of The City of Mansfield, Texas Granting to Oncor Electric Delivery Company LLC, its Successors and Assigns, a Non-Exclusive Electric Power Franchise to use the Present and Future Streets, Alleys, Highways, Public Utility Easements, Public Ways and Public Property of the City Of Mansfield, Texas

Presenters: Vanessa Ramirez

Attachments: [Ordinance](#)

[23-5573](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Adopting the City of Mansfield, Texas Investment Policy; Approving Investment Pools; and Approving Qualified Broker Dealers and Investment Advisors for Engaging in Investment Transactions for the City

Presenters: Troy Lestina

Attachments: [Resolution](#)

[2023 Mansfield Investment Policy](#)

[2023 List of Investment Advisors/Brokers/Dealers/Contacts/Training Providers](#)

[23-5574](#)

Resolution - A Resolution of The City Council of The City Of Mansfield, Texas, Approving a Parking Lot Agreement with Open Range Properties, LLC for the Public Use of Open Range Properties, LLC's Parking Lot in an Amount not to Exceed \$14,300 a Year

Presenters: Vanessa Ramirez

Attachments: [Resolution](#)

[Exhibit A - Parking Lot Agreement](#)

[23-5578](#)

Resolution - A Resolution of the City of Mansfield, Texas Appointing the Associate Judges of the Mansfield Municipal Court of Record: Approving the Contract Appointing Three Associate Judges of the Mansfield Municipal Court of Record; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

Presenters: Troy Lestina

Attachments: [Resolution](#)

[Judicial Services Agreement - Judge Cram](#)

[Judicial Services Agreement - Judge Wilson](#)

[Judicial Services Agreement - Judge Bauman](#)

[23-5579](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting and Authorizing the Use of the Construction Manager at

Risk Delivery Method for the Expansion of the Service Center and Animal Shelter Project; Delegating Authority to the City Manager; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

Presenters: Matt Jones

Attachments: [Resolution](#)

[23-5583](#)

Resolution - A Resolution of The City Council of The City of Mansfield, Texas, Authorizing the Purchase of the West 15 Acres out of Philip B. George, Abstract 299, Johnson County, Texas (2624 Chambers St.) and Authorizing the Execution of Any Documents Necessary to Implement this Resolution

Presenters: Matt Jones

Attachments: [Resolution](#)

[23-5586](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Early Termination of the Maintenance and Operations Agreement with Big League Dreams Mansfield, LLC and Authorizing the Execution of any Documents Necessary to Implement this Resolution

Presenters: Vanessa Ramirez

Attachments: [Resolution](#)

[23-5587](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Purchase of Lot 1, Block 1, Singh Addition, Johnson County, Texas (1050 S. Mitchell Rd.) and Authorizing the Execution of any Documents Necessary to Implement this Resolution

Presenters: Matt Jones

Attachments: [Resolution](#)

[23-5580](#)

Request for Special Event Permit: 2023 Run for a Cure

Presenters: Jason Alexander

Attachments: [Special Event Permit Packet](#)

[23-5564](#)

Minutes - Approval of the August 28, 2023 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [8-28-23 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

15. PUBLIC HEARING AND RESOLUTION

[23-5582](#)

Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2023/2024 Services and Assessment Plan for the South Pointe Public Improvement District ("PID"); Providing a Severability Clause; and

Providing an Effective Date

Presenters: Troy Lestina

Attachments: [Resolution](#)

[FY24 Assessment South Pointe](#)

16. PUBLIC HEARING AND FIRST AND FINAL READING

[23-5499](#)

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155 of the Code of Ordinances of the City of Mansfield, "Zoning" by Amending Special Purpose District Regulations and Creating a New Section 155.074 "T, Toll Road 360 Form-based Development District" (OA#23-002)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Final Draft](#)

17. PUBLIC HEARING AND FIRST READING

[23-5500](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District on approx. 210 acres, being a 20.6-acre tract of land situated in the J. Lawrence Survey, Abstract No. 616, and a 189.4-acre tract of land situated in the M. Gregg Survey, Abstract No. 385, J. Lawrence Survey, Abstract No. 616, and the H. Henderson Survey, Abstract No. 432; City of Mansfield, Ellis County, Texas, located east of State Highway 360, south of Lone Star Road, and south of Britton Road.; Arcadia, Developer (ZC#23-005)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A - Legal Description](#)

18. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

[23-5547](#)

Public Hearing - Public Hearing Continuation and Second and Final Reading on the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

Presenters: Joe Smolinski

[23-5546](#)

Public Hearing - Public Hearing Continuation and Second and Final Reading on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all

Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Presenters: Joe Smolinski

19. NEW BUSINESS

[23-5570](#) Ordinance - Consideration and Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, in Accordance with the Charter of the City of Mansfield, and Making Appropriations for Each Fund and Department

Presenters: Joe Smolinski

Attachments: [Ordinance](#)

[23-5571](#) Ordinance - An Ordinance of the City of Mansfield, Texas, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Presenters: Joe Smolinski

Attachments: [Ordinance](#)

[23-5585](#) Resolution - A Resolution to Approve an Economic Development and Performance Agreement between the Mansfield Economic Development Corporation and M.R. DEVELOPMENT CORPORATION, and CARLETON DEVELOPMENT, LTD; and Authorize the Board President to Execute the Agreement

Presenters: Jason Moore

Attachments: [Resolution](#)

[Performance Agreement](#)

[Site Plan](#)

[23-5553](#) Board Appointments: Mansfield Park Facilities Development Corporation

Presenters: City Council

[23-5554](#) Board Appointments: Mansfield Economic Development Corporation

Presenters: City Council

[23-5555](#) Board Appointments: Planning and Zoning Commission

Presenters: City Council

[23-5556](#) Board Appointments: Zoning Board of Adjustments

Presenters: City Council

- [23-5557](#) Board Appointments: Historic Landmark Commission
Presenters: City Council
- [23-5558](#) Board Appointments: Historic Preservation Advisory Board
Presenters: City Council
- [23-5559](#) Board Appointments: Library Advisory Board
Presenters: City Council
- [23-5560](#) Board Appointments: Keep Mansfield Beautiful Commission
Presenters: City Council
- [23-5561](#) Board Appointments: Construction Code Board of Adjustment and Appeals
Presenters: City Council

20. **ADJOURN**

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 11, 2023 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, September 7, 2023 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5562

Agenda Date: 9/11/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the August 28, 2023 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

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 August 28, 2023 Housing Market Growth Strategy Sub-Committee 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 - Housing Market Growth Strategy Sub-Committee

Monday, August 28, 2023

12:30 PM

City Hall

CALL TO ORDER

Chair Lewis called the meeting to order at 12:31 p.m.

Staff present: City Manager Joe Smolinski, Deputy City Manager Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager Vanessa Ramirez, Executive Director of Planning and Development Services Jason Alexander, Assistant Director of Planning Arty Wheaton-Rodriguez, Assistant City Secretary Keera Seiger

Present 3 - Casey Lewis; Julie Short and Tamera Bounds

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

Discussion and Possible Action Regarding the Accessory Dwelling Unit Ordinance Update

Chair Lewis spoke on the history of discussions surrounding accessory dwelling units and the reasoning behind bringing the item back to be discussed again. Executive Director of Planning and Development Services Jason Alexander presented a brief history of the proposed text amendments to the accessory dwelling unit ordinance, some of the key amendments proposed, and gave examples. There was discussion amongst the sub-committee regarding concerns of accessory dwelling units such as there being more than one, parking requirements, the location of the accessory dwelling unit in reference to the primary dwelling, and clarifications to the proposed ordinance amendment. Jason answered sub-committee questions and spoke on residential building accessories in comparison to accessory dwelling units and the conversion of garages to accessory dwelling units.

A motion was made by Sub-Committee Member Short to approve and recommend the proposed accessory dwelling unit ordinance update to the City Council. Seconded by Sub-Committee Member Bounds. The motion CARRIED unanimously.

Discussion Regarding Pending Ordinance Changes/Recommendations as a Result of Updated Legislation

Jason Alexander spoke on the delegation of plat approval authority under Texas House Bill 3699 and neighborhood design standards under Senate Bill 929. He showed examples, and spoke on transect zones and additional considerations.

ADJOURNMENT

Chair Lewis adjourned the meeting at 1:18 p.m.

_____ *Casey Lewis, Chair*
ATTEST:

_____ *Susana Marin, City Secretary*



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5563

Agenda Date: 9/11/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 28, 2023 Tax Increment Reinvestment Zone #1 Board Meeting
Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

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 August 28, 2023 Tax Increment Reinvestment Zone #1 Board Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

Tax Increment Reinvestment Zone Number One Board

Monday, August 28, 2023

2:00 PM

City Hall

CALL TO ORDER

Chair Broseh called the meeting to order at 2:00 p.m.

Staff present: City Manager Joe Smolinski, Deputy City Manager Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager Vanessa Ramirez, Executive Director of Economic Development Jason Moore, Assistant City Secretary Keera Seiger

Absent 1 - Alisa Simmons

Present 5 - Alberto Mares; Larry Broseh; Michael Evans; Todd Tonore and Tamera Bounds

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

Discussion and Possible Action Regarding a TIRZ #1 Funding Request from Leon Capital Group Regarding the Design and Construction of Cannon Drive

Assistant City Manager Matt Jones presented the request from the Leon Capital Group, spoke on the deal points for the TIRZ request, and answered Board questions. Nash Thomas with the Leon Capital Group answered Board questions. There was discussion regarding right-of-way, width of the road, zoning, appraised values, and road connectivity.

A motion was made by Board Member Tonore to recommend approval of the request as proposed to the City Council. Seconded by Board Member Bounds. The motion CARRIED unanimously, with Board Member Simmons being absent.

ADJOURNMENT

Chair Broseh adjourned the meeting at 2:23 p.m.

ATTEST: Larry Broseh, Chair

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5565

Agenda Date: 9/11/2023

Version: 2

Status: To Be Presented

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Presentation of the Monthly Financial Report for the Period Ending July 31, 2023

Requested Action

Attached is the Monthly Financial Report for the period ending July 31, 2023 for Council's review.

Recommendation

Review the Financial Statement for the period ending July 31, 2023.

Description/History

Monthly Financial Report

Justification

To advise the Council of the city's financial condition.

Funding Source

N/A

Prepared By

Latifia Coleman, Director of Finance
817-276-4265



FINANCIAL REPORT

Ending July 31, 2023

City of Mansfield, Texas

Financial Report Issued by:
The City of Mansfield - Business Services Department



mansfieldtexas.gov

TABLE OF CONTENTS

HIGHLIGHTS _____	3
Financial Highlights _____	3
Capital Highlights _____	3
Debt Summary (year to date issuance) _____	3
GENERAL FUND FINANCIAL SUMMARY _____	4
Major Revenues _____	4
Expenditures _____	6
ENTERPRISE FUNDS FINANCIAL SUMMARY _____	7
Major Revenues _____	7
Expenses _____	8
SPECIAL REVENUE FUNDS FINANCIAL SUMMARY _____	10
MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND _____	10
MPFDC DEBT SERVICE FUND _____	10
THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND _____	11
Tax Increment Reinvestment Zone (TIRZ) _____	12
HOTEL/MOTEL TAX FUND _____	12
CAPITAL PROJECT FUNDS _____	13
GLOBAL SALES TAXES _____	14
INVESTMENTS _____	15
Financial Market Outlook _____	15
Citywide Cash & Investment Performance Summary _____	15
Appendix _____	16

Please see the appendix for full financial statements and detailed sales tax information

HIGHLIGHTS

Financial Highlights

The City of Mansfield, Texas is in solid financial condition as of July 2023 or 83.33% of the budget year with revenues within or exceeding expectations in the major funds and expenditures within or lower than budgeted expectations. On March 20th, the City presented to the City Council its audited financial statements for the fiscal year ending September 30, 2022, in accordance with national guidelines.

Capital Highlights

The following major projects are active with the table below displaying current year (CY) and life to date (LTD) expenditures.

Project Name	Expenditures CY (millions)	Expenditures LTD (millions)
Police Headquarters	\$4.61 CY	\$6.42 LTD
Library Expansion	\$0.18 CY	\$2.41 LTD
Equipment Replacement	\$3.01 CY	-

Debt Summary (year to date issuance)

FY2023	Purpose	GO	CO	Tax & Revenue COs	Total Issued (millions)
Series 2022 A	Police Headquarters Streets Infrastructure Animal Control Service Center Design			\$49.00	\$49.00
Series 2022 * (GO Refunding Bonds)	Refund Previously Issued Debt & Mansfield Linear Park and Trail Networks	\$13.37			\$13.37
Series 2023	Construction of Public Infrastructure		\$4.93		\$4.93
Total Debt Issued		\$13.37	\$4.93	\$49.00	\$67.29

General Obligation Bonds (GO), Certificates of Obligation Bonds (CO)

* The total economic gain resulting from the refunding = \$258,061

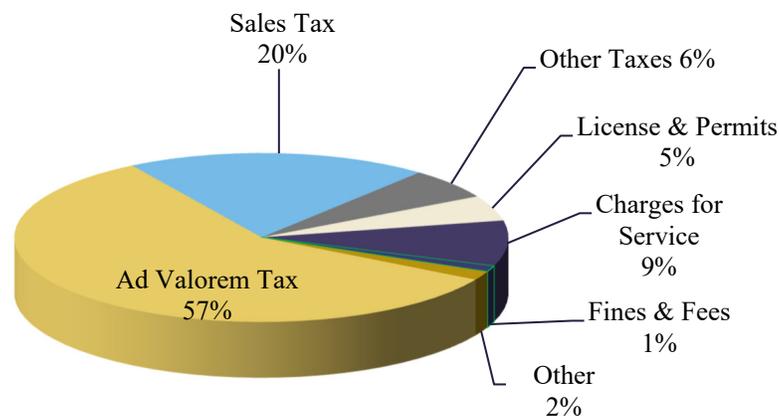
GENERAL FUND FINANCIAL SUMMARY

Overall, the operating revenues exceeded operating expenses by \$10,250,409 at the end of the reporting period. With operating revenues totaling \$74,312,240 or 89.10% of budget and operating expenses totaling \$64,061,831 or 78.64% of budget.

General Fund Charts (revenues & expenditures)

General Fund Revenues

Allocation of Receipts as of July 31, 2023



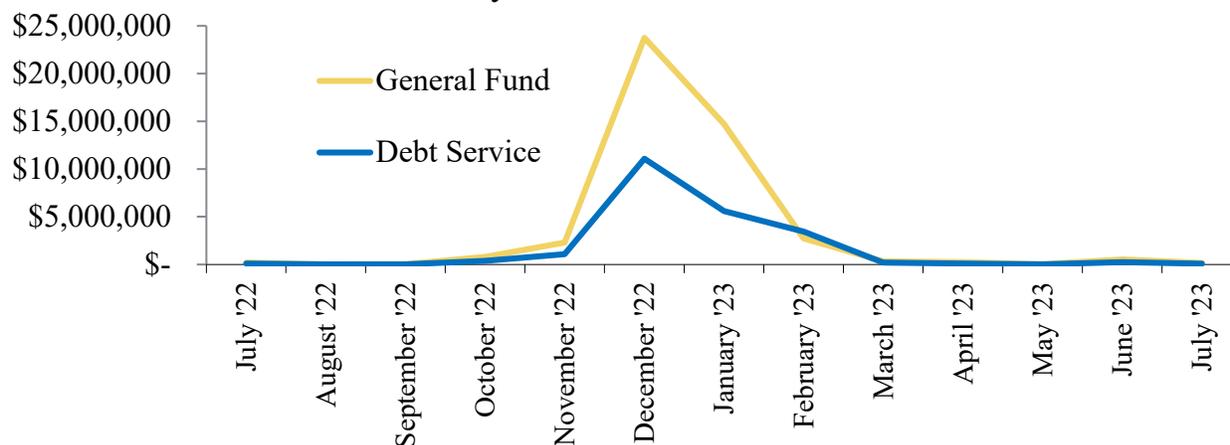
Major Revenues

Property Tax Collections

Most of the City's property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City's fiscal year. Ad Valorem Tax Collections is comprised of two parts with the operations (M&O) portion recorded in the General Fund and the interest & sinking (I&S) portion recorded in the Debt Service Fund. The M&O portion of property tax collections as recorded in the General Fund through July 31, 2023, total \$42,805,123. Last year's collections were \$39,172,619 for the same period, an increase of 9.27% over the prior year.

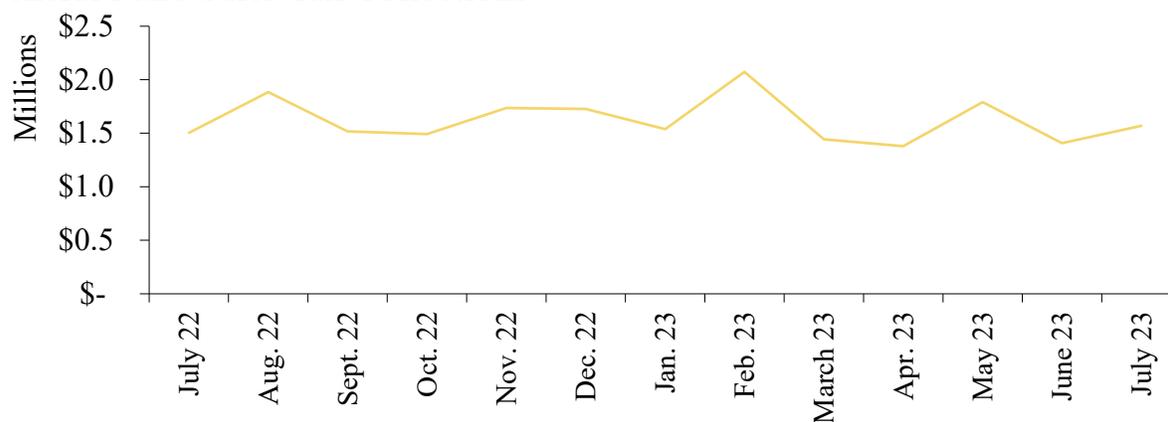
The I&S portion as recorded in the Debt Service Fund collected through July 31, 2023, totaled \$20,765,872. Property tax collections by month is depicted on the subsequent chart.

Ad Valorem Tax Collections by Month



Sales tax is reported on a cash basis with a two-month lag in collections from the actual purchase date. Citywide sales tax is 2¢ for every dollar of sales tax assessed. The General Fund receives 1¢ of sales taxes collected and the City's Type 4A and Type 4B corporations each receive ½ ¢ of collections. In July 2023, the General Fund portion of sales tax collected totaled \$1,569,395 which is \$66,471 or 4.42% more than the same period last year. On an annual basis, sales tax collections are up by 10.51% or \$1,394,760 as compared to last year. For additional information on sales taxes, please see the full sales tax discussions and charts on page 14 of this report and in the appendix.

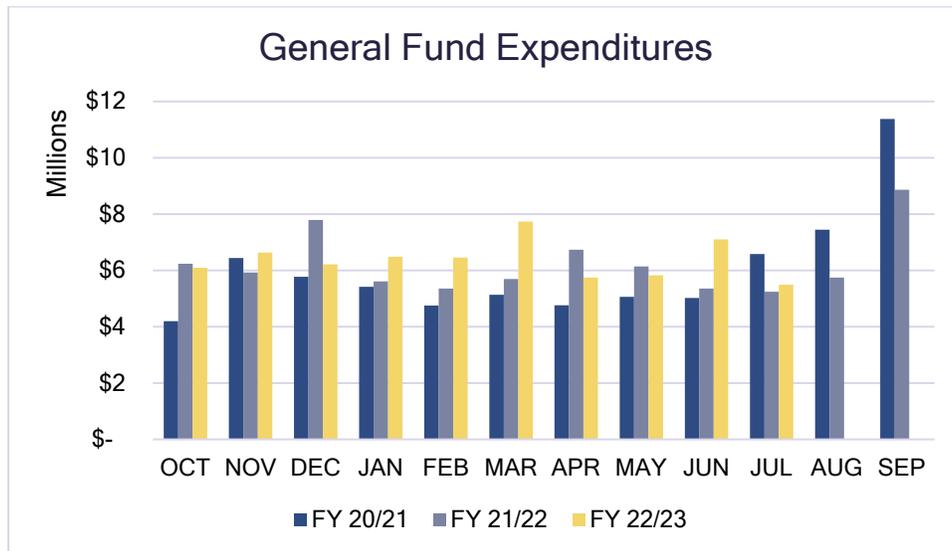
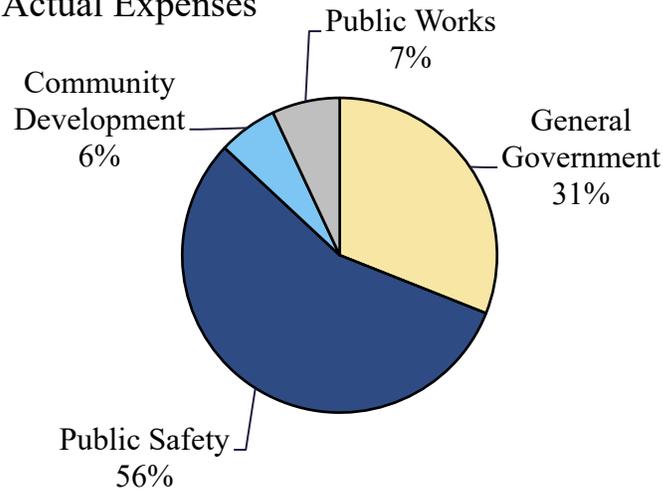
General Fund Sales Tax Collections



Expenditures

The chart below shows year-to-date expenditures by functions of the General Fund with public safety (police and fire activities) comprising 56% of all budgeted operational expenditures year to date. Total year-to-date operating expenditures of the fund is \$64,061,831 or 78.64% of budgeted expenditures of \$81,462,381. July 2023 expenditures were slightly less than other months. We expect August and September expenditures to follow normal historical trends of \$6-\$7 million expended per month.

FY23 YTD Actual Expenses



ENTERPRISE FUNDS FINANCIAL SUMMARY

The two major enterprise funds are the Utility Fund and the Drainage Utility Fund which both account for activities associated with delivering services to the paying public. For the Utility Fund, the operating revenues exceeded operating expenses by \$7,910,160 at the end of the reporting period. With operating revenues totaling \$36,784,729 or 83.58% of budget and operating expenses totaling \$25,328,560 or 89.75% of budget excluding depreciation. Non-operating activities such as interest revenue, debt expenses and interest expenses due to borrowing totaled (\$646,448) resulting in a total change in net position of \$7,263,712.

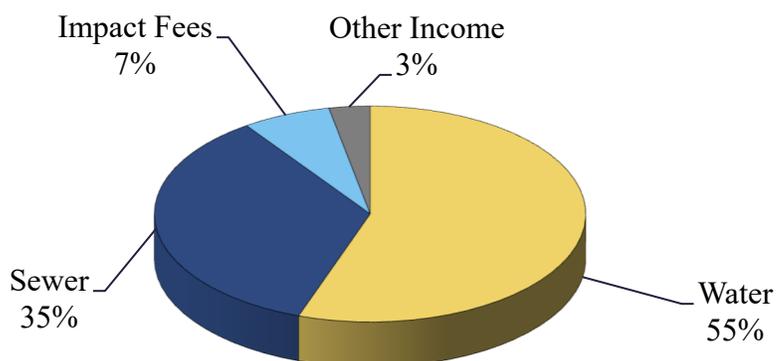
UTILITY FUND

Major Revenues

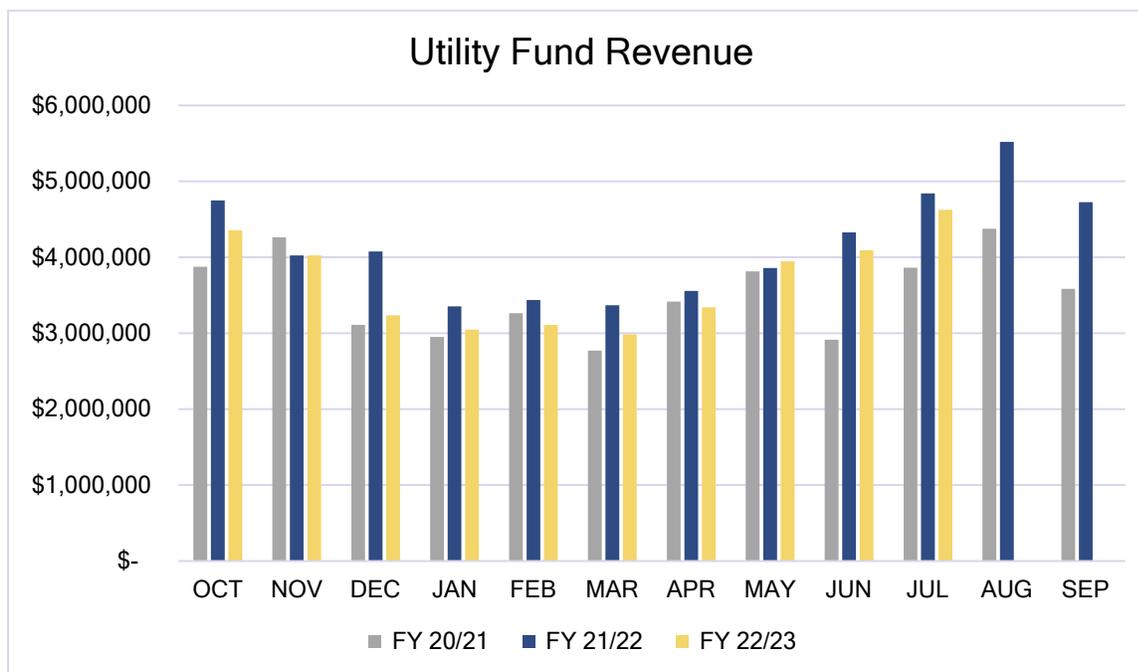
Water & Sewer Service Fees

Water and Sewer year-to-date total revenue is \$36,784,729 or 83.58% of budget. The revenues have a direct relationship with consumption in this fund as higher consumption in the summer months yields higher revenue or seasonal rain in the spring yields lower revenues with these seasonal patterns displayed in the revenues collections chart below.

Revenues

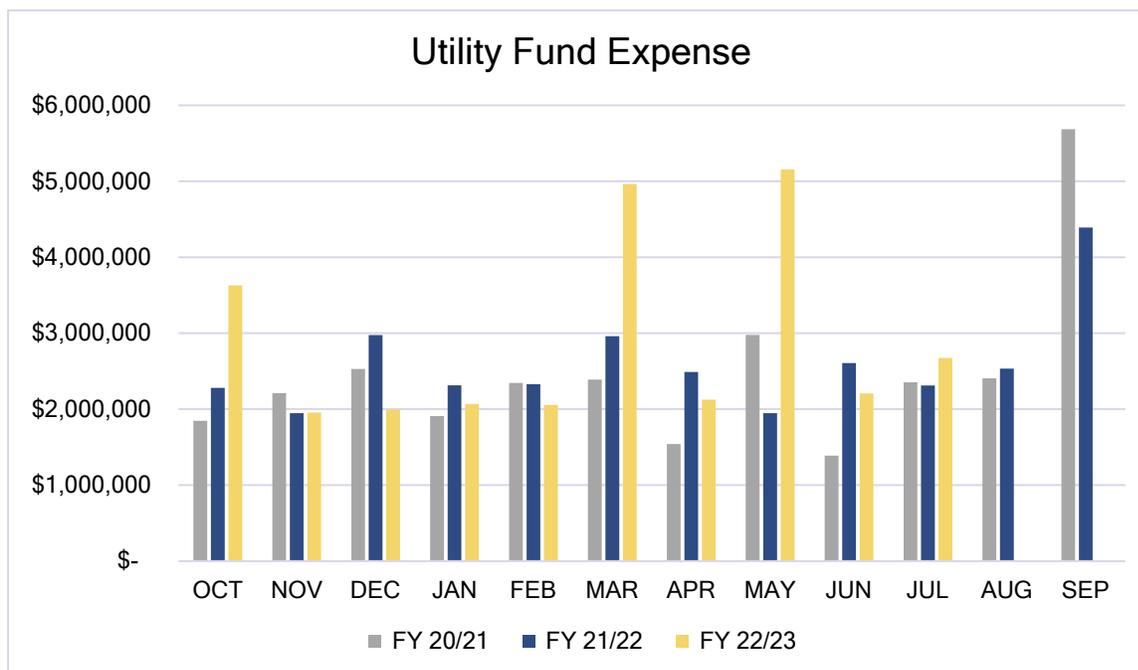


Utility Fund Charts



Expenses

The chart below shows expenses of the Water & Sewer Fund by department. The year-to-date activity of the fund (excluding depreciation) is 89.75% of budgeted expenditures. The costs of raw water and sewer treatment are slightly above budgeted estimates.



DRAINAGE UTILITY FUND

The Drainage Utility Fund is used to account for the administration of the City's storm water program and environmental services including planning, engineering, operations & maintenance. The year-to-date operational revenues collected total \$2,361,028 and the operational expenditures related to administration and general maintenance totals \$1,140,121 to date. The total change in net position is \$1,238,984. The ending net position totals \$14,013,972 at the end of the reporting period.



SPECIAL REVENUE FUNDS FINANCIAL SUMMARY

(This section provides details on substantial special revenue funds)

MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND

The operating fund is used to account for the construction and development of sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. Funding for the activities of the MPFDC is supported by ½ cent sales tax. The year-to-date revenues collected total \$8,196,515 which is 99.94% of budget and the operating expenditures to date total \$5,090,929 which is 59.73% of budget. Revenues exceed expenditures by \$3,105,586 which results in an increase to the fund balance. The ending fund balance totals \$15,327,690 at the end of the period.

MPFDC DEBT SERVICE FUND

The MPFDC also has a debt service fund which is used to account for the debt obligations as a result of developing sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. A portion of the MPFDC's sales tax collections is transferred to support the debt activities. The year-to-date revenues collected total \$2,631,539 which is 83.33% of budget and the expenditures to date total \$3,164,338 which is 100.21% of budget. Expenditures exceed revenues by (\$532,799) which results in a decrease to fund balance. The ending fund balance totals (\$17,383) at the end of the period. This deficit is a result of the timing of the debt payments and will be offset by regularly scheduled transfers in August and September.

THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND

This fund is used to account for the promotion of Economic Development activities of the city. Funding for the activities of the MEDC is supported by ½ cent sales tax. The year-to-date operating revenues collected total \$7,346,508, which is 81% of the budgeted amount. Operating expenditures at the end of the reporting period totaled \$2,041,054 which is 34% of the budgeted expenditures. Operating revenues exceed operating expenditures by \$5,305,454 which results in an increase in fund balance. The total net change including non-operating activities is an increase of \$3,427,663 at the end of July 2023.



Tax Increment Reinvestment Zones (TIRZs)

In accordance with Texas Local Government Chapter 311, a local government can designate a geographic area that needs improvement as a TIRZ. The funding to pay for improvements within the zone is derived from the ad valorem taxes collected from increased value within the zone. TIRZ#2 was established in FY13 with the base values established. The City is working on the finalization of TIRZ#4 which will be reported accordingly in future periods. The chart below shows the current activity for all City TIRZs. The revenue recorded are interest income received year-to-date and property tax. Any negative balances reflect interfund commitment for reimbursements.

Fiscal Year 2023 YTD Summary	TIRZ #1	TIRZ #2	TIRZ #3	TOTAL ALL TIRZ
Revenues	4,381,390	1,014,152	-	5,395,542
Expenditures	8,198,545	3,104,429	508,440	11,811,414
Net Change From Operating: Gain (loss)	(3,817,155)	(2,090,277)	(508,440)	(6,415,872)
Other Financing Sources (Uses)	5,113,695	-	-	5,113,695
Fund Balance Beginning	7,128,200	(519,518)	-	6,608,682
Fund Balance Ending	8,424,740	(2,609,795)	(508,440)	5,306,505

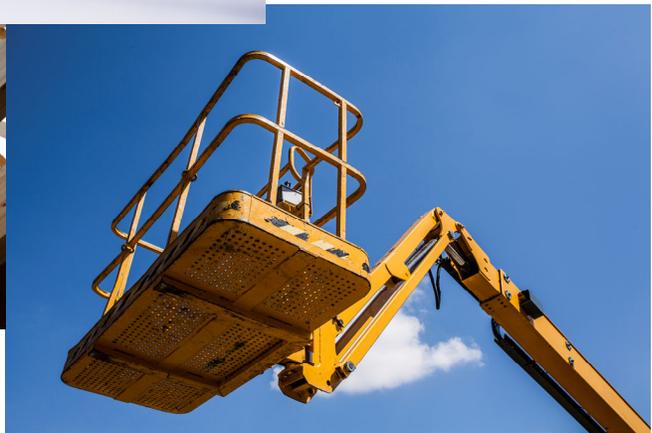
HOTEL/MOTEL TAX FUND

The Hotel/Motel fund is used to account for the occupancy taxes generated from the local hotels within the city. Funds collected are used to promote the City of Mansfield as a travel destination. The year-to-date revenues collected total \$781,715 which is 81.77% of budget and the expenditures collected to date total \$570,340 which is 59.66% of budget. Revenues exceed expenditures by \$211,375 which results in an increase to the fund balance. The ending fund balance totals \$2,171,422 at the end of the reporting period.

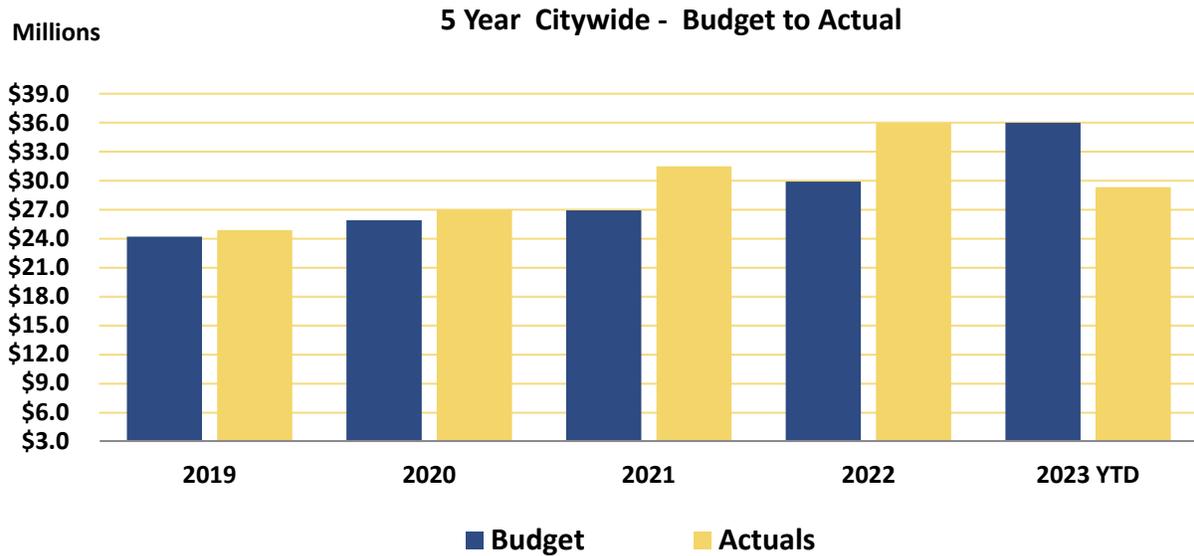
CAPITAL PROJECT FUNDS

The table below shows a summary of the revenues, expenditures, other financing sources and ending fund balance for all Capital Project funds. Other financing sources include proceeds from bond issuances or transfers if applicable.

Fiscal Year 2023 YTD Summary	Street Construction Fund	Building Construction Fund	Equipment Replacement Fund	Parks Construction Fund	TOTAL CAPITAL FUNDS
Revenues	2,624,473	1,140,717	180	23,555	3,788,925
Expenditures	4,861,239	6,385,227	3,033,674	2,949,663	17,229,803
Net Change from Operating: Gain (loss)	(2,236,766)	(5,244,510)	(3,033,494)	(2,926,108)	(13,440,878)
Other Financing Sources (Uses)	17,557,999	34,441,996	20,786	5,250,000	57,270,781
Fund Balance Beginning	28,874,189	6,766,122	2,241,714	2,568,442	40,450,467
Fund Balance Ending	44,195,422	35,963,608	(770,994)	4,892,334	84,280,370



GLOBAL SALES TAXES



City of Mansfield Sales Tax - Fiscal Year 2023 as of July 31, 2023							
Fiscal Year	0.01	0.005	0.005	Total 2¢	Collection Ratio and Budget		
	General Fund	MEDC Fund	MPFCDC Fund	Total	Y/Y % Chg.	Budget	% of Budget
2019	12,436,602	6,221,301	6,221,301	24,879,204	0.0%	24,195,212	102.83%
2020	13,472,576	6,736,288	6,736,288	26,945,152	8.3%	25,889,650	104.08%
2021	15,744,052	7,872,026	7,872,026	31,488,104	16.9%	26,925,236	116.95%
2022	17,983,225	8,991,613	8,991,613	35,966,450	14.2%	29,903,214	120.28%
2023 YTD	14,660,972	7,330,486	7,330,486	29,321,945		36,010,548	81.43%

- See the Appendix pages A32-A35 for detailed sales tax information.

INVESTMENTS

Monthly Investment Performance Summary: Month Ending July 31, 2023

Financial Market Outlook

The regional economy continues to expand, however economic growth has been slightly downgraded from growth to moderate by many economists. Factors such as high inflation, housing market corrections, interest rate increases and concerns over the Federal debt ceiling in July 2023. However, the regional economy continues to outperform the U.S. economy. Likewise, the City of Mansfield's economy is strong and continues to grow. The table below shows a comparison of both cash and investments from the prior month. Cash in consolidated accounts total \$45.2 Million and investments total \$174.2 Million. The City's cash accounts show a decrease primarily due to debt payments.

Citywide Cash & Investment Performance Summary

	June 30, 2023		July 31, 2023		Month to Month Change	
	Book Value	Average Yield	Book Value	Average Yield	Dollar (\$)	Percentage (%)
Consolidated Cash Accounts	56,426,416	4.08%	45,232,504	4.06%	-11,193,912	-19.84%
Local Government Investment Pool	147,350,397	5.20%	148,006,994	5.32%	656,596	0.45%
Money Market	26,046,331	4.98%	26,153,092	5.22%	106,761	0.41%
Total	229,823,144	4.76%	219,392,590	4.86%	-10,430,555	-4.54%

- See the Appendix pages A24-A31 for investment information.

Report Certification: This report is prepared in accordance with the Public Funds Investment Act - "PFIA", Chapter 2256 Title 10 of the Texas Local Government Code.

Troy Lestina

Troy Lestina, CFO/DCM, Investment Officer

Signed by:

Latifia Coleman

Latifia Coleman, Director of Finance, Investment Officer

Bryan Rebel

Bryan Rebel, Assistant Finance Director, Investment Officer

APPENDIX

- General Fund Statement of Activities A17
- Utility Fund Statement of Activities A18
- Drainage Fund Statement of Activities A19
- MPFDC Fund Statement of Activities A20
- MPFDC Debt Fund Statement of Activities A21
- MEDC Statement of Activities A22
- Hotel Occupancy Tax Statement of Activities A23
- Detailed Investment Statements A24
- Detailed Sales Tax Statements A32

City of Mansfield, Texas

**Summary Statement of Activities
For the Month and Ten Months Ended July 31, 2023 and 2022 (Unaudited)**

General Fund	FY23	FY22	FY23	FY22	FY23	FY23	FY23
	MONTH TO DATE	MONTH TO DATE	YEAR TO DATE	YEAR TO DATE	ORIGINAL BUDGET	POSITIVE (NEGATIVE) BUDGET	PERCENT COLLECTED TO BUDGET
REVENUES:							
Property Tax	\$ 148,929	\$ 196,691	\$ 42,805,123	\$ 39,172,619	\$ 48,952,607	\$ (6,147,484)	87.44%
Sales Tax	1,569,395	1,505,563	14,660,972	14,613,796	18,005,274	(3,344,302)	81.43%
Other Taxes	187,761	209,266	4,351,404	3,998,372	4,038,408	312,996	107.75%
License And Permits	213,891	311,599	3,592,202	3,309,695	2,024,584	1,567,618	177.43%
Grant Revenue	60,245	-	426,244	242,545	200,000	226,244	213.12%
Charges For Services	608,209	694,237	6,441,835	5,941,225	8,769,263	(2,327,428)	73.46%
Fines And Fees	77,655	93,890	839,119	1,015,675	1,161,387	(322,268)	72.25%
Interest Earnings	116,337	-	832,200	30,339	30,000	802,200	2774.00%
Miscellaneous	22,953	273,124	363,141	1,827,654	220,757	142,384	164.50%
Total Revenues	3,005,375	3,284,370	74,312,240	70,151,920	83,402,280	(9,090,040)	89.10%
EXPENDITURES:							
General Government	1,461,524	1,439,083	19,870,796	15,315,347	24,169,347	11,719,321	82.21%
Public Safety	3,307,718	3,042,219	35,838,912	34,225,775	45,555,432	23,702,162	78.67%
Public Works	318,033	252,740	4,459,076	3,993,206	6,270,920	3,677,608	71.11%
Community Development	402,602	509,052	3,893,047	4,232,344	5,466,682	3,713,731	71.21%
Total Expenditures	5,489,877	5,243,094	64,061,831	57,766,672	81,462,381	42,812,822	78.64%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(2,484,502)	(1,958,724)	10,250,409	12,385,248	1,939,899		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(402,346)	(402,346)	0.00%
Sale of Capital Assets, net	-	-	415,507	-	15,000	(400,507)	0.00%
Financing, net	-	-	-	-	-	-	0.00%
Sources	-	-	356,000	1,472,854	4,107,689	3,751,689	8.67%
(Uses)	-	-	(19,169,898)	(2,016,630)	(5,660,242)	13,509,656	338.68%
Total Other Financing Sources (Uses)	-	-	(18,398,391)	(543,776)	(1,939,899)	16,458,492	948.42%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(2,484,502)	(1,958,724)	(8,147,982)	11,841,472	-		
FUND BALANCE							
BEGINNING	26,075,261	41,194,101	31,738,741	27,393,905			
ENDING	<u>\$ 23,590,759</u>	<u>\$ 39,235,377</u>	<u>\$ 23,590,759</u>	<u>\$ 39,235,377</u>			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Ten Months Ended July 31, 2023 and 2022 (Unaudited)

Utility Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	\$ 2,760,048	\$ 2,915,552	\$ 20,368,990	\$ 20,940,474	\$ 25,801,147	\$ (5,432,157)	78.95%
Sewer Service	1,581,862	1,469,058	12,839,292	12,084,272	14,943,641	(2,104,349)	85.92%
Water Penalties	44,458	38,741	455,567	299,213	250,000	205,567	182.23%
Water Taps	-	-	-	-	18,811	(18,811)	0.00%
Meter Set Fee	11,675	28,380	156,068	337,240	98,940	57,128	157.74%
Utility Miscellaneous	5,003	5,635	60,566	50,632	60,000	566	100.94%
Restore Service Fee	5,077	10,535	94,329	65,759	90,000	4,329	104.81%
Sewer Tap	-	-	-	-	2,000	(2,000)	0.00%
Water Impact Fees	132,000	249,300	1,716,800	3,611,380	1,500,000	216,800	114.45%
Sewer Impact Fees	63,450	107,100	728,572	1,717,670	1,000,000	(271,428)	72.86%
Pretreatment Fees	-	9,400	-	212,476	60,000	(60,000)	0.00%
Other Income	20,645	6,185	364,545	267,212	189,123	175,422	192.76%
Contribution	-	-	-	-	-	-	0.00%
Total Revenues	\$ 4,624,218	\$ 4,839,886	\$ 36,784,729	\$ 39,586,328	\$ 44,013,662	\$ (7,228,933)	83.58%
OPERATING EXPENSES:							
Administration	225,767	90,353	1,369,995	1,082,332	1,461,964	91,969	93.71%
Billing And Collection	48,752	66,265	712,384	720,432	962,163	249,779	74.04%
Meter Reading/Repairs	79,586	83,117	1,061,373	914,675	1,353,077	291,704	78.44%
Water Distribution	100,529	76,939	1,085,564	833,467	1,268,421	182,857	85.58%
Wastewater Collection	883,834	765,437	9,612,281	7,917,515	10,078,605	466,324	95.37%
Water Treatment	925,891	849,635	10,874,360	8,879,963	12,270,853	1,396,493	88.62%
Water Quality	38,573	44,743	502,873	494,273	661,633	158,760	76.00%
Water Demand Management	9,260	9,240	109,730	116,868	164,294	54,564	66.79%
Depreciation	361,931	324,217	3,546,009	3,184,863	-	(3,546,009)	0.00%
Total Operating Expenses	2,674,123	2,309,946	28,874,569	24,144,388	28,221,010	(653,559)	102.32%
OPERATING INCOME (LOSS)	1,950,095	2,529,940	7,910,160	15,441,940	15,792,652	(7,882,492)	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(66,707)	(79,837)	(1,076,883)	(1,043,358)	(10,253,965)	9,177,082	10.50%
Interest Revenue	169,702	-	1,264,810	9,616	24,000	1,240,810	5270.04%
Debt Service	(83,438)	(94,241)	(834,375)	(942,408)	(3,070,000)	2,235,625	27.18%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	19,557	(174,078)	(646,448)	(1,976,150)	(13,347,965)	12,701,517	4.84%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	1,969,652	2,355,862	7,263,712	13,465,790	2,444,687	4,819,025	297.12%
OPERATING TRANSFERS:							
Transfers In (Out)	-	-	-	-	(2,444,687)	2,444,687	0.00%
Net Operating Transfers	-	-	-	-	(2,444,687)	2,444,687	0.00%
CHANGE IN NET POSITION	1,969,652	2,355,862	7,263,712	13,465,790	-	-	
NET POSITION, BEGINNING	256,073,648	239,441,340	250,779,588	228,331,412			
NET POSITON, ENDING	\$ 258,043,300	\$ 241,797,202	\$ 258,043,300	\$ 241,797,202			

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2023 and 2022 (Unaudited)

Drainage Utility Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED T BUDGET
OPERATING REVENUES:							
Drainage Fee	\$ 232,333	\$ 233,030	\$ 2,361,028	\$ 2,306,236	\$ 2,736,967	(375,939)	86%
Total Operating Revenues	<u>232,333</u>	<u>233,030</u>	<u>2,361,028</u>	<u>2,306,236</u>	<u>2,736,967</u>	<u>(375,939)</u>	
OPERATING EXPENSES:							
Administration & General Maintenance	86,307	127,766	951,487	1,060,005	2,079,024	1,127,537	46%
Depreciation	19,262	18,515	188,634	178,504	-	(188,634)	
Total Operating Expenses	<u>105,569</u>	<u>146,281</u>	<u>1,140,121</u>	<u>1,238,509</u>	<u>2,079,024</u>	<u>938,903</u>	
OPERATING INCOME (LOSS)	126,764	86,749	1,220,907	1,067,727	657,943	562,964	
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	13,629	-	60,744	1,755	-	(60,744)	
Other Income	-	-	6,003	20,765	-	(6,003)	
Interest and fiscal charges	(4,348)	(5,559)	(48,670)	(60,783)	(182,943)	(134,273)	
Net Nonoperating Revenue	9,281	(5,559)	18,077	(38,263)	(182,943)	(201,020)	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	136,045	81,190	1,238,984	1,029,464	475,000	361,944	
OPERATING TRANSFERS							
Operating Transfers In/(Out)	-	-	-	-	(475,000)	475,000	
Net Operating Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(475,000)</u>	<u>475,000</u>	
CHANGE IN NET POSITION	136,045	81,190	1,238,984	1,029,464			
NET POSITION, BEGINNING	<u>13,877,927</u>	<u>12,399,198</u>	<u>12,774,988</u>	<u>11,450,924</u>			
NET POSITION, ENDING	<u>\$ 14,013,972</u>	<u>\$ 12,480,388</u>	<u>\$ 14,013,972</u>	<u>\$ 12,480,388</u>			

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Nine Months Ended July 31, 2023 and 2022 (Unaudited)

Mansfield Parks Facility Development Corporation	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	\$ 521,176	\$ 486,580	\$ 4,699,736	\$ 4,659,893	\$ 5,860,790	\$ (1,161,054)	80.19%
Contributions	250	-	290	3,121	2,500	(2,210)	11.60%
Interest Earnings	41,808	-	264,146	4,665	1,000	263,146	26414.60%
Other Income	11,081	-	18,773	3,143	300	18,473	6257.67%
MAC Revenue	112,406	113,069	713,299	2,204,159	2,212,200	(1,498,901)	32.24%
Lease Royalties	28,280	22,914	1,625,721	175,930	125,000	1,500,721	1300.58%
Park Land Dedication Revenue	214,300	36,250	874,550	1,048,550	-	874,550	0.00%
Total Revenues	929,301	658,813	8,196,515	8,099,461	8,201,790	(5,275)	99.94%
EXPENDITURES:							
Administration	101,080	198,433	1,040,633	1,756,418	1,978,145	937,512	52.61%
Field Operations	102,104	59,935	803,375	597,866	895,287	91,912	89.73%
Community Park Operations	89,653	96,681	844,641	886,979	1,273,434	428,793	66.33%
Nature Education Operations	16,658	15,192	155,387	100,720	244,876	89,489	63.46%
Recreational Center	103,735	117,996	774,019	748,826	1,064,473	290,454	72.71%
Neighborhood Park Operations	66,572	20,167	363,279	181,575	486,756	123,477	74.63%
Quadrants	-	-	301,500	282,000	-	(301,500)	0.00%
Non-Departmental	203,678	13,135	808,095	143,802	2,579,951	1,771,856	31.32%
Total Expenditures	683,480	521,539	5,090,929	4,698,186	8,522,922	3,431,993	59.73%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	245,821	137,274	3,105,586	3,401,275	(321,132)	3,426,718	-967.07%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	-	-	5,223	321,132	(321,132)	0.00%
Operating Transfers (Out)	-	-	-	(2,213,222)	-	-	0.00%
Cash Reserves	-	-	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	-	-	0.00%
Premium on Bonds issued	-	-	-	-	-	-	0.00%
Discounts on Bond issued	-	-	-	-	-	-	0.00%
Total Other Financing Sources (Uses)	-	-	-	(2,207,999)	321,132	(321,132)	0.00%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	245,821	137,274	3,105,586	1,193,276			
FUND BALANCE, BEGINNING	15,081,869	10,832,669	12,222,104	9,776,667			
FUND BALANCE, ENDING	\$ 15,327,690	\$ 10,969,943	\$ 15,327,690	\$ 10,969,943			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Ten Months Ended July 31, 2023 and 2022 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Taxes, Penalties, And Interest	\$ 263,153	\$ 263,155	\$ 2,631,539	\$ 2,631,551	\$ 3,157,847	\$ (526,308)	83.33%
Other Income	-	-	-	-	-	-	0.00%
Total Revenues	263,153	263,155	2,631,539	2,631,551	3,157,847	(526,308)	83.33%
<u>EXPENDITURES:</u>							
Debt Service							
Principal Retirement	-	-	-	-	1,965,000	1,965,000	0.00%
Interest And Fiscal Charges	2,561,423	-	3,164,338	630,172	1,192,847	(1,971,491)	265.28%
Non-departmental	-	-	-	-	-	-	0.00%
Total Expenditures	2,561,423	-	3,164,338	630,172	3,157,847	(6,491)	100.21%
Excess Of Revenues Over (Under) Expenditures	(2,298,270)	263,155	(532,799)	2,001,379			
<u>OTHER FINANCING SOURCES (USES):</u>							
Bond Proceeds	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
FUND BALANCE, BEGINNING	2,280,887	2,259,885	515,416	521,661			
FUND BALANCE, ENDING	\$ (17,383)	\$ 2,523,040	\$ (17,383)	\$ 2,523,040			

City of Mansfield, Texas

**Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2023 and 2022 (Unaudited)**

Mansfield Economic Development Corporation	FY23		FY22		FY23		FY23	
	MONTH TO DATE	MONTH TO DATE	YEAR TO DATE	YEAR TO DATE	ORIGINAL BUDGET	POSITIVE (NEGATIVE) BUDGET	PERCENT COLLECTED BUDGET	
OPERATING REVENUES:								
Sales Tax Revenue	\$ 784,697	\$ 752,781	\$ 7,330,486	\$ 7,306,897	\$ 9,018,637	\$ (1,688,151)	81%	
Miscellaneous	2,798	-	16,022	10,608	-	-		
Total Operating Revenues	<u>787,495</u>	<u>752,781</u>	<u>7,346,508</u>	<u>7,317,505</u>	<u>9,018,637</u>	<u>(1,688,151)</u>	<u>81%</u>	
OPERATING EXPENDITURES:								
Administration	81,662	75,782	1,239,704	892,955	1,536,434	296,730	81%	
Promotions	17,408	10,656	140,472	161,137	238,100	97,628	59%	
Retention	-	-	-	75	-	-	0%	
Development Plan	-	-	53	3,219	12,000	11,947	0%	
Projects	134,592	278	611,673	1,431,118	4,172,861	3,561,188	15%	
Non-Departmental	1,998	-	49,152	44,740	17,974	(31,178)	273%	
Total Operating Expenditures	<u>235,660</u>	<u>86,716</u>	<u>2,041,054</u>	<u>2,533,244</u>	<u>5,977,369</u>	<u>3,936,315</u>	<u>34%</u>	
OPERATING INCOME	551,835	666,065	5,305,454	4,784,261	3,041,268	2,248,164	174%	
NONOPERATING REVENUES (EXPENSES):								
Interest Revenue	65,977	-	390,219	8,572	15,000	375,219	2601%	
Gain or (loss) on sale of property	-	-	388,612	-	-	388,612		
Bonds issued	-	-	-	-	-	-		
Premiums on bonds issued	-	-	-	-	-	-		
Discounts on bonds issued	-	-	-	-	-	-		
Amortization	-	-	-	-	-	-		
Interest and fiscal charges	(2,279,424)	-	(2,656,622)	(405,428)	(2,633,848)	(22,774)	101%	
Total Nonoperating Revenue	<u>(2,213,447)</u>	<u>-</u>	<u>(1,877,791)</u>	<u>(396,856)</u>	<u>(2,618,848)</u>	<u>741,057</u>	<u>72%</u>	
INCOME BEFORE OPERATING TRANSFERS	<u>(1,661,612)</u>	<u>666,065</u>	<u>3,427,663</u>	<u>4,387,405</u>	<u>422,420</u>	<u>2,989,221</u>	<u>811%</u>	
OPERATING TRANSFERS:								
Operating Transfers In (Out)	-	-	-	-	(422,420)	422,420	0%	
CHANGE IN NET ASSETS	(1,661,612)	666,065	3,427,663	4,387,405				
NET ASSETS, BEGINNING	17,884,185	13,547,169	12,794,910	9,825,829				
NET ASSETS, PROJECTS	- *	-	- *	-				
NET ASSETS, ENDING	<u>\$ 16,222,573</u>	<u>\$ 14,213,234</u>	<u>\$ 16,222,573</u>	<u>\$ 14,213,234</u>				

**Project Fund Balance represents funds that have been contractually obligated by the City Council and MEDC. These expenses will be recognized upon realization of the expense.

City of Mansfield, Texas

**Comparative Budget and Cash Analysis
For the Month and Ten Months Ended July 31, 2023 and 2022 (Unaudited)**

Hotel/Motel Occupancy Tax Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Hotel Occupancy Tax	\$ 85,978	\$ 89,495	\$ 749,371	\$ 695,887	\$ 956,000	\$ (206,629)	78.39%
Rental of Facilities	-	793	10,590	19,033	-	10,590	0.00%
Interest Income	2,632		21,754	1,027	-	21,754	-
Total Revenues	88,610	90,288	781,715	715,947	956,000	(174,285)	81.77%
EXPENDITURES:							
Mansfield Historical Society	-	-	-	-	250,000	250,000	0.00%
The LOT	-	-	2,400	-	150,000	147,600	1.60%
Discover Historic Mansfield - Farr Best Concerts	34	774	4,346	3,685	-	(4,346)	0.00%
Mansfield Tourism	27,030	21,708	320,979	308,100	425,700	104,721	75.40%
Pickled Mansfield Society	-	-	73,200	119,256	73,200	-	100.00%
Mansfield Commission for the Arts	500	500	151,915	46,908	47,100	(104,815)	322.54%
Wayfinding Program	-	-	-	4,844	-	-	0.00%
Championship Basketball Reserve	-	-	10,000	5,000	10,000	-	100.00%
	-	-	7,500	8,000	-	(7,500)	0.00%
Total Expenditures	27,564	22,982	570,340	495,793	956,000	385,660	59.66%
Revenues / (Expenditures)	61,046	67,306	211,375	220,154	-	211,375	
FUND BALANCE, BEGINNING	2,110,376	1,645,724	1,960,047	1,492,876			
FUND BALANCE, ENDING	\$ 2,171,422	\$ 1,713,030	\$ 2,171,422	\$ 1,713,030			

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Portfolio (Fund)
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 7/31/2023

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
1001 - General Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	5,058,888.00	5,058,888.00	5,058,888.00	5,058,888.00	N/A	1		2.90
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.299	8,366,249.07	8,366,249.07	8,366,249.07	8,366,249.07	N/A	1		4.80
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	4,330,027.78	4,330,027.78	4,330,027.78	4,330,027.78	N/A	1		2.49
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	8,873,236.63	8,873,236.63	8,873,236.63	8,873,236.63	N/A	1		5.09
Sub Total / Average 1001 - General Fund				5.199	26,628,401.48	26,628,401.48	26,628,401.48	26,628,401.48		1	0.00	15.29
2003 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	27,629.45	27,629.45	27,629.45	27,629.45	N/A	1		0.02
Sub Total / Average 2003 - Tree Mitigation				5.034	27,629.45	27,629.45	27,629.45	27,629.45		1	0.00	0.02
2006 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	5.115	608,781.26	608,781.26	608,781.26	608,781.26	N/A	1		0.35
Sub Total / Average 2006 - Hotel				5.115	608,781.26	608,781.26	608,781.26	608,781.26		1	0.00	0.35
2104 - ARPA												
CLASS LGIP	CLASS-SLFRF	Local Government Investment Pool	5/27/2021	5.325	1,793,886.96	1,793,886.96	1,793,886.96	1,793,886.96	N/A	1		1.03
Sub Total / Average 2104 - ARPA				5.325	1,793,886.96	1,793,886.96	1,793,886.96	1,793,886.96		1	0.00	1.03
2301 - Mansfield Parks 1/2 Sales Tax												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	1,011,777.60	1,011,777.60	1,011,777.60	1,011,777.60	N/A	1		0.58
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	2,380,952.13	2,380,952.13	2,380,952.13	2,380,952.13	N/A	1		1.37
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	2,549,038.89	2,549,038.89	2,549,038.89	2,549,038.89	N/A	1		1.46
Sub Total / Average 2301 - Mansfield Parks 1/2 Sales Tax				5.118	5,941,768.62	5,941,768.62	5,941,768.62	5,941,768.62		1	0.00	3.41
2302 - Mansfield Parks Land Dedication												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	630,272.73	630,272.73	630,272.73	630,272.73	N/A	1		0.36
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	1,110,085.67	1,110,085.67	1,110,085.67	1,110,085.67	N/A	1		0.64
Sub Total / Average 2302 - Mansfield Parks Land Dedication				5.214	3,763,913.60	3,763,913.60	3,763,913.60	3,763,913.60		1	0.00	2.16
3001 - Equipment Replacement												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	1/8/2014	5.115	5,049.51	5,049.51	5,049.51	5,049.51	N/A	1		0.00
Sub Total / Average 3001 - Equipment Replacement				5.115	5,049.51	5,049.51	5,049.51	5,049.51		1	0.00	0.00
3201 - Street Construction												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	3,491,990.33	3,491,990.33	3,491,990.33	3,491,990.33	N/A	1		2.01
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	2,042,004.89	2,042,004.89	2,042,004.89	2,042,004.89	N/A	1		1.17
Sub Total / Average 3201 - Street Construction				5.133	7,557,550.42	7,557,550.42	7,557,550.42	7,557,550.42		1	0.00	4.34
3208 - Street Construction 2012 Issue												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	1,582,620.93	1,582,620.93	1,582,620.93	1,582,620.93	N/A	1		0.91
Sub Total / Average 3208 - Street Construction 2012 Issue				5.115	1,582,620.93	1,582,620.93	1,582,620.93	1,582,620.93		1	0.00	0.91
3212 - 2016 Streets Construction												
Nations Funds MM	MF0008	Money Market	8/1/2016	5.034	1,601,977.54	1,601,977.54	1,601,977.54	1,601,977.54	N/A	1		0.92
TexStar LGIP	TEXSTAR	Local Government Investment Pool	8/31/2016	5.115	1,014,772.06	1,014,772.06	1,014,772.06	1,014,772.06	N/A	1		0.58
Sub Total / Average 3212 - 2016 Streets Construction				5.065	2,616,749.60	2,616,749.60	2,616,749.60	2,616,749.60		1	0.00	1.50
3213 - 2017 Streets Construction												
Nations Funds MM	MF0008	Money Market	12/1/2017	5.034	26,966.97	26,966.97	26,966.97	26,966.97	N/A	1		0.02
TexStar LGIP	TEXSTAR	Local Government Investment Pool	12/31/2017	5.115	3,586,697.75	3,586,697.75	3,586,697.75	3,586,697.75	N/A	1		2.06
Sub Total / Average 3213 - 2017 Streets Construction				5.114	3,613,664.72	3,613,664.72	3,613,664.72	3,613,664.72		1	0.00	2.07
3218 Issue 2022A - Streets												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.299	18,110,142.57	18,110,142.57	18,110,142.57	18,110,142.57	N/A	1		10.40

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average 3218 Issue 2022A - Streets				5.299	18,110,142.57	18,110,142.57	18,110,142.57	18,110,142.57		1	0.00	10.40
3401 - Building Construction												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	83,084.11	83,084.11	83,084.11	83,084.11	N/A	1		0.05
Sub Total / Average 3401 - Building Construction				5.115	83,084.11	83,084.11	83,084.11	83,084.11		1	0.00	0.05
3404 - Library Expansion												
Nations Funds MM	MF0008	Money Market	8/1/2016	5.034	1,678,522.52	1,678,522.52	1,678,522.52	1,678,522.52	N/A	1		0.96
Sub Total / Average 3404 - Library Expansion				5.034	1,678,522.52	1,678,522.52	1,678,522.52	1,678,522.52		1	0.00	0.96
3410 - PD Headquarters												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.299	34,493,643.26	34,493,643.26	34,493,643.26	34,493,643.26	N/A	1		19.81
Sub Total / Average 3410 - PD Headquarters				5.299	34,493,643.26	34,493,643.26	34,493,643.26	34,493,643.26		1	0.00	19.81
3412 - ACO/Service Center												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.299	1,031,446.79	1,031,446.79	1,031,446.79	1,031,446.79	N/A	1		0.59
Sub Total / Average 3412 - ACO/Service Center				5.299	1,031,446.79	1,031,446.79	1,031,446.79	1,031,446.79		1	0.00	0.59
3608 - LINEAR PARK TRAIL												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16
Sub Total / Average 3608 - LINEAR PARK TRAIL				5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20		1	0.00	1.16
3901 - TIF												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.299	3,137,343.41	3,137,343.41	3,137,343.41	3,137,343.41	N/A	1		1.80
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	1,549,150.55	1,549,150.55	1,549,150.55	1,549,150.55	N/A	1		0.89
Sub Total / Average 3901 - TIF				5.238	4,686,493.96	4,686,493.96	4,686,493.96	4,686,493.96		1	0.00	2.69
4001 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	462,811.64	462,811.64	462,811.64	462,811.64	N/A	1		0.27
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	56,207.11	56,207.11	56,207.11	56,207.11	N/A	1		0.03
Sub Total / Average 4001 - Debt Services				5.042	519,018.75	519,018.75	519,018.75	519,018.75		1	0.00	0.30
4501 - Economic Development												

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	6,070,665.62	6,070,665.62	6,070,665.62	6,070,665.62	N/A	1		3.49
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.299	4,183,124.52	4,183,124.52	4,183,124.52	4,183,124.52	N/A	1		2.40
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	158,086.25	158,086.25	158,086.25	158,086.25	N/A	1		0.09
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	869,455.61	869,455.61	869,455.61	869,455.61	N/A	1		0.50
Sub Total / Average 4501 - Economic Development				5.295	11,281,332.00	11,281,332.00	11,281,332.00	11,281,332.00		1	0.00	6.48
4502 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	241,705.38	241,705.38	241,705.38	241,705.38	N/A	1		0.14
Sub Total / Average 4502 - MEDC I&S Fund				5.115	241,705.38	241,705.38	241,705.38	241,705.38		1	0.00	0.14
4506 - MEDC Construction												
Nations Funds MM	MF0008	Money Market	7/2/2018	5.034	1,662,059.53	1,662,059.53	1,662,059.53	1,662,059.53	N/A	1		0.95
TexStar LGIP	TEXSTAR	Local Government Investment Pool	7/31/2018	5.115	1,762,356.32	1,762,356.32	1,762,356.32	1,762,356.32	N/A	1		1.01
Sub Total / Average 4506 - MEDC Construction				5.075	3,424,415.85	3,424,415.85	3,424,415.85	3,424,415.85		1	0.00	1.97
5101 - Drainage Utility Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	1,040,725.55	1,040,725.55	1,040,725.55	1,040,725.55	N/A	1		0.60
Sub Total / Average 5101 - Drainage Utility Fund				5.253	3,064,280.75	3,064,280.75	3,064,280.75	3,064,280.75		1	0.00	1.76
5201 - Water & Sewer												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.325	5,058,888.00	5,058,888.00	5,058,888.00	5,058,888.00	N/A	1		2.90
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.299	5,228,905.65	5,228,905.65	5,228,905.65	5,228,905.65	N/A	1		3.00
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	5,062,289.79	5,062,289.79	5,062,289.79	5,062,289.79	N/A	1		2.91
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	11,772,056.25	11,772,056.25	11,772,056.25	11,772,056.25	N/A	1		6.76
Sub Total / Average 5201 - Water & Sewer				5.174	27,122,139.69	27,122,139.69	27,122,139.69	27,122,139.69		1	0.00	15.57
5211 - Revenue Bond Reserve												
Nations Funds MM	MF0008	Money Market	4/11/2012	5.034	3,125,651.03	3,125,651.03	3,125,651.03	3,125,651.03	N/A	1		1.79
Sub Total / Average 5211				5.034	3,125,651.03	3,125,651.03	3,125,651.03	3,125,651.03		1	0.00	1.79

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
- Revenue Bond Reserve												
5220 - Utility Construction Fund 28												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.034	1,513,854.78	1,513,854.78	1,513,854.78	1,513,854.78	N/A	1		0.87
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.115	7,620,783.08	7,620,783.08	7,620,783.08	7,620,783.08	N/A	1		4.38
Sub Total / Average 5220 - Utility Construction Fund 28				5.101	9,134,637.86	9,134,637.86	9,134,637.86	9,134,637.86		1	0.00	5.24
Total / Average				5.214	174,160,086.27	174,160,086.27	174,160,086.27	174,160,086.27		1	0.00	100

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Issuer
Report Format: By Transaction
Group By: Issuer
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 7/31/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
CLASS												
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	5,058,888.00	5,058,888.00	5,058,888.00	5,058,888.00	N/A	1		2.90	5201 - Water & Sewer
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16	3201 - Street Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	5,058,888.00	5,058,888.00	5,058,888.00	5,058,888.00	N/A	1		2.90	1001 - General Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	6,070,665.62	6,070,665.62	6,070,665.62	6,070,665.62	N/A	1		3.49	4501 - Economic Development
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16	2302 - Mansfield Parks Land Dedication
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16	5101 - Drainage Utility Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	2,023,555.20	2,023,555.20	2,023,555.20	2,023,555.20	N/A	1		1.16	3608 - LINEAR PARK TRAIL
CLASS LGIP	CLASS-GENOP	5/11/2023	5.325	1,011,777.60	1,011,777.60	1,011,777.60	1,011,777.60	N/A	1		0.58	2301 - Mansfield Parks 1/2 Sales Tax
CLASS LGIP	CLASS-SLFRF	5/27/2021	5.325	1,793,886.96	1,793,886.96	1,793,886.96	1,793,886.96	N/A	1		1.03	2104 - ARPA
Sub Total / Average CLASS			5.325	27,088,326.98	27,088,326.98	27,088,326.98	27,088,326.98		1	0.00	15.55	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	5.299	5,228,905.65	5,228,905.65	5,228,905.65	5,228,905.65	N/A	1		3.00	5201 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	5.299	8,366,249.07	8,366,249.07	8,366,249.07	8,366,249.07	N/A	1		4.80	1001 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	5.299	4,183,124.52	4,183,124.52	4,183,124.52	4,183,124.52	N/A	1		2.40	4501 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	5.299	3,137,343.41	3,137,343.41	3,137,343.41	3,137,343.41	N/A	1		1.80	3901 - TIF
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.299	18,110,142.57	18,110,142.57	18,110,142.57	18,110,142.57	N/A	1		10.40	3218 Issue 2022A - Streets
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.299	34,493,643.26	34,493,643.26	34,493,643.26	34,493,643.26	N/A	1		19.81	3410 - PD Headquarters
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.299	1,031,446.79	1,031,446.79	1,031,446.79	1,031,446.79	N/A	1		0.59	3412 - ACO/Service Center
Sub Total / Average LOGIC			5.299	74,550,855.27	74,550,855.27	74,550,855.27	74,550,855.27		1	0.00	42.81	
Nations Funds												
Nations Funds MM	MF0008	10/25/1999	5.034	5,062,289.79	5,062,289.79	5,062,289.79	5,062,289.79	N/A	1		2.91	5201 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	5.034	3,491,990.33	3,491,990.33	3,491,990.33	3,491,990.33	N/A	1		2.01	3201 - Street Construction
Nations Funds MM	MF0008	10/25/1999	5.034	4,330,027.78	4,330,027.78	4,330,027.78	4,330,027.78	N/A	1		2.49	1001 - General Fund
Nations Funds MM	MF0008	10/25/1999	5.034	158,086.25	158,086.25	158,086.25	158,086.25	N/A	1		0.09	4501 - Economic Development

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
Nations Funds MM	MF0008	10/25/1999	5.034	1,513,854.78	1,513,854.78	1,513,854.78	1,513,854.78	N/A	1		0.87	5220 - Utility Construction Fund 28
Nations Funds MM	MF0008	10/25/1999	5.034	27,629.45	27,629.45	27,629.45	27,629.45	N/A	1		0.02	2003 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	5.034	462,811.64	462,811.64	462,811.64	462,811.64	N/A	1		0.27	4001 - Debt Services
Nations Funds MM	MF0008	10/25/1999	5.034	630,272.73	630,272.73	630,272.73	630,272.73	N/A	1		0.36	2302 - Mansfield Parks Land Dedication
Nations Funds MM	MF0008	10/25/1999	5.034	2,380,952.13	2,380,952.13	2,380,952.13	2,380,952.13	N/A	1		1.37	2301 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	4/11/2012	5.034	3,125,651.03	3,125,651.03	3,125,651.03	3,125,651.03	N/A	1		1.79	5211 - Revenue Bond Reserve
Nations Funds MM	MF0008	8/1/2016	5.034	1,678,522.52	1,678,522.52	1,678,522.52	1,678,522.52	N/A	1		0.96	3404 - Library Expansion
Nations Funds MM	MF0008	8/1/2016	5.034	1,601,977.54	1,601,977.54	1,601,977.54	1,601,977.54	N/A	1		0.92	3212 - 2016 Streets Construction
Nations Funds MM	MF0008	12/1/2017	5.034	26,966.97	26,966.97	26,966.97	26,966.97	N/A	1		0.02	3213 - 2017 Streets Construction
Nations Funds MM	MF0008	7/2/2018	5.034	1,662,059.53	1,662,059.53	1,662,059.53	1,662,059.53	N/A	1		0.95	4506 - MEDC Construction
Sub Total / Average Nations Funds			5.034	26,153,092.47	26,153,092.47	26,153,092.47	26,153,092.47		1	0.00	15.02	

TexStar

TexStar LGIP	TEXSTAR	11/2/2012	5.115	241,705.38	241,705.38	241,705.38	241,705.38	N/A	1		0.14	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.115	11,772,056.25	11,772,056.25	11,772,056.25	11,772,056.25	N/A	1		6.76	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	5.115	83,084.11	83,084.11	83,084.11	83,084.11	N/A	1		0.05	3401 - Building Construction
TexStar LGIP	TEXSTAR	11/2/2012	5.115	2,042,004.89	2,042,004.89	2,042,004.89	2,042,004.89	N/A	1		1.17	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	5.115	8,873,236.63	8,873,236.63	8,873,236.63	8,873,236.63	N/A	1		5.09	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.115	869,455.61	869,455.61	869,455.61	869,455.61	N/A	1		0.50	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	5.115	7,620,783.08	7,620,783.08	7,620,783.08	7,620,783.08	N/A	1		4.38	5220 - Utility Construction Fund 28
TexStar LGIP	TEXSTAR	11/2/2012	5.115	1,549,150.55	1,549,150.55	1,549,150.55	1,549,150.55	N/A	1		0.89	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	5.115	56,207.11	56,207.11	56,207.11	56,207.11	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	5.115	1,110,085.67	1,110,085.67	1,110,085.67	1,110,085.67	N/A	1		0.64	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	5.115	1,040,725.55	1,040,725.55	1,040,725.55	1,040,725.55	N/A	1		0.60	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.115	2,549,038.89	2,549,038.89	2,549,038.89	2,549,038.89	N/A	1		1.46	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	5.115	1,582,620.93	1,582,620.93	1,582,620.93	1,582,620.93	N/A	1		0.91	3208 - Street Construction 2012 Issue
TexStar LGIP	TEXSTAR	1/8/2014	5.115	5,049.51	5,049.51	5,049.51	5,049.51	N/A	1		0.00	3001 - Equipment Replacement
TexStar LGIP	TEXSTAR	11/30/2014	5.115	608,781.26	608,781.26	608,781.26	608,781.26	N/A	1		0.35	2006 - Hotel

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
TexStar LGIP	TEXSTAR	8/31/2016	5.115	1,014,772.06	1,014,772.06	1,014,772.06	1,014,772.06	N/A	1		0.58	3212 - 2016 Streets Construction
TexStar LGIP	TEXSTAR	12/31/2017	5.115	3,586,697.75	3,586,697.75	3,586,697.75	3,586,697.75	N/A	1		2.06	3213 - 2017 Streets Construction
TexStar LGIP	TEXSTAR	7/31/2018	5.115	1,762,356.32	1,762,356.32	1,762,356.32	1,762,356.32	N/A	1		1.01	4506 - MEDC Construction
Sub Total / Average TexStar			5.115	46,367,811.55	46,367,811.55	46,367,811.55	46,367,811.55		1	0.00	26.62	
Total / Average			5.214	174,160,086.27	174,160,086.27	174,160,086.27	174,160,086.27		1	0.00	100	

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

CITYWIDE SALES TAX (\$0.02)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 3,270,780	\$ 3,471,548	\$ 200,768	6.14%
December	\$ 2,682,870	\$ 3,453,084	\$ 770,214	28.71%
January	\$ 2,867,168	\$ 3,074,428	\$ 207,260	7.23%
February	\$ 3,684,256	\$ 4,146,610	\$ 462,354	12.55%
March	\$ 2,562,522	\$ 2,885,196	\$ 322,674	12.59%
April	\$ 2,256,496	\$ 2,757,196	\$ 500,700	22.19%
May	\$ 3,416,868	\$ 3,581,940	\$ 165,072	4.83%
June	\$ 2,785,614	\$ 2,813,150	\$ 27,536	0.99%
July	\$ 3,005,849	\$ 3,138,791	\$ 132,942	4.42%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 26,532,423	\$ 29,321,943	\$ 2,789,520	10.51%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

GENERAL FUND (\$0.01)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 1,635,390	\$ 1,735,774	\$ 100,384	6.14%
December	\$ 1,341,435	\$ 1,726,542	\$ 385,107	28.71%
January	\$ 1,433,584	\$ 1,537,214	\$ 103,630	7.23%
February	\$ 1,842,128	\$ 2,073,305	\$ 231,177	12.55%
March	\$ 1,281,261	\$ 1,442,598	\$ 161,337	12.59%
April	\$ 1,128,248	\$ 1,378,598	\$ 250,350	22.19%
May	\$ 1,708,434	\$ 1,790,970	\$ 82,536	4.83%
June	\$ 1,392,807	\$ 1,406,575	\$ 13,768	0.99%
July	\$ 1,502,924	\$ 1,569,395	\$ 66,471	4.42%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 13,266,211	\$ 14,660,971	\$ 1,394,760	10.51%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 817,695	\$ 867,887	\$ 50,192	6.14%
December	\$ 670,718	\$ 863,271	\$ 192,554	28.71%
January	\$ 716,792	\$ 768,607	\$ 51,815	7.23%
February	\$ 921,064	\$ 1,036,653	\$ 115,589	12.55%
March	\$ 640,631	\$ 721,299	\$ 80,669	12.59%
April	\$ 564,124	\$ 689,299	\$ 125,175	22.19%
May	\$ 854,217	\$ 895,485	\$ 41,268	4.83%
June	\$ 696,404	\$ 703,288	\$ 6,884	0.99%
July	\$ 751,462	\$ 784,698	\$ 33,235	4.42%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 6,633,106	\$ 7,330,486	\$ 697,380	10.51%

CITY OF MANSFIELD, TEXAS
SALES TAX REPORT

FISCAL YEAR 2023

MANSFIELD PUBLIC FACILITIES DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 817,695	\$ 867,887	\$ 50,192	6.14%
December	\$ 670,718	\$ 863,271	\$ 192,554	28.71%
January	\$ 716,792	\$ 768,607	\$ 51,815	7.23%
February	\$ 921,064	\$ 1,036,653	\$ 115,589	12.55%
March	\$ 640,631	\$ 721,299	\$ 80,669	12.59%
April	\$ 564,124	\$ 689,299	\$ 125,175	22.19%
May	\$ 854,217	\$ 895,485	\$ 41,268	4.83%
June	\$ 696,404	\$ 703,288	\$ 6,884	0.99%
July	\$ 751,462	\$ 784,698	\$ 33,235	4.42%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 6,633,106	\$ 7,330,486	\$ 697,380	10.51%



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5572

Agenda Date: 9/11/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of The City of Mansfield, Texas, Authorizing and Approving Exchanges and Conveyances of Land with Open Range Properties, LLC; Making Findings of Fact; and Providing for Related Matters

Requested Action

Consider an Ordinance authorizing the exchange and conveyances of land between the City of Mansfield and Open Range Properties, LLC.

Recommendation

Staff recommends passing of the ordinance.

Description/History

The City has land that is excess from property that was previously purchased as a part of the Pond Branch Linear Trail. Open Range Properties, LLC recently purchased the abutting property to where the City's land is and a part of their recently purchased land is needed by the City for the Pond Branch Linear Trail. The City and Open Range Properties, LLC are in agreement to swap proportional portions of land with one another that would provide the benefits needed by both parties.

City Council Priorities

Building Strong Neighborhoods

Justification

Texas Local Government Code §272.001(b)(1) and (3) permits a city to be able to exchange property with a landowner under particularized conditions, specifically: (1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances; or (3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes. Further, §272.001(b) allows any land described thereunder to be conveyed, sold, or exchanged for less than the fair market value of the land or interest if the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple, which the Open Range Properties, LLC does.

Funding Source

N/A

Prepared By

Vanessa Ramirez, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MANSFIELD, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC, PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

**SECTION 1.
GRANT OF AUTHORITY**

A. There is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the limited right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, easements held by the City to which the City holds the property rights in regard to use for utilities, public ways and other public property ("Public Rights-of-Way" or "Rights-of-Way") of the City of Mansfield, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 10, subject to this consent by the City in accordance with Texas Utilities Code, Section 181.043 and subject to the Public Utility Regulatory Act (PURA) and all other applicable laws, rules, and regulations (herein called "Franchise Agreement").

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the City. This Franchise Agreement shall in no way affect or impair the rights, obligations, or remedies of the parties under PURA, other state or federal laws, rules or regulations, or the Texas Constitution.

C. Company must get written approval from City prior to installing Company's facilities in a City park or City property other than public utility easements, streets, alleys, or highway Public Rights-of-Way.

D. Company may not use any portion of its Electric Distribution and Transmission System in City's Public Rights-of-Way for any purpose other than the delivery of electric service

(or in the support of Company's Distribution and Transmission System), including renting, licensing or otherwise sharing use of Facilities with third parties, including third parties receiving electric service, without first entering into a separate agreement with City for Company's ancillary service; however, Company is hereby expressly permitted as required by Federal law to allow Telecommunication Companies (e.g. telephone, and cable) to attach to Company's Facilities so long as Federal laws and Company requirements are met, which includes the allowed attachment fees, and notice of such attachment is provided to City by Company within a reasonable time after the City's request.

E. Subject to Subsection 1.D. above, Company agrees to notify other persons, firms, or corporations that desire to attach facilities to Company's Electric Distribution and Transmission System located within City that they must obtain all legally required franchises, licenses, waivers, consents, easements, rights of way, and permits needed to construct and operate its equipment within City. However, in no event is Company responsible or liable to City or any other person or entity if the persons, firms, or corporations that desire to attach to Company's Electric Distribution and Transmission System fails to obtain anything required by City. City may request a list of persons or corporations who have a contract to attach facilities to Company's equipment within the City limits, and Company shall provide such information within a reasonable time after City's request.

F. Company acknowledges that, by this Franchise Agreement, it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein and also granted by state and federal laws, rules, and regulations, including any amendments thereto.

SECTION 2. USE OF PUBLIC RIGHTS-OF-WAY

A. Poles, towers and other structures shall be so erected as not to unreasonably interfere with, at the time said Facilities are installed: 1) present and planned (subject to City's notification to Company in writing of said plan prior to Company erecting or installing the Facilities in question) vehicular and pedestrian traffic over streets, alleys, highways, and sidewalks; 2) present and planned (subject to City's notification to Company in writing of said plan prior to Company erecting or installing the Facilities in question) gas, electric, or telephone fixtures; or 3) present and planned (subject to City's notification to Company in writing of said plan prior to Company erecting or installing the Facilities in question) water hydrants or mains, drainage facilities or sanitary sewer facilities. All poles, towers and other structures must be reasonably required for Electric Distribution and Transmission purposes and not primarily for providing facilities for third-parties or other uses.

B. Company acknowledges and accepts at its own risk, that City may, unilaterally and at its sole discretion, make use in the future of the Public Rights-of-Way in which the Electric Distribution and Transmission System is located and, in that event, Company shall only be entitled to compensation or reimbursement from City as provided by Section 3 or any applicable state and federal laws, rules, and regulations including Tariffs and any amendments thereto.

C. Use of Poles and Ducts. Company may permit the wires of the City to be attached

to the poles or use of spare conduit in duct systems owned and maintained by Company, under separate agreement, upon securing a Company "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Company does not warrant or guarantee there will be space made available on Company poles or spare conduits in Company duct systems for the City's use. Company may require the City to furnish evidence of adequate insurance, provide indemnity covering Company as allowed by law, and provide adequate bonds covering the performance of the City or City's contractor prior to attaching wires to Company poles and prior to City's use of conduit in Company duct systems. Agreements for wires of the City to be attached to the poles or for use of spare conduit in duct systems maintained and owned by Company which are existing prior to this Franchise remain in effect according to the terms defined in such agreements.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager, or his/her designee, (the "Manager") prior to construction, which shall not be unreasonably withheld; provided however, that City and Company recognize that Company must meet all legally imposed requirements and may avail itself of legally permitted procedures for determining the location of such facilities. Further, the parties recognize that Company may rely upon reasonable safety requirements in determining the appropriate location of such Facilities. Should Company determine that the Manager's determination is unreasonable, Company shall have the opportunity to appeal to the City Council or request review of the matter by any court or regulatory agency having jurisdiction. Any appeal to City Council shall be made in writing to the City Secretary within ten (10) days of Manager's determination and will be placed on the first available regularly scheduled City Council meeting for *Discussion and Possible Action Regarding an Appeal of the City Manager's Determination*.

E. Company shall cooperate with the City in providing information regarding the location of current and future overhead and underground wires and poles within City's Public Rights-of-Way. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to City upon reasonable request. The maps shall be provided in electronic digital format, or any format City requests, if available.

SECTION 3.

CONSTRUCTION, MAINTENANCE, OPERATION AND RELOCATION

A. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electrical Safety Code or such comparable standards as may be adopted, and in a good and workmanlike manner.

B. City retains the right to make visual, non-invasive inspections of Company's Facilities in City Public Rights-of-Way and upon reasonable notice and request, to require Company to make available for inspection available records or data to demonstrate its current compliance with the terms of this Franchise Agreement.

C. Company shall, except in cases of emergency conditions or work incidental in nature, provide City reasonable advance notice and submit traffic control plans, if necessary as

determined by City in its sole discretion, and obtain a permit prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall at all times ensure that any traffic control necessary to perform work in City's Public Rights-of-Way is set up only during times Company is performing work. In no event, shall Company's traffic control interfere with vehicular traffic if Company is not actively performing work. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

D. Company shall restore at the Company's sole expense, all work within City Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. If City or Company believes that there are extenuating circumstances that do not allow for restoration of all work within the City Rights-of-Way to a condition equally as good as it was prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation.

E. City shall have the ability, at any time, to require Company to repair, remove or abate any distribution pole, wire, cable, or other distribution structure in City's Public Rights-of-Way that is determined to be unnecessarily dangerous to life or property. After receipt of notice from City, Company shall either cure said condition within a reasonable time or provide City with facts defending its position that said condition is not a condition that is unnecessarily dangerous to life or property or is in compliance with the provisions of this Franchise Agreement. Notwithstanding the aforementioned, within a reasonable time after investigation, Company shall provide City with a report of findings on its Facilities. Company will work with City on coordinating communication of such findings to Company's impacted customers. Company shall, as soon as practically possible, address any Company Facilities City advises Company of that are interfering with vehicular traffic. In the event City finds that Company has not sufficiently addressed said condition by either of the aforementioned methods, City shall be entitled to immediately exercise the remedies in Section 12, and Company shall be entitled to seek review of City action or inaction by any regulatory agency or court having jurisdiction.

F. City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipelines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like.

G. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Company shall proceed to relocate Facilities without unreasonable delay.

H. City-requested relocations of Company Facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if City is the end use Retail Customer (customer

who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of City. Provided further, if the relocation request includes, or is for, Company to relocate above-ground Facilities to an underground location, City shall be fully responsible for the additional cost of placing the Facilities underground.

I. If any other corporation or person (other than City) requests Company to relocate Company facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City. City shall never be liable for any such reimbursement due to Company under this Section 3.I. assuming City is not involved with any matters related to this subsection.

J. If City abandons any Public Rights-of-Way in which Company has existing facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

K. Company shall have in place Vegetation Management Guidelines, which shall be provided to City upon request. The Vegetation Management Plan, as amended, shall be kept on file with the City Secretary. Any release of Company's Vegetation Management Guidelines shall be pursuant to the same confidential protection process identified in Section 9.E. of this Franchise Agreement. Company shall conduct its tree-trimming activities in accordance with its Vegetation Management Guidelines, including as amended by Company from time to time, and will address concerns or complaints with regard to its tree-trimming activities as requested by City within a reasonable time frame. Except in emergency situations or in response to outages, and in accordance with Company's Vegetation Management Guidelines, Company shall provide advance notice to affected property owners and City prior to beginning planned tree-trimming activities within City limits.

SECTION 4. INDEMNIFICATION

A. In consideration of the granting of this Franchise Agreement, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned

by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, or death or injury is attributable to the negligence or wrongful act or omission of City or City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and City, responsibility and indemnity, if any, shall be apportioned comparatively between City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and City, responsibility for all costs of defense shall be apportioned between City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B. and 4.C.

SECTION 5. INSURANCE

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise Agreement, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations coverage continuing for two (2) years after final acceptance, or completion of the Work, whichever is later.
- (2) Personal and advertising injury.
- (3) Contractual liability.

(4) Explosion, collapse, or underground (XCU) hazards.

B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.

C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.

D. Company must name City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, employees and volunteers, as additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that City is an additional insured.

E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

F. The Company will provide proof of its insurance in accordance with this Franchise Agreement within thirty (30) days of the effective date of this Franchise Agreement and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVITY

This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 7. CONSIDERATION

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees,

easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (1) A final annual payment was made to City on or before March 15, 2023 for the basis period of January 1, 2022 through December 31, 2022 and the privilege period of January 1, 2023 through December 31, 2023 in accordance with the provisions of the previous franchise.
- (2) As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002834 (the “Base Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.002976 (the “Current Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002834 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

B. Company shall make quarterly payments as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period (Following Year)</u>
September 15	Jan. 1 – Mar. 31	Jan. 1 – Mar. 31
December 15	Apr. 1 – Jun. 30	Apr. 1 – Jun. 30
March 15	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30
June 15	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31

- (1) The first payment hereunder shall be due and payable on or before September 15, 2023 and will cover the basis period of January 1, 2023 through March 31, 2023 for the privilege period of January 1, 2024 through March 31, 2024. The final payment under this franchise is due on or before March 15, 2043 and covers the basis period of July 1, 2042 through September 30, 2042 for the privilege period of July 1, 2043 through September 30, 2043; and
- (2) After the final payment date of March 15, 2043, Company may continue to make additional annual payments in accordance with the above schedule. City acknowledges that such continued

payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant annual periods.

C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company’s obligation to pay on services identified as DD1 through DD24 will continue even if Tariff modifications have been made that have subdivided certain portions of DD1 through DD24 into multiple services with their own numbered charges (e.g. SD charges) or have renumbered the charge, provided that the service is encompassed within the original agreed-to types of Discretionary Service Charges, and further provided that if any service has been removed from Company’s approved Tariffs, then no payment is due. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.

- (1) The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
- (2) The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7.C., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2024 and will be based on the calendar year January 1 through December 31, 2023. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2044 and will be based on the calendar year of January 1, 2043 through December 31, 2043.
- (3) Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
- (4) City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
- (5) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- (6) In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

D. With each payment of compensation required by 7.B., Company shall furnish to

the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

E. With each payment of compensation required by Section 7.C, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.

F. Should any payment due date required by this Franchise Agreement fall on a weekend or declared bank holiday, payment shall be delivered to City no later than the close of business on the working day prior to any specifically required due date contained within this Franchise Agreement.

G. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual written agreement between City and Company and City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to City through error or otherwise will, at the sole option of City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any claim of breach of this Franchise Agreement, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.

H. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.

I. The franchise fee payable to City pursuant to this Section, except as agreed to by Company and the City in Section 7G., shall not be offset by any payment by Company to City relating to ad valorem taxes.

SECTION 8. MOST FAVORED NATION

A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to City, would result in a greater amount of franchise fees owed City than under this Franchise Agreement.

B. In the event of an occurrence as described in Section 8.A. hereof, City shall have

the option to:

- (1) Have Company select, within 30 days of City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
- (2) Modify this Franchise Agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 8.B(1). In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B(1).

C. City may not exercise the option provided in this Section 8.B. if any of the provisions that would be included in this Franchise Agreement are, in Company's reasonable opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter.

D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under Section 8.B., then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise fee made pursuant to this Section 8, and the terms of the Franchise Agreement shall immediately revert to those in place prior to City's exercise of its option under Section 8.B.

E. Notwithstanding any other provision of this Franchise Agreement, should the City exercise the option provided in Section 8.B., and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole reasonable opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise Agreement pursuant to Section 8.A., then Company shall have the right to cancel all of the modifications to this Franchise Agreement made pursuant to Section 8.B., and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise Agreement shall revert to those in place prior to the City's exercise of its option under Section 8.B. The provisions of Section 8.B. apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8.B. do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 9. RECORDS AND REPORTS

A. Company shall keep accurate books of accounting at its principal office for the purpose of determining the amount due to City under this Franchise Agreement.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, City may conduct an

audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein.

C. Company shall make available to the auditor or City during Company's regular business hours and upon reasonable notice, such personnel and records as City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to City therefore. Company shall assist City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

D. Regarding Refunds or Credits under this Franchise Agreement:

- (1) If as the result of any City audit, Company is refunded/credited for an overpayment or pays City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.G. and 7.H.
- (2) If, as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to City due to an underpayment of the franchise fee of more than 5%, City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.C.

E. If Company provides confidential or proprietary information to City, Company shall be solely responsible for identifying such information with markings reasonably calculated to bring City's attention to the proprietary or confidential nature of the information. City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. When a court or regulatory agency (other than City) order requires City to release non-public information, City shall provide notice to Company prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). City shall also provide Company a copy of the official notification in writing, and thereafter Company is responsible for establishing that an exception under the Act allows City to withhold the information. If the Texas Attorney General requires release, City has no liability to Company for such release.

SECTION 10. TERM AND ACCEPTANCE

This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and publication by City as required by City Charter. The right, privilege and franchise granted hereby shall expire on September 30, 2043; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise Agreement, it shall be automatically renewed for an additional period of six (6) months

from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period. This Franchise Agreement, however, shall terminate no later than twenty-five (25) years from its effective date.

**SECTION 11.
REPEALER CLAUSE**

This Ordinance shall supersede any and all other franchises granted by City to Company, its predecessors and assigns.

**SECTION 12.
DEFAULT, REMEDIES, TERMINATION**

A. Events of Default. The occurrence, at any time during the term of this Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise Agreement:

- (1) The failure of Company to pay the franchise fee on or before the due dates specified herein.
- (2) Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 12.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not

forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
- (3) The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City.
- (4) The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance.

E. Termination. In accordance with the provisions of Section 12.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

**SECTION 13.
NOTICES**

Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If intended for City, to:
City of Mansfield
Attn.: City Manager
1200 E. Broad St.
Mansfield, Texas 76063

If intended for Company, to:
Oncor Electric Delivery Company LLC
Attn: Regulatory Affairs
1616 Woodall Rodgers Fwy, 6th floor
Dallas, Texas 75202

**SECTION 14.
SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

**SECTION 15.
ASSIGNMENT**

The rights granted by this Franchise Agreement inure to the benefit of Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without City's consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

**SECTION 16.
RIGHT OF RENEGOTIATION**

A. Should either Company or City have cause to believe that a change in circumstances relating to the terms of this Franchise Agreement may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise Agreement, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise Agreement as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, City and Company agree to a change in a provision of this Franchise Agreement, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Company.

**SECTION 17.
GOVERNING LAW AND VENUE**

This Franchise Agreement shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between City and Company concerning this Franchise Agreement will be filed in the State of Texas. Nothing in this Franchise Agreement shall prohibit City from filing an action related to this Franchise Agreement in Tarrant County, Texas.

**SECTION 18.
PUBLIC MEETING**

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY
COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF SEPTEMBER,
2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

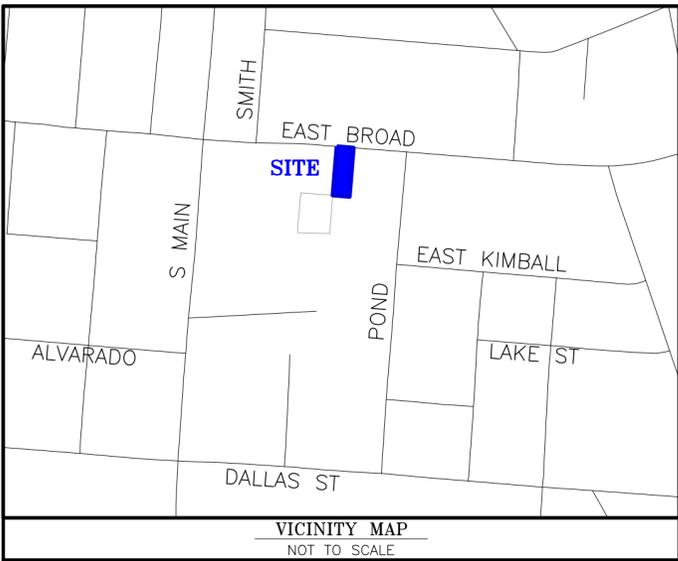
Bradley A. Anderle, City Attorney

BRITAIN & CRAWFORD
 LAND SURVEYING &
 TOPOGRAPHIC MAPPING

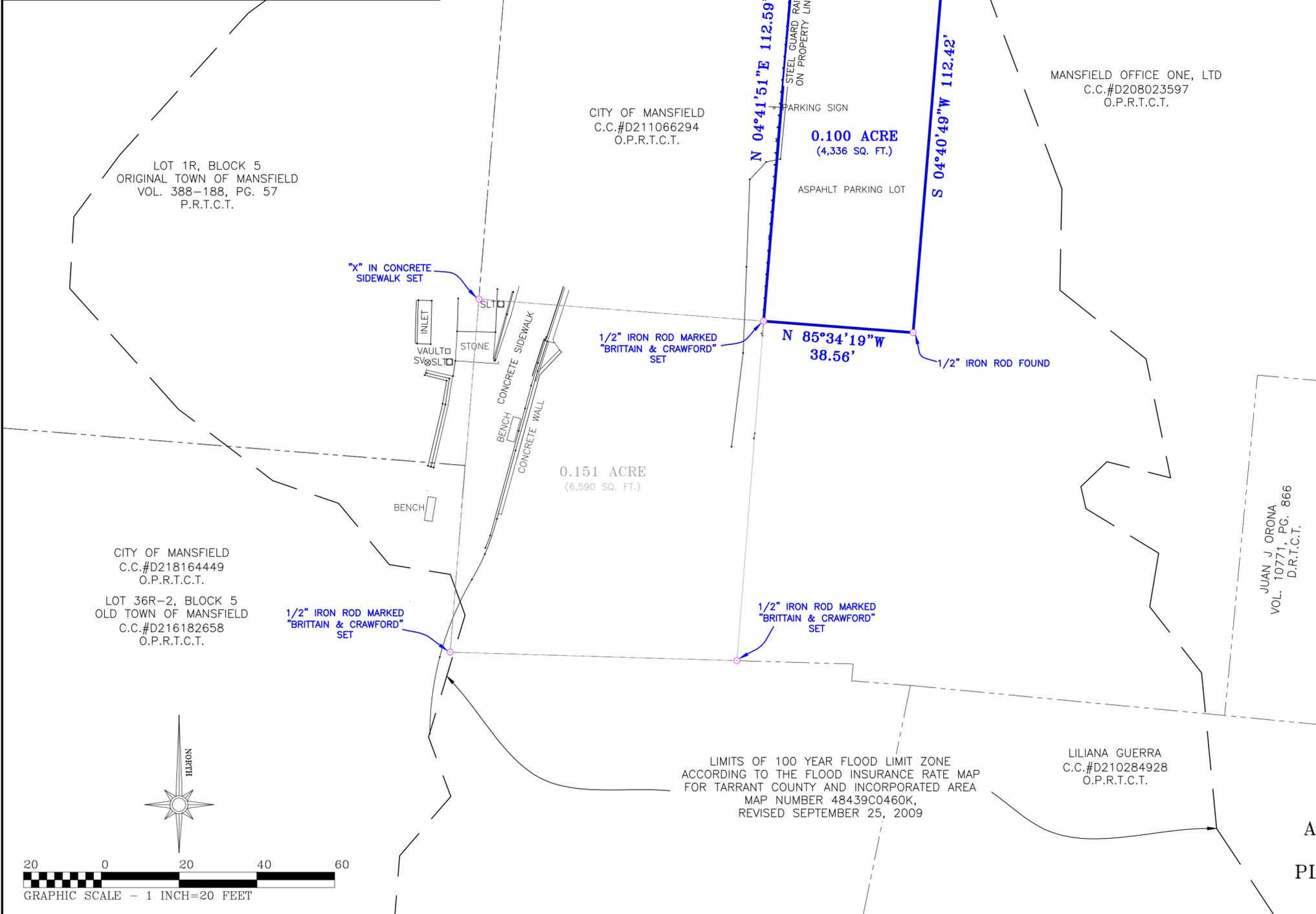
TEL (817) 926-0211
 FAX (817) 926-9347
 P.O. BOX 11374 * 3908 SOUTH FREEWAY
 FORT WORTH, TEXAS 76110
 EMAIL: admin@brittain-crawford.com
 WEBSITE: www.brittain-crawford.com

FIRM CERTIFICATION# 1019000
 © 2013 Brittain & Crawford, LLC
 All Rights Reserved

FLOOD NOTE:
 THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48439C0460K, MAP REVISED SEPTEMBER 25, 2009.



EAST BROAD STREET
 (100' PUBLIC RIGHT-OF-WAY)



LEGAL DESCRIPTION

BEING 0.100 acre of land located in Block 5, ORIGINAL TOWN OF MANSFIELD, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 53, of the Plat Records of Tarrant County, Texas, and being a portion of the tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D211066294, of the Official Public Records of Tarrant County, Texas. Said 0.100 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Northeast corner of said City of Mansfield Tract and being the most Northerly Northwest corner of the tract of land conveyed to the Mansfield Office One, LTD, by the deed recorded in County Clerk's File No. D208023597, of the Official Public Records of Tarrant County, Texas;

THENCE S 04° 40' 49" W 112.42 feet, along the East boundary line of said City of Mansfield Tract, to a 1/2" iron rod found at the Southeast corner of said City of Mansfield Tract;

THENCE N 85° 34' 19" W 38.56 feet, along the South boundary line of said City of Mansfield Tract and the most Southerly North boundary line of said Mansfield Office One, LTD Tract, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE N 04° 41' 51" E 112.59 feet, severing said City of Mansfield Tract and running along the center of a steel guardrail, to a 1/2" iron rod marked "Brittain & Crawford" set in the North boundary line of said City of Mansfield Tract and the South right-of-way line of East Broad Street (a 100 foot wide public right-of-way);

THENCE S 85° 19' 11" E 38.52 feet, along the North boundary line of said City of Mansfield Tract and the South right-of-way line of said East Broad Street, to the POINT OF BEGINNING containing 0.100 acre (4,336 square feet) of land.



SURVEYED ON THE GROUND
 APRIL 13, 2023

James L. Brittain
 JAMES L. BRITTAIN REGISTERED
 PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 1674

JUAN J. ORONA
 VOL. 10771, PG. 866
 D.R.T.C.T.

BOUNDARY SURVEY MAP
 OF
0.100 ACRE OF LAND
 LOCATED IN
 BLOCK 5
 ORIGINAL TOWN OF MANSFIELD
 ACCORDING TO THE PLAT RECORDED IN
 VOLUME 63, PAGE 53 OF THE
 PLAT RECORDS, TARRANT COUNTY, TEXAS

LIMITS OF 100 YEAR FLOOD LIMIT ZONE
 ACCORDING TO THE FLOOD INSURANCE RATE MAP
 FOR TARRANT COUNTY AND INCORPORATED AREA
 MAP NUMBER 48439C0460K,
 REVISED SEPTEMBER 25, 2009

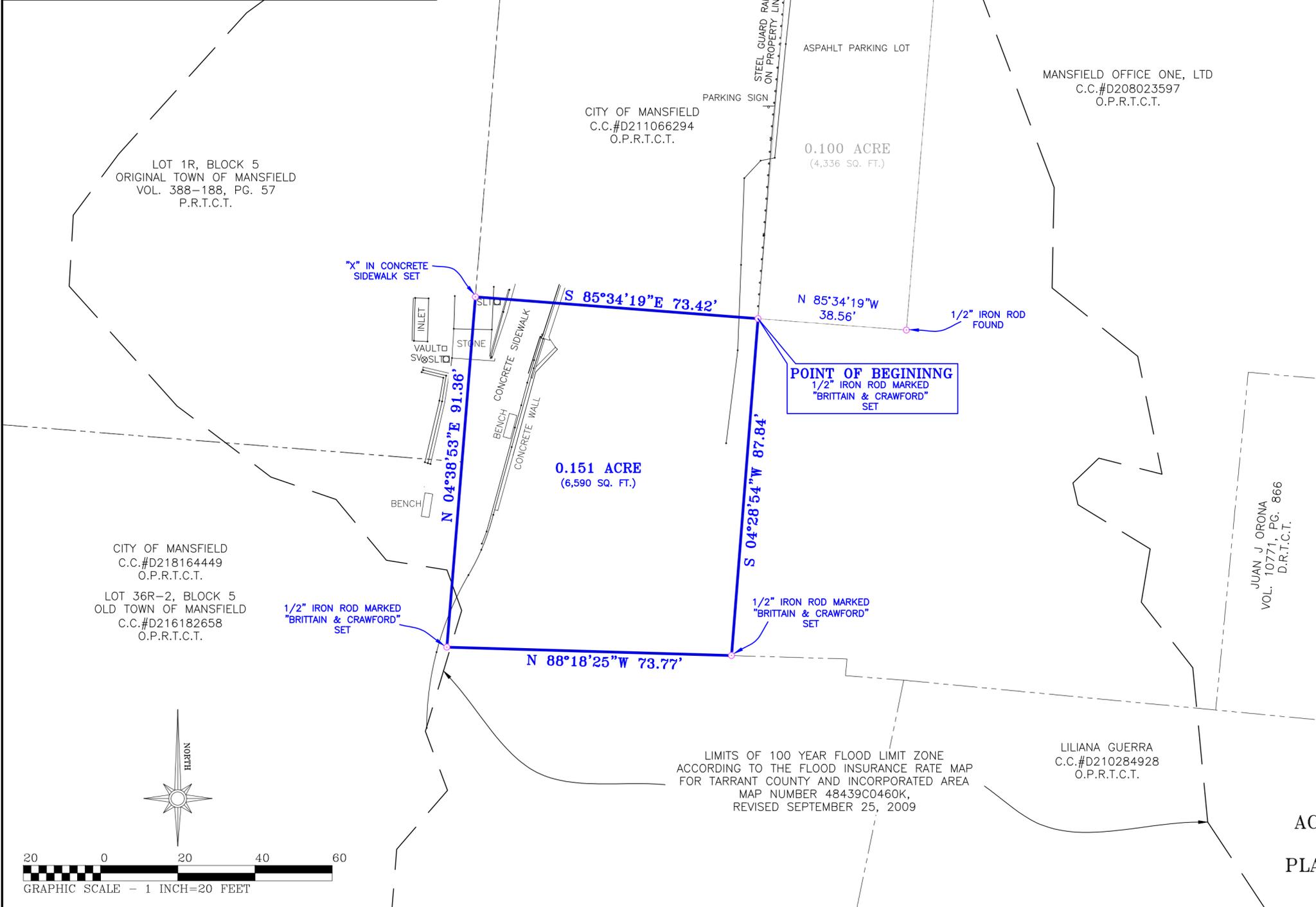
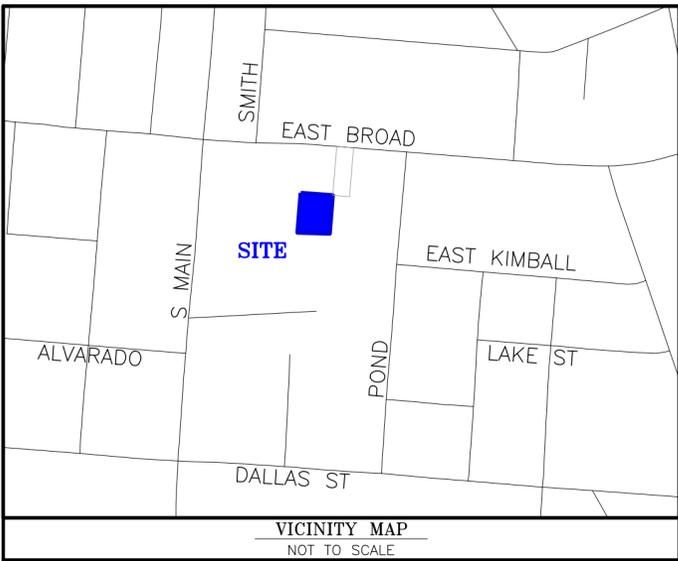
LILIANA GUERRA
 C.C.#D210284928
 O.P.R.T.C.T.

BRITTAIN & CRAWFORD
 LAND SURVEYING &
 TOPOGRAPHIC MAPPING

TEL (817) 926-0211
 FAX (817) 926-9347
 P.O. BOX 11374 * 3908 SOUTH FREEWAY
 FORT WORTH, TEXAS 76110
 EMAIL: admin@brittain-crawford.com
 WEBSITE: www.brittain-crawford.com

FIRM CERTIFICATION# 1019000
 © 2013 Brittain & Crawford, LLC
 All Rights Reserved

FLOOD NOTE:
 THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48439C0460K, MAP REVISED SEPTEMBER 25, 2009.



LEGAL DESCRIPTION

BEING 0.151 acre of land located in Block 5, ORIGINAL TOWN OF MANSFIELD, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 53, of the Plat Records of Tarrant County, Texas, and being a portion of the tract of land conveyed to Mansfield Office One, LTD, by the deed recorded in County Clerk's File No. D208023597, of the Official Public Records of Tarrant County, Texas. Said 0.151 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod marked "Brittain & Crawford" set in the most Southerly North boundary line of said Mansfield Office One, LTD Tract and the South boundary line of the tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D211066294, of the Official Public Records of Tarrant County, Texas, and said POINT OF BEGINNING being located N 85° 34' 19" W 38.56 feet, from a 1/2" iron rod found at a reentrant corner of said Mansfield Office One, LTD Tract, at the Southeast corner of said City of Mansfield Tract;

THENCE S 04° 28' 54" W 87.84 feet, to a 1/2" iron rod marked "Brittain & Crawford" set in the South boundary line of said Mansfield Office One, LTD Tract;

THENCE N 88° 18' 25" W 73.77 feet, along the South boundary line of said Mansfield Office One, LTD Tract, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE N 04° 38' 53" E 91.36 feet, along the East boundary line of Lot 1R, Block 5, Original Town of Mansfield, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 388-188, Page 57, of the Plat Records of Tarrant County, Texas, to an "X" cut in concrete set at the Southwest corner of aforesaid City of Mansfield Tract;

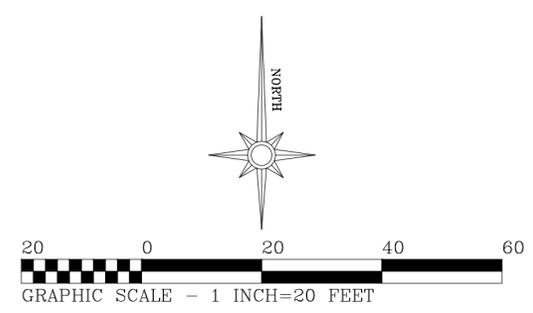
THENCE S 85° 34' 19" E 73.42 feet, along the South boundary line of said City of Mansfield Tract and the most Southerly North boundary line of said Mansfield Office One, LTD Tract, to the POINT OF BEGINNING containing 0.151 acre (6,590 square feet) of land.



SURVEYED ON THE GROUND
 APRIL 13, 2023

James L. Brittain
 JAMES L. BRITTAIN REGISTERED
 PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 1674

**BOUNDARY SURVEY MAP
 OF
 0.151 ACRE OF LAND
 LOCATED IN
 BLOCK 5
 ORIGINAL TOWN OF MANSFIELD
 ACCORDING TO THE PLAT RECORDED IN
 VOLUME 63, PAGE 53 OF THE
 PLAT RECORDS, TARRANT COUNTY, TEXAS**



LIMITS OF 100 YEAR FLOOD LIMIT ZONE
 ACCORDING TO THE FLOOD INSURANCE RATE MAP
 FOR TARRANT COUNTY AND INCORPORATED AREA
 MAP NUMBER 48439C0460K,
 REVISED SEPTEMBER 25, 2009



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5575

Agenda Date: 9/11/2023

Version: 2

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of The City of Mansfield, Texas Granting to Oncor Electric Delivery Company LLC, its Successors and Assigns, a Non-Exclusive Electric Power Franchise to use the Present and Future Streets, Alleys, Highways, Public Utility Easements, Public Ways and Public Property of the City Of Mansfield, Texas

Requested Action

Consider an Ordinance granting Oncor Electric Delivery Company, LLC a non-exclusive Electric Power Franchise

Recommendation

Staff recommends approval of this Ordinance

Description/History

The City of Mansfield passed Ordinance No. 181 granting Texas Electric Service Company, later Oncor Electric Delivery Company, LLC (Oncor), a non exclusive franchise agreement for a term of fifty (50) years. A renewal franchise agreement is necessary between the City of Mansfield and Oncor to ensure we have a valid franchise agreement in place for operations within the City's rights-of-way and property.

Justification

The franchise agreement being proposed accounts for the regulatory and statutory language that oversees the electric utilities by the Public Utility Commission of Texas and Administrative Codes. This franchise closely mirrors the one negotiated and enacted between the Cities and Oncor in recent years. It is to the mutual advantage of both the City and Oncor to enter into a new franchise agreement establishing the conditions under which Oncor will operate its system of electric power lines, with all necessary or desirable appurtenances for delivering such electric power including conduits, poles, towers, wires, transmission lines, and other structures, equipment, and facilities in the City. This franchise agreement is for a term of 20 years and provides provisions for relocation of Oncor's facilities, renegotiation of the agreement if more favorable terms are entered into by Oncor and other cities after the effective date of this franchise agreement, and construction in the City's rights-of-ways.

Funding Source

N/A

Prepared By

Vanessa Ramirez, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MANSFIELD, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC, PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

**SECTION 1.
GRANT OF AUTHORITY**

A. There is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the limited right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, easements held by the City to which the City holds the property rights in regard to use for utilities, public ways and other public property ("Public Rights-of-Way" or "Rights-of-Way") of the City of Mansfield, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 10, subject to this consent by the City in accordance with Texas Utilities Code, Section 181.043 and subject to the Public Utility Regulatory Act (PURA) and all other applicable laws, rules, and regulations (herein called "Franchise Agreement").

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the City. This Franchise Agreement shall in no way affect or impair the rights, obligations, or remedies of the parties under PURA, other state or federal laws, rules or regulations, or the Texas Constitution.

C. Company must get written approval from City prior to installing Company's facilities in a City park or City property other than public utility easements, streets, alleys, or highway Public Rights-of-Way.

D. Company may not use any portion of its Electric Distribution and Transmission System in City's Public Rights-of-Way for any purpose other than the delivery of electric service

(or in the support of Company's Distribution and Transmission System), including renting, licensing or otherwise sharing use of Facilities with third parties, including third parties receiving electric service, without first entering into a separate agreement with City for Company's ancillary service; however, Company is hereby expressly permitted as required by Federal law to allow Telecommunication Companies (e.g. telephone, and cable) to attach to Company's Facilities so long as Federal laws and Company requirements are met, which includes the allowed attachment fees, and notice of such attachment is provided to City by Company within a reasonable time after the City's request.

E. Subject to Subsection 1.D. above, Company agrees to notify other persons, firms, or corporations that desire to attach facilities to Company's Electric Distribution and Transmission System located within City that they must obtain all legally required franchises, licenses, waivers, consents, easements, rights of way, and permits needed to construct and operate its equipment within City. However, in no event is Company responsible or liable to City or any other person or entity if the persons, firms, or corporations that desire to attach to Company's Electric Distribution and Transmission System fails to obtain anything required by City. City may request a list of persons or corporations who have a contract to attach facilities to Company's equipment within the City limits, and Company shall provide such information within a reasonable time after City's request.

F. Company acknowledges that, by this Franchise Agreement, it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein and also granted by state and federal laws, rules, and regulations, including any amendments thereto.

SECTION 2. USE OF PUBLIC RIGHTS-OF-WAY

A. Poles, towers and other structures shall be so erected as not to unreasonably interfere with, at the time said Facilities are installed: 1) present and planned (subject to City's notification to Company in writing of said plan prior to Company erecting or installing the Facilities in question) vehicular and pedestrian traffic over streets, alleys, highways, and sidewalks; 2) present and planned (subject to City's notification to Company in writing of said plan prior to Company erecting or installing the Facilities in question) gas, electric, or telephone fixtures; or 3) present and planned (subject to City's notification to Company in writing of said plan prior to Company erecting or installing the Facilities in question) water hydrants or mains, drainage facilities or sanitary sewer facilities. All poles, towers and other structures must be reasonably required for Electric Distribution and Transmission purposes and not primarily for providing facilities for third-parties or other uses.

B. Company acknowledges and accepts at its own risk, that City may, unilaterally and at its sole discretion, make use in the future of the Public Rights-of-Way in which the Electric Distribution and Transmission System is located and, in that event, Company shall only be entitled to compensation or reimbursement from City as provided by Section 3 or any applicable state and federal laws, rules, and regulations including Tariffs and any amendments thereto.

C. Use of Poles and Ducts. Company may permit the wires of the City to be attached

to the poles or use of spare conduit in duct systems owned and maintained by Company, under separate agreement, upon securing a Company "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Company does not warrant or guarantee there will be space made available on Company poles or spare conduits in Company duct systems for the City's use. Company may require the City to furnish evidence of adequate insurance, provide indemnity covering Company as allowed by law, and provide adequate bonds covering the performance of the City or City's contractor prior to attaching wires to Company poles and prior to City's use of conduit in Company duct systems. Agreements for wires of the City to be attached to the poles or for use of spare conduit in duct systems maintained and owned by Company which are existing prior to this Franchise remain in effect according to the terms defined in such agreements.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager, or his/her designee, (the "Manager") prior to construction, which shall not be unreasonably withheld; provided however, that City and Company recognize that Company must meet all legally imposed requirements and may avail itself of legally permitted procedures for determining the location of such facilities. Further, the parties recognize that Company may rely upon reasonable safety requirements in determining the appropriate location of such Facilities. Should Company determine that the Manager's determination is unreasonable, Company shall have the opportunity to appeal to the City Council or request review of the matter by any court or regulatory agency having jurisdiction. Any appeal to City Council shall be made in writing to the City Secretary within ten (10) days of Manager's determination and will be placed on the first available regularly scheduled City Council meeting for *Discussion and Possible Action Regarding an Appeal of the City Manager's Determination*.

E. Company shall cooperate with the City in providing information regarding the location of current and future overhead and underground wires and poles within City's Public Rights-of-Way. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to City upon reasonable request. The maps shall be provided in electronic digital format, or any format City requests, if available.

SECTION 3.

CONSTRUCTION, MAINTENANCE, OPERATION AND RELOCATION

A. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electrical Safety Code or such comparable standards as may be adopted, and in a good and workmanlike manner.

B. City retains the right to make visual, non-invasive inspections of Company's Facilities in City Public Rights-of-Way and upon reasonable notice and request, to require Company to make available for inspection available records or data to demonstrate its current compliance with the terms of this Franchise Agreement.

C. Company shall, except in cases of emergency conditions or work incidental in nature, provide City reasonable advance notice and submit traffic control plans, if necessary as

determined by City in its sole discretion, and obtain a permit prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall at all times ensure that any traffic control necessary to perform work in City's Public Rights-of-Way is set up only during times Company is performing work. In no event, shall Company's traffic control interfere with vehicular traffic if Company is not actively performing work. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

D. Company shall restore at the Company's sole expense, all work within City Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. If City or Company believes that there are extenuating circumstances that do not allow for restoration of all work within the City Rights-of-Way to a condition equally as good as it was prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation.

E. City shall have the ability, at any time, to require Company to repair, remove or abate any distribution pole, wire, cable, or other distribution structure in City's Public Rights-of-Way that is determined to be unnecessarily dangerous to life or property. After receipt of notice from City, Company shall either cure said condition within a reasonable time or provide City with facts defending its position that said condition is not a condition that is unnecessarily dangerous to life or property or is in compliance with the provisions of this Franchise Agreement. Notwithstanding the aforementioned, within a reasonable time after investigation, Company shall provide City with a report of findings on its Facilities. Company will work with City on coordinating communication of such findings to Company's impacted customers. Company shall, as soon as practically possible, address any Company Facilities City advises Company of that are interfering with vehicular traffic. In the event City finds that Company has not sufficiently addressed said condition by either of the aforementioned methods, City shall be entitled to immediately exercise the remedies in Section 12, and Company shall be entitled to seek review of City action or inaction by any regulatory agency or court having jurisdiction.

F. City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipelines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like.

G. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Company shall proceed to relocate Facilities without unreasonable delay.

H. City-requested relocations of Company Facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if City is the end use Retail Customer (customer

who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of City. Provided further, if the relocation request includes, or is for, Company to relocate above-ground Facilities to an underground location, City shall be fully responsible for the additional cost of placing the Facilities underground.

I. If any other corporation or person (other than City) requests Company to relocate Company facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City. City shall never be liable for any such reimbursement due to Company under this Section 3.I. assuming City is not involved with any matters related to this subsection.

J. If City abandons any Public Rights-of-Way in which Company has existing facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

K. Company shall have in place Vegetation Management Guidelines, which shall be provided to City upon request. The Vegetation Management Plan, as amended, shall be kept on file with the City Secretary. Any release of Company's Vegetation Management Guidelines shall be pursuant to the same confidential protection process identified in Section 9.E. of this Franchise Agreement. Company shall conduct its tree-trimming activities in accordance with its Vegetation Management Guidelines, including as amended by Company from time to time, and will address concerns or complaints with regard to its tree-trimming activities as requested by City within a reasonable time frame. Except in emergency situations or in response to outages, and in accordance with Company's Vegetation Management Guidelines, Company shall provide advance notice to affected property owners and City prior to beginning planned tree-trimming activities within City limits.

SECTION 4. INDEMNIFICATION

A. In consideration of the granting of this Franchise Agreement, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned

by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, or death or injury is attributable to the negligence or wrongful act or omission of City or City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and City, responsibility and indemnity, if any, shall be apportioned comparatively between City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and City, responsibility for all costs of defense shall be apportioned between City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B. and 4.C.

SECTION 5. INSURANCE

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise Agreement, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations coverage continuing for two (2) years after final acceptance, or completion of the Work, whichever is later.
- (2) Personal and advertising injury.
- (3) Contractual liability.

(4) Explosion, collapse, or underground (XCU) hazards.

B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.

C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.

D. Company must name City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, employees and volunteers, as additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that City is an additional insured.

E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

F. The Company will provide proof of its insurance in accordance with this Franchise Agreement within thirty (30) days of the effective date of this Franchise Agreement and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVITY

This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 7. CONSIDERATION

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees,

easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (1) A final annual payment was made to City on or before March 15, 2023 for the basis period of January 1, 2022 through December 31, 2022 and the privilege period of January 1, 2023 through December 31, 2023 in accordance with the provisions of the previous franchise.
- (2) As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002834 (the “Base Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.002976 (the “Current Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002834 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

B. Company shall make quarterly payments as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period (Following Year)</u>
September 15	Jan. 1 – Mar. 31	Jan. 1 – Mar. 31
December 15	Apr. 1 – Jun. 30	Apr. 1 – Jun. 30
March 15	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30
June 15	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31

- (1) The first payment hereunder shall be due and payable on or before September 15, 2023 and will cover the basis period of January 1, 2023 through March 31, 2023 for the privilege period of January 1, 2024 through March 31, 2024. The final payment under this franchise is due on or before March 15, 2043 and covers the basis period of July 1, 2042 through September 30, 2042 for the privilege period of July 1, 2043 through September 30, 2043; and
- (2) After the final payment date of March 15, 2043, Company may continue to make additional annual payments in accordance with the above schedule. City acknowledges that such continued

payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant annual periods.

C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company’s obligation to pay on services identified as DD1 through DD24 will continue even if Tariff modifications have been made that have subdivided certain portions of DD1 through DD24 into multiple services with their own numbered charges (e.g. SD charges) or have renumbered the charge, provided that the service is encompassed within the original agreed-to types of Discretionary Service Charges, and further provided that if any service has been removed from Company’s approved Tariffs, then no payment is due. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.

- (1) The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
- (2) The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7.C., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2024 and will be based on the calendar year January 1 through December 31, 2023. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2044 and will be based on the calendar year of January 1, 2043 through December 31, 2043.
- (3) Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
- (4) City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
- (5) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- (6) In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

D. With each payment of compensation required by 7.B., Company shall furnish to

the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

E. With each payment of compensation required by Section 7.C, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.

F. Should any payment due date required by this Franchise Agreement fall on a weekend or declared bank holiday, payment shall be delivered to City no later than the close of business on the working day prior to any specifically required due date contained within this Franchise Agreement.

G. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual written agreement between City and Company and City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to City through error or otherwise will, at the sole option of City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any claim of breach of this Franchise Agreement, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.

H. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.

I. The franchise fee payable to City pursuant to this Section, except as agreed to by Company and the City in Section 7G., shall not be offset by any payment by Company to City relating to ad valorem taxes.

SECTION 8. MOST FAVORED NATION

A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to City, would result in a greater amount of franchise fees owed City than under this Franchise Agreement.

B. In the event of an occurrence as described in Section 8.A. hereof, City shall have

the option to:

- (1) Have Company select, within 30 days of City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
- (2) Modify this Franchise Agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 8.B(1) In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B(1).

C. City may not exercise the option provided in this Section 8.B. if any of the provisions that would be included in this Franchise Agreement are, in Company's reasonable opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter.

D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under Section 8.B., then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise fee made pursuant to this Section 8, and the terms of the Franchise Agreement shall immediately revert to those in place prior to City's exercise of its option under Section 8.B.

E. Notwithstanding any other provision of this Franchise Agreement, should the City exercise the option provided in Section 8.B., and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole reasonable opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise Agreement pursuant to Section 8.A., then Company shall have the right to cancel all of the modifications to this Franchise Agreement made pursuant to Section 8.B., and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise Agreement shall revert to those in place prior to the City's exercise of its option under Section 8.B. The provisions of Section 8.B. apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8.B. do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 9. RECORDS AND REPORTS

A. Company shall keep accurate books of accounting at its principal office for the purpose of determining the amount due to City under this Franchise Agreement.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, City may conduct an

audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein.

C. Company shall make available to the auditor or City during Company's regular business hours and upon reasonable notice, such personnel and records as City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to City therefore. Company shall assist City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

D. Regarding Refunds or Credits under this Franchise Agreement:

- (1) If as the result of any City audit, Company is refunded/credited for an overpayment or pays City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.G. and 7.H.
- (2) If, as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to City due to an underpayment of the franchise fee of more than 5%, City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.C.

E. If Company provides confidential or proprietary information to City, Company shall be solely responsible for identifying such information with markings reasonably calculated to bring City's attention to the proprietary or confidential nature of the information. City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. When a court or regulatory agency (other than City) order requires City to release non-public information, City shall provide notice to Company prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). City shall also provide Company a copy of the official notification in writing, and thereafter Company is responsible for establishing that an exception under the Act allows City to withhold the information. If the Texas Attorney General requires release, City has no liability to Company for such release.

SECTION 10. TERM AND ACCEPTANCE

This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and publication by City as required by City Charter. The right, privilege and franchise granted hereby shall expire on September 30, 2043; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise Agreement, it shall be automatically renewed for an additional period of six (6) months

from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period. This Franchise Agreement, however, shall terminate no later than twenty-five (25) years from its effective date.

**SECTION 11.
REPEALER CLAUSE**

This Ordinance shall supersede any and all other franchises granted by City to Company, its predecessors and assigns.

**SECTION 12.
DEFAULT, REMEDIES, TERMINATION**

A. Events of Default. The occurrence, at any time during the term of this Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise Agreement:

- (1) The failure of Company to pay the franchise fee on or before the due dates specified herein.
- (2) Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 12.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not

forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
- (3) The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City.
- (4) The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance.

E. Termination. In accordance with the provisions of Section 12.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

**SECTION 13.
NOTICES**

Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If intended for City, to:
City of Mansfield
Attn.: City Manager
1200 E. Broad St.
Mansfield, Texas 76063

If intended for Company, to:
Oncor Electric Delivery Company LLC
Attn: Regulatory Affairs
1616 Woodall Rodgers Fwy, 6th floor
Dallas, Texas 75202

**SECTION 14.
SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

**SECTION 15.
ASSIGNMENT**

The rights granted by this Franchise Agreement inure to the benefit of Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without City's consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

**SECTION 16.
RIGHT OF RENEGOTIATION**

A. Should either Company or City have cause to believe that a change in circumstances relating to the terms of this Franchise Agreement may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise Agreement, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise Agreement as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, City and Company agree to a change in a provision of this Franchise Agreement, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Company.

**SECTION 17.
GOVERNING LAW AND VENUE**

This Franchise Agreement shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between City and Company concerning this Franchise Agreement will be filed in the State of Texas. Nothing in this Franchise Agreement shall prohibit City from filing an action related to this Franchise Agreement in Tarrant County, Texas.

**SECTION 18.
PUBLIC MEETING**

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY
COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF SEPTEMBER,
2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Bradley A. Anderle, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5573

Agenda Date: 9/11/2023

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 Adopting the City of Mansfield, Texas Investment Policy; Approving Investment Pools; and Approving Qualified Broker Dealers and Investment Advisors for Engaging in Investment Transactions for the City

Requested Action

Review the Investment Pools and Qualified Broker Dealers for the City of Mansfield, Texas.

Recommendation

Approve the revised investment policy, investment pools and qualified broker dealers of the City's public funds.

Description/History

The State of Texas Legislature adopted the Public Funds Investment Act, which defines the strategy and management of the investment of public money. The Act outlines guidelines to protect and preserve the public's funds and has become widely accepted within the policies and practices of the investment community within the State of Texas. Moreover, it requires that Public entities have an investment policy that conforms to the principles established by the Act. The City of Mansfield, Texas Investment Policy complies with the State's Public Funds Investment Act.

Justification

The City's Investment Policy is a guideline to the investment officer and investment community of the City of Mansfield. It also serves as a guide for investment advisors as to the types of investments in which the City of Mansfield may invest its cash. This policy ensures the City's compliance with the State's investment laws about public money. (Public Funds Investment Act, Government Code, Chapter 2256).

Funding Source

N/A

Prepared By

Troy Lestina, Deputy City Manager/CFO; 817-276-4258

Latifia Coleman, Finance Director; 817-276-4265

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS ADOPTING THE CITY'S INVESTMENT POLICY; APPROVING TRAINING FOR THE CITY'S INVESTMENT OFFICER; APPROVING INVESTMENT POOLS; AND APPROVING QUALIFIED BROKER DEALERS FOR ENGAGING IN INVESTMENT TRANSACTIONS OF THE CITY; 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, Section 2256.005(e) of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to review its investment policy and investment strategies annually; and,

WHEREAS, Section 2256.008 of the Public Funds Investment Act (the "Act") directs the Chief Financial Officer or designee, to attend at least one training session from an independent source approved by the governing body; and,

WHEREAS, Section 2256.016 of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to authorize the investment pools the entity invests or engages in the investment of funds of the entity; and,

WHEREAS, Section 2256.025 of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to annually review, revise, and adopt a list of qualified brokers to engage in investment transactions with the entity.

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

SECTION 1.

The City Council of the City of Mansfield, Texas has reviewed the Investment Policy and Investment Strategy and hereby adopts the Investment Policy as attached to this resolution.

SECTION 2.

The City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, and confirms the investment training provided to the City's Investment Officer from an independent source.

SECTION 3.

The City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, confirms and amends the investment pools for investing the funds of the City.

SECTION 4.

The City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, confirms and amends the list of qualified brokers/dealers/investment advisors for engaging in investment transactions of the City.

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 11TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

INVESTMENT POLICY



POLICY REVISION & ADOPTION DATE:
SEPTEMBER 2023

Table of Contents

I.	INTRODUCTION.....	3
II.	SCOPE.....	3
III.	INVESTMENT OBJECTIVES & STRATEGIES	3
A.	Suitability of Investments.....	4
B.	Safety.....	4
C.	Liquidity.....	4
D.	Yield.....	4
E.	Risk and Diversification	5
F.	Marketability.....	5
G.	Public Trust	5
IV.	RESPONSIBILITY AND CONTROL.....	6
A.	Delegation of Authority and Training.....	6
B.	Internal Controls.....	6
C.	Monitoring Market Value	7
D.	Prudence.....	7
E.	Ethics and Conflicts of Interest	7
V.	REPORTING	8
A.	Monthly Reporting	8
B.	Annual Report	8
C.	Methods.....	8
VI.	AUTHORIZED INVESTMENTS	9
A.	Investments.....	9
B.	Authorized.....	9
C.	Not Authorized	10
D.	Holding Period	11
E.	Competitive Bidding	11
VII.	SELECTION OF BANKS AND DEALERS	11
A.	Primary Depository	11
B.	Certificates of Deposit.....	11
C.	Securities Dealers.....	12
VIII.	SAFEKEEPING AND CUSTODY	12

A.	Insurance or Collateral	12
B.	Safekeeping Agreement	13
C.	Collateral Defined	13
D.	Subject to Audit.....	13
E.	Delivery vs. Payment	13
IX.	INVESTMENT POLICY ADOPTION AND REVIEW	14

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Mansfield.

The City Council of the City of Mansfield shall review its policy and investment strategies annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the “Act”) to define, adopt and review a formal investment strategy and policy.

II. SCOPE

This investment policy applies to all financial assets of the City of Mansfield. These funds are accounted for in the City’s Annual Comprehensive Financial Report and include: [PFIA 2256.002(9)]

- Governmental Funds
- Proprietary Funds
- Fiduciary Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately, and
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

When advantageous, the City will consolidate cash balances to optimize investment strategy implementation. Investment income will be allocated to the consolidated funds based on their respective participation in the consolidated balances and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City by outside agencies under pension plans or deferred compensation programs that qualify under Section 401(k) or 457 of the Internal Revenue Code. [PFIA 2256.0004(6)]

III. INVESTMENT OBJECTIVES & STRATEGIES

It is the policy of the City of Mansfield, Texas (“City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of the investment, all available funds shall be invested in conformance with these legal and administrative guidelines.

The City of Mansfield shall manage and invest the assets of all of its funds with the following objectives. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public's trust and consistent with State and Local law. [PFIA 2256.005]

A. Suitability of Investments

The City of Mansfield, Texas maintains a commingled pool of operating and non-operating funds for the purpose of obtaining economies of scale in investments and reduced transaction costs while providing separate investment accounting for its operating and non-operating funds. The City utilizes the specific investment strategy considerations designed to address the characteristics of its portfolio:

1. The City's first investment strategy is to ensure that anticipated cash flows are matched with adequate investment liquidity.
2. The second investment strategy is to create a portfolio structure that will experience minimal volatility during economic cycles (high-quality paper, short-to-mid-term maturities, laddered or barbell maturity structures).
3. The third investment strategy is to maintain a maximum dollar-weighted average maturity of 365 days or less which will be calculated using the stated final maturity date of each security. [PFIA 2256.005(b)(4)(c)]

B. Safety

The primary objective of the City's investment activity in all funds is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities default or erosion of market value. [PFIA 2256.005(b)(2)]

C. Liquidity

The City's investment portfolio for all funds shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. [PFIA 2256.005(b)(2)]

D. Yield

The City's cash management portfolio of all funds shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies. The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, State Statutes, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to

insure maximum cash availability and maximum yield on short-term investment of pooled idle cash. [PFIA 2256.005(b)(3)]

E. Risk and Diversification

The City of Mansfield recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines: [PFIA 2256.005(b)(3)]

1. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
2. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury securities and insured or collateralized certificates of deposit.
3. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described in Section VII.
4. Risk of overconcentration by limiting investments to avoid overconcentration in investments from a specific issuer or business sector, when appropriate.

F. Marketability

The Chief Financial Officer or designee shall strive to ensure that the market value of each investment exceeds the book value. The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The Chief Financial Officer or designee will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

G. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

IV. RESPONSIBILITY AND CONTROL

A. Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Chief Financial Officer, Finance Director, Assistant Finance Director, or designee are designated as investment officers of the City and are responsible for investment decisions and activities. An Investment Officer is authorized to execute investment transactions on behalf of the City. Unless authorized by law, a person may not deposit, withdraw, transfer or manage in any other manner the funds of the City except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the Investment Officer(s) is effective until rescinded by the City Council or the termination of the person's employment by the City. The Investment Officer(s) shall establish written procedures for the operation of the investment program, consistent with this investment policy. [PFIA 2256.005(f)]

The City shall provide periodic training in investments for Investment Officer(s) through courses and seminars to ensure the quality and capability of the City's investment personnel making decisions in compliance with the PFIA. [PFIA 2256.005(b)(3)]

Investment Officer(s) shall attend at least 10 hours of instruction relating to the officer's responsibility under the Act within 12 months after assuming duties. Thereafter, the Investment Officer shall attend investment training session not less than once every two years and receive not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by the City Council. [PFIA 2256.008 - Local Governments]

B. Internal Controls

The Chief Financial Officer or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation costs and benefits require estimates and judgments by management. [PFIA 2256.005(m)]

Accordingly, the Chief Financial Officer or designee shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.

4. Avoidance of physical delivery securities.
5. Clear delegation of authority to subordinate staff members.
6. Written confirmation for telephone (voice) transactions for investments and wire transfers.
7. Wire transfer arrangement with the depository bank or third-party custodian.

C. Monitoring Market Value

The Chief Financial Officer or designee shall monitor the market price of investments by checking the market value of all securities in the portfolio on a monthly basis and monitoring statements from financial institutions. The investment officer may seek a third-party independent pricing source to determine the value of the portfolio. [PFIA 2256.005(b)(4)(D)]

D. Prudence

The standard of prudence to be applied by the Chief Financial Officer or designee shall be the “prudent investor” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether the Chief Financial Officer or designee has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
2. Whether the investment decision was consistent with the written investment policy of the City.

The Chief Financial Officer or designee, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, providing that these deviations are reported immediately, and that appropriate action is taken to control adverse developments. [PFIA 2256.006 (a-b)]

E. Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose positions that could be related to the performance of the City’s portfolio. City staff shall

subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales or undertaking personal investment transactions with the same individual in which business is conducted on behalf of the City.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council. [PFIA 2256.005(i)]

V. REPORTING

A. Monthly Reporting

The Chief Financial Officer or designee shall submit a signed monthly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent month, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the month in compliance with state law. [PFIA 2256.023]

B. Annual Report

Within 180 days of the end of the fiscal year, the Chief Financial Officer or designee shall present an audited annual report on the investment program and investment activity. This report may be presented along with the Comprehensive Annual Financial Report to the City Manager and City Council. [PFIA 2256.023]

C. Methods

The monthly investment report shall include a management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be provided to the City Manager and City Council. The report will meet the requirements of Texas Government Code §2256.023(b) (4) and shall include the following:

1. A listing of individual securities held at the end of the reporting period.
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
3. Additions and changes to the market value during the period.

4. Average weighted yield to maturity of portfolio on entity of investments as compared to the applicable benchmark.
5. Listing of investments by maturity date.
6. The percentage of the total portfolio which each type of investment represents.
7. Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.
8. For a pooled fund group, the report must contain a statement prepared in accordance with generally accepted accounting principles, which includes the fully accrued interest for the reporting period.

VI. AUTHORIZED INVESTMENTS

The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly. [PFIA 2256.005(b)(4)(A)]

A. Investments

Assets of the City of Mansfield may be invested in the following instruments: provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. [PFIA 2256.005(b)(4)(A)]

B. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities. [PFIA 2256.009(1)]
2. Direct obligations of the State of Texas and agencies thereof. [PFIA 2256.009(2)]
3. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or the United States of America. [PFIA 2256.009(4)]
4. Obligations of the State, agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. [PFIA 2256.009(5)]
5. Certificates of Deposit of state and national banks with a main office or branch in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured in

compliance with the Public Funds Collateral Act and this investment policy. [PFIA 2256.010]

6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Chief Financial Officer, other than agency for the pledged obligation. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution with a main office or branch in Texas. A Master Repurchase Agreement, or similar agreement, must be signed by the institution/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery versus payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 105 percent at the time funds are disbursed. [PFIA 2256.011]
7. Investment pools which meet the requirements of TEX.GOV.CODE §2256.016, provided the City Council has approved the specific pool. [PFIA 2256.016]
8. No-load money-market mutual funds that are registered and regulated by the Securities and Exchange Commission complies with Federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.). The fund must conform to the requirements relating to the eligibility of investment pools. [PFIA 2256.014(a)]
9. No-Load mutual funds that are registered with the Securities and Exchange Commission, have an average weighted maturity of less than two years and is invested or secured in obligations described in 1 through 4 above. The fund must conform to the requirements relating to the eligibility of investment pools. [PFIA 2256.014(b)]

C. Not Authorized

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investments in the following investment securities: [PFIA 2256.009(b)(1-4)]

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

5. Commercial Paper, except that the City can invest in local government investment pools, and money market mutual funds that have commercial paper as authorized investments. These investment pools must meet the requirements of Article VI. Paragraph 7, 8, and 9.

D. Holding Period

The City of Mansfield intends to match the holding periods of investment funds with the liquidity needs of the City. In no case will the average maturity of investments of the City's funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years. [PFIA 2556.005(b)(4)(B)]

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve- month period.

E. Competitive Bidding

When selecting a new investment, at least three competitive offers or bids for all individual security purchases and sales (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates.)

VII. SELECTION OF BANKS AND DEALERS

A. Primary Depository

At least every five years, a primary depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA) [Local Government Code Chapter 105]. In selecting a depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer or designee shall conduct a comprehensive review of prospective depository's credit characteristics and financial history. The selection of a primary depository will be determined by evaluation of the "most advantageous" criteria during the RFA process, and may include the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law,
- The ability to provide requested information or financial statements for the periods specified,
- The ability to meet the minimum required items in the banking RFA,
- Complete response to all required items on the RFA form, and
- Competitive net banking service cost, consistent with the ability to provide an appropriate level of service.

B. Certificates of Deposit

The City is authorized to invest in certificates of deposit if the certificate is issued by a depository institution that has its main office or a branch in the state and is guaranteed or insured

by the Federal Deposit Insurance Corporation and meets all other requirements of Sec. 2256.010 of the PFIA. [PFIA 2256.010]

C. Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York also known as the “Primary Government Security Dealers”, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities dealers shall provide the City with references from public entities which they are currently serving. [PFIA 2256.025]

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation;
- certification of having read the City’s investment policy signed by a qualified representative of the organization as defined by the State Statute [PFIA 2256.005(k)];
- acknowledgement that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization

The investment officers are precluded from purchasing an investment from a representative who has not delivered the written information.

An annual review and revisions when needed of the broker/dealers who are deemed authorized to engage in securities transactions with the City will be conducted by the Chief Financial Officer or designee. The authorization provided is for the brokerage firm and is not intended for a specified named individual.

VIII. SAFEKEEPING AND CUSTODY

A. Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 105% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. Evidence of the pledged collateral shall be maintained by the Chief Financial Officer or designee or a third-party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledge securities is adequate. [Local Government Code PFCA 2257.023]

B. Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps in gaining access to the collateral should the City of Mansfield determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Mansfield, the firm pledging the collateral, and the Trustee.

C. Collateral Defined

The City of Mansfield shall accept on the following as collateral:

1. FDIC.
2. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
3. Obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas.
4. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of 10 years or less.
5. An irrevocable Federal Home Loan Bank Letter of Credit.

D. Subject to Audit

All collateral shall be subject to inspection and audit by the Chief Financial Officer or designee or the City's independent auditors.

E. Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agencies' securities and all investments except investment pool funds and mutual funds shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipt shall be delivered to the City. [PFIA 2256.005(b)(4)(E)]

IX. INVESTMENT POLICY ADOPTION AND REVIEW

The City of Mansfield investment policy shall be adopted by resolution of the City Council. The Policy shall be reviewed for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council. [PFIA 2256.005 (E)]

2023 Amended List of Investment Advisors/Brokers/Dealers/Contacts

BANKS

<p>Ms. Julie Erickson Vice President, Corporate Treasury Bank of America Merrill Lynch 114-540-28-01 540 W Madison Avenue, 28th floor Chicago, IL 60661</p>	<p>Ms. Brett Harper JP Morgan Chase 420 Throckmorton Street, Suite 400 Fort Worth, TX 76102</p>
<p>Mr. Greg Jebson American National Bank of Texas 102 West Moore Avenue Terrell, TX 75160</p>	

TEXAS INVESTMENT POOLS

<p>Ms. Karen Proctor Texas CLASS 2435 N. Central Expressway, #1200 Richardson, TX 75080</p>	<p>Steven Friedman TexPOOL/TexPOOL Prime 1001 Texas Ave., Suite 1150 Houston, TX 77002</p>
<p>Ms. Brenda Roznowski Textstar 1201 Elm Street, Suite 3500 Dallas, TX 75270</p>	<p>Ms. Monica Owens Logic 717 N. Harwood Street, Suite#3400 Dallas, TX 75201</p>

BROKER/DEALERS

<p>Mr. Greg Beckel Mr. Cody Hundley Frost Capital Markets 100 w. Houston street, suite 110 San Antonio, TX 78205</p>	<p>Ms. Linda Callaway Hilltop Securities 300 W. Sixth Street, Suite 1940 Austin, TX 78701</p>
<p>Mr. Steve Neri Mischler Financial Group 1111 Bayside Drive, Suite 100 Corona del Mar, CA 92625</p>	<p>Mr. Richard long Valley View Consulting, LLC 2428 Carters Mill Rd. Huddleston, VA 24104</p>
<p>Mr. Colin Lamborn Invesco Aim Investment Services 11 Greenway Plaza, Suite 1000 Houston, TX 77046</p>	

2023 Amended List of Training Providers

- American Institute of Certified Public Accountants
- North Texas Council of Governments
- International City/County Management Association
- Government Finance Officers Association
- Government Finance Officers Association of Texas
- Government Treasurers' Organization of Texas
- Texas City Management Association
- Texas Municipal Clerks Association
- Texas Municipal League
- TEXPO
- University of North Texas Center for Public Management



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5574

Agenda Date: 9/11/2023

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 Parking Lot Agreement with Open Range Properties, LLC for the Public Use of Open Range Properties, LLC's Parking Lot in an Amount not to Exceed \$14,300 a Year

Requested Action

Approve the Resolution approving a Parking Lot Agreement between the City of Mansfield and Open Range Properties, LLC for the public use of their Parking Lot.

Recommendation

Staff recommends approval of this resolution

Description/History

Open Range Properties, LLC owns land in the downtown area next to the Pond Branch Linear Trail. The City would like to offer the public additional parking spaces in close proximity to the downtown area and Pond Branch Linear trail.

Justification

Offering additional parking would provide more opportunity for the public to visit downtown amenities. As a part of the Parking Lot Agreement, Open Range Properties, LLC would complete maintenance on the parking lot to include asphalt patching and overlay along with striping of the parking spaces. This would provide approximately 60 additional parking spaces for the public to use in downtown Mansfield.

Funding Source

MEDC and MPFDC

Prepared By

Vanessa Ramirez, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PARKING LOT AGREEMENT WITH OPEN RANGE PROPERTIES, LLC FOR THE PUBLIC USE OF OPEN RANGE PROPERTIES, LLC'S PARKING LOT IN AN AMOUNT NOT TO EXCEED \$14,300 A YEAR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE (MEDC AND MPFDC FUNDS)

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, Open Range Properties, LLC (Open Range) owns real property located at 208 E. Broad St., Mansfield, Texas 76063, as substantially shown by the red outline on Exhibit A; and,

WHEREAS, the above referenced real property owned by Open Range includes approximately sixty (60) parking spaces and the necessary ingress and egress thereto; and,

WHEREAS, as part of the redevelopment effort of downtown Mansfield, the City wishes to increase the number of public parking spaces available in the area near the intersection of South Main and Broad Street in the City of Mansfield; and,

WHEREAS, the City and Open Range have determined that it would be to their mutual benefit to enter a Parking Lot Agreement through which Open Range would lease portions of their property to the City to be used as public parking in return for the agreements made by the City the Parking Lot Agreement.

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 Parking Lot Agreement with Open Range, in substantially the same form as Exhibit A attached, for the public use of Open Range's parking lot 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 11TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

PARKING LOT AGREEMENT

This Parking Lot Agreement (the “Agreement”) is made this _____ day of September, 2023 by and between The City of Mansfield, Texas, a home rule municipality (“City”) and Open Range Properties, LLC, a Texas limited liability company (“Open Range”).

WHEREAS, Open Range owns real property located at 208 E. Broad St., Mansfield, Texas 76063, as substantially shown by the red outline on Exhibit “A”, attached hereto and incorporated herein for all legal purposes; and

WHEREAS, the above referenced real property owned by Open Range includes approximately sixty (60) parking spaces and the necessary ingress and egress thereto; and

WHEREAS, as part of the redevelopment effort of downtown Mansfield, the City wishes to increase the number of public parking spaces available in the area near the intersection of South Main and Broad Street in the City of Mansfield; and

WHEREAS, the City and Open Range have determined that it would be to their mutual benefit to enter this Parking Lot Agreement through which Open Range would lease portions of their property to the City to be used as public parking in return for the agreements made by the City herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Open Range agree as follows:

ARTICLE I LEASE OF PROPERTY

A. **Leased Premises.** Open Range hereby demises to the City and the City leases from Open Range the approximately sixty (60) parking spaces together with the necessary ingress and egress thereto, located on Open Range’s property located at 208 E. Broad St., Mansfield, Texas, 76063 (hereinafter the “Leased Premises”), under the terms and conditions contained in this Parking Lot Agreement. Under the terms and conditions of this Agreement, the spaces will be used solely for parking open to the general public.

B. **Quiet Enjoyment.** Open Range warrants that, during the term of this Agreement, so long as the City is not in default hereunder, the City shall have the quiet enjoyment of the Leased Premises and the uninterrupted right of use and possession thereof in accordance with the terms and conditions of this Agreement.

C. **Use of Leased Premises.** Open Range will allow public parking on the Leased Premises at all times, except for ten (10) of the spaces on the Leased Premises, as shown by the blue outline on Exhibit “A”, during the following periods of Open Range’s exclusive use:

1. Mondays thru Fridays from 4:30 p.m. – 9:00 p.m.; and

2. Saturdays from 9:30 a.m. – 12:30 p.m.

ARTICLE II OBLIGATIONS OF CITY

- A. **Annual Fee.** City will pay Open Range an annual fee of Fourteen Thousand Three Hundred and no/100 (\$14,300.00), beginning thirty days after Open Range completes its obligations under Article III.A., and on the anniversary of that date in subsequent years throughout the term of this Agreement.
- B. **Free Parking.** The use of the Leased Premises is for free public parking only. City will not charge any fee to any person for parking on the Leased Premises.

ARTICLE III OBLIGATIONS OF OPEN RANGE

- A. **Maintenance.** Open Range will undertake the maintenance as described on “Exhibit B”, attached hereto and incorporated herein for all legal purposes, by the vendor shown on Exhibit “B” or another vendor approved by City, no later than December 31, 2023. Open Range will be solely responsible for the maintenance described on Exhibit “B” and any and all future maintenance of the entire asphalt surface or partial repairs. The Leased Premises shall not be allowed to deteriorate to such a condition that it becomes a safety hazard.
- B. **Brush Clearing.** Open Range will undertake, only once at the onset of this Agreement, to clear out all the brush on the west side of the property line as shown in yellow on Exhibit “A”, no later than October 31, 2023 to the City’s satisfaction, which shall not be unreasonable.
- C. **Signage.** Open Range will erect signage to indicate the times the Leased premises is limited to Open Range’s exclusive use as noted above in Art. I.C. Such signage shall provide the public with sufficient notice of times and enforcement of exclusivity of parking.

ARTICLE IV TERM

- A. **Term.** The term of this Agreement will be for a period of five (5) years commencing on the 15th day of September, 2023 and terminating on the 31st day of August, 2028. This Agreement is subject to renewal upon written approval by both parties at the same terms stated herein. Open Range understands ultimate approval for any renewals by the City lies with the City Council.
- B. **Early Termination.**
 1. Either Party may terminate this Agreement upon ninety (90) days written notice to the other of such intent to terminate.
 2. Upon such termination by either Party, Open Range will refund a prorated portion of the annual fee to City for the unused months of the year remaining after termination is effective.
- C. **Termination for Cause.** If at any time during the term of this Agreement, either Party shall fail to perform any of its obligations under this Agreement, then the non-defaulting Party shall have the right, if the defaulting Party shall not cure any such default after thirty (30)

days written notice thereof, to terminate this Agreement. Any such act by either Party shall not be deemed a waiver of any other right or remedy of that Party.

D. **Non-appropriation of Funds.** City, a political subdivision of the State of Texas, operates on a fiscal year October 1 through September 30. In the event sufficient funds shall not be appropriated for the payment of the annual fee required to be paid in the next occurring fiscal year, then City shall not be obligated to make payment of the annual fee provided for in this Agreement beyond the then current fiscal year. City agrees to deliver proof of non-appropriation and notice to Open Range of such termination at least thirty (30) days prior to the end of the then current fiscal year. However, failure to deliver such proof of non-appropriation and notice to Open Range shall not extend the term of this Agreement beyond the end of the then current fiscal year.

ARTICLE V INSURANCE

A. **Insurance.** As a condition to the validity of this Agreement, the City shall procure and maintain in full force and effect, a policy or policies of insurance with the following coverage: Commercial General Liability insurance policy with \$1,000,000 combined single limit coverage for bodily injury, death and property damages on the parking lot, buildings and landscaping. Such coverage is and will be provided through the City's participation in the Texas Municipal League Joint Self Insurance Fund and the Texas Municipal League Intergovernmental Risk Pool.

The City will maintain said coverage and the City will provide a certificate or other evidence to show that such coverage has been procured and is being maintained upon request.

B. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold Open Range harmless from any liability for property damages, or personal injuries occurring on the parking lot during the term of this Agreement, provided however, that such indemnity shall not apply to liability caused by the sole negligence or willful misconduct of Open Range, or their agents, servants or employees, or third parties. Nothing herein shall be construed to waive any governmental immunities available to the City.

ARTICLE VI NATURE OF RELATIONSHIP

The City and Open Range agree that the nature of the relationship between them is one of landlords and tenant, and no other. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or of joint venture or of any association between the City and Open Range, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this Agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and Open Range other than the relationship of landlords and tenant. City shall maintain exclusive control, direction and management of its employees, and Open Range shall have no rights with respect thereto.

EXECUTED this the _____ day of September, 2023, by the duly authorized representatives of City and Open Range.

“City”
City of Mansfield

By: _____
Joe Smolinski, City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“Open Range”
Open Range Properties, LLC

By: _____
Keziah Ferrar, Managing Member

By: _____
Shane Ferrar, Managing Member

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of September, 2023, by Joe Smolinski, City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

OPEN RANGE PROPERTIES, LLC

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of September, 2023, by Keziah Ferrar and Shane Ferrar, Managing Members of Open Range Properties, LLC.

Notary Public in and for the State of Texas

Exhibit "A"



4819 El Campo Ave
Fort Worth TX 76107



Ph: 817-962-8259
precisionpavingtx.com

Proposal for:
Rock Sheep Property Mgmt.
Attn: Shane Farrar

Job Address:
208 E Broad St
Mansfield TX

We propose hereby to furnish material and labor with specifications listed below. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications listed below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Scope of Work:

Asphalt Patching

1414 Sqft. Surface Patching

Saw cut areas for patching and remove 2 inches of asphalt to base layer is exposed. Compact base. Tack area with ss-1 hot tack oil prior to asphalt application. Patch potholes in 5 areas in drive lanes and parking area. Patch areas with type D hot mix surface asphalt. Rake and level asphalt then roll and finish. Compact with 3 to 4 ton asphalt roller.

Asphalt overlay 8634 Sqft

Clean parking lot of all excess debris with Laymore Power broom, industrial blower and wire brooms, remove debris from site. Tack area with SS-1 hot tack oil prior to asphalt application. Install 2 inch of type D HMAC asphalt with paver. Compact with 4 -6 ton asphalt roller in both directions to achieve maximum compaction. Restriping all parking spaces, drive lanes, fire lanes and handicap spaces/zones and grids with heavy duty DOT approved traffic paint. 2 Year warranty on overlay work. See attached picture. Overlay in green area.)

Seal Coating & Striping

12350 Sqft.

Clean parking lot of all excess debris with industrial walk behind blowers, Laymore power brooms, and wire brooms, remove parking lot debris from site. Apply 1 heavy coat of Gem Seal Coal Tar Emulsion asphalt sealer with silica sand and Tarmaxx additive at a flow rate of 60 sq. ft. per gallon. Tarmaxx is a sealer additive that increases drying time, is resistance to scuffing and power steering marks, improves aggregate bonding, and deeper-blacker color. Silica sand ratio is 3 lbs per gallon of sealer. Sealer concentrate is mixed at a 70/30 ratio. Allow a minimum of 12hrs to dry and cure before restriping all parking spaces, drive lanes, fire lanes and handicap spaces/zones and grids with heavy duty DOT approved traffic paint. Stripe parking lot to existing layout.

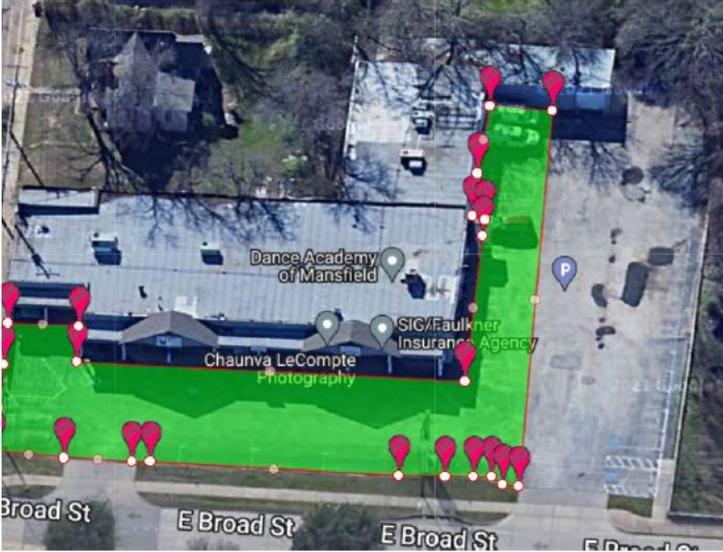
Project Totals

ASPHALT OVERLAY	\$ 17,266.00
ASPHALT SEAL COAT	\$ 3,211.00
ASPHALT PATCHING	\$ 2,828.00
ASPHALT DEMO	\$ 2,121.00
STRIPING LOT	\$ Included
PROJECT TOTAL	\$ 25,456.00

Overlay Area



Seal Coating Area



Patching areas



Terms & Scheduling

Project will take 3 to 4 days to complete. Payment due upon completion. Bid is valid for 40 days. Make checks payable to Precision Paving. NOTE: Owner, owners, and Representatives are responsible for having work area cleared by 8 AM on workdays.

AAC Authorized Signature: Calvin P. Shelby **Date** 6/27/2023

By signing this contract, you certify that you are an authorized representative and have the authority to enter in this contract. The acceptance of this proposed contract, the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Precision Paving is not responsible for damage to underground utility services, pipes and wires within 18 inches of pavement surface and/or costs associated with repair/replacement of such. Disputes and/or claims resolved through Tarrant County. Accounts 30 days passed due are subject to 18% APR.

Signature of Acceptance: _____ **Date:** _____
Printed Name: _____ **Title:** _____



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5578

Agenda Date: 9/11/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas Appointing the Associate Judges of the Mansfield Municipal Court of Record: Approving the Contract Appointing Three Associate Judges of the Mansfield Municipal Court of Record; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

Requested Action

Approve the Resolution appointing three associate judges of the Mansfield Municipal Court of Record and approving their contracts.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the resolution appointing three judges as associate judges of the Mansfield Municipal Court of Record and approve their professional services agreements.

Description/History

Pursuant to Section 8.04 of the City Charter, the City Council shall have the right and authority to appoint the associate judges to serve under the direction of the Municipal Court Judge of the Mansfield Municipal Court of Record.

Justification

Pursuant to Chapter 30 of the Texas Government Code and the City Charter, the City Council of the City of Mansfield, Texas shall have the right and authority to name judges to preside over the judicial functions for the Mansfield Municipal Court of Record.

Funding Source

General Fund, Municipal Court Budget

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS APPOINTING THE ASSOCIATE JUDGES OF THE MANSFIELD MUNICIPAL COURT OF RECORD NO. 1; NAMING THE APPOINTED ASSOCIATE JUDGES TO A TERM OF TWO YEARS; APPROVING THE CONTRACTS APPOINTING THREE ASSOCIATE JUDGES OF THE MANSFIELD MUNICIPAL COURT OF RECORD NO. 1; 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 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 of the City of Mansfield has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, pursuant to Section 8.04 of the City Charter of Mansfield, Texas, the City Council shall have the right and authority to appoint the associate judges to serve under the direction of the Municipal Court Judge of the Mansfield Municipal Court of Record No. 1 (“the Court”); and,

WHEREAS, the appointees are residents of this state, are citizens of the United States, are licensed attorneys in good standing, and have two or more years of experience in the practice of law in this state; and,

WHEREAS, the City Council seeks to appoint Terri Gaines Wilson, Frank Cram and Dominic Bauman to serve as the Associate Judges of the Court for a two-year term.

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

SECTION 1.

It is hereby found that the office of municipal judge of the City of Mansfield is of benefit to the State of Texas and to the City of Mansfield.

SECTION 2.

In accordance with state law and the Code of Mansfield, Texas, Terri Gaines Wilson, Frank Cram and Dominic Bauman are hereby appointed as associate judges of the Court, effective October 1, 2023. This appointment shall be for a term of office of two years expiring on September 30, 2025, or until resignation or removal, whichever is earlier.

SECTION 3.

The Professional Judicial Services Agreements in substantially the same form as attached Exhibits A-C to appoint Terri Gaines Wilson, Frank Cram and Dominic Bauman as the Associate Judges of the Court are hereby approved.

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 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**CITY OF MANSFIELD
PROFESSIONAL JUDICIAL SERVICES AGREEMENT**

This Professional Judicial Services Agreement (“Agreement”) for Associate Municipal Court Judge of the Mansfield Municipal Court of Record No. 1 (“Court”) is made and entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation of the State of Texas (“City”), and Frank Cram (“Cram”). The City and Cram hereafter are each a “party” and collectively referred to as “parties”.

WHEREAS, the City Council of the City of Mansfield, Texas (“City Council”) desires to engage the services of Cram as an independent contractor and not an employee, to serve as an associate judge of the Court, as provided for by the City Charter and state law; and

WHEREAS, Cram desires to provide services to the City as an associate judge of the Court, in accordance with the terms and conditions set forth in this Agreement;

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

ARTICLE I
EFFECTIVE DATE AND APPOINTMENT OF PRESIDING JUDGE

- A. **Appointment.** On September 11, 2023, the City Council appointed Cram as an associate judge for the City of Mansfield, Texas (“Associate Judge”) under the laws of the State of Texas, beginning on October 1, 2023, with all powers, rights and duties of said appointment and as provided by the City Charter and subject to the terms and conditions herein.
- B. **Duties.** The Associate Judge shall perform duties in compliance with the City Charter, specifically but not limited to: Section 8.01, Section 8.04, and Section III of this Agreement.

ARTICLE II
TERM AND TERMINATION

- A. **Term.** This Agreement shall be for a term of two (2) years, beginning on October 1, 2023, and ending on September 30, 2025, unless sooner removed by the City Council.

- B. **Will of Council/Termination.** The Associate Judge shall serve at the pleasure of the City Council and may be removed with or without cause, at any time by the affirmative vote of a majority of the City Council present.
- C. **Notice of Termination.** If the Associate Judge desires to terminate this Agreement, a minimum thirty (30) day written notice shall be provided to the City to ensure no interruption of judicial services already committed/scheduled for the Court.

ARTICLE III
SCOPE OF SERVICES

- A. **General Duties.** The Associate Judge agrees to preside over all municipal court proceedings in the event the Presiding Judge of the Court is unable to act for any reason, which shall include plea or arraignment dockets, non-jury dockets, jury dockets, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Associate Judge agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of the Associate Judge of the Court and is not limited to a preset number of hours per week to perform such services.
- B. **Magistrate/Arraignment/Warrant Duties.** The Associate Judge shall perform all duties of a Magistrate as outlined under the laws of the State of Texas, including but not limited to issuing search and arrest warrants, administering magistrate warnings to adults and juveniles, and arraigning individuals arrested for misdemeanor and felony offenses. Such duties shall be performed on an as-needed basis. Should the services outlined in this section be required the Associate Judge shall complete such services in a timely manner, within the constraints required by the law. If the Associate Judge is unavailable to complete these services, it shall be the duty of the Associate Judge to seek an alternative method of fulfilling these duties through any other City appointed Associate Judge.
- C. **Standing Orders.** The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances and for the efficient operation of routine transactions and processes of the Court. As such, the Associate Judge shall issue and maintain standing orders to address the daily administration of court procedures and processes, for matters such as dismissals, time payment plans, deferred disposition, driver safety courses, and continuances.
- D. **Availability.** The Associate Judge shall be on call to perform such obligations twenty-four (24) hours a day, seven (7) days a week, subject to his or her reasonable availability.
- E. **Reports.** The Associate Judge, at any such times and in such forms as the City may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

- F. **Contact Information.** The Associate Judge shall keep the Court, jail staff, and police department (dispatch) informed of his or her current contact information.

ARTICLE IV **COMPENSATION**

- A. **Compensation.** As compensation for all required services herein, including administrative work, during the term of this Agreement, the City agrees to pay the Associate Judge, only for those services actually performed, the sum of one hundred and no/100 dollars (\$100.00) per hour.
- B. **Invoice.** The Associate Judge shall send an invoice to the Court Administrator by mail or email once per month not later than the 10th day of each month. The invoice shall indicate each date the Associate Judge performed a duty outlined in Section III above. The invoice shall also provide the amount of time spent on each duty and the total number of hours for the month.
- C. **Payment.** The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City.
- D. **No Compensation.** The Associate Judge will not be compensated for state required training, travel expenses related to his or her duties to the Court, state bar license dues/fees, state attorney occupation fee, local bar association dues, or any and all other professional/licensure related fees/dues.
- E. **Independent Contractor.** It is understood and agreed by and between the parties that all services performed by the Associate Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Associate Judge shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. The foregoing constitutes all the benefits and forms of compensation due to the Associate Judge for the services rendered herein and the Associate Judge will not receive any City benefits, retirement, health, or otherwise.

ARTICLE V **GENERAL PROVISIONS**

- A. **Judicial Conduct.** The Associate Judge shall adhere to all canons of the Texas Code of Judicial Conduct, the City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Court, and duties as a magistrate. The Associate Judge shall maintain him or herself publicly to bring respect and honor to the Court, serving with a judicial temperament rooted in fairness, consistency, and patience.

- B. **Judicial Discretion.** The Associate Judge is required to keep abreast of state law, legal opinions, and local ordinances, including state-mandated fine and fee amounts for the Court. Although a recognized function of judicial discretion, the Associate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the rules adopted by the City and shall be uniform and consistent in the implementation of judicial policy in accordance with state law and local ordinances. The Associate Judge shall apply the law and enter judgments in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- C. **Judicial Education/Attorney Licensure.** The Associate Judge shall, at all times during this Agreement, be a member in good standing with the State Bar of Texas, current on all licensing requirements of a lawyer of the State of Texas. The Associate Judge shall also be in strict compliance with the state-mandated minimum requirements for judicial education set by the Texas Supreme Court for Texas judges.
- D. **Limitation on Law Practices.** The Associate Judge is not precluded from performing such legal services in maintaining his or her private practice of law, and nothing construed herein shall preclude him or her from maintaining his or her private legal practice to the extent that that his or her private practice does not adversely affect his or her duties and obligations to the Court. The Associate Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his or her duties and responsibilities as the Associate Judge of the Court or otherwise knowingly undertake to represent a client on a legal matter against the City.
- E. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Associate Judge and supersedes all prior negotiations and representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- F. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

If intended for City, to:

Mansfield Municipal Court
 Attn: Heather Leonard, Court Administrator
 1305 East Broad Street
 Mansfield, Texas 76063
 heather.leonard@mansfieldtexas.gov

If intended for ASSOCIATE JUDGE, to:

Frank Cram
 305 Regency Pkwy, Suite 705
 Mansfield, Texas 76063

- G. **Severability.** If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- H. **Non-Waiver.** The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- I. **Sovereign Immunity.** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.
- J. **No Assignment.** The Associate Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.
- K. **Construction of Agreement.** Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- L. **Choice of Law and Venue.** This Agreement is performed and performable in Tarrant County, Texas, State of Texas, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Tarrant.
- M. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
- N. **Headings.** The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- O. **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.
- P. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Associate Judge and the City only.

Q. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the City and Associate Judge have executed this Agreement this the _____ day of September 2023.

CITY OF MANSFIELD, TEXAS

MICHAEL EVANS, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

ASSOCIATE JUDGE:

Frank Cram

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**CITY OF MANSFIELD
PROFESSIONAL JUDICIAL SERVICES AGREEMENT**

This Professional Judicial Services Agreement (“Agreement”) for Associate Municipal Court Judge of the Mansfield Municipal Court of Record No. 1 (“Court”) is made and entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation of the State of Texas (“City”), and Terri Gaines Wilson (“Wilson”). The City and Wilson hereafter are each a “party” and collectively referred to as “parties”.

WHEREAS, the City Council of the City of Mansfield, Texas (“City Council”) desires to engage the services of Wilson as an independent contractor and not an employee, to serve as an associate judge of the Court, as provided for by the City Charter and state law; and

WHEREAS, Wilson desires to provide services to the City as an associate judge of the Court, in accordance with the terms and conditions set forth in this Agreement;

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

ARTICLE I
EFFECTIVE DATE AND APPOINTMENT OF PRESIDING JUDGE

- A. **Appointment.** On September 11, 2023, the City Council appointed Wilson as an associate judge for the City of Mansfield, Texas (“Associate Judge”) under the laws of the State of Texas, beginning on October 1, 2023, with all powers, rights and duties of said appointment and as provided by the City Charter and subject to the terms and conditions herein.
- B. **Duties.** The Associate Judge shall perform duties in compliance with the City Charter, specifically but not limited to: Section 8.01, Section 8.04, and Section III of this Agreement.

ARTICLE II
TERM AND TERMINATION

- A. **Term.** This Agreement shall be for a term of two (2) years, beginning on October 1, 2023 and ending on September 30, 2025, unless sooner removed by the City Council.

- B. **Will of Council/Termination.** The Associate Judge shall serve at the pleasure of the City Council and may be removed with or without cause, at any time by the affirmative vote of a majority of the City Council present.
- C. **Notice of Termination.** If the Associate Judge desires to terminate this Agreement, a minimum thirty (30) day written notice shall be provided to the City to ensure no interruption of judicial services already committed/scheduled for the Court.

ARTICLE III
SCOPE OF SERVICES

- A. **General Duties.** The Associate Judge agrees to preside over all municipal court proceedings in the event the Presiding Judge of the Court is unable to act for any reason, which shall include plea or arraignment dockets, non-jury dockets, jury dockets, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Associate Judge agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of the Associate Judge of the Court and is not limited to a preset number of hours per week to perform such services.
- B. **Magistrate/Arraignment/Warrant Duties.** The Associate Judge shall perform all duties of a Magistrate as outlined under the laws of the State of Texas, including but not limited to issuing search and arrest warrants, administering magistrate warnings to adults and juveniles, and arraigning individuals arrested for misdemeanor and felony offenses. Such duties shall be performed on an as-needed basis. Should the services outlined in this section be required the Associate Judge shall complete such services in a timely manner, within the constraints required by the law. If the Associate Judge is unavailable to complete these services, it shall be the duty of the Associate Judge to seek an alternative method of fulfilling these duties through any other City appointed Associate Judge.
- C. **Standing Orders.** The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances and for the efficient operation of routine transactions and processes of the Court. As such, the Associate Judge shall issue and maintain standing orders to address the daily administration of court procedures and processes, for matters such as dismissals, time payment plans, deferred disposition, driver safety courses, and continuances.
- D. **Availability.** The Associate Judge shall be on call to perform such obligations twenty-four (24) hours a day, seven (7) days a week, subject to his or her reasonable availability.
- E. **Reports.** The Associate Judge, at any sch times and in such forms as the City may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

- F. **Contact Information.** The Associate Judge shall keep the Court, jail staff, and police department (dispatch) informed of his or her current contact information.

ARTICLE IV **COMPENSATION**

- A. **Compensation.** As compensation for all required services herein, including administrative work, during the term of this Agreement, the City agrees to pay the Associate Judge, only for those services actually performed, the sum of one hundred and no/100 dollars (\$100.00) per hour.
- B. **Invoice.** The Associate Judge shall send an invoice to the Court Administrator by mail or email once per month not later than the 10th day of each month. The invoice shall indicate each date the Associate Judge performed a duty outlined in Section III above. The invoice shall also provide the amount of time spent on each duty and the total number of hours for the month.
- C. **Payment.** The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City.
- D. **No Compensation.** The Associate Judge will not be compensated for state required training, travel expenses related to his or her duties to the Court, state bar license dues/fees, state attorney occupation fee, local bar association dues, or any and all other professional/licensure related fees/dues.
- E. **Independent Contractor.** It is understood and agreed by and between the parties that all services performed by the Associate Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Associate Judge shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. The foregoing constitutes all the benefits and forms of compensation due to the Associate Judge for the services rendered herein and the Associate Judge will not receive any City benefits, retirement, health, or otherwise.

ARTICLE V **GENERAL PROVISIONS**

- A. **Judicial Conduct.** The Associate Judge shall adhere to all canons of the Texas Code of Judicial Conduct, the City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Court, and duties as a magistrate. The Associate Judge shall maintain him or herself publicly to bring respect and honor to the Court, serving with a judicial temperament rooted in fairness, consistency, and patience.

- B. **Judicial Discretion.** The Associate Judge is required to keep abreast of state law, legal opinions, and local ordinances, including state-mandated fine and fee amounts for the Court. Although a recognized function of judicial discretion, the Associate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the rules adopted by the City and shall be uniform and consistent in the implementation of judicial policy in accordance with state law and local ordinances. The Associate Judge shall apply the law and enter judgments in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- C. **Judicial Education/Attorney Licensure.** The Associate Judge shall, at all times during this Agreement, be a member in good standing with the State Bar of Texas, current on all licensing requirements of a lawyer of the State of Texas. The Associate Judge shall also be in strict compliance with the state-mandated minimum requirements for judicial education set by the Texas Supreme Court for Texas judges.
- D. **Limitation on Law Practices.** The Associate Judge is not precluded from performing such legal services in maintaining his or her private practice of law, and nothing construed herein shall preclude him or her from maintaining his or her private legal practice to the extent that that his or her private practice does not adversely affect his or her duties and obligations to the Court. The Associate Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his or her duties and responsibilities as the Associate Judge of the Court or otherwise knowingly undertake to represent a client on a legal matter against the City.
- E. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Associate Judge and supersedes all prior negotiations and representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- F. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

If intended for City, to:

Mansfield Municipal Court
Attn: Heather Leonard, Court Administrator
1305 East Broad Street
Mansfield, Texas 76063
heather.leonard@mansfieldtexas.gov

If intended for ASSOCIATE JUDGE, to:

Terri Gaines Wilson
10 N. Caddo St., PMB 164
Cleburne, Texas 76031
terri@terrigwilsonlaw.com

- G. **Severability.** If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- H. **Non-Waiver.** The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- I. **Sovereign Immunity.** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.
- J. **No Assignment.** The Associate Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.
- K. **Construction of Agreement.** Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- L. **Choice of Law and Venue.** This Agreement is performed and performable in Tarrant County, Texas, State of Texas, and shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Tarrant.
- M. **Agreement Read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- N. **Headings.** The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- O. **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.
- P. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Associate Judge and the City only.

Q. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the City and Associate Judge have executed this Agreement this the _____ day of September, 2023.

CITY OF MANSFIELD, TEXAS

MICHAEL EVANS, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

ASSOCIATE JUDGE:

TERRI GAINES WILSON

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**CITY OF MANSFIELD
PROFESSIONAL JUDICIAL SERVICES AGREEMENT**

This Professional Judicial Services Agreement (“Agreement”) for Associate Municipal Court Judge of the Mansfield Municipal Court of Record No. 1 (“Court”) is made and entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation of the State of Texas (“City”), and Dominic Bauman (“Bauman”). The City and Bauman hereafter are each a “party” and collectively referred to as “parties”.

WHEREAS, the City Council of the City of Mansfield, Texas (“City Council”) desires to engage the services of Bauman as an independent contractor and not an employee, to serve as an associate judge of the Court, as provided for by the City Charter and state law; and

WHEREAS, Bauman desires to provide services to the City as an associate judge of the Court, in accordance with the terms and conditions set forth in this Agreement;

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

ARTICLE I
EFFECTIVE DATE AND APPOINTMENT OF PRESIDING JUDGE

- A. **Appointment.** On September 11, 2023, the City Council appointed Bauman as an associate judge for the City of Mansfield, Texas (“Associate Judge”) under the laws of the State of Texas, beginning on October 1, 2023, with all powers, rights and duties of said appointment and as provided by the City Charter and subject to the terms and conditions herein.
- B. **Duties.** The Associate Judge shall perform duties in compliance with the City Charter, specifically but not limited to: Section 8.01, Section 8.04, and Section III of this Agreement.

ARTICLE II
TERM AND TERMINATION

- A. **Term.** This Agreement shall be for a term of two (2) years, beginning on October 1, 2023, and ending on September 30, 2025, unless sooner removed by the City Council.

- B. **Will of Council/Termination.** The Associate Judge shall serve at the pleasure of the City Council and may be removed with or without cause, at any time by the affirmative vote of a majority of the City Council present.
- C. **Notice of Termination.** If the Associate Judge desires to terminate this Agreement, a minimum thirty (30) day written notice shall be provided to the City to ensure no interruption of judicial services already committed/scheduled for the Court.

ARTICLE III
SCOPE OF SERVICES

- A. **General Duties.** The Associate Judge agrees to preside over all municipal court proceedings in the event the Presiding Judge of the Court is unable to act for any reason, which shall include plea or arraignment dockets, non-jury dockets, jury dockets, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Associate Judge agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of the Associate Judge of the Court and is not limited to a preset number of hours per week to perform such services.
- B. **Magistrate/Arraignment/Warrant Duties.** The Associate Judge shall perform all duties of a Magistrate as outlined under the laws of the State of Texas, including but not limited to issuing search and arrest warrants, administering magistrate warnings to adults and juveniles, and arraigning individuals arrested for misdemeanor and felony offenses. Such duties shall be performed on an as-needed basis. Should the services outlined in this section be required the Associate Judge shall complete such services in a timely manner, within the constraints required by the law. If the Associate Judge is unavailable to complete these services, it shall be the duty of the Associate Judge to seek an alternative method of fulfilling these duties through any other City appointed Associate Judge.
- C. **Standing Orders.** The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances and for the efficient operation of routine transactions and processes of the Court. As such, the Associate Judge shall issue and maintain standing orders to address the daily administration of court procedures and processes, for matters such as dismissals, time payment plans, deferred disposition, driver safety courses, and continuances.
- D. **Availability.** The Associate Judge shall be on call to perform such obligations twenty-four (24) hours a day, seven (7) days a week, subject to his or her reasonable availability.
- E. **Reports.** The Associate Judge, at any such times and in such forms as the City may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

- F. **Contact Information.** The Associate Judge shall keep the Court, jail staff, and police department (dispatch) informed of his or her current contact information.

ARTICLE IV **COMPENSATION**

- A. **Compensation.** As compensation for all required services herein, including administrative work, during the term of this Agreement, the City agrees to pay the Associate Judge, only for those services actually performed, the sum of one hundred and no/100 dollars (\$100.00) per hour.
- B. **Invoice.** The Associate Judge shall send an invoice to the Court Administrator by mail or email once per month not later than the 10th day of each month. The invoice shall indicate each date the Associate Judge performed a duty outlined in Section III above. The invoice shall also provide the amount of time spent on each duty and the total number of hours for the month.
- C. **Payment.** The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City.
- D. **No Compensation.** The Associate Judge will not be compensated for state required training, travel expenses related to his or her duties to the Court, state bar license dues/fees, state attorney occupation fee, local bar association dues, or any and all other professional/licensure related fees/dues.
- E. **Independent Contractor.** It is understood and agreed by and between the parties that all services performed by the Associate Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Associate Judge shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. The foregoing constitutes all the benefits and forms of compensation due to the Associate Judge for the services rendered herein and the Associate Judge will not receive any City benefits, retirement, health, or otherwise.

ARTICLE V **GENERAL PROVISIONS**

- A. **Judicial Conduct.** The Associate Judge shall adhere to all canons of the Texas Code of Judicial Conduct, the City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Court, and duties as a magistrate. The Associate Judge shall maintain him or herself publicly to bring respect and honor to the Court, serving with a judicial temperament rooted in fairness, consistency, and patience.

- G. **Severability.** If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- H. **Non-Waiver.** The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- I. **Sovereign Immunity.** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.
- J. **No Assignment.** The Associate Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.
- K. **Construction of Agreement.** Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- L. **Choice of Law and Venue.** This Agreement is performed and performable in Tarrant County, Texas, State of Texas, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Tarrant.
- M. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
- N. **Headings.** The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- O. **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.
- P. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Associate Judge and the City only.

Q. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the City and Associate Judge have executed this Agreement this the _____ day of September 2023.

CITY OF MANSFIELD, TEXAS

MICHAEL EVANS, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

ASSOCIATE JUDGE:

Dominic Bauman



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5579

Agenda Date: 9/11/2023

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, Adopting and Authorizing the Use of the Construction Manager at Risk Delivery Method for the Expansion of the Service Center and Animal Shelter Project; Delegating Authority to the City Manager; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

Requested Action

Approval of Resolution.

Recommendation

Approval of Resolution.

Description/History

The City of Mansfield has been developing plans for the construction of a new Mansfield ACO/Service Center whereas current capacity of the ACO/Service Center is not adequate for the needs of the City.

Justification

To complete the construction of a new ACO/Service Center

Funding Source

N/A

Prepared By

Matt Jones, Assistant City Manager (817) 276-4228

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING AND AUTHORIZING THE USE OF THE CONSTRUCTION MANAGER AT RISK DELIVERY METHOD FOR THE EXPANSION OF THE SERVICE CENTER AND ANIMAL SHELTER PROJECT; DELEGATING AUTHORITY TO THE CITY MANAGER; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING 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 Council desires to adopt and utilize the Construction Manager at Risk (CMAR) method for the construction of the expansion of the Service Center and Animal Shelter project as provided by Chapter 2269, Texas Government Code; and,

WHEREAS, the City Council understands the CMAR method of delivery generally brings overall value and time savings to construction projects similar to the expansion of the Service Center and Animal Shelter project; and,

WHEREAS, the City Council finds that the CMAR method will provide the best value for the City of Mansfield, Texas; and,

WHEREAS, as authorized by Texas Government Code Sec. 2269.053, the City Council desires to delegate its authority under Chapter 2269 to the City Manager and desires to designate the City Manager as its designated representative for purposes related to this project.

NOW, THEREFORE, BE IT RESOLVED 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.

The City Council hereby adopts and authorizes the use of the CMAR method for the construction of the expansion of the Service Center and Animal Shelter project in the City of Mansfield, Texas, and finds that the CMAR method provides the best value for the City.

SECTION 3.

The City Council hereby delegates its authority under Texas Government Code Chapter 2269 to the City Manager, designates the City Manager as its designated representative for

purposes related to this project, and authorizes the City Manager and his designee(s) to take all actions necessary to accomplish the purposes and actions authorized herein.

SECTION 4.

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

SECTION 5.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5583

Agenda Date: 9/11/2023

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, Authorizing the Purchase of the West 15 Acres out of Philip B. George, Abstract 299, Johnson County, Texas (2624 Chambers St.) and Authorizing the Execution of Any Documents Necessary to Implement this Resolution

Requested Action

Consider the Resolution authorizing the purchase of the west 15 acres for a second water treatment plant for the City of Mansfield.

Recommendation

Staff recommends approval of this Resolution

Description/History

As the City continues to grow a location for a second water treatment plant is necessary to sustain the service necessary to full growth potential for the City of Mansfield as well as the wholesale water customers the City serves.

Justification

The City is constantly looking to the future needs of sustaining service levels for its citizens. In updating the water master plan the City has identified locations that would be ideal for a second water treatment plant. This land has been identified as being in a location that would allow the City to sustain continued service levels for our citizens as well as the wholesale water customers the City serves. It is best to try and purchase the land now so that the City can identify the location of a second water treatment plant in the planning stages.

Funding Source

Utility Fund

Prepared By

Matt Jones, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE PURCHASE OF THE WEST 15 ACRES OUT OF PHILIP B. GEORGE, ABSTRACT 299, JOHNSON COUNTY, TEXAS (2624 CHAMBERS ST.); AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE (UTILITY 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 Council of the City recognizes the need to purchase land for a second water treatment plant that will be needed for continued service in the City; and,

WHEREAS, the City has identified the west 15 acres out of Philip B. George, Abstract 299, Johnson County, Texas (2624 Chambers St.) as ideal for a second water treatment plant site; and,

WHEREAS, the Utility Fund has sufficient revenue to cover the cost of the purchase.

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 purchase of the west 15 acres out of Philip B. George, Abstract 299, Johnson County, Texas (2624 Chambers St.) is hereby approved.

SECTION 3.

The appropriation of the funds necessary to purchase this property out of the Utility Fund is hereby authorized.

SECTION 4.

That any documents necessary to implement this resolution are hereby authorized to be executed.

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 11TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5586

Agenda Date: 9/11/2023

Version: 2

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, Authorizing the Early Termination of the Maintenance and Operations Agreement with Big League Dreams Mansfield, LLC and Authorizing the Execution of any Documents Necessary to Implement this Resolution

Requested Action

Consider the Resolution authorizing the early termination of the Maintenance and Operations Agreement with big League Dreams Mansfield, LLC.

Recommendation

Staff recommends approval of this resolution

Description/History

The City executed a Maintenance and Operations Agreement with Big League Dreams Mansfield, L.P. in April 30, 2004 for the maintenance and operation of the Big League Dreams Mansfield Sports Park. The Agreement is for a term of 30 years running through April 2040. Subsequent to the execution of the Agreement, Big League Dreams Mansfield, L.P. assigned all its rights and obligations to Big League Dreams Mansfield, LLC and dissolved. According to the Agreement Big League Dreams, LLC is to make base maintenance and operations payments to the City quarterly on set dates. In addition, Big League Dreams, LLC is to keep the Sports Park Improvements in first class condition and good repair throughout their useful life.

Justification

The Sports Park Improvements have become in disrepair and the City has attempted to work with Big League Dreams, LLC on the upkeep of the facility. Moreover, on August 29, 2023, the City sent Big League Dreams, LLC a Notice of Default pursuant to the Agreement. The cure period prescribed in the Agreement has passed and Big League Dreams has not cured the default. According to Sect. 13.1(a) the City may elect to terminate the Agreement based on Big League Dreams, LLC's default.

Funding Source

N/A

Prepared By
Vanessa Ramirez, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE EARLY TERMINATION OF THE MAINTENANCE AND OPERATIONS AGREEMENT WITH BIG LEAGUE DREAMS MANSFIELD, LLC; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING 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, pursuant to City Council Resolution No. 1885 passed on April 12, 2004, the City and Big League Dreams Mansfield, L.P. entered into a Maintenance and Operations Agreement (Agreement) relating to the maintenance and operations of the sports park known as Big League Dreams Mansfield Sports Park; and,

WHEREAS, Big League Dreams Mansfield, L.P. subsequently assigned the Agreement to Big League Dreams Mansfield, LLC (BLD) and dissolved; and,

WHEREAS, on August 29, 2023, pursuant to Section 12.1(a) of the Agreement, the City sent BLD a notice of default; and,

WHEREAS, the timeframe for curing said default under the Agreement has passed and BLD is still in default; and,

WHEREAS, pursuant to Section 13.1 of the Agreement the City may at its election terminate the Agreement by providing BLD with written notice of termination, effective thirty (30) days after notice is received by BLD; and,

WHEREAS, the City Council feels that it is in the best interest of the City to pursue termination of the Agreement.

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.

A notice of termination pursuant to Section 13.1(a) of the Agreement is hereby authorized to be sent to BLD.

SECTION 3.

That any other documents necessary to implement this resolution are hereby authorized to be executed.

SECTION 4.

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

SECTION 5.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5587

Agenda Date: 9/11/2023

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, Authorizing the Purchase of Lot 1, Block 1, Singh Addition, Johnson County, Texas (1050 S. Mitchell Rd.) and Authorizing the Execution of any Documents Necessary to Implement this Resolution

Requested Action

Consider the Resolution authorizing the purchase of property for the City of Mansfield.

Recommendation

Staff recommends approval of this Resolution

Description/History

As the City continues to grow a location for an addition elevated storage tank is necessary to sustain the service levels for said growth potential for the City of Mansfield.

Justification

The City is in the process of revising its current water master plan. In doing so it is planning for the future needs of sustaining service levels for its citizens. The plan has identified locations that would be ideal for an additional elevated storage tank. This land has been identified as being in a location that would allow the City to sustain continued service levels for our citizens as well as potential growth. It is best to try and purchase the land now so that the City can solidify the location of the elevated storage tank in the planning stages.

Funding Source

Utility Fund

Prepared By

Matt Jones, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE PURCHASE OF LOT 1, BLOCK 1, SINGH ADDITION, JOHNSON COUNTY, TEXAS (1050 S. MITCHELL RD.); AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE (UTILITY 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 begun the process of revising the City’s Water Master Plan to anticipate needs for future growth and sustained level of services; and,

WHEREAS, the City Council of the City recognizes the need to purchase land for an elevated storage tank that will be needed for continued service in the City; and,

WHEREAS, the City has identified the property at Lot 1, Block 1, Singh Addition, Johnson County, Texas (1050 S. Mitchell Rd.) as ideal for an elevated storage tank site; and,

WHEREAS, the Utility Fund has sufficient revenue to cover the cost of the purchase.

NOW, THEREFORE, BE IT RESOLVED 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.

The purchase of Lot 1, Block 1, Singh Addition, Johnson County, Texas (1050 S. Mitchell Rd.) is hereby approved.

SECTION 3.

That the appropriation of the funds necessary to purchase this property out of the Utility Fund is hereby authorized.

SECTION 4.

That any documents necessary to implement this resolution are hereby authorized to be executed.

SECTION 5.

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

SECTION 6.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 11TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5580

Agenda Date: 9/11/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Special Event

Agenda Number:

Title

Request for Special Event Permit: 2023 Run for a Cure

Requested Action

Approval of the Special Event Permit for the 2023 Run for a Cure

Recommendation

City staff has reviewed the application and recommends approval with the following conditions:

Building Safety

1. In accordance with City Ordinance Chapter 50.50 and 50.60 waste and recycling haulers for construction sites are required to have a franchise or license to operate within the City of Mansfield. Currently, only Republic Services is franchised as an operator. Violations of this ordinance may result in fines for both the hauler and contractor of up to \$2000/day.

Environmental

1. All event, start/stop, and rest areas shall have adequate waste receptacles and serviced to prevent litter accumulation.
2. The event route shall be policed immediately after the event to collect any stray litter.

Description/History

This is an event hosted by RunUnited and the event assembly will take place at 2001 Julian Field Street. The event will include a 5K run/walk. The event will take place on Saturday, October 7, 2023 from 7:30 a.m. to 9:00 a.m.

Justification

N/A

Funding Source

N/A

Prepared By

Clarissa Carrasco, Administrative Assistant II
Planning Department

817-276-4229

Applicant:

Demery Cox

682-552-9555

CITY OF MANSFIELD | Event Questionnaire

Event: **Run for a Cure**

Date(s): **10/07/2023**

Please submit this and all other required forms at least 60 Days before your event date.

Public or Private Event

Will your event be open to the public?

YES If yes, the following is required:

General Liability Insurance Certificate

Parade, Block Party, City Streets, Parking Lots

Do you plan to close, block, or use a City street, trail, or sidewalk?

Do you plan to close a street that will impact residents & businesses?

Do you plan to use a private parking lot or other private property?

YES If yes, the following is required:

Street Closure & Notification Form

Street Closure & Notification Form

Letter with Written Permission

Attendance, Tents, and Stage

Do you anticipate 1,000+ event attendees or street/sidewalk spectators?

Do you plan to use a tent larger than 400 sq. ft. or a canopy in excess of 700 sq. ft.?

YES If yes, the following is required:

Fire Operational Permit

Fire Operational Permit

Food, Drinks, or Merchandise Vendor Booths

Will your vendor(s) serve or sell food, drinks, and/or merchandise?

Will you serve or sell food, drinks, and/or merchandise?

Will you have food truck(s) that will serve or sell food or drinks?

YES If yes, the following is required:

Vendor List

Park Vendor and Temp. Food Permit

Vendor List

Sanitation, Water, Waste Water, and Recycling

Will you need a dumpster and/or ClearStream® container for your event?

Will you or vendors need to dispose of water per Regulatory Compliance?

Will you need assistance developing a Trash and Recycling Plan for your event?

YES If yes, the following is required:

Solid Waste Service Request

Temporary Food Permit

Solid Waste Service Request

Amplified Sound at Outdoor Festivals and/or Event

Will you have amplified sound over 70 dba

Will you have amplified sound Monday-Saturday, after 10 p.m.

Will you have amplified sound anytime on a Sunday

Will you have amplified sound over 65 dba on a Sunday

YES If yes, the following is required:

A Letter of Request for an exception to the noise ordinance is required and must be submitted 90 days in advance of the event for City Council's consideration.

Alcohol on City-Owned Property

Do you or a vendor plan to serve or sell alcohol in a parking lot or in the street?

Do you or a vendor plan to serve or sell alcohol on City-owned property?

Do you or a vendor plan to serve or sell alcohol in a park?

Do you plan to apply for a temporary TABC permit for your event?

Do you plan to partner with a vendor who is licensed/permitted by TABC?

YES If yes, the following is required:

TABC License and Health Permit
 City Council's Approval, TABC Permit, Public Safety Request
 Park Board and City Council's Approval, TABC Permit, Police, Lease
 Liquor Liability Insurance is required by the TABC permit holder that is serving or selling the alcohol.

Requests for Services by City Departments

Will you be placing portable restrooms on City property?

Will you need to request an in-kind City service in the form of co-sponsorship?

YES If yes, the following is required:

Parks Service Request and Approval
 City Council Letter of Request

None of the above apply to my request for a Special Event Permit

None of the above apply

CITY OF MANSFIELD | Special Event Permit Application

Applicant Information:

Applicant Name: **Demery Cox** Mobile Number: **682-552-9555**

Street Address: **601 Winterwood Dr.** City, State, Zip: **Kennedale, TX 76060**

Email Address: **coxracingservices@gmail.com** HOT Funds or Cash Sponsor Recipient? Yes No

Applicant is, check all that apply: Event Organizer On-site Emergency Contact Organization Representative

Organization Information: Same as Applicant

Organization: **RunUnited** Mobile Number: **214-724-7807**

Street Address: **650 U.S. 287 Frontage Rd. S, Suite 11** City, State, Zip: **Mansfield, TX 76063**

Email Address: **swilliams@rununited.com** Current HOT Funds Recipient? Yes No

Type of Organization, check all that apply: Nonprofit City Board/Committee School Business Volunteer Individual Other

Event Information:

Event Name: **Run for a Cure** Event Date(s): **10/07/2023**

Event Location: **2001 Julian Feild St, Mansfield, TX 76063** Total Event Attendance: **250**

On Site Contact: **Demery Cox** Mobile Number: **682-552-9555**

Select all that apply:

Applicant Booth: Food/Drink (distribute or sell) Alcohol (distribute or sell) Merchandise (distribute or sell)

Vendor Booths: Food/Drink (distribute or sell) Alcohol (distribute or sell) Merchandise (distribute or sell)

Amplified Sound Live Music DJ Music Stage Speech and/or Announcements

Activities: Run/Bike Race Parade Games/Crafts/Arts Inflatable(s) Carnival/Fair

Service Needs: Police Security Fire/EMS Street Closure(s) Parks Solid Waste

Admission: Free Open to the Public Event Fundraising Event Ticketed Private Event

Please provide a brief description of your event: **This event is designed to be conducted at Mansfield Methodist Medical Center and the proceeds from this event**

	Day of the Week	Date and Year	Set-up Time	Start Time	End Time	Take-Down Time Frame	Daily Attendance
DAY 1	Saturday	10/07/23	5:00am	7:30am	9:00am	9:30am	250
DAY 2							
DAY 3							
DAY 4							
DAY 5							

Additional Details, as Needed:

Communications and Crowd Management

Event Coordinator and/or Volunteer: Scymentress Williams		Mobile Number:	504-259-4524
Method of Crowd Communication: i.e. PA system, megaphone, etc.	PA System	Number of Event Staff:	50
Method of Event Staff Communication: i.e. hand-held radios, mobile phone, etc.	Mobile Phone	Number of Volunteers:	150
Method of Event Staff Identification: i.e. uniforms, event shirts, badges, etc.	Volunteer Shirts	Number of Vendors:	10
Attendance to Event Staff Ratio: i.e. one staff for every 250 attendees	1 for ever 50 attendees	Total Guest Attendance:	500
Crowd Control Measures to be Used: <input type="text"/>			

Booth and Mobile Truck Vendors: A list of ALL vendors and their location on the Site Map is required and due at the time of the permit application. Vendors on the list, must match the Site Map and the receipts of Park Vendor Permits obtained prior to the event or thereafter.

Event Security Management

Event Coordinator and/or Volunteer: Scymentress Williams		Mobile Number:	504-259-4524
Public Security Service Provider: i.e. City of Mansfield PD, Tarrant County, etc.	Mansfield Police	Mobile Number:	817-276-4788
Private Security Service Provider: i.e. if you plan to use security guards	<input type="text"/>	Mobile Number:	<input type="text"/>

Fire Prevention & Emergency Medical Management

Event Coordinator and/or Volunteer: Scymentress Williams		Mobile Number:	504-259-4524
--	--	----------------	---------------------

- Confirm the following are identified on the Site Map or Public Safety Map for larger events
- First-aid station(s) Fire Lanes Fire Extinguishers EMS entry-exit access points
- Public entry-exit access points & parking AED Station

Emergency Command Post | Missing Person, Weather Emergency, etc.

In the event of extreme weather or other emergencies, the City of Mansfield will refer to the Command Post and the individual listed below as the point person for emergency updates, announcements, cancellations, and/or other event emergency communications.

City of Mansfield Police and Fire Department will have final approval of your public safety plan.

CITY OF MANSFIELD | Street Closure Request

Applicant Name: **Demery Cox** Event Name: **Run for a Cure**

Date of Street Closure Request: **10/07/2023** Purpose of Request: **5K Run/Walk**

Type of Request: Parade Block Party March Run/Walk Bike Street Festival Parking Lot Party Other

Rolling Street Closure Request | Parade, March, Fun Run or Similar; complete all that apply

Assemble Time: **6:00am** Assemble Location: **2001 Julian Feild St, Mansfield, TX 76063**

Start Time: **7:30am** Disassemble Location: **2001 Julian Feild St, Mansfield, TX 76063**

End Time: **09:30am** Length or Distance of Parade, Fun Run, or Other: **5K**

Estimated Number of Entries: Participants Vehicles Bikes Spectators Animals

Full Street or Parking Lot Closure Request | Complete all that apply

Start Closure Time: Street(s) Closure Location:

End Closure Time: Parking Lot Location:

Street Closure and Notification Form is required

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

- I ACKNOWLEDGE that a map of the route is required; hand drawn maps are not accepted.
- I ACKNOWLEDGE that a Traffic Control Plan is required for street closure requests, unless told otherwise.
- I ACKNOWLEDGE that use of a private parking lot will require Written Right of Possession from the property owner.
- I ACKNOWLEDGE that the Street Closure Form and Street Closure Notification Form may be required
- I ACKNOWLEDGE that if the closure requires a detour plan, then the TCP must show the detour route and all traffic control devices
- I ACKNOWLEDGE that all traffic control will be designed and maintained by a professional barricade company
- I ACKNOWLEDGE that all streets closure requests and approvals will need to be approved by David Boski prior to the approval of the Special Event permit.

Applicant Signature **Demery Cox** Digitally signed by Demery Cox Date: 2023.07.14 14:15:24 -05'00' **Date** **7/14/2023**

CITY OF MANSFIELD | Street Closure Form

Applicant Name: **Demery Cox** Event Name: **Run for a Cure**
Date of Street Closure Request: **10/07/2023** Purpose of Request: **5K Run/Walk**

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection: **Julian Field St.**
Cross Street | From: **Blf Crk Dr.** Start Time: **7:45 am**
Cross Street | To: **Connerton Dr.** End Time: **9:30 am**

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection: **Connerton Dr.**
Cross Street | From: **Julian Fld St.** Start Time: **7:45 am**
Cross Street | To: **Matlock Rd.** End Time: **9:30 am**

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection: **Matlock Rd.**
Cross Street | From: **Connerton Dr.** Start Time: **8:00 am**
Cross Street | To: **S Matlock Rd** End Time: **9:15 am**

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:
Cross Street | From: Start Time:
Cross Street | To: End Time:

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:
Cross Street | From: Start Time:
Cross Street | To: End Time:

CITY OF MANSFIELD | Fire Operational Permit Application



Applicant Name:	Demery Cox	Mobile Number:	682-552-9555
Street Address:	601 Winterwood Dr.	City, State, Zip:	Kennedale, TX 76060
Email Address:	coxracingservices@gmail.com	Event Date:	10/07/2023
Event Name:	Run for a Cure	Estimated Daily Attendance:	
Event Location:	2001 Julian Feild St, Mansfield, TX 76063		

Select the Permit(s) Required for this Event:

- Carnival, Fair, and Festival Permit**
Submittal Requirements, check to confirm acknowledgment:
 - Public Safety Plan and Site Plan
 - Insurance Certificates for Rides

- Tents of Temporary Membrane Structure**
Submittal Requirements, check to confirm acknowledgment:
 - Copy of the flame spread and fire-proofing certificate
 - Site Plan showing the location of the tent in relation to lot lines, parked vehicles, and structures.
 - Floor plan of the tent showing locations of fire extinguishers, exit signs, and "no smoking" sign

- Outdoor Assembly Event**
Submittal Requirements, check to confirm acknowledgment
 - Submit a public safety plan, and a site plan showing locations of booths, stages, and structures, first aid stations, information and ticket booths, boundaries of event, fire extinguishers, weather shelters, fire/EMS access roads, assembly areas, approximate occupant amounts, and parking

- Exhibits and Trade Shows**
Submittal Requirements, check to confirm acknowledgment
 - Submit a Public Safety Plan and Site Map that shows location of booths, stages, and structures; first aid stations, information and ticket booths, fire extinguishers, marked exits, and parking

Permit Inspection Request (date & time):

Permit Inspection Location Request:

An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection. Once approved a permit cannot be altered or it will be revoked.

Fireworks and/or pyrotechnics are not allowed at any event (2018 IFC, 5601.1.3 The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

By signing, I acknowledge and understand the requirements listed above.

Applicant Signature: **Demery Cox** Digitally signed by Demery Cox
Date: 2023.07.14 14:16:11 -05'00' Date: **7/14/23**



CITY OF MANSFIELD | Public Safety Service Request



Applicant Name:	Demery Cox	Mobile Number:	682-552-9555
Street Address:	601 Winterwood Dr.	City, State, Zip:	Kennedale, TX 76060
Email Address:	coxracingservices@gmail.com	Event Date:	10/072023
Event Name:	Run for a Cure	Estimated Daily Attendance:	
Event Location:	2001 Julian Feild St, Mansfield, TX 76063		

Select the Service Request(s) for this Event:

- Police Officer Event Security**
The rate of pay for officers during this type of event will be the current City of Mansfield budgeted regular and/or overtime rates for those officers assigned to work the event.
- Emergency Medical Services (EMS) | 2-hour Minimum per EMS Personnel**
The rate of pay for Emergency Ambulance Standby, paramedics, patient transport, and other applicable fees are set forth in Ordinance 2254-22.

Examples of objective standards used to determine the number personnel:

- Event alcohol consumption
- Time, date, and length of event
- Impact of adj. residential/commercial areas
- Traffic Control Plan requirement
- Estimated number of attendees
- Vehicular/pedestrian traffic condition

THIS SECTION WILL BE COMPLETED BY CITY STAFF BASED ON THE SELECTION ABOVE AND EVENT LOGISTICS.

Fire and Rescue	# of Personnel	Total Hours	Total Cost	Staff Initial
Total Ambulance Standby @ \$125 per hour		Length of Request and/or Event =		
Total Paramedics on Standby @ \$50 per hour		Length of Request and/or Event =		
Total Incident Command Officer @ \$75 per hour		Length of Request and/or Event =		
Total Due to the Fire Department:				

CITY OF MANSFIELD | Temporary Food Permit Application



PERMIT # _____

Applicant Name: Demery Cox	Permit Type: <input type="radio"/> Tent <input type="radio"/> Mobile Unit
Vendor Name: _____	Sales Tax ID#: _____
Event Name: Run for a Cure	Inspection: _____
Event Location: 2001 Julian Feild St, Mansfield, TX 76063	Event Date(s): 10/07/2023
Phone Number: 682-552-9555	Email Address: coxracingservices@gmail.com
Street Address: 601 Winterwood Dr.	City, State, Zip: Kennedale, TX 76060
DL State & No. _____	Are You Non-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, Provide Tax Exempt # _____

List pre-prepared foods to be Served On-site:

There will not be and food handed out. Only bottles of water will be handed out at Race Site.

List foods that will be prepared on-site and the equipment to be used to maintain proper temperature control:

_____	Cooking Equipment: <input type="radio"/> Electrical <input type="radio"/> Charcoal <input type="radio"/> Propane <input type="radio"/> Gas Grill Hot or Cold Holding Equipment: <input type="radio"/> Electrical <input type="radio"/> Mechanical Type of Equip. Using: _____
_____	Cooking Equipment: <input type="radio"/> Electrical <input type="radio"/> Charcoal <input type="radio"/> Propane <input type="radio"/> Gas Grill Hot or Cold Holding Equipment: <input type="radio"/> Electrical <input type="radio"/> Mechanical Type of Equip. Using: _____
_____	Cooking Equipment: <input type="radio"/> Electrical <input type="radio"/> Charcoal <input type="radio"/> Propane <input type="radio"/> Gas Grill Hot or Cold Holding Equipment: <input type="radio"/> Electrical <input type="radio"/> Mechanical Type of Equip. Using: _____
_____	Cooking Equipment: <input type="radio"/> Electrical <input type="radio"/> Charcoal <input type="radio"/> Propane <input type="radio"/> Gas Grill Hot or Cold Holding Equipment: <input type="radio"/> Electrical <input type="radio"/> Mechanical Type of Equip. Using: _____

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

- I ACKNOWLEDGE that health permits are approved and issued prior to the event
- I ACKNOWLEDGE that preparation or storage of food in the home is not permitted unless you are a cottage manufacturer.
- I ACKNOWLEDGE that food items served without Regulatory Compliance approval may result in permit suspension.
- I ACKNOWLEDGE that Temporary Food Service Booth Requirements must be in place prior to selling or preparing food. i.e. overhead protection, hand sink and warewashing set up.
- I ACKNOWLEDGE that the \$60 nonrefundable, Temporary Food Permit Application Fee is due with this application.
- I ACKNOWLEDGE that the food booth requirements and understand that failure to comply with City of Mansfield ordinances may result in citations for violations and/or closure of the booth until violations are corrected.

By signing, I acknowledge that I understand the Temporary Food Service Requirements.

Applicant Signature: **Demery Cox** Digitally signed by Demery Cox
Date: 2023.07.14 14:15:44 -05'00' Date: **7/14/2023**



RUN FOR A CURE 5K ROUTE

3.11 mi

Distance

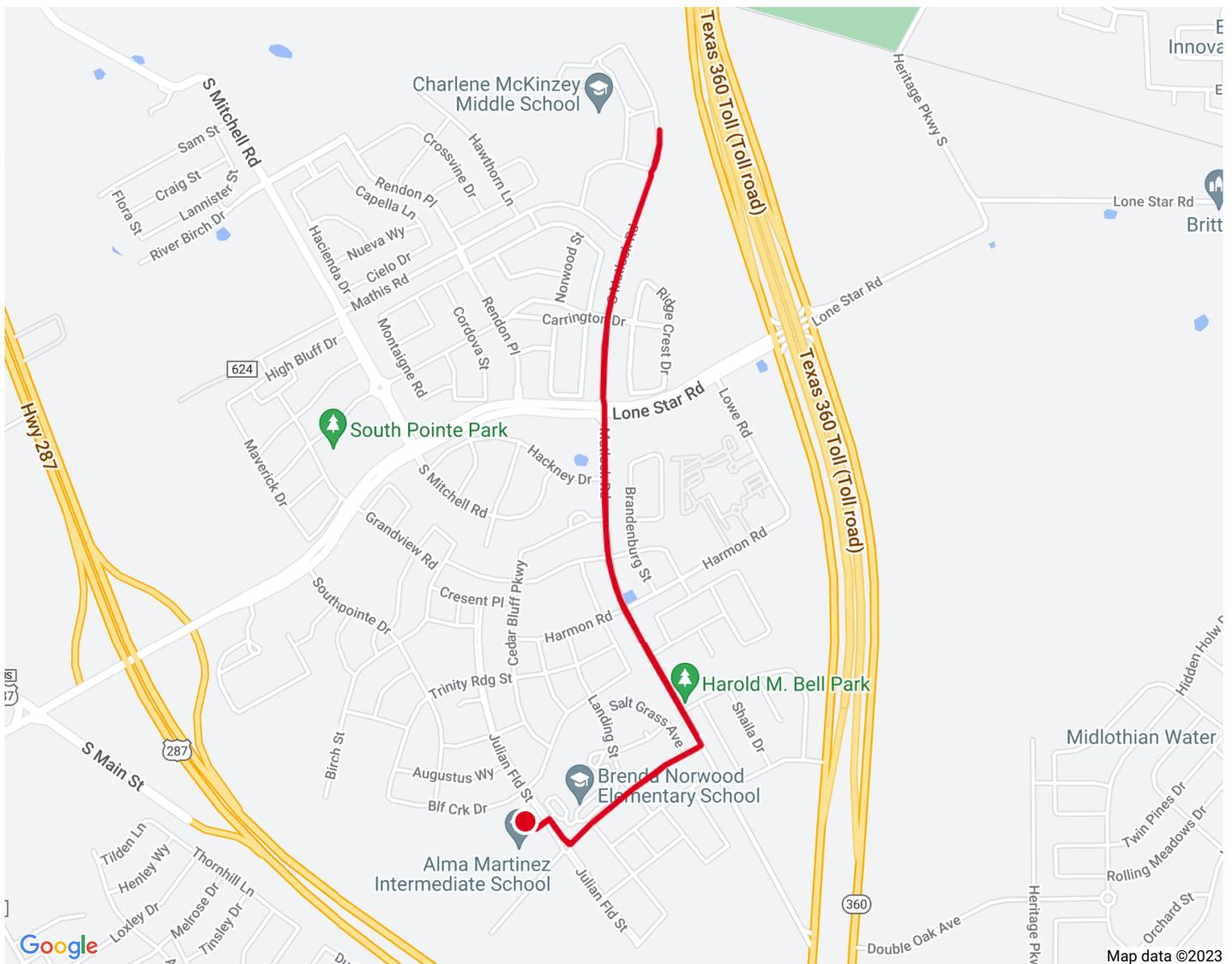
48 ft

Elevation Gain

Run

Activity Type

Notes

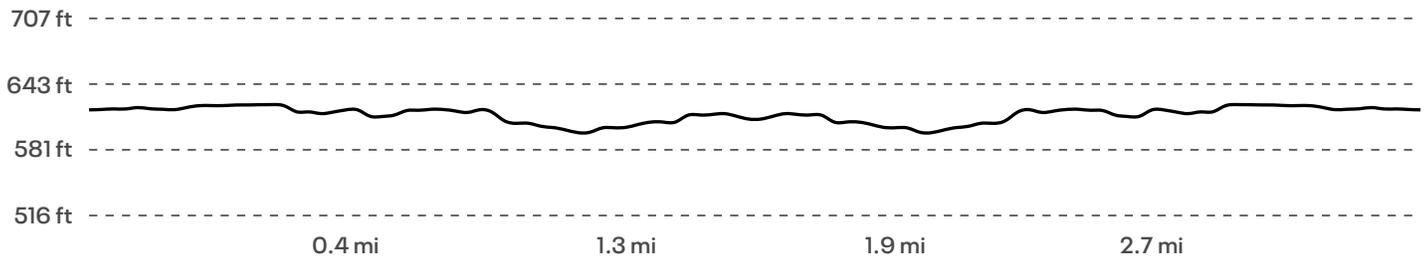


Elevation

Start
620 ft

Max
625 ft

Gain
48 ft



DISTANCE (MI)	DIRECTION
0.00	Head east
0.01	Head southeast toward Julian Fld St
0.02	Turn left toward Julian Fld St
0.05	Turn right onto Julian Fld St
0.09	Head southeast on Julian Fld St
0.10	At the traffic circle, take the 1st exit onto Connerton Dr
0.40	Head northwest on Matlock Rd toward Mill Valley Ln
1.02	Head north on Matlock Rd toward Lone Star Rd
1.35	Head north on S Matlock Rd
1.47	Slight right to stay on S Matlock Rd
1.55	Head north on S Matlock Rd
1.68	Slight right to stay on S Matlock Rd
1.76	Head north on Matlock Rd toward Lone Star Rd
2.08	Head northwest on Matlock Rd toward Mill Valley Ln
2.70	Head southeast on Julian Fld St
2.71	At the traffic circle, take the 1st exit onto Connerton Dr
3.01	Head southeast toward Julian Fld St
3.02	Turn left toward Julian Fld St
3.05	Turn right onto Julian Fld St
3.09	Head east
3.11	Destination

FACILITY USE PERMIT

Jul 27, 2023

Permit Number:

3EP79T4KDW96

Approved By:

DeMonica Hudspeth-Clark

Approved Date:

07/11/2023



By using this permit you agree to the terms and conditions of [Alma Martinez Intermediate School | Mansfield ISD](https://www.facilitron.com/terms/amis76063) (view at: <https://www.facilitron.com/terms/amis76063>) and [Facilitron, Inc.](https://www.facilitron.com/terms) (view at: <https://www.facilitron.com/terms>).

Event Contact: If you have any issues during your event, please contact Dawn Mailloux - Smith (682-552-6176)

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	RunUnited
Contact Name:	Scymentress Williams
Contact Email:	swilliams@rununited.com
Contact Phone:	8174207885
Event Name:	Run for a Cure 5K
>Maximum Daily Attendance:	250
Location: View Map	Alma Martinez Intermediate School 2001 Julian St Mansfield TX 76063
Activity:	Other (meeting, class, etc.)

Reservation Detail

Saturday 10/07/2023

Services/Equipment:

Custodial Staff Hrs: 5; Qty: 1

6:00AM - 11:00AM Parking Lot (Outdoor)

CERTIFICATE OF INSURANCE		PRINT DATE: 5/18/2023			
		CERTIFICATE NUMBER: 20230518968260			
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Track & Field, Inc. RunUnited 130 East Washington Street, Suite 800 Indianapolis IN 46204		INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: Allied World National Assurance Company NAIC# 19489			
EVENT INFORMATION:					
Run for a Cure (10/7/2023 - 10/7/2023)					
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.					
The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)					
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)					
The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).					
Excess policy follows form of underlying General Liability.					
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:		
City of Mansfield 1200 E. Broad St. mansfield TX 76063			Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.		
			AUTHORIZED REPRESENTATIVE:		
					



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5564

Agenda Date: 9/11/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 28, 2023 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 August 28, 2023 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary

817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, August 28, 2023

3:00 PM

Council Chambers

REGULAR MEETING

3:00 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 3:00 p.m.

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

PROCLAMATION

[23-5544](#)

Mansfield Reads! 2023

Mayor Evans read and presented the proclamation to the Friends of the Mansfield Public Library and Mansfield Library staff.

WORK SESSION

Discussion Regarding the Innovation Corridor

Economic Development Director of Marketing and Innovation Rachel Bagley presented an update on the innovation corridor, named "The Linq." Rachel spoke on the regional mission, various strategic partnerships with the University of Texas at Arlington, Texas A&M Engineering Experiment Station, and Tarrant County College, target industries, workforce development initiatives, and marketing and community engagement. The City Council noted their excitement for the innovation corridor.

Discussion Regarding the Fiscal Year 2024 Budget

Deputy City Manager Troy Lestina presented a recap of past budget discussions, spoke on the proposed tax rate, budget personnel and capital budget items, the different city funds, and the proposed ordinance to approve the budget. He also answered Council questions. There was general discussion regarding the proposed budget.

Discussion Regarding the August 28, 2023 Consent Agenda Items

Assistant City Manager spoke and answered questions regarding agenda items 23-5532, 23-5534, and 23-5539. Executive Director of Planning and Development Services Jason Alexander spoke and answered questions regarding agenda item 23-5545.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:10 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:19 p.m. Mayor Evans recessed the executive session at 7:00 p.m.

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

Seek Advice of City Attorney Regarding Public/Private Partnerships

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

Municipal Court Associate Judge Selection

Board Appointments

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 #21-10

Economic Development Project #23-10

6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

Mayor Evans reconvened the meeting into regular business session at 7:11 p.m.

INVOCATION

Brian McFadden, Director of the Mansfield Mission Center, 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"

Council Member Broseh led the Texas Pledge.

CITIZEN COMMENTS

Patty Smith, 2222 Walnut Manor Drive - Ms. Smith spoke on her concerns with the Stillwater Development.

Susan Luttrell, 5308 Dunbarton Court - Ms. Luttrell spoke regarding her support for agenda item 23-5534.

Rohelen Hicks, 1197 W Broad Street #1315 - Ms. Hicks spoke regarding her support for agenda item 23-5534.

Brian McFadden, 3909 Cicada Lane - Mr. McFadden spoke regarding his support for agenda item 23-5534.

Mayor Evans recognized Sheri Bumgardner, 9745 CR 528, Burleson, who submitted a non-speaker card in support of agenda item 23-5334.

Wayne Wilshire, 1101 Pinehurst Court - Mr. Wilshire spoke regarding agenda item 23-5548.

Daniel Bennett, 408 Pemberton Street - Mr. Bennett spoke regarding agenda item 23-5548.

Stoney Short, 305 W Kimberly - Mr. Short spoke on his opposition for agenda item 23-5534.

Mayor Evans noted the following citizens submitted online speaker cards:

Andrew Hudson, 1702 Hastings Drive - In support of agenda item 23-5534.

Tom Debinski, 600 Walnut Hollow Drive - Wished to share ideas for the Stillwater Development.

Ruben De La Torre, 2226 Walnut Manor Drive - Wished to comment on the Stillwater Development.

COUNCIL ANNOUNCEMENTS

Mayor Evans gave kudos to Council Member Short and her family for serving disabled

veterans in the community.

SUB-COMMITTEE REPORTS

[23-5527](#)

Minutes - Approval of the August 14, 2023 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Evans, and Lewis)

A motion was made by Council Member Lewis to approve the minutes of the August 14, 2023 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting. Seconded by Mayor Evans. The motion CARRIED by the following vote:

Aye: 3 - Julie Short; Casey Lewis and Michael Evans

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh; Todd Tonore; Tamera Bounds and Brent Newsom

[23-5528](#)

Minutes - Approval of the August 14, 2023 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Bounds (Chair), Lewis, and Tonore)

A motion was made by Mayor Pro Tem Tonore to approve the minutes of the August 14, 2023 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 3 - Casey Lewis; Todd Tonore and Tamera Bounds

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh; Julie Short; Michael Evans and Brent Newsom

[23-5529](#)

Minutes - Approval of the August 14, 2023 Tax Increment Reinvestment Zone #4 Board Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the August 14, 2023 Tax Increment Reinvestment Zone Board #1 Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 1 - Brent Newsom

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Business Services Department Report

[23-5542](#) Presentation of the Monthly Financial Report for the Period Ending June 30, 2023

Staff was available for questions.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

CONSENT AGENDA

[23-5536](#) Ordinance - An Ordinance of the City Council of the City of Mansfield, Texas, Approving A Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2023 Rate Review Mechanism Filing

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL

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

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

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

Nay: 0

Abstain: 0

Enactment No: OR-2317-23

[23-5537](#)

Ordinance - An Ordinance of The City of Mansfield, Texas, Adopting a Unanimous Settlement Agreement, Setting Rates and Establishing Tariffs for the Provision of Natural Gas Service by SiEnergy, LP

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, ADOPTING A UNANIMOUS SETTLEMENT AGREEMENT, SETTING RATES AND ESTABLISHING TARIFFS FOR THE PROVISION OF NATURAL GAS SERVICE BY SIENERGY, LP WITHIN THE CITY OF MANSFIELD, TEXAS; DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES; REQUIRING ACCEPTANCE BY SIENERGY, LP OF THE RATES PRESCRIBED HEREIN; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SA VIN GS CLAUSE; AND DECLARING AN EFFECTIVE DATE

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

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

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

Nay: 0

Abstain: 0

Enactment No: OR-2318-23

[23-5531](#)

Resolution - A Resolution Approving a Contract in the amount of \$75,000.00 between the City of Mansfield, Texas and Overland Partners to Provide Consultation Services for Architecture, Urban Design and Master Planning in Addition to Technical Support and Mapping

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONTRACT IN THE AMOUNT OF \$75,000.00 WITH OVERLAND PARTNERS TO PROVIDE CONSULTATION SERVICES FOR ARCHITECTURE, URBAN DESIGN AND MASTER PLANNING IN ADDITION TO TECHNICAL SUPPORT AND MAPPING; 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)

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-4057-23

[23-5532](#)

Resolution - A Resolution Approving a Contract in the amount of \$218,000.00 between the City of Mansfield and Speck and Associates, LLC, for Urban Planning Consultation and Design of Main Street

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONTRACT IN THE AMOUNT OF \$218,000.00 BETWEEN THE CITY OF MANSFIELD, TEXAS AND SPECK AND ASSOCIATES, LLC, FOR URBAN PLANNING CONSULTATION AND DESIGN OF MAIN STREET; 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 #2)

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-4058-23

[23-5539](#)

Resolution - A Resolution Approving a Contract with Trimlight DFW in the Amount of \$109,061.88 for Downtown Lighting on the 100 Block of Main Street

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONTRACT WITH TRIMLIGHT DFW IN THE AMOUNT OF \$109,061.88 FOR DOWNTOWN LIGHTING ON THE 100 BLOCK OF MAIN STREET; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BYLAW; AND DECLARING AN EFFECTIVE DATE (DOWNTOWN ACTIVATION GRANT)

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-4059-23

[23-5540](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the Purchase of a 350 Horsepower Vertical Turbine Pump to Advanced Water Well Technologies in an Amount Not To Exceed \$70,000 for the Upper Pressure Plane Pump Station at the Bud Ervin Water Treatment Plant (Utility Fund)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE PURCHASE OF A 350 HORSEPOWER VERTICAL TURBINE PUMP TO ADVANCED WATER WELL TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$70,000 FOR THE UPPER PRESSURE PLANE PUMP STATION AT THE BUD ERVIN WATER TREATMENT PLANT; 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 Newsom. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-4060-23

[23-5543](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Professional Services Contracts with Garver, LLC and Brittain and Crawford, LLC, and Approving Funding in an Amount not to Exceed \$862,400.00 for the 30-Inch Water Transmission Main Along Lone Star Road and Chambers Street (Utility Fund)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING PROFESSIONAL SERVICES CONTRACTS BETWEEN THE CITY OF MANSFIELD, TX AND GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$715,400.00 FOR DESIGN SERVICES, AND BETWEEN THE CITY OF MANSFIELD, TX AND BRITTAİN AND CRAWFORD, LLC IN AN AMOUNT NOT TO EXCEED \$54,300.00 FOR SURVEY SERVICES, FOR THE 30-INCH WATER TRANSMISSION MAIN ALONG LONE STAR ROAD AND CHAMBERS STREET; 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 Newsom. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-4061-23

[23-5545](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Delegating Plat Approval Authority and Extension Approval Authority Pursuant to House Bill 3699

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DELEGATING PLAT APPROVAL AUTHORITY AND EXTENSION APPROVAL AUTHORITY PURSUANT TO HOUSE BILL 3699; 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 Newsom. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-4062-23

[23-5530](#)

Minutes - Approval of the August 14, 2023 Regular City Council Meeting Minutes

A motion was made by Council Member Lewis to approve the minutes of the August 14, 2023 Regular City Council Meeting as presented. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[23-5534](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Interlocal Agreement with Fort Worth Transportation Authority dba Trinity Metro for On-Demand Rideshare Services in the Amount of \$171,064.00; Appropriating Funds for this Agreement from the American

Rescue Plan Act (Arpa) Fund

Council Member Short removed this item from the consent agenda. The City Council made brief comments regarding the item.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH FORT WORTH TRANSPORTATION AUTHORITY DBA TRINITY METRO FOR ON-DEMAND RIDESHARE SERVICES IN THE AMOUNT OF \$171,064.00; APPROPRIATING FUNDS FOR THIS AGREEMENT FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUND; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (ARPA FUNDS)

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

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

Aye: 5 - Larry Broseh; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 2 - Julie Short and Brent Newsom

Abstain: 0

Enactment No: RE-4063-23

[23-5538](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Calling Certain Outstanding Obligations for Redemption and Defeasance in the Par Amount of \$5,000,000; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

Council Member Newsom removed this item from the consent agenda. Troy Lestina spoke on the item and answered Council questions.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION AND DEFEASANCE; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO

(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; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4064-23

END OF CONSENT AGENDA

PUBLIC HEARING

[23-5526](#)

Public Hearing on a Specific Use Permit for an Automotive Service on 2.19 acres being Lot 5, Block 1, Cooper Square Addition filed in Cabinet A, Slide 11684, P.R.T.C.T. located at 2840 FM 157; Great Lakes Center Mansfield Series F LLC, Owner; Foxfield LTD., Applicant (SUP#23-003)

Jason Alexander presented the item and answered Council questions. Applicant Jeff Stark gave a presentation and answered Council questions.

Mayor Evans opened the public hearing at 8:49 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:49 p.m.

A motion was made by Mayor Pro Tem Tonore to approve the specific use permit subject to no cars parked overnight, no detailing, and subject to random health inspections. Seconded by Council Member Short. The motion failed by the following vote:

Aye: 3 - Larry Broseh; Julie Short and Todd Tonore

Nay: 4 - Casey Lewis; Michael Evans; Tamera Bounds and Brent Newsom

Abstain: 0

PUBLIC HEARING AND FIRST READING

[23-5546](#)

Public Hearing - First Public Hearing and Reading on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

City Manager Joe Smolinski presented the proposed Fiscal Year 2024 tax rate and answered Council questions.

Mayor Evans opened the public hearing at 9:26 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 9:26 p.m.

[23-5547](#)

Public Hearing - First Public Hearing and Reading on the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

City Manager Joe Smolinski presented the proposed Fiscal Year 2024 budget and answered Council questions.

Mayor Evans opened the public hearing at 9:27 p.m. With no one wishing to speak,

Mayor Evans continued the public hearing at 9:27 p.m.

PUBLIC HEARING

[23-5526](#)

Public Hearing on a Specific Use Permit for an Automotive Service on 2.19 acres being Lot 5, Block 1, Cooper Square Addition filed in Cabinet A, Slide 11684, P.R.T.C.T. located at 2840 FM 157; Great Lakes Center Mansfield Series F LLC, Owner; Foxfield LTD., Applicant (SUP#23-003)

City Attorney Bradley Anderle advised the Council that an affirmative vote was needed for this item.

A motion was made by Council Member Newsom to deny the specific use permit. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 4 - Casey Lewis;Michael Evans;Tamera Bounds and Brent Newsom

Nay: 3 - Larry Broseh;Julie Short and Todd Tonore

Abstain: 0

NEW BUSINESS

[23-5548](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Casting a Vote of No Confidence in the Chief Appraiser of the Tarrant Appraisal District

Council Member Lewis presented the item.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, CASTING A VOTE OF NO CONFIDENCE IN THE CHIEF APPRAISER OF THE TARRANT APPRAISAL DISTRICT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

(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;Julie Short;Casey Lewis;Todd Tonore;Michael Evans;Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4065-23

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:35 p.m. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5582

Agenda Date: 9/11/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2023/2024 Services and Assessment Plan for the South Pointe Public Improvement District ("PID"); Providing a Severability Clause; and Providing an Effective Date

Requested Action

Approve the Annual Plan of Service and Budget of the South Pointe Public Improvement District.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Annual Plan of Service and Budget along with the updated five-year plan of Service and Budget for the South Pointe Public Improvement District.

Description/History

In January 2016, the City Council of the City of Mansfield, Texas received a petition requesting creation of a public improvement district under Chapter 372 of the Texas Local Government Code from the owners of real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment in the proposed District. The resolution authorizing and creating the South Pointe Public Improvement District was approved on February 22, 2016.

The South Pointe Public Improvement District is approximately 873 acres. The public improvement district is to provide services that enhance the lifestyle, personal pride, enjoyment and property values within the District. An annual assessment of \$1,000 for a single family home within the District and \$120 for each multifamily unit within the District shall be levied. There is no change from the original assessment. These assessments will be collected through the same systems used to collect ad valorem property tax.

Justification

The annual plan of Service and Budget for the South Pointe Public Improvement District addresses the on-going maintenance needs within the boundaries of the public improvement district. The budget for fiscal year 2024 is \$758,320. The Developer and

the Management Company are working in concert to maintain the district. Their efforts are focused on creating an exceptional community within the City of Mansfield through the maintenance and development of this public improvement district.

Funding Source

The cost of the annual plan of Service and Budget is funded from assessment fees of \$1,000 per single family home and \$120 per multifamily unit within the District. Any remaining costs are funded by the developer of South Pointe.

Prepared By

Troy Lestina, Chief Financial Officer; 817-276-4258
Bryan Rebel, Assistant Director of Finance; 817-276-4296

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE FISCAL YEAR 2023/2024 SERVICES AND ASSESSMENT PLAN IN THE AMOUNT OF \$758,320 FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT ("PID"); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (SOUTH POINTE PID 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, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and,

WHEREAS, owners of real property located at the juncture of US 287 and SH 360, delivered to the City of Mansfield a Petition to establish the South Pointe Public Improvement District (the "PID"); and,

WHEREAS, after providing notices required by Section 372.009 of the Act, the City Council on January 11, 2016, conducted a public hearing on the advisability of the improvements, and adjourned such public hearing; and,

WHEREAS, the City Council passed and adopted Resolution No. RE-3214-16 on February 22, 2016 establishing the South Pointe PID; and,

WHEREAS, as required by Section 372.013 of the Act, staff and council reviewed the service and assessment plan for the purpose of determining the annual budget for the PID; and,

WHEREAS, after review of the proposal City staff recommends approving the FY 2023/2024 budget for the PID; and,

WHEREAS, funding for this plan is available from the South Pointe PID fund.

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 Fiscal Year 2023/2024 Services and Assessment Plan in the amount of \$758,320

and no/100 dollars (\$758,320) for the South Pointe PID, in substantially the same form as the attached Exhibit “A”, 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 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

2024 - 2028 Budge

South Pointe PID

Year: 2024-2028

Notes: Budget based on a 10% increase on most items annually

	2024	2025	2026	2027	2028
4110 - PID Assessment	\$ 758,320.00	\$ 909,984.00	\$ 1,091,980.80	\$ 1,310,376.96	\$ 1,572,452.35
5104 - Administrative	\$ 1,000.00	\$ 1,100.00	\$ 1,210.00	\$ 1,331.00	\$ 1,464.10
5105 - Postage	\$ 1,000.00	\$ 1,100.00	\$ 1,210.00	\$ 1,331.00	\$ 1,464.10
5113 - Professional Management	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00
5114 - Storage	\$ 500.00	\$ 450.00	\$ 525.00	\$ 550.00	\$ 600.00
5116 - Association Meetings	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
5181 - Audit and Accounting	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
5250 - Commercial Package Insurance	\$ 8,606.00	\$ 9,466.60	\$ 10,413.26	\$ 11,454.59	\$ 12,600.04
5251 - Directors' & Officers' Ins.	\$ 4,275.00	\$ 4,702.50	\$ 5,172.75	\$ 5,690.03	\$ 6,259.03
5255 - Fidelity (Crime) Insurance	\$ 505.00	\$ 555.50	\$ 611.05	\$ 672.16	\$ 739.37
5303 - Electricity	\$ 27,000.00	\$ 29,700.00	\$ 32,670.00	\$ 35,937.00	\$ 39,530.70
5305 - Water/Sewer - Irrigation	\$ 99,000.00	\$ 108,900.00	\$ 119,790.00	\$ 131,769.00	\$ 144,945.90
5401 - Pet Stations	\$ 19,400.00	\$ 21,340.00	\$ 23,474.00	\$ 25,821.40	\$ 28,403.54
5470 - Common Area Maintenance	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
5477 - Fence/Wall Repair & Maintenance	\$ 30,000.00	\$ 33,000.00	\$ 36,300.00	\$ 39,930.00	\$ 43,923.00
5480 - Electrical Repairs & Maintenance	\$ 5,000.00	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50
5505 - Porter Service	\$ 15,535.00	\$ 17,088.50	\$ 18,797.35	\$ 20,677.09	\$ 22,744.79
5601 - Contract Landscape Maintenance	\$ 255,000.00	\$ 280,500.00	\$ 256,819.20	\$ 256,819.20	\$ 282,501.12
5602 - Additional Landscape Maintenance	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
5603 - Landscape Improvements	\$ 50,000.00	\$ 55,000.00	\$ 60,500.00	\$ 66,550.00	\$ 73,205.00
5604 - Annual Color	\$ 8,800.00	\$ 9,680.00	\$ 10,648.00	\$ 11,712.80	\$ 12,884.08
5630 - Holiday Lights & Decorations	\$ 605.00	\$ 665.50	\$ 732.05	\$ 805.26	\$ 885.78
5650 - Irrigation Maintenance	\$ 60,000.00	\$ 66,000.00	\$ 72,600.00	\$ 79,860.00	\$ 87,846.00
5700 - Pond Maintenance	\$ 8,000.00	\$ 8,800.00	\$ 9,680.00	\$ 10,648.00	\$ 11,712.80
5710 - Pond Chemicals	\$ 3,000.00	\$ 3,300.00	\$ 3,630.00	\$ 3,993.00	\$ 4,392.30
5750 - Fountain	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
6000 - Contingency Fund	\$ 78,744.00	\$ 90,998.40	\$ 109,198.08	\$ 131,037.70	\$ 157,245.24
Income Accounts Total:	\$ 758,320.00	\$ 909,984.00	\$ 1,091,980.80	\$ 1,310,376.96	\$ 1,572,452.35
Expense Accounts Total:	\$ 758,320.00	\$ 835,047.00	\$ 872,675.74	\$ 941,878.70	\$ 1,045,890.34
Difference:	\$ -	\$ 74,937.00	\$ 219,305.06	\$ 368,498.26	\$ 526,562.01



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5499

Agenda Date: 9/11/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155 of the Code of Ordinances of the City of Mansfield, "Zoning" by Amending Special Purpose District Regulations and Creating a New Section 155.074 "T, Toll Road 360 Form-based Development District" (OA#23-002)

Requested Action

To consider the subject ordinance text amendments.

Recommendation

The Planning and Zoning Commission met on September 5, 2023, and voted 6 to 0 (with one absence) to recommend approval of the text amendment with the recommendation provided by the Department of Planning and Development Services.

- Ayes: 6 - Axen, Thompson, Goodwin, Mainer, Bennett, and Moses
- Nays: 0
- Abstain: 0
- Absence: 1 - Shaw

As proposed, the T, Toll Road 360 Form-based Development District is intended to guide development along property fronting Toll Road 360 generally to the east of the toll road and the south of Lone Star Road. A form-based development district, the emphasis of the T, Toll Road 360 Form-based Development District is on building form, building frontage, and building design. Similar to other form-based development districts adopted by the City, including the D, Downtown District, and the S, South Mansfield Form-based Development District, the T, Toll Road 360 Form-based Development District is structured using the rural-to-urban transect to achieve specific development patterns along a gradient that increases in intensity as the built environment becomes more urban in character and intense in land use. As directed by the Planning and Zoning Commission, the latest version of the T, Toll Road 360 Form-based Development District addresses the location of ground floor commercial uses with strategic intention and a purposeful understanding of existing and future market conditions; ensures that connectivity between properties that would potentially be guided by its provisions and those in adjacency; continues the community's trajectory for elevated placemaking standards; and provides flexibility needed to ensure that highly visible properties along Toll Road 360 are designed and developed in a manner that is both consistent with the forthcoming Future Land Use Plan and that leverages distinct opportunities for regionally-oriented mixed-use development. The Department of Planning and

Development Services recommends that the text amendment (including any revisions from the Planning and Zoning Commission) be approved with the consideration that the Development Process Chart in Section 2.1 be amended to reflect the text provisions found in the same section.

Description/History

This is a request to amend the provisions of Chapter 155, entitled “Zoning” of the City of Mansfield Code of Ordinances and to introduce a new proposed form-based development district --- the T, Toll Road 360 Form-based Development District.

The impetus for creating the T, Toll Road 360 Form-based Development District emerged from a vision to create a mixed-use community with development standards that could easily transcend municipal boundaries while delivering economic, physical, and social outcomes along Toll Road 360 that are worthy of emulation. Also, consistent with the discussions focused on the forthcoming Future Land Use Plan (i.e., Mansfield 2040 Plan), the development intended by the provisions of this form-based development district would expand tax base, increase residential options spanning generational and other socio-economic needs, and, most importantly, provide the rooftops necessary for family-centered entertainment, meaningful employment opportunities, and destination restaurants and retail.

Accordingly, the general purpose and intent of the T, Toll Road 360 Form-based Development District is to encourage and enable:

- [H]armonious and coordinated development;
- [D]evelopment that considers natural features, community facilities, pedestrian / vehicular circulation in conformance with the Thoroughfare plan, and land use relationship with surrounding properties; and
- [W]alkable pedestrian environments that complement the existing housing stock by offering a variety of building types to serve mixed generations.

Using the rural-to-urban transect as a tool for structure and organization, the T, Toll Road 360 Form-based Development District introduces three (3) transect zones:

- T-4, Traditional Neighborhood Transect Zone (mostly residential);
- T-5, Urban Neighborhood Transect Zone (locally focused mixed-use); and
- T-6, Urban Core Transect Zone (regionally focused mixed-use).

Those transect zones lend themselves to the creation of coordinated and coherent pattern for development that are regulated by a regulating plan; a wide palette of thoroughfare types; a range of building functions (i.e., land uses); and other placemaking considerations including architectural standards that address building walls, roofs, openings, attachments, and other elements and features that contribute to human-scaled environments that are walkable, mixed-use, and energetic.

Similar, to the D, Downtown District and the S, South Mansfield Form-based Development District, the T, Toll Road 360 Form-based Development District also

provides a warrant system. A warrant may be requested and considered for deviations from specific standards from the code, but are consistent with the intent and purpose of the code and advance the community's distinct vision for growth and development. A warrant, however, may not be considered for the following:

- The required provision of alleys;
- The minimum building height for multi-family residential buildings;
- The minimum amount of required Open Space;
- Unscreened garages or parking lots;
- The allowable building uses and the specific uses by transect zone;
- The requirement for Commercial Ready Frontages as set forth in Section 4.4.3.1; or
- The modification or alteration of any of the terms and conditions set forth in an approved Development Agreement.

Also, very much like the S, South Mansfield Form-based Development District, a development agreement is required; and the purpose of the development agreement is to provide the City Council with a concept plan and phasing plan that depicts the general layout of streets, the locations of open space, the locations of buildings, among other elements for their review, consideration, and approval. A development agreement is required to be presented to the City Council within 90 days of approval of a change in zoning request to the T, Toll Road 360 Form-based Development District.

Building frontages and building uses are similar to those found in the D, Downtown District, and the S, South Mansfield Form-based Development District --- and are allocated throughout the form-based development district by transect zone.

It should be noted however, that the T, Toll Road 360 Form-based Development District introduces the first opportunities for the construction of bungalow courts (i.e., cottage courts). Bungalow courts may consist of 6 to 12 dwellings that may be attached or detached, platted or not, and facing a common green or other similar gathering space. It should be noted, too, the T, Toll Road 360 Form-based Development District is the first form-based development district to introduce parking requirements that are determined by the market (e.g., the property owner or a developer).

Among other considerations, as discussed by the Planning and Zoning Commission, the latest version of the draft form-based development district includes the following:

- Ground floor commercial space is required along certain thoroughfare types having a minimum right-of-way of 43 feet; and the total amount of ground floor commercial space required may be modified by the City Council vis-à-vis a development agreement.
- Thoroughfares may not be aligned without review and approval by warrant.
- Open space is required to be programmed and provide shade trees.

The evolution of the T, Toll Road 360 Form-based Development District may be summed as follows:

- The T, Toll Road 360 Form-based Development District was first brought to the Planning and Zoning Commission on May 1, 2023 for review, consideration, and possible action. At that meeting, the Planning and Zoning Commission tabled the item indefinitely with a vote of 7-0 to allow for further review and discussion on the proposed code.
- On May 15, 2023, the Planning and Zoning Commission held a Work Session on proposed code. After the Work Session was held, the case was brought back to the Planning and Zoning Commission on June 13, 2023, and tabled again until June 29, 2023, a Special Called Meeting, with a vote of 5-0-2 (with two absences). At the Special Called Meeting there was a Work Session held on the proposed T, Toll Road 360 Form-based Development District. Following the Work Session, the Planning and Zoning Commission held a public hearing and, directed the Department of Planning and Development Services to review and redline the draft form-based development code based on the conversation and discussion from the Work Session. The case was voted on by the Planning and Zoning Commission, and tabled until July 12, 2023 with a vote of 6-0-1 (with one absence).
- On July 12, 2023, the case was publicly heard and the Department of Planning and Development Services provided feedback on suggested revisions to the code as requested by the Planning and Zoning Commission. The Planning and Zoning Commission voted 6-0-1 (with one absence) to table the case until the July 25, 2023 Planning and Zoning Commission Meeting.
- On July 25, 2023, the Planning and Zoning Commission voted 6-0-1 (with one absence) to table the item until their August 7, 2023 Meeting.
- On August 7, 2023, the Planning and Zoning Commission voted 6-1 (with one nay vote) to table the item until their August 21, 2023 Meeting.
- On August 21, 2023, the Planning and Zoning Commission voted 7-0 to table the item until their September 5, 2023 Meeting.

..Attachments

Ordinance

Final Draft - OA#23-002

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, ZONING: FORM-BASED CODE DISTRICTS, BY CREATING A NEW SECTION 155.074 “T, TOLL ROAD 360 FORM-BASED DEVELOPMENT DISTRICT” RULES AND REGULATIONS AND THUS ADOPTED BY REFERENCE, CONTAINING ITS OWN USE CHART; ESTABLISHING A FEE FOR SITE PLAN OR BUILDING PLAN APPLICATIONS REQUIRED IN FORM-BASED DEVELOPMENT DISTRICTS EXCEPT SECTION 155.072, “D, DOWNTOWN DISTRICT”; 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 the Comprehensive Zoning Ordinance of the City of Mansfield, Texas (hereinafter “the Zoning Ordinance”), have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance should be amended; and,

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

WHEREAS, the City Council recognizes a need to add clarity to the Comprehensive Zoning Ordinance through amendments that help define intent of administration.

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

SECTION 1.

That Section 155 of the Mansfield Code of Ordinances “Form-Based Code Districts”, is hereby amended to create Section 155.074 “T, Toll Road 360 Form-Based Development District.”

SECTION 2.

That Section 155.074 establish the use and development of the hereinabove described district in accordance with the T, Toll Road 360 Form-Based Development District in Exhibit “A” attached hereto and made part hereof for all purposes by reference.

SECTION 3.

That a fee in the amount of \$2,500.00 is hereby established on the Development Fee Schedule for applications for site plans or building plans required in the Form-Based Development Districts except Section 155.072, “D, Downtown District”.

SECTION 4.

This ordinance shall be cumulative of all the other ordinances of the Code of Mansfield, Texas, as amended affecting zoning and shall not repeal any of the provisions of such ordinance, except those instances where provisions of such ordinance are in direct conflict with the provisions of this ordinance.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

Ordinance No. _____

23-5499

Page 3 of 3

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

Section 155.074.

T, Toll Road 360 Form-based Development District

ARTICLE 1. ADMINISTRATION

1.1. Title

This Ordinance is known as the “T, Toll Road 360 Form-Based Development District” and may be cited as the “Section”.

1.2. General Purpose and Intent

This Section is meant to encourage and enable:

- harmonious and coordinated development;
- development that considers natural features, community facilities, pedestrian / vehicular circulation in conformance with the Thoroughfare plan, and land use relationship with surrounding properties; and
- walkable pedestrian environments that complement the existing housing stock by offering a variety of building types to serve mixed generations.

1.2.1. General Intent

- The primary intent of this Section is to facilitate a diverse and complementary mixture of residential, commercial, and civic uses that will produce authentic, compact, and pedestrian-oriented environments that are worthy of emulation.
- The secondary intent is to provide a predictable framework for attracting a broad range of employers to the community, including national and multi-national corporations and small employers, to elevate the quality of life for existing and future residents, businesses, and visitors alike.
- The tertiary intent is to introduce art, cultural and recreational institutions to the community and its immediate environs.

1.2.2. Community Intent

This Section is to be implemented to assure that:

- the community retains its distinct natural and unique visual character;
- green corridors are used to both define and connect urbanized areas;
- compact, mixed-use, mixed generational, and pedestrian-oriented development is generally established as a pattern for development;
- interconnected networks of Thoroughfares are designed to disperse traffic and to reduce the length of vehicle trips;
- the ordinary activities of daily living occur within walking distance of most dwellings;
- a range of residential unit types and sizes are distributed throughout the community;
- civic and commercial activities are not isolated in remote, single-use complexes;
- industrial and distribution uses reliant on heavy truck traffic prohibited while small craft industrial, urban in scale, is accommodated where appropriate; and
- a range of open spaces, specifically greens, parks, plazas, and squares are distributed throughout the community.

1.2.3. Block and Building Intent

This Section is also to be implemented to provide that:

- block structure and the spatial form of public areas prioritize the pedestrian while adequately accommodating motor vehicles;

- the design of Thoroughfares and buildings reinforce safe environments for pedestrian dominance;
- buildings, streetscapes, and landscaping are designed to contribute to the spatial definition of Thoroughfares;
- building architecture and landscape design grow from local climate, topography, history, and building practice;
- the harmonious and the orderly evolution of urban areas be secured through regulating the form of buildings;
- design is flexible to prevent functional obsolescence; and
- timeless architecture be used to prevent fashion obsolescence and monotony.

1.3. Applicability

1.3.1. Zoning District Applicability

The provisions of this Section may only be applied to certain properties fronting Toll Road 360 (and the Frontage Roads) that are generally located to the east of the highway and to the south of Lone Star Road. Applications from property owners or developers requesting a change in zoning to the T, Toll Road 360 Form-based Development District shall not be accepted or considered for any parcels of land located to the west of Toll Road 360 (and the Frontage Roads) and north of Lone Star Road. The provisions of this section shall also control and prevail over the application of any other provisions of the Mansfield Code of Ordinances including those set forth for the FR, Freeway Overlay District and the SE, Secondary Freeway Overlay District. Individual Transect Zones will be depicted as part of the Regulating Plan. This Section provides all regulations, including zoning, subdivision, platting, signage, and urban design standards and standards controlling land use and development of land designated as T, Toll Road 360 Form-Based Development District.

1.3.2. Relationship to the City of Mansfield Code of Ordinances

- 1.3.2.1.** In the event of a conflict between the provisions of this Section and any other codes, ordinances, regulations, and standards of the City of Mansfield, the provisions of this Section shall control.
- 1.3.2.2.** Provisions of any other codes, ordinances, regulations, and standards of the City of Mansfield that are not in conflict with the provisions of this Section shall continue to apply to property designated as T, Toll Road 360 Form-Based Development District.
- 1.3.2.3.** The Definitions set forth in Article 10 contain terms that are integral to this Section. Those terms not defined in Article 10 or in Chapter 155, the Mansfield Zoning Ordinance, shall be accorded their commonly accepted meanings. In the event of a conflict between a definition in this Section and a definition in any other codes, ordinances, regulations, and standards of the City of Mansfield, the definition in this Section shall control.

1.3.3. Interpretation

- 1.3.3.1.** In the event of a conflict between the provisions of this Section and the numerical metrics of its tables and the diagrams and illustrations, the provisions of this Section shall control.

1.3.3.2. Provisions of this Section are activated by “SHALL” or “ARE” when required and “MAY” when optional.

ARTICLE 2. APPROVALS PROCESSES

2.1. Development Process

The development process shall conform to the standards and progression as set forth in this article. The development process within a T, Toll Road 360 Form-Based Development District will be administered by the Director and requires the following:

1. Pre-Development Meeting with the Development Review Committee (DRC);
2. Zoning Approval subject to review and recommendation provided by the Planning and Zoning Commission and review and approval by the City Council;
3. Development Agreement subject to review and approval by the City Council;
4. Regulating Plan review and approval;
5. Plat review and approval;
6. Site Plan review and approval (if applicable); and
7. Building Permit Application review and approval

2.2. Pre-Development Meeting

Prior to submittal of an application for a change in zoning to the T, Toll Road 360 Form-based Development District, or a Regulating Plan for all proposed projects under the provisions of this Section, the applicant(s) shall schedule a meeting and meet with the DRC in a pre-development meeting in accordance with the City’s policies and procedures. This meeting shall include the applicant and their design professionals and relevant representatives of City departments. The pre-development meeting is intended to provide guidance for implementation of this Section and recommendations on issues that may arise.

2.3. Zoning Approval

All applications requesting to rezone to the T, Toll Road 360 Form-based Development District shall be processed and reviewed in accordance with the provisions set forth in Section 155.115. All applications requesting to rezone to the T, Toll Road 360 Form-based Development District shall be subject to review and recommendation by the Planning and Zoning Commission and review and approval by the City Council.

2.4. Development Agreement

All applications and plans for development or redevelopment under this T, Toll Road 360 Form-based Development District shall be accompanied by a Development Agreement approved by the City Council. A

2.1 DEVELOPMENT PROCESS



*BUILDING CATEGORIES DEFINED IN EXHIBIT B:
BUILDING STANDARDS

Development Agreement shall be approved prior to the submittal of any Regulating Plans and Site Plans for review and approval. A Development Agreement submitted to the City Council for review and approval shall require two types of plans: a Concept Plan and a Phasing Plan. The Concept Plan and the Phasing Plan shall be submitted together and shall be attached as exhibits to the Development Agreement. The “Concept Plan” shall include the following plan elements: proposed layout; proposed thoroughfare locations; proposed transect zone boundaries; required open space area and their proposed types; proposed development intensity; proposed building types (including height), and any other applicable attributes that may be required by the City Council. A Development Agreement may only be altered or modified subject to the approval of the City Council. A Development Agreement may include a modification to or a reduction in the Commercial Ready Frontages as required by Section 4.3 in this T, Toll Road 360 Form-based Development District, and subject to approval by the City Council. In the event that a property owner or a developer does not prepare (or have prepared on their behalf) and present a Development Agreement to the City Council within 90 days for review and approval of a rezoning to the T, Toll Road 360 Form-based Development District, then the City Council is authorized to initiate a rezoning of the property. The property owner or the developer shall abide by the terms and conditions contained in the Development Agreement.

2.5. Regulating Plans

The approval of a Regulating Plan shall be required prior to the development of any tract of land. The submittal of a Regulating Plan is required within 90 days of the Development Agreement approval. If a Regulating Plan is not submitted within the 90-day timeframe, then the City Council is authorized to initiate a rezoning of the property. The Regulating Plan shall generally conform to the Development Agreement and the provisions of this T, Toll Road 360 Form-based Development District. An approved Regulating Plan is not subject to expiration. A Regulating Plan submitted in accordance with the provisions of this Section and requiring no Variances may be approved by the Director of Planning if it conforms with this Section, including any Warrants, the Development Agreement, and all other applicable codes, ordinances, and regulations of the City.

2.5.1. Requirements

A Regulating Plan shall contain the following details:

2.6.1.1. Transect Zones

Transect Zones shall be indicated on the Regulating Plan.

2.6.1.2. Thoroughfare Network

The Thoroughfare Network shall identify Thoroughfares as shown on **Diagram B: Thoroughfare Assemblies**.

2.6.1.3. Open Space

Open Space meeting the requirements of Section 3.3.

2.6.1.4. Regulating Plan Details

The following details shall be included on a Regulating Plan if applicable to the proposed development or site conditions or if required by a Transect Zone.

- Commercial Ready Frontages (that meet the requirements of Section 4.4.3.1)
- Urban Flex Frontages (shall meet the requirements of Section 4.4.3);
- Terminated Vistas (shall meet the requirements of Section 3.4.1);
- Cross-Block Paseos (shall meet the requirements of Section 3.4.2);

- Protected Trees and tree clusters (if any);
- Trails;
- Each principal building shall be located within 800 feet of Open Space areas;
- Statement that residential building type variety will be met at buildout (shall meet the requirements of Section 4.5.1);
- Key focal point(s) or Landmark features;
- Minimum / maximum building heights, building categories, and land use overlay district(s) if applicable;
- Phasing Plan;
- Any adjacent approved Regulating Plan (if any);
- Any requirements specific to the site based on applicable codes, ordinances, or regulations;
- Any requests for Warrants; and
- Any requests for Variances, which may only be considered and approved pursuant to the provisions in Section 155.080.

2.6.1.5. Site Analysis Exhibit

A Regulating Plan submittal shall include a Site Analysis Exhibit showing the existing site conditions as set forth herein. Depending on site context, the Site Analysis Exhibit may include:

- Existing utility placement;
- Type and location of existing structures;
- View corridors;
- Condition of existing streets;
- Drainage (e.g., drainage courses, floodplain and floodway);
- Existing mature trees and vegetation masses;
- Topography;
- Adjacent publicly owned land, Civic, health facilities, schools, libraries, fire stations, hospitals, churches, et cetera;
- Identification of adjacent uses; and
- Other landmark features within the subject property.

2.6.1.6. Traffic Impact Analysis

A Traffic Impact Analysis (TIA) shall accompany an application for approval of a Regulating Plan if required under applicable ordinances. The Director of Engineering Services may waive the TIA requirement, only in accordance with the terms and conditions set forth in an approved Development Agreement. If a TIA is required, the appropriate internal capture methodology may be used and considered for determination of trip generation, subject to review and approval by the Director of Engineering Services.

2.6.2 Approval of Regulating Plans

2.6.2.1 Approval of Regulating Plans

The Director of Planning may approve an application for a Regulating Plan if the Regulating Plan meets all requirements of this Section, the Development Agreement, and all other applicable codes, ordinances, and regulations, and there are no Variances requested.

2.6.2.2 Denial of Regulating Plans

The Director of Planning may deny an application for a Regulating Plan if the Regulating Plan fails to meet the requirements of this Section or any other applicable codes, ordinances, and regulations. Specific reasons and references to Code sections and Statutes shall be provided with a denial.

2.6.2.3 Notification of Applicant Decision

The Director of Planning shall notify the applicant of his / her decision within forty-five (45) days of the date the application was filed with the Department of Planning and Development Services. If the Director of Planning does not approve or disapprove the Regulating Plan within forty-five (45) days after the Regulating Plan is filed, the Regulating Plan shall be deemed denied and maybe appealed for review pursuant to Section 2.6.2.6.

2.6.2.4 Applicant Response to Denial

After the denial of a Regulating Plan by the Director of Planning, the applicant may submit to the Director of Planning a written response that remedies each reason for denial provided in the written statement within 15 days.

2.6.2.5 Applicant Response to Denial

(a) If the Director of Planning receives a response under Section 2.6.2.4, the Director of Planning shall determine whether to approve or deny the applicant's previously denied Regulating Plan not later than 15 days after the date the response was submitted. If the Director of Planning does not approve or deny the Regulating Plan within 15 days of submittal, the Regulating Plan shall be deemed denied and may be appealed for review pursuant to Section 2.6.2.6.

(b) If the Director of Planning denies a Regulating Plan following the submission of a response under Section 2.6.2.4, the Director of Planning:

(1) must comply with Section 2.6.1; and

(2) may deny the plan only for a specific reason provided to the applicant under Section 2.6.1.

(c) If the Director of Planning receives a response that satisfactorily addresses each reason for the denial, then the Director of Planning shall approve the Regulating Plan.

If the Director receives a response that does not satisfactorily address each reason for the denial, then the Director of Planning may deny the Regulating Plan.

2.6.2.6 Appeal

Denial of a Regulating Plan by the Director of Planning may be appealed to the City Manager. The appeal must be filed within 15 days of the date of the Director of Planning's action or the expiration of the Director of Planning's time for taking action on the Regulating Plan or a response. The City Manager may approve, approve with modifications, or deny the Regulation Plan. If the City Manager denies the Regulating Plan or does not take action on the Regulating Plan within 15 days of the filing date for the appeal, the Regulating Plan shall be deemed denied by the City Manager and the applicant may appeal to the City Council for review of the Regulating Plan. The appeal to City Council must be made by filing written notice with the Director of Planning within 15 days of the City Manager's decision to deny the Regulating Plan or the expiration of the

City Manager's time for taking action on the Regulating Plan. After considering the Director of Planning's and the City Manager's decisions, the City Council may approve, approve with modifications, or deny the Regulating Plan. If the City Council denies the Regulating Plan, the denial is final. If the City Council does not either approve or deny the Regulating Plan within 30 days of the date the appeal is filed with the City Manager, the Regulating Plan shall be approved.

2.6.3 Modification to an Approved Regulating Plan

2.6.3.1 Transect Zones

Transect Zone boundaries may be modified by Warrant, except where specifically defined by an approved Development Agreement as set forth in Section 2.4.

2.6.3.2 Thoroughfare Assemblies

The location of any Thoroughfare Assemblies shown on an approved Regulating Plan may be shifted in any direction from the locations shown on the approved Regulating Plan by Warrant.

2.7 Site Plan and Building Plan Approval

2.7.1 General

Application for review and approval of a Site Plan and Building Approval shall be done simultaneously and may only be approved in accordance with the provisions of this Section. Any required architectural reviews shall run concurrently with the required site plan and building permit review under this section. Site Plans shall conform to the approved Development Agreement, Regulating Plan, and Preliminary and Final Plats. Approval of civil and utility plans shall not require approval of Site Plans along the adjacent blocks. A Site Plan application is for one or more buildings on a specific block. A Site Plan shall not be required for the submission or approval of a plat or civil engineering infrastructure plans. A separate Site Plan is not required for individual tracts constructing building types in Category 1, 2 and 3, as indicated in Exhibit A: Building Standards, where the same information is submitted with the application for building approval.

2.7.2. Site Plan Approval

For all Site Plans, applications submitted for approval shall include the following information and documents and demonstrate compliance with the approved Development Agreement, Regulating Plan, and any approved plats:

- Proposed building types corresponding to the criteria in **Diagram A: Building Standards**;
- Build-to Line in accordance with the respective frontage standards;
- Delineation, by type, of proposed streets, alleys, mews streets, public easements, buildings, parking areas, and landscaped areas;
- All proposed encroachments in right-of-way (ROW) or easements;
- Schematic exterior building elevations indicating materials, colors and other architectural features (as may be required);
- Identification of protected trees and tree clusters as defined in the Code of Mansfield, Texas, and those that that are to be preserved;
- Landscape and streetscape areas identified;
- Identification of Terminated Vista Locations; and
- Warrants, if any (any variation to this Section's standards must be specifically requested).

2.7.3. Building Plan Approval

This Section sets forth the standards that are applicable to the development and modification of buildings and other elements of the built environment within the private lot.

For all Building Categories, building plans submitted for approval shall demonstrate compliance with:

- Thoroughfare Assemblies;
- Lot standards;
- Building orientation;
- Building height and configuration;
- Frontage standards;
- Building Use;
- Parking standards;
- Landscape standards;
- Signage standards;
- Building materials and configurations; and
- Warrants, if any.

Once a building permit is approved it shall be considered complete and approved. Any subsequent applications for building permits for a building, or any parts of a building, with an approved permit shall only be subject to the standards and regulations in effect when the original permit was approved except for standards and regulations necessary to prevent imminent threats of destruction of property or injury to persons. The review process for any subsequent permits may not consider items already approved in a previous permit, with the exception of addressing amendments or modifications to the applicable building codes, mechanical codes, plumbing codes and other life safety regulations.

2.8 Flexibility

The size and complexity of form-based developments and necessary extended timeframe to complete the development with the intended mix of uses, households, and quality, require that flexibility be incorporated in the entitlements of the district. There shall be three types of deviations from the requirements of this Section: Warrants, Special Exceptions, and Variances. Any requests for Warrants, Special Exceptions, or Variances shall not subject the entire application to review and consideration, but only that portion necessary to rule on the specific issue requesting relief.

2.8.1. Warrants

A Warrant is a modification that allows a practice that is not consistent with a specific provision of this Section that is justified by the intent and purpose of this Section. Except as otherwise explicitly provided for in the rules and regulations set forth in this T, Toll Road 360 Form-based Development District, a Warrant may only be requested to allow for one or more of the following practices:

- Dimensional Requirements for Building Setbacks. A property owner or a developer may request a Warrant for a modification of up to 10 percent of the required building setback as provided for in this T, Toll Road 360 Form-based Development District.
- Amendments to Approved Regulating Plans. A property owner or a developer may request a Warrant for a Modifications to an approved Regulating Plan to increase by up to a maximum of 10 percent of the transect zone area.

- Modifications to Approved Site Plans. A property owner or a developer may request a Warrant for modifications to increase by up to a maximum of 10 percent the lot coverage or other area measurement provided, however, that a Warrant shall not be considered for decreasing the minimum height of a multi-family residential building.
- Modifications to Approved Thoroughfare Alignments. A property owner or a developer may request a Warrant for modifications to shift Thoroughfare alignments.
- Modifications to Building Materials and Configurations. A property owner or a developer may request a Warrant for relief from the Building Materials and Configurations found in Article 8.

The Director of Planning shall have the authority to administratively approve or deny a request for a Warrant. The Director of Planning's decision to deny a Warrant may be appealed to the City Manager or his / her designee within 30 days of the Director of Planning's decision. The City Manager's decision to deny a Warrant may be appealed to the City Council, and such appeal must be made within 30 days of the City Manager's decision. The City Council may approve, approve with modifications, or deny a Warrant appeal. An appeal of a decision by the Director of Planning or the City Manager shall be filed with the Director of Planning.

The following requirements and standards may not be modified by Warrant:

- The required provision of alleys.
- The minimum building height for multi-family residential buildings.
- The minimum amount of required Open Space.
- Unscreened garages or parking lots.
- The allowable building uses and the specific uses by transect zone.
- The requirement for Commercial Ready Frontages as set forth in Section 4.4.3.1.
- The modification or alteration of any of the terms and conditions set forth in an approved Development Agreement.

2.9 Owners Association

2.9.1 All property must be included in a mandatory Owners Association, which shall be created for the purpose of requiring that the Owners Association will be responsible for the maintenance of the private amenities and common areas within the property in the Owners Association (e.g., screening fences, common areas, parks, amenity centers, landscaping).

2.9.2 The Association Documents must be reviewed for compliance with Section 2.9.1 by the City Attorney prior to the filing of a final plat. The Association Documents shall be submitted in a timely manner to allow for a minimum of 30 days review prior to submission of a final plat application. Failure to submit the Association Documents or submitting incomplete Association Documents may result in delay of construction, acceptance of the subdivision or delay in approval of a building permit. The City does not accept the responsibility for any delays in construction, approval or acceptance of the subdivision caused by the failure to submit the Association Documents or the inaccuracy of the Association Documents. The Association Documents shall be recorded in the real property records for the appropriate County simultaneously with the recording of the final plat.

2.10 Architectural Pattern Book

The T, Toll Road 360 Form-Based Development District regulates the overall mix of uses, building types, Thoroughfares, massing and placement of buildings, relationship of buildings to the streets, general

intensity of development in the Regulating Plan area, allocation of open space, and economic goals of the overall project. A property owner, a developer, or an Owner' Association may prepare or may have prepared on its behalf, an Architectural Pattern Book as part of the Owners Association Documents. An Architectural Pattern Book may be submitted to the Director of Planning for review. The review process is to help guide the structure of the Architectural Pattern Book. The intent of the review is to strive to create an authentic Architectural Pattern Book that will guide design and the construction or modification of well-designed and sensible buildings and landscaping that work together harmoniously, while the individual buildings and their landscaping, themselves, are different, and to identify if the Architectural Pattern Book conflicts with the regulations in this T, Toll Road 360 Form Based Development District. The Director of Planning may only offer advice and recommendations concerning an Architectural Pattern Book.

ARTICLE 3. SITE DEVELOPMENT STANDARDS

3.1. Transect Zone Descriptions

The Transect is defined as a cross-section of the built environment that shows a range of different development lot and block patterns. It is a means for organizing development intensities ranging from the lowest intensity condition to the most urban condition. Each of the three Transect Zones in this T, Toll Road 360 Form-Based Development District envision intentional physical outcomes. Their descriptions are provided below:

3.1.1. T-4 Traditional Neighborhood Transect Zone

The T-4 Traditional Neighborhood Transect Zone consists of primarily residential uses with limited mixed-use in a formal urban fabric. It must have a diverse range of residential building types to provide housing opportunities to a broad range of household types. The setbacks are tight, and landscaping is formal as typically consistent with traditional neighborhoods. Open space is formal and intentionally implanted in the neighborhood to provide walkable destinations.

3.1.2. T-5 Urban Neighborhood Transect Zone

The T-5 Urban Neighborhood Transect Zone consists of dense buildings that may accommodate retail, restaurants, residential, civic uses, and offices. It has a tight network of Thoroughfares, very shallow setbacks, and urban-scaled open spaces. Principal Buildings shall have a minimum height of four stories. Accessory buildings have no minimum height requirement. All parking fields and garages will be in the center of blocks screened by buildings, except for entrance/exit access.

3.1.3. T-6 Urban Core Transect Zone

The T-6 Urban Core Transect Zones will be primarily a high intensity mixed-use area that consists of the greatest height, the greatest variety of uses, and civic buildings of regional importance, an employment and retail area consisting of high-density commercial and mixed-use buildings that can accommodate first floor retail, restaurant, civic and office, as well as a limited amount of supporting multi-family used to screen parking garages on commercial and mixed-use blocks. It has a tight network of Thoroughfares, very shallow setbacks, and urban-scaled open spaces. Streets have street tree plantings and wide sidewalks. Principal Buildings shall have a minimum height of 4-stories. Accessory buildings have no minimum height requirement. All parking fields and garages will be in the center of blocks screened as described in this Section.

3.2. Thoroughfare Standards

3.2.1. All Thoroughfares shall be constructed in accordance with the standards as shown in **Diagram B: Thoroughfare Assemblies**.

3.2.2. Thoroughfare Modification

Modifications to Thoroughfares to accommodate traffic calming, accommodate pedestrian and bike traffic, modify on-street parking configuration, and provide on-street micro-transit facilities, may be approved by Warrant.

3.2.3. All Thoroughfares shall terminate with other Thoroughfares in intersections, as shown in **Diagram C: Intersection Assemblies**, to form a network. Cul-de-sacs are prohibited and shall only be approved on a Regulating Plan by Warrant due to a site constraint. Temporary cul-de-sacs and dead ends may be allowed by right as an intermediate, temporary condition between project phases, but the design must be approved by the Department of Engineering Services and Fire.

3.2.4. Block Definition

All Thoroughfares shall define blocks not exceeding the following perimeter lengths, measured as the sum of lot frontage lines:

- T-4 Transect Zones: 2,100 feet maximum, 750 feet maximum block face.
- T-5 Transect Zones: 2,500 feet maximum, 850 feet maximum block face.
- T-6 Transect Zones: 2,500 feet maximum, 850 feet maximum block face.

For purposes of calculating maximum block length, a block may be defined on one edge by open space, which is not included in the calculation for block face or block perimeter provided that pedestrian connectivity is maintained through the open space. A green street, woonerf, cross-block paseo will qualify as a street in calculating block dimensions.

3.2.5. Utility Placement

- Utility service and distribution lines (public, franchise, irrigation, and private) shall be placed underground within the right-of-way, including traffic lanes and sidewalks, or within an alley containing a utility easement.
- Utilities, franchise utilities, master irrigation, and private utilities shall be allowed in designated easements in open spaces.
- In cases where utility locations shall diverge from typical locations as provided in **Diagram B: Thoroughfare Assemblies**, utilities should be located where they will not prevent planting of street trees or tree lawns to the extent possible.
- Transformers, switchgear, and meters should be installed along alleys in T-4 Transect Zones. In T-5 and T-6 Transect Zones meters should be located in alleys, wherever feasible. The placement of transformers, switchgears and meters may be installed within the right-of-way by Warrant.

3.2.6. Traffic Calming

3.2.6.1. Horizontal Deflection Improvements

Chokers, chicanes, and tapers, are permitted by Warrant.

3.2.6.2. Vertical Deflection Improvements

- Traffic calming improvements that use speed bumps, and speed humps, are not permitted in any Transect Zone.
- Traffic calming improvements that use Speed Tables are permitted by Warrant in T-5 and T-6 Transect Zones. Speed Tables may be integrated into pedestrian crossings at intersections and may be used to integrate open spaces across a street by Warrant.
- The use of Woonerfs as a traffic calming improvement are permitted by Warrant.

3.2.7. Private Use of Public Right-of-way (ROW)

- On-street parking spaces may be converted to an extended patio seating area, retail space or open space by Warrant.
- On-street parking spaces may be allocated as designated parking, storage and charging of micro transit (scooters, e-bikes, etc.) by Warrant.
- Electric car charging stations may be permitted in the right-of-way by Warrant, provided they do not impede required street landscaping, traffic, or pedestrian movement.
- Shore power for food trucks, exterior lighting, and events may be permitted by Warrant in the right-of-way, provided they do not impede required street landscaping, traffic, or pedestrian movement.
- An Owners Association may regulate on-street parking relative to the use of its tenants, residents, and invitees through the use of a license agreement with the City, subject to review and approval by the City Manager or his / her designee.
- Food Trucks and similar uses in the right-of-way may be permitted through a license agreement and/or special event permit subject to review and approval by the City Manager or his / her designee.

3.3. Open Space Standards

3.3.1 Site Requirement

Any area to be designated Open Space shall be shown on the Regulating Plan, preliminary plat, and final plat. A minimum of 15 percent of the total project area contained in a Regulating Plan shall be Open Space. Any single phase may be less than 15 percent of Open Space so long as in the aggregate 15 percent of total site area is met by completion of the last phase of the Regulating Plan. Open Space dedicated to the City may count towards the Open Space requirement. Open Space with minimum size of 2,000 square feet is required within an 800-foot radius of every residential building and commercial/mixed-use block. Open Space meeting the requirements of this Section shall be reviewed and approved by the Executive Director of Community Services as a part of approval of the Regulating Plan. Open space shall conform to a green, a park, a playground, or a square as such are defined in Section 155.073 of the Mansfield Zoning Ordinance for the S, South Mansfield Form-based Development District. Open space shall otherwise conform to the provisions set forth in this T, Toll Road 360 Form-based Development District.

3.3.2 Maintenance of Private Open Space

Any private Open Space and structures thereon shall be maintained by the property owner, the Owners Association, or other owning entity. The property owner, Owners Association, or other owning entity may adopt rules and regulations regarding access, permitted uses, security (i.e., policing) and maintenance responsibilities for the Open Space. Private Open Space not accessible to the public may not count toward the minimum Open Space requirement.

3.3.3 Private Facilities within Public and Private Open Space

Private cafes, beer gardens, recreational facilities, and temporary buildings are allowed to operate within Open Space with the permission of the owning entity. No additional parking is required for these uses.

3.3.4 Public Access

Public Open Space shall be accessible to the public from sunrise to sunset. Pedestrian and / or vehicular access to Open Space shall be provided.

3.3.5 Design Criteria

- All areas designated as Open Space shall be designed with benches, shall provide at least two shade trees for every 300 square feet of area unless otherwise approved by Warrant, and shall be programmed with one or more of the following program elements:
 - Concert space;
 - Farmer’s market;
 - Fountain;
 - Outdoor serving;
 - Performance space;
 - Location for Public Art;
 - Water feature;
 - Waterside staircase;
 - Overhead string lighting;
 - Fire pit;
 - Game lawn;
 - Fandango space;
 - Playground;
 - Dog Park facilities; and / or
 - Shore Power for food trucks and events
- Utility easements shall count towards the Open Space requirement provided they are maintained and at least 50 percent of the length of the easement has a building façade(s) oriented towards the space, for lots with buildings oriented towards the Open Space, such that the easement serves as a visible open space. No more than 50 percent of the Open Space requirement shall be met through utility easements.
- Up to 50 percent of a floodplain area, shall count towards the Open Space requirement provided floodplain Open Space programmed in accordance with a Development Agreement and has at least 50 percent of the length of the floodplain has a building façade(s) oriented towards the space, such that the floodplain serves as a visible Open Space from buildings.
- Up to 50 percent of a detention or retention area, subject to review and approval by the Director of Planning, may be designated as Open Space provided that it is programmed in accordance with a Development Agreement without fencing unless such fencing is included in the Open Space design, and designed in a manner that does not call attention to its storm management function and has at least 50 percent of the frontage of the detention or retention area has a building façade(s) oriented towards the space, such that the area serves as a visible Open Space from buildings.

3.3.6 Building Engagement

Where buildings are adjacent to Open Space, the buildings shall be constructed such that Façades are oriented to the Open Space, Paseo, or trail.

3.4. Urban Site Design

3.4.1. Terminated Vista

Where a Terminated Vista is indicated on a Regulating Plan, a substantial terminating element on a building must be located opposite the axial termination of the Thoroughfare, except as indicated below for the T-4 zones. On larger buildings the required termination will be a segment of façade with a unique character that is properly scaled to terminate the Vista. In T-4 Transect Zones the termination will take the form of an Open Space, a framed Paseo, building, or segment of façade being centered on the axial location.

3.4.2. Cross Block Paseo

Where a cross-block Paseo is indicated on a Regulating Plan, a minimum 20-foot-wide pedestrian access shall be reserved between buildings for the cross-block Paseo. Buildings along a cross-block Paseo must have a Primary or Secondary Frontage. Where there is a capped block end the passage shall be treated as a street corner. Every Paseo must be named on a preliminary or final plat. The term "Paseo" must be incorporated in the name of the passage.

3.4.3. Shared Access

Shared access and / or access easements across parcels are permitted and encouraged. Such easements will be indicated on the Regulating Plan. Shared access easements may be required on the Regulating Plan where the Director of Planning determines the easements are necessary to minimize potential congestion, provide, convenient circulation across adjacent properties, reduce the number of curb cuts and conflict points along a street.

- Commercial development shall be designed to provide for shared access with adjacent commercial parcels.
- Provisions shall be made for connection of pedestrian and vehicle circulation systems with adjacent parcels.
- Vehicular access easements from one lot to adjacent lots and for private driveways within a lot may be provided on the subdivision plat or by separate recorded instrument. Such access easements shall be specifically defined.

3.4.4. Green Fronting Lots

- For platting purposes, not all buildings are required to have public street frontage provided they have access to a Thoroughfare or Open Space. Lots may be accessed from a public street, private street, access easement, alley or a common green using a minimum 5-foot public sidewalk easement.
- Emergency service access may be provided through a dry standpipe in an alley or common green with approval by Warrant.

3.5. Lighting

3.5.1 Intent

Lighting shall be provided to provide a level and consistency of illumination that supports pedestrian activity and promotes safety. The intent of this section is to provide even and glare free lighting throughout the district. The mix of uses requires active management of light levels and color temperatures.

3.5.2 Street Lighting Levels

Lighting levels within public rights-of-way and pedestrian areas will be in compliance with the following foot candle (fc) minimum averages:

- **T-4 Transect Zones:**
 - Residential .25 fc
 - Commercial/Retail 1 fc
 - Institutional and Public Uses 1 fc
 - Parking Areas 1 fc
 - Key Locations Within Public Open Space .5 fc
- **T-5 and T-6 Transect Zones:**
 - Residential 1 fc
 - Urban Flex 1 fc
 - Commercial/Retail 2 fc
 - Institutional and Public Uses 2 fc
 - Public Open Space 1 fc
 - Parking Areas 1 fc
 - Street Intersection 2 fc
 - Street Centerline 1 fc

Light levels along sidewalks may be achieved through a combination of both pedestrian-level lights and building-mounted lighting. A streetlight photometric plan shall be included as part of a civil engineering plan set.

3.5.3. Alley Lighting (T-4 Transect Zones)

Alley lighting shall be located on garage walls facing the alley and will be limited to a maximum of two carriage light fixtures mounted at least 7 feet in elevation, and not exceeding the equivalent of 100 watts each. These lights will be controlled by automatic timers and provide dusk to dawn lighting.

3.5.4. Porch, Arcade, and Colonnade Lighting

Lighting fixtures will be located on walls, ceilings, and overhangs and shall not exceed the incandescent equivalent of 100 watts each. These lights will be controlled by automatic timers and provide dusk to dawn lighting.

3.5.5. Lighting Elements

The following lighting elements will be permitted: incandescent, color-corrected LED, metal halide or halogen, or other similar lighting elements approved by the Director, provided, however, all lighting elements shall be contained in the schedule of approved lighting as shown in the City's franchise agreement with the utility provider. All exterior lights shall not exceed 4,000 kelvin on the light color. Exterior string lights are allowed within the public right-of-way and Open Space if within the above color range. The following lighting elements will not be permitted: cobra head, HID – mercury vapor and sodium vapor, HPS and fluorescent lights. Flood type lights and wall packs are only allowed behind buildings serving parking and loading areas, and they may not be visible to T-4 Transect Zones, Thoroughfares, or Open Spaces.

3.5.6. Streetlights

Streetlights are required and shall be reviewed and approved by the Director of Planning. Streetlights need to conform to the lighting standards included in the schedule of approved

streetlights offered by the electrical provider in reference to the franchise agreement between the utility provider and the City.

3.5.7. Screened Lighting Source

All spot lighting will be focused narrowly on its intended target such as signs.

3.5.8. Civic or Other Similar Uses Lighting

Civic or other similar uses not listed in Section 3.5.2 may have lighting levels approved by Warrant.

ARTICLE 4. LOT AND BUILDING STANDARDS

4.1. Lot Standards

4.1.1 All lots shall either front a Thoroughfare, private street, or an Open Space. The portion of the lot fronting a Thoroughfare, private street, or Open Space shall be designated as its Primary Frontage. A corner lot shall have designated a Primary Frontage along the Thoroughfare, private street, or Open Space and a secondary frontage along the remaining frontage. Any lots, other than a corner lot, fronting more than one Thoroughfare, private street, or Open Space shall have a Primary Frontage on each.

4.1.2 There shall be no minimum nor maximum lot width for newly platted lots, newly assembled lots, or subdivisions of existing lots, as measured along their Primary Frontage, except as provided in **Diagram A: Building Standards**.

4.2. Lot Coverage

Lot Coverage shall not exceed the maximum percentages by Transect Zone, as provided below:

- T-4 Transect Zones: 85 percent maximum (Impervious cover maximum: 90%).
- T-5 Transect Zones: 100 percent maximum.
- T-6 Transect Zones: 100 percent maximum.

Lot Coverage shall be calculated as percentage of building footprint covering a lot and shall not include flatwork, allowed encroachments, and Frontage Types.

4.3. Building Standards

All buildings shall conform to the standards, by Transect Zone, according to **Diagram A: Building Standards**.

4.3.1 Building Orientation

The principal entrance shall be along the Frontage Line in the T-5 and T-6 Transect Zones.

4.3.2 Building Configuration

4.3.2.1 Building height shall be measured in stories for each habitable level above-ground as provided in below:

- Stories are measured from finished floor to finished ceiling.
- For residential functions, all ground floors shall have a minimum story height of nine feet.
- For commercial functions, ground floors shall have a minimum story height of 11 feet and a maximum of 25 feet. A single floor level exceeding 18 feet at the ground floor shall be counted as two stories.

4.3.2.2 Building height is limited to the following maximum heights:

- Four stories in the T-4 Transect Zones.
- There are no limitations on building height in the T-5 and T-6 Transect Zones.

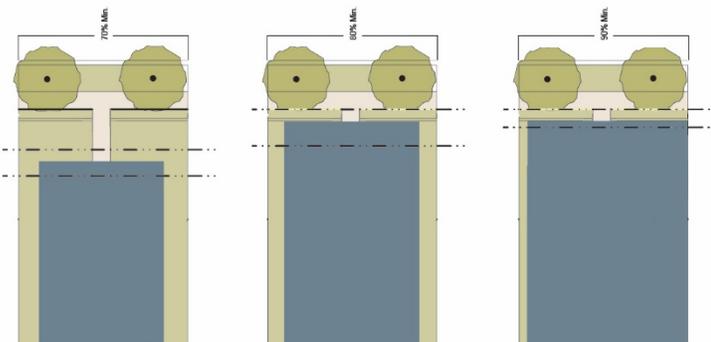
4.3.2.3 Height limits for masts, water towers, belfries, clock towers, chimney flues, or elevator bulkheads shall not count towards building height calculations.

4.3.2.4 Outbuildings are limited to two stories in all transect zones and they shall be no higher than the principal building on the same lot.

4.3.3 Frontage Requirement

All principal building façades, inclusive of porches, courtyards, and similar encroachments, shall occupy the minimum percentage of the required Primary Frontage within the designated Build-to-Line Zone designated in **Diagram A: Building Standards** and included in the Regulating Plan as specified below:

- T-4 Transect Zones: 60 percent min.
- T-5 Transect Zones: 80 percent min.
- T-6 Transect Zones: 90 percent min.



T-4 60% min.

T-5 80% min.

T-6 90% min.

- Buildings in T-5 and T-6 Transect Zones may have more than one Primary Frontage as shown on a Regulating Plan.
- The Director of Planning may approve, by Warrant, reductions in the Frontage Requirement to accommodate for inset or side private yards.
- Frontage Standards for pie-shaped or irregular shaped lots may be modified by Warrant.

4.3.4 Building Entrances

- In the T-5 and T-6 Transect Zones first story residential functions shall have an average finished floor elevation of a minimum of 16 inches above the elevation of the sidewalk for a minimum of 50% of the street frontage, except for Commercial Ready Frontages, Restaurant Ready Frontages, or Urban Flex Frontages. In cases of grading, elevation change, and site condition issues, average minimum finished floor requirements may be waived by Warrant. Minimum finished floor elevations shall be shown on the site plan.
- For retail, restaurant, Urban Flex, and residential buildings: all first-floor units adjacent to a street or Open Space shall have a flush direct entrance oriented to the adjacent street or Open Space. Alternate entrances are allowed from a garage or interior corridor. Lobbies are allowed for access to interior units or other areas of the building.
- Entrances into upper floor residential functions in mixed-use buildings may be at sidewalk grade.
- Lobby entrances for office buildings, hotels, and civic uses are permitted.
- Buildings are permitted to have a lobby as a secondary entrance in addition to the required principal entrance to the street or Open Space.

4.3.5 Additional Building Criteria

4.3.5.1 Bungalow Court

- Individual dwellings shall require Private Frontages as allowed and configured by Transect Zone, and shall be oriented and built in a way to face each other, perpendicularly or at an angle, around a common green or cap the courtyard fronting on a street.
- Parking may be associated with each unit in the rear or onsite in a common parking area; and parking may also be provided off-site if it is located within 800 feet of the Bungalow Court.
- Dwellings may exist on a single lot or be platted separately with addressing from an alley or from the common green.
- Emergency service may be provided through a dry standpipe in the alley or common green with approval of a Warrant.
- Setbacks shall be calculated at the exterior of the lot, not between individual buildings on a common lot.
- No Bungalow Court shall be located within 800 feet of another Bungalow Court.

4.3.5.2 Ancillary Structures

- Ancillary structures such as sheds, storage buildings, animal houses and similar structures shall be less than 200 square feet and less than 12 feet in height.
- Structures less than 8 feet in height may be setback 0 feet from property lines provided they are to the side or rear of the primary building and no portion of the structure crosses the property line.
- Ancillary structures between 8 feet and 12 feet in height shall be setback a minimum of 5 feet from property lines and be in the rear of the primary building.
- Ancillary structures on corner lot lines shall be restricted to placement along the interior side lot line.

4.3.5.3 Outbuildings

- Setbacks: The rear setback shall be a minimum of 5 feet from the rear lot line, and the side setback shall be a minimum of 0 feet from the side lot line.

- Building height shall be limited to 2 stories in all Transect Zones.

4.4. Frontage Standards

Private frontages shall be configured by Transect Zone and shall conform to the requirements provided below.

4.4.1 First Lot Layer Standards

- Lots fronting two or more Thoroughfares or Open Spaces shall utilize frontage types and fences as described in this Section along each fronting Thoroughfare or Open Space.
- Loading docks, service areas, and utility meters are not permitted along Primary Frontages (this does not apply to designated Loading Areas located along a right-of-way).
- At the principal facade of each building, each first story unit shall be provided one of the frontage types described below.
- A front door shall be provided on the street or Open Space frontage.
- Charleston Side Porch building types are a permitted building type. Street entrances are permitted along the side of a Charleston Side Porch building, as long as the porch has a door or gate toward the street.
- In support of pedestrian activity, commercial functions may utilize a portion of the right-of-way for seating, serving, displays of merchandise, temporary signage, or other business-related activities provided there is a minimum 6-foot contiguous clear path maintained within the setback, right-of-way, or any combination of both.
- A dooryard frontage or a stoop frontage shall be provided at the principal entrance of each row house dwelling where fronting on any Thoroughfare or Open Space, including mews streets.
- A dooryard frontage shall be provided at the individual entry of each ground floor dwelling in a multi-family residential building where fronting on any Thoroughfare or Open Space, including mews streets.
- A shopfront frontage shall be required for all ground floor commercial functions, including live-work units. A shopfront frontage shall not be required for lodging functions.

4.4.2 Allowed Encroachments

Allowed Encroachments are amenities to be chosen by an applicant and are allowed by right. Lot area between the Allowed Encroachments and the street right-of-way line shall be maintained as a landscaped area. Allowed Encroachments are allowed up to the right-of-way line in T-4 Transect Zones and allowed into the pedestrian and landscape portions of the right-of-way in T-5 and T-6 Transect Zones.

4.4.3 Regulating Plan Frontage Types:

4.4.3.1 Commercial Ready Frontages

To further the intent and purpose of this Section, the Regulating Plan shall designate Commercial Ready Frontages along all Avenue, Boulevard, and Street Block Faces with a minimum public right-of-way of 43 feet in all Transect Zones. The City Council may grant a reduction in the required amount of Commercial Ready Frontage required by this section, which may be memorialized in the Development Agreement required by Section 2.4 of this T, Toll Road 360 Form-based Development District.

- Commercial Ready Frontages designation requires that a building provide a shopfront at the sidewalk level along each Frontage and that the space be designed and built to

accommodate commercial uses only, and they shall maintain at least a 16-foot floor-to-floor height on the ground floor.

- Secondary entrances are allowed from a garage, corridor, or rear of building.
- The design and layout of the first story floor shall:
 - provide for commercial, retail or restaurants uses.
 - provide for commercial access and ADA requirements.
 - provide for commercial power and gas load needs.
 - provide for accommodation for future restaurant venting and sewage utilities, such as grease traps and interceptors, that are designed into the building.

4.4.3.2 Urban Flex Frontage

- Where Urban Flex frontage is designated on the Regulating Plan, a building shall provide a shopfront façade at the sidewalk level along the designated frontage. These spaces are intended to be built to accommodate either commercial, residential or live/work uses. These uses may be adjacent to each other and are interchangeable over time without limit. The ground floor plate height shall be set to accommodate a minimum 12-foot floor to floor height within primary rooms facing the street. Finished floor elevation may be flush with the sidewalk to provide ADA accessibility. Secondary entrances are allowed from a garage, corridor, or rear of building. At least one restroom per occupancy will meet ADA commercial requirements. Urban Flex space does not require additional future inspections related to the periodic changes of use and are grandfathered under the specific building code under which they were originally built. Once a building permit is approved it shall be considered complete. Subsequent applications for building permits for a building, or a parts of a building, with an approved permit shall only be subject to the standards and regulations in effect when the original permit was approved except for standards and regulations necessary to prevent imminent threats of destruction of property or injury to persons. The review process for any subsequent permits may not address items already approved in a previous permit.
- **Restaurant Ready Flex Frontage.** A subset of the Urban Flex frontages for restaurant uses, which, if used, shall be designed on the Regulating Plan. This frontage type is encouraged to be included at key building corners at the locations of the most promising future activity nodes, and active edges of buildings. This frontage type requires accommodation for future restaurant venting and sewage utilities such as grease traps and interceptors, which shall be designed into the building. At these frontages, a min. 3'x3' shaft intended for exhaust/grease duct shall be incorporated into the building superstructure to accommodate vertical ventilation needs of these spaces. These spaces are intended to be built to accommodate either commercial, restaurant, residential or live/work uses. These uses may be adjacent to each other and are interchangeable over time without limit. The ground floor plate height shall be set to accommodate a minimum 12-foot floor to floor height within primary rooms facing the street. Finished floor elevation may be flush with the sidewalk to provide ADA accessibility. Secondary entrances are allowed from a garage, corridor, or rear of building. At least one restroom per occupancy will meet ADA commercial requirements. Future inspections are not required for periodic changes of use unless plumbing is altered. Buildings are grandfathered under the specific building code under which they were originally built. Once a building permit is approved it shall be

considered complete. Subsequent applications for building permits for a building, or parts of a building, with an approved permit shall only be subject to the standards and regulations in effect when the original permit was approved except for standards and regulations necessary to prevent imminent threats of destruction of property or injury to persons. The review process for any subsequent permits may not address items already approved in a previous permit.

4.4.4 Private Frontage Types

The private frontages are divided into the following types:

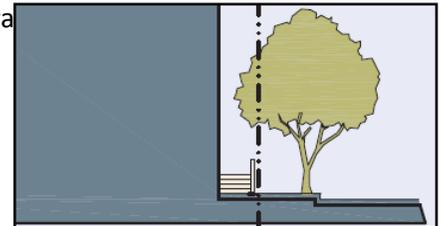
- Yard
- Stoop
- Porch
- Forecourt
- Dooryard
- Shopfront
- Gallery/ Colonnade
- Arcade
- Terrace

4.4.4.1 Yard Frontages

- Permitted by right in the T-4 Transect Zone, and may be approved by Warrant in the T-5 Transect Zones.
- Fences and hedges at frontages shall follow fencing standards in Section 4.6.
- Yards may contain landscaping as permitted by this form-based development district and in Section 155.092.

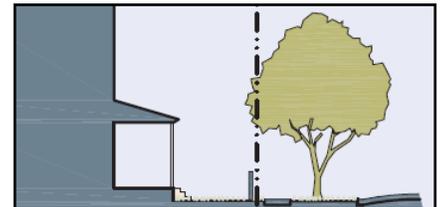
4.4.4.2 Stoop Frontages

- Permitted by right in the T-4, T-5 and the T-6 Tra
- Stoops may encroach into a front or side street setback to within 2 feet of the right-of-way.
- Stoops may be recessed into the façade.
- Stoop entrances are usually an exterior stair and a landing, but it may be recessed into the volume of the building.



4.4.4.3 Porch Frontages

- Permitted by right in the T-4 Transect Zone.
- Fences and hedges at frontages shall follow fencing standards in Section 4.6.
- Porches may encroach into a front or side street setback to within 2 feet of the right-of-way.
- Primary Porches shall be no less than 7 feet deep. Door landings and insets are not regulated as porches. Secondary porches limited in depth by setbacks may be shallower.
- A porch shall be measured from nearest adjacent face of the building to edge of porch foundation.



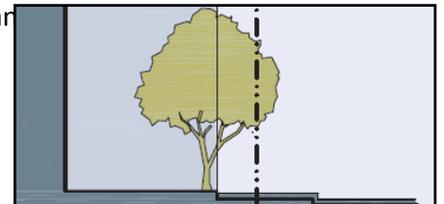
4.4.4.4 Dooryard Frontages

- Permitted by right in the T-4, T-5 and T-6 Transect Zones.
- Dooryard frontages may encroach into a front or side street setback to within 2 feet of the right-of-way.
- Dooryards shall be a minimum depth of 7 feet measured from the face of the building to the front property line.
- Dooryards shall be fenced or walled; and the required fence or wall shall not exceed 36" in height and the design of fences and hedges at frontages shall follow the applicable standards set forth in Section 4.6.
- Dooryards shall have openings or operable gates to the Thoroughfare or Open Space.



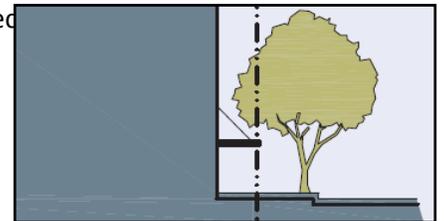
4.4.4.5 Forecourt Frontages

- Permitted by right in the T-4, T-5 and the T-6 Transect Zones.
- Forecourts may recess from the frontage line a maximum of 30 feet. Deeper recesses may be allowed by Warrant.
- Forecourts shall be fronted with building frontages.
- Driveways within forecourts shall be limited to 20 feet in width unless required as fire lane.



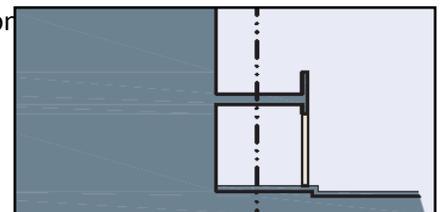
4.4.4.6 Shopfront Frontages

- Permitted by right in the T-4, T-5, and T-6 Transect Zones.
- All shopfronts shall adhere to the shopfront design criteria in Section 8.4.
- Shopfronts may be freestanding or combined with forecourt, gallery, or arcade frontages.
- The principal entrance shall be at sidewalk grade.
- The principal entrance may be recessed up to eight feet in depth from the building façade.
- Shopfronts may be shaded by awnings as provided in below:
 - Awnings are permitted to encroach into the public right-of-way to within 2 feet of the curb.
 - Awnings shall project horizontally from the building façade a minimum of 6 feet.
 - Awnings may be fixed or movable.
 - Awnings shall provide a minimum vertical clearance of 8 feet.



4.4.4.7 Gallery / Colonnade Frontages

- Permitted by right in the T-5 and T-6 Transect Zones and by Warrant in the T-4 Transect Zone.
- Gallery/ Colonnade may encroach into the public right-of-way to within 2 feet of the curb.
- Gallery/ Colonnade shall provide a minimum vertical clearance of 10 feet and project

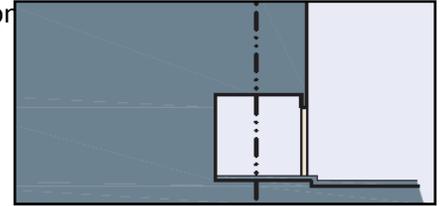


horizontally from the façade a minimum of 10 feet.

- Where Gallery/ Colonnade encroach into the public right-of-way, Street Trees may be replaced with alternative planting by Warrant, and pedestrian streetlights may be replaced with lighting incorporated in the building structure by Warrant.

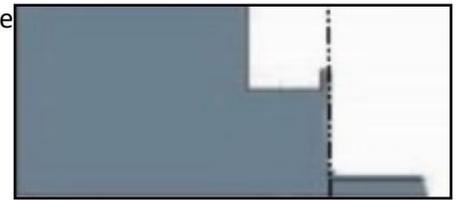
4.4.4.8 Arcade Frontages

- Permitted by right in the T-5 and T-6 Transect Zone
- Arcades may encroach into the public frontage to within 2 feet of the curb.
- Arcades shall provide a minimum vertical clearance of 10 feet and project horizontally from the façade a minimum of 10 feet.
- Alternatives to public planting and public lighting may be used where arcades encroach into the public right-of-way. Where Arcade frontage encroach into the public right-of-way, Street Trees may be replaced with alternative planting by Warrant, and pedestrian streetlights may be replaced with lighting incorporated in the building structure by Warrant.
- A terrace may be combined with an arcade to provide outdoor space for units above the first floor.



4.4.4.9 Terrace Frontages

- Permitted by right in the T-4, T-5 and T-6 Transect Zone
- Terrace frontages may encroach into a front or side street setback to within 2 feet of the right-of-way.
- A terrace may be used to provide outdoor space for units above the first floor.



4.5 Anti-Monotony Standards

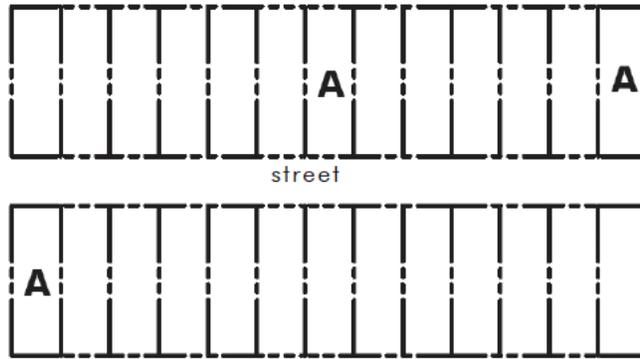
4.5.1 Building Type Variety (T-4 Transect Zone)

A development utilizing the T-4 Transect Zone shall have a minimum residential mix of the following building types as shown in **Diagram A: Building Standards**:

- Minimum of 15% of lots from Category 1.
- Minimum of 15% of lots from Category 2.
- Minimum of 15% of lots from Category 3.

4.5.2 Façade Variety (T-4 Transect Zone)

Buildings within the T-4 Transect Zone will be subject to the following elevation repeat setbacks. Building Plans with the same floorplan and elevation will not be repeated within 5 homes on either side of the building in question nor 5 lots on either side of the lot directly across the frontage street or Open Space, as indicated in the graphic below. Row Houses are not regulated by individual unit façade but by overall building façade. Row House building façades shall not repeat the façade from the buildings on either side or across the street. Row House facades may repeat when used as liner buildings or to create symmetry across an open space, park or parklet.



Note: Houses with the same or similar facade as determined by the Town Architect must be separated by a minimum of five(5) lots unless specifically authorized by the Town Architect.

4.5.3 Anti-Podding (T-4 Transect Zone)

In the T-4 Transect Zone, residential building types will be spread across a neighborhood and not concentrated in large clusters.

4.6 Fencing Standards

4.6.1 General Standards

4.6.1.1 Materials

Allowed materials include fences made of wood, masonry, quality metal in a variety of styles, tubular steel, and quality wrought iron fencing in a modern style without finials. Examples of prohibited materials include chain link, plywood, particleboard, corrugated metal sheets, and other makeshift materials. High quality plastic fencing may be approved by Warrant.

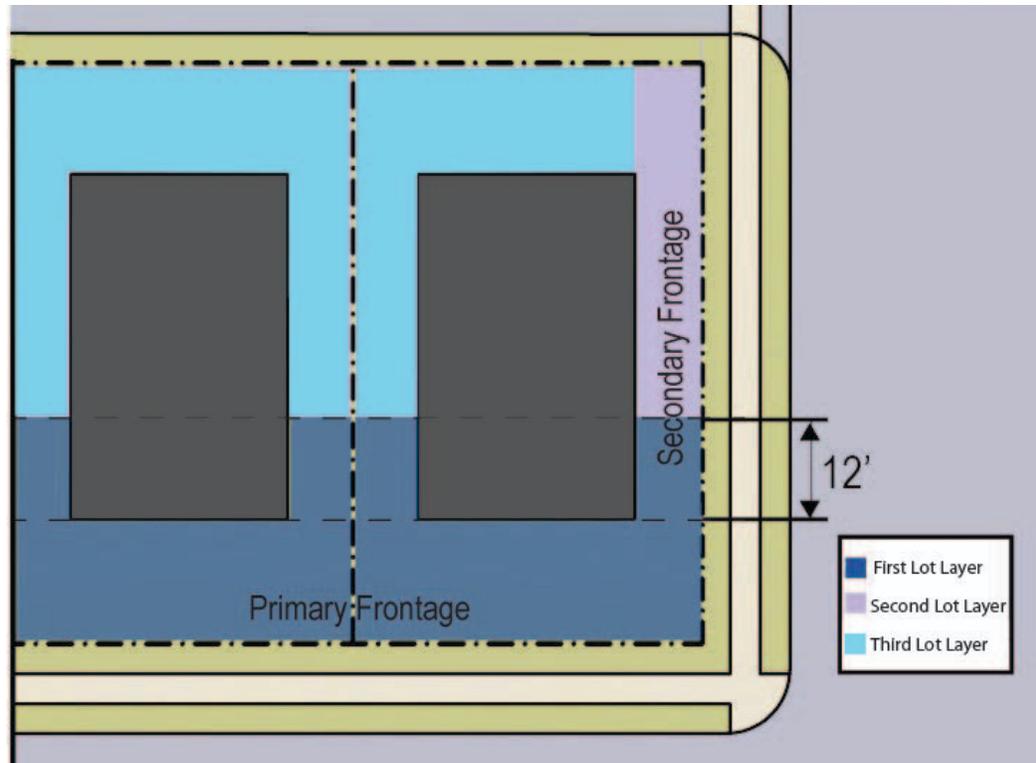
4.6.2 Permitted Fences, Walls, and Hedges

TABLE 1: PERMITTED FENCE, WALL, AND HEDGE STANDARDS

Permitted Fence Area / Purpose	Height*	Minimum Fence Transparency	Acceptable Types/Materials
First Lot Layer: Residential yard facing a front or side street or open space, and within 12 feet behind Build-to-Line between homes.	No more than 40" pickets + 4" for posts. Arbor gateways allowed. Fences shall include planting an adjacent continuous hedge in a minimum 24" wide planting bed alongside street and open space frontages.	25 percent open	Ornamental (metal) Picket (wood) Ranch (wood) Masonry (stone, brick, similar materials) Shrubbery hedge Wood frame wire approved by Warrant. These fences shall center on its posts so the posts are seen from both sides.

<p>Second Lot Layer: Residential side yard 12 feet behind Build-to-Line fronting a street or open space. No closer than the adjacent enclosed portion of a building facing a side street.</p>	<p>No more than 6 ft in height as measured from the ground. 1) Shall include a top cap 2) Shall include a planting hedge in a minimum 24" bed alongside one fence panel at the corner of alleys</p>	<p>When backing or siding to a trail, fence shall be 75 percent open excluding columns.</p>	<p>Ornamental (metal) Picket (wood) Ranch (wood) Privacy (wood) with a fence cap Masonry (stone, brick, similar materials coordinated with associated building) Shrubbery hedge. Ornamental metal or combination metal and wood shall be used in areas adjacent to common open space to promote views. Wood frame wire approved by Warrant All posts shall be oriented towards the inside of the yard.</p>
<p>Third Lot Layer: Residential side yard 12 feet behind Build-to-Line, fence between lots, rear yard, and alley. (Not fronting a street or open space.)</p>	<p>No more than 6 ft in height as measured from the ground. 1) Shall include a top cap 2) Shall include a planting hedge in a minimum 24" bed alongside one fence panel at the corner of alleys</p>	<p>When facing an alley the first panel along an alley, When backing or siding to a trail, fence shall be 75% open excluding columns. When fence is between homes or along alleys fence shall utilize top cap and may be 0% transparent.</p>	<p>Ornamental (metal) Picket (wood) Ranch (wood) Privacy (wood) with a fence cap Masonry (stone, brick, similar materials coordinated with associated building) Shrubbery hedge. Ornamental metal or combination metal and wood shall be used in areas adjacent to common open space to promote views. Wood frame wire approved by Warrant All posts shall be oriented towards the inside of the yard.</p>
<p>Parking area: non-residential and multifamily residential development</p>	<p>No more than 40" pickets + 4" for posts. Fences shall include planting an adjacent continuous hedge in a minimum 24" wide planting bed alongside street, alleys, driveways, and open space frontages.</p>	<p>0%</p>	<p>Ornamental (metal) Picket, lattice (wood) with a fence cap Ranch (wood) Bollard and chain Masonry (stone, brick, decorative CMU, similar materials coordinated with associated building) Shrubbery hedge Wood frame wire approved by Warrant</p>
<p>Development perimeter fences and walls</p>	<p>Where provided, shall consist of brick, stacked stone or hedging subject to review and approval by the Director of Planning, provided that no perimeter fence or wall type shall be permitted along any street or Open Space. Wooden Privacy fences shall be permitted when perimeter is adjacent to another privately owned lot, but shall not be allowed adjacent to a lot owned by an Owner's Association.</p>		

*Higher fences are permitted where required to meet pool enclosure requirements.



4.6.3 Required Fences, Walls, and Hedges

TABLE 2: REQUIRED FENCE STANDARDS

Required fence Area / purpose	Height	Minimum Fence transparency	Acceptable types/materials
Loading area wing wall	Up to the building parapet, height determined in site plan review	Shall be solid	Masonry (stone, brick, decorative CMU, similar or compatible materials, subject to review and approval by the Director of Planning).
	Shall include the same, similar, or compatible materials, finishes and detailing as the host structure.		
Utility substation or facility	6 ft. or sufficient to conceal the substation or minimum height required by the utility provider.	Shall be solid	Masonry (stone, brick, decorative CMU, similar or compatible materials, subject to review and approval by the Director of Planning).

ARTICLE 5. PARKING STANDARDS

5.1 General

The parking requirements shall be determined by the use, as provided below. The parking provided shall include the actual parking spaces provided within the lot and the parking spaces that are along the parking lane corresponding to lot frontages. Tandem parking spaces regardless of configuration shall count towards required parking.

5.2 Off-Site Parking

All required parking shall be on the same lot as the use served, except as follows:

- In the T-4, T-5, and T-6 Transect Zones, up to 100 percent of the required parking may be provided off-site by a parking lot or a parking structure within 800 feet of the subject lot.
- In the T-4, T-5 and T-6 Transect Zones, a liner building less than 31 feet deep and no more than 2.5 stories in height shall be exempt from parking requirements.
- Accessory Dwelling Units on corner lots are exempt from additional parking requirements

5.3 Shared Parking Agreements

Required parking may be provided with shared parking agreements among property owners, tenants, or users. A shared parking agreement shall supersede the single-use parking requirement in Section 5.4. Shared parking standards may be calculated using the 3rd edition (or newer) of the ULI / NPA / ICSC Shared Parking Manual.

- Agreements which share parking between uses with non-conflicting parking demands are encouraged to reduce the amount of land area devoted to parking if the applicant can demonstrate that shared parking is feasible.
- Where different uses create staggered parking demand periods, shared parking calculations among adjacent parcels and uses is permitted to justify reducing the amount of overall cumulative required parking.

5.4 Parking Requirements

For purposes of the T, Toll Road 360 Form-Based Development District, minimum parking spaces shall generally not be required, as described in Table 3: PARKING.

TABLE 3: PARKING

Use	Minimum Parking Requirement
Residential Uses	None except that multiple-family dwellings of 50 or more units that provide off-street parking for residents shall also provide designated visitor parking at a ratio of not less than one visitor space per 50 dwelling units
Lodging, Office, Civic Uses	None
Industrial, Education, and Retail	None
All Other Functions	Parking requirements for other uses not listed in this Section shall be in accordance with the provisions for parking requirements in Section 155.091, Off-street parking and loading standards. Where the provisions in Section 155.091 are silent, the parking requirement shall be determined by Warrant.

5.5 Parking Access

5.5.1 All required parking, except for on-street parking shall be accessed by alleys or private drives.

- 5.5.2 All vehicular entrances to parking lots and parking structures shall be no wider than 24 feet at the Primary Frontage line or the required fire lane width, unless otherwise approved by Warrant. The entry may be wider to accommodate pedestrian access.

5.6 Parking and Garage Criteria

5.6.1 Garages Specific to the All Transect Zones:

5.6.1.1 Single Family Detached and Row Houses

All garages shall be accessed from an alley or private drive located to the rear or side of the lot.

5.6.1.2 Carports

All Carports shall be located in the rear 1/3 of the lot provided they are accessed from the alley or a private drive and shall be architecturally consistent in materials and design to the primary building.

5.6.2 Specific to the T-5 and T-6 Transect Zones:

- All parking lots, parking structures, and surface parking that are not on-street shall be located a minimum of 30 feet behind the property line, or completely screened from view from the public realm of streets/open space, providing there are active interior uses between the parking and the lot frontage.
- Parking lots shall have one tree a minimum of 2.5 caliper inches planted at the head of every fifth parking space. A single tree may serve each side where head-to-head parking rows are provided. The goal of this requirement to mitigate urban heat island effects by shading cars and parking stalls and enhance driver comfort. Portions of the lot that are covered are not required to have tree coverage.
- The top floor of a parking garage is not required to have trees.
- Except where otherwise permitted, parking structures and surface lots shall be screened by buildings along public frontages.
- Parking structures may not exceed the height of the surrounding buildings.
- Openings for driveways to parking shall have primary building frontages on either side of the opening, and/or above the opening. The opening must not exceed 75 feet in width. Any parking structure visible through the opening shall have a façade that is compatible with the adjacent building elevations. If the garage entrance is setback from the primary building façade, the space between the right-of-way and the face of the garage must be configured as an inset courtyard. A single driveway serving a parking structure is allowed on either side of the inset courtyard. If garage inset courtyards are planned on facing blocks they should be aligned and planned as a single space connected by a speed table across the common road.
- Parking lots and garages may be accessed by a minimum 8-foot wide path.

5.7 Bicycle Parking

Bicycle parking shall be provided in T-5 and T-6 Transect Zones pursuant to the following minimum requirements:

TABLE 4: BICYCLE PARKING

Use	Spaces
Office	2 spaces per 10k sf

Residential	2 spaces per 20 units
Retail	1 space per 5,000 sf
Restaurant	1 space per 1,000 sf

5.7.1 Location Criteria

Long Term bicycle parking shall be located in an area accessible from the building it serves and may not be located visible to a public frontage.

Short Term bicycle parking:

- shall be located within a right-of-way, setback, or parkway zone, provided the rack and secured bicycle provide a minimum 6-foot unimpeded clear zone and does not encroach into drivelines;
- may be combined to serve multiple buildings or uses if these spaces are located no further than 300 feet from the building entrance it serves; and
- may be grouped together with no more than 10 short term parking spaces at the same location.

5.8 Commercial Loading and Delivery Areas.

Commercial loading and deliveries shall be allowed as follows:

- Commercial loading areas and deliveries shall be accessed from alleys where available.
- Commercial loading areas and deliveries can be provided in screened loading areas within the footprints of proposed buildings. Doors shall be provided for these loading areas.
- Where alleys are not available, then on-street loading and deliveries are permitted under the following conditions:
 - Loading areas shall be indicated on the Regulating Plan – a network of shared loading areas may be proposed on the Regulating Plan;
 - On-street commercial loading and delivery are permitted only within designated loading zones; and
 - On-street commercial loading and delivery duration may not exceed 30 minutes.

ARTICLE 6. LANDSCAPE STANDARDS

6.1 Landscape Standards

All landscaping shall comply with the provisions set forth herein for this T, Toll Road 360 Form-Based Development District. Where the provisions of this form-based development district are silent on landscaping matters, then the provisions for landscaping for the S, South Mansfield Form-based Development District, found in Section 155.092, Landscaping and screening standards, of the Mansfield City Code shall apply.

6.2 Tree Preservation and Removal

Tree preservation and removal shall follow the standards in Chapter 99, Natural Resources Management, of the Code of Mansfield, Texas. Street Trees shall count towards any tree replacement requirement, subject to approval by the Director of Planning. Existing trees may be replaced, subject to review and approval by the Director of Planning.

6.2.1 Nuisance Trees

Nuisance trees included on the Prohibited Plant List in Section 155.092, Landscaping and Screening Standards, of the Code of Mansfield, Texas may only be removed after tree removal plan has been submitted for review and approval, and a tree removal permit has been issued by the City.

6.2.2 Diseased, Dangerous and Dead Trees

Diseased, dangerous, and dead trees of all species may only be removed after a tree removal plan has been submitted for review and approval, and a tree removal permit has been issued by the City in accordance with all applicable codes, ordinances, and regulations.

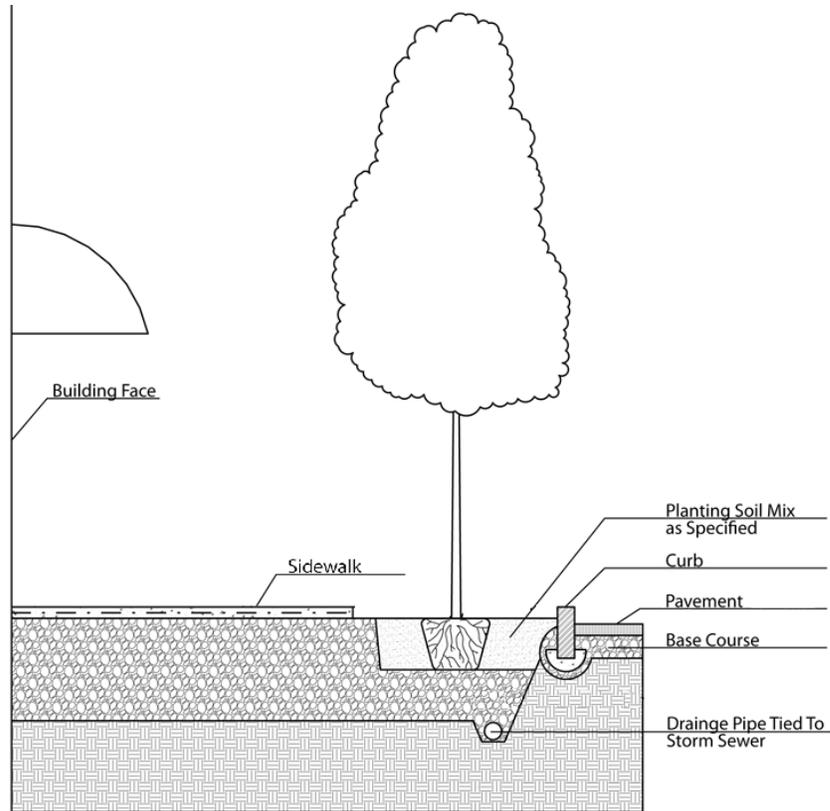
6.3 Street Trees

6.3.1. Street Trees

Street Trees shall be selected from the species list provided in Section 6.3.5 or Section 155.092, Landscaping and Screening Standards, of the Mansfield City Code, and Street Trees shall be planted on center, approximately every 30 feet. Flexibility on planting is permitted to accommodate public and private infrastructure. Street Trees shall be planted prior to the issuance of a certificate of occupancy for any structure on a lot.

6.3.2. Installation Criteria

Street Trees from the Approved Street Tree List in Section 6.3.5 or Section 155.092, Landscaping and Screening Standards, of the Mansfield City Code do not require root barriers or structure soil. Trees planted in tree wells shall generally be installed per the standards shown below. Street Trees in raised planter boxes are also an acceptable planting method for Street Trees in the T-5 and T-6 Transect Zones only.



Planting Detail for Tree Wells

1.3.4. Installation Timing

Street trees shall be planted concurrent with development of an adjacent lot by the developer/ builder of the applicable lot.

1.3.5. Maintenance

The obligation to plant, maintain and replace diseased or dead Street Trees within public right-of-way is the obligation of the adjacent property owner unless the responsibility is assumed by an Owners Association. Replacement trees shall be installed within 30 days of notice from the City. At the discretion of the Director of Planning, the time of year may be a mitigating factor for the allowed time to plant replacement trees.

Street trees must be trimmed to a minimum of 7-foot clearance over sidewalks and parking lanes, a minimum of 10-foot clearance over driveways and parking lots, and a minimum of 14-foot clearance over paseos, fire lanes and travel lanes on streets. The age of tree will be taken into account so early trimming will not result in misshapen trees at maturity.

6.3.5 Approved Street Trees

- Caddo Maple *Acer barbatum* "Caddo"
- Texas Persimmon *Diospyros virginiana*
- Texas Ash *Fraxinus texensis*
- Sweetgum *Liquidambar styraciflua*
- Chinese Pistachio *Pistacia chinensis*
- Texas Pistache *Pistacia texana*

Burr Oak *Quercus macrocarpa*
Chinquapin Oak *Quercus muhlenbergii*
Shumard Oak *Quercus shumardi*
Texas Red Oak *Quercus shumardi* “Texana”
Live Oak *Quercus virginiana*
Pond Cypress *Taxodium ascendens*
Bald Cypress *Taxodium distichum*
Winged Elm *Ulmus alata*
Cedar Elm *Ulmus crassifolia*
Lacebark Elm *Ulmus parvifolia*

ARTICLE 7. SIGNAGE STANDARDS

7.1 General Standards

- Signage may only be externally lit with full-spectrum source, unless otherwise indicated herein or approved by Warrant.
- Direct lighting, back lighting, and halo lighting is permitted.
- One address number will be attached to the building in proximity to the principal entrance, and one address number shall be installed over the garage or the rear entrance of a building.
- Restaurant and retail areas may have a neon (or LED neon facsimile) or special designed exterior sign if approved by Warrant. In considering the Warrant, such items as its artistic value to the district will be considered.
- Signs that exceed the allowed sign area maximum may be approved by Warrant. In considering the Warrant, such items as architectural and artistic value to the district will be considered.
- All signs shall comply with the provisions of Section 155.090, Sign Standards, of the Mansfield City Code for design, construction, and maintenance, except as provided below.

7.2 Prohibited Signs

The following signs will not be permitted:

- Off-Premise signs (unless approved by Warrant for a facility or event of community or regional-wide importance);
- Internally lit sign boxes;
- Injection-molded and back-lit signage of any type;
- Flashing, animated or running light signs;
- Pole signs;
- Portable signs, except Sandwich/A-frame or similar signs in retail areas;
- Digital signs that change images more frequently than once every 30 seconds;
- Balloon and Inflatable Signs;
- Sail or Feather Signs;
- Spray painted and handwritten signs, except window signs applied in a professional manner to the inside of the window using paints; and
- Billboards.

7.3 Sign Types

7.3.1 Roof Signs



Roof signs are allowed by right for Multifamily and Mixed-Use buildings in T-5 and T-6 Transect Zones on buildings within 660' of SH 360 or as approved by Warrant.

7.3.2 Wall Signs

- One Wall Sign will be permitted per occupancy, per street frontage. A single occupancy building may be allowed additional signage by Warrant.
- The maximum size of a Wall Sign will be 30 square feet if located 20 feet or higher above grade and 15 square feet if less than 20 feet above grade.
- There will be a minimum 10-foot distance between Wall Signs (excluding Building Identification Sign or Directory Sign).
- In addition, one Wall Sign, not exceeding 6 square feet in area, will be permitted on any side or rear entrance that is open to the public. Such wall signs may only be lighted during the operating hours of business.

7.3.3 Hanging / Projecting Signs

- Hanging Signs will be a maximum of one per occupancy, per building face.
- Hanging Signs will be a maximum area of 12 square feet per side, per Building Face; and will not exceed 5 feet in width.
- Hanging Signs may be suspended from Awnings, galleries, and arcade ceilings.
- Hanging Signs will be a minimum of 8 feet in distance from the ground to the lower edge of the sign.
- Hanging Signs will have a minimum 15-foot distance between signs.



7.3.4 Vertical Blade Signs

- Vertical Blade Signs will be a maximum of one per Building Face.
- Vertical Blade Signs will be a maximum area of 60 square feet per side, per Building Face and will not exceed 5 feet in width.
- Vertical Blade Signs will be a minimum of 10 feet in distance from the ground to the lower edge of the sign.
- Vertical Blade Signs will have a maximum height so as not to extend above the adjacent wall.
- Blade Signs must be located at the corner of a building adjacent to an intersection unless a Warrant is granted for an appropriate alternative location.





7.3.5 Home Occupation Signs

- Home Occupation Signs of any type are allowed in T-4, T-5, and T-6 Transect Zones.
- Home Occupation Signs will be a maximum of one per residence.
- Home Occupation Signs will be a maximum area of 3 square feet per Building Face and will not exceed 3 feet in width.

- Home Occupation Signs will be mounted on a Building Face, porch, or on a front fence adjacent to or near an entry.

7.3.6 Window Signs

- Window Signs of any type are prohibited in the T-4 Transect Zone but are allowed the T-5 and T-6 Transect Zones.
- Window Signs will not exceed 15 percent of the window area (50 percent for retail and restaurant use).



7.3.7 Building Identification Signs

7.3.7.1 360 Frontage

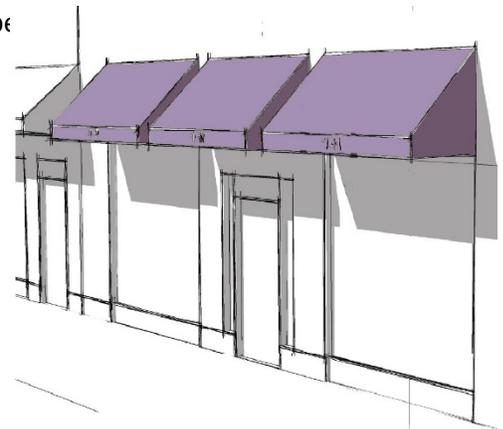
- Building Identification Signs will be a maximum of one per Building Face.
- Building Identification Signs will be a minimum of 20 feet above sidewalk level.
- Building Identification Signs will be a maximum size of 100 square feet.
- Building Identification Signs will be a maximum height of 48 inches for letters or logos.
- Applied letters will be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters will not be permitted.

7.3.7.2 All Other Frontages

- Building Identification Signs will be a maximum of one per Building Face.
- Building Identification Signs will be a minimum of 12 feet above sidewalk level.
- Building Identification Signs will be a maximum size of 25 square feet.
- Building Identification Signs will be a maximum height of 24 inches for letters or logos.
- Applied letters will be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters will not be permitted.

7.3.8 Awning Signs

- Awning Signs will be limited to one per occupancy, per storefront.
- Awning Signs are permitted for ground floor uses only.
- Awning Signs will be a minimum of 8 feet above sidewalk level for pedestrian clearance.
- Awning Signs will not exceed 10 square feet in sign area and will only be located on the face or surface of the awning.
- If acting as the main business sign, Awning Signs will not be in addition to a wall-mounted sign. If an Awning Sign is acting as an auxiliary business sign, it will be located on the valance only, and the height of the lettering will not exceed 8 inches.



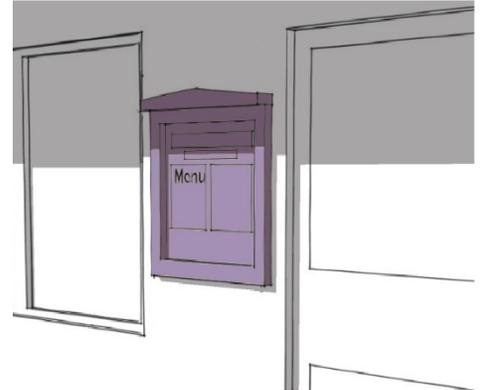
7.3.9 Restaurants and Café Signs

In addition to other signage, restaurants and cafes will be permitted the following and will be limited to one of each type of sign per business:

7.3.9.1 Menu Sign

A wall-mounted display featuring the actual menu as used at the dining table, to be contained within a willow wood or metal case and clearly visible through a glass front.

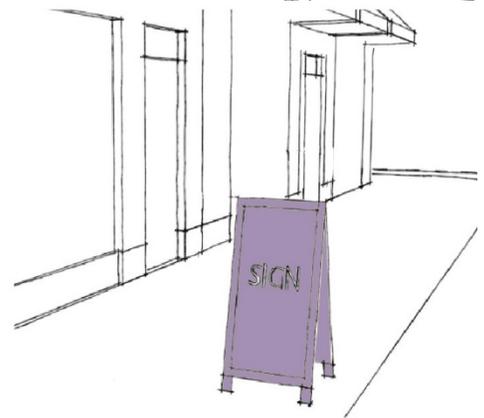
- The display case will be attached to the building wall, next to the main entrance, at a height of approximately 5 feet.
- The Menu Sign will not exceed a total area of 4 square feet and may be lighted.



7.3.9.2 A-Frame / Sandwich Sign

A Sandwich/A-frame sidewalk sign displaying the name of the restaurant, offerings, and hours of operation. A blanket License Agreement from the City to the Owners Association for A-Frame / Sandwich Signs shall be granted for signs that meet the criteria below.

- A-frame signs will not exceed 4 feet in height.
- A-frame signs will not exceed 8 square feet in area per Face.
- A-frame signs may be placed in the amenity zone created by street trees and pedestrian lighting.
- A sign permit will be obtained from the City of Mansfield for use of right-of-way and will not extend closer than one foot from face of curb. A minimum sidewalk width of 6 feet will remain free from intrusion.
- A-frame signs will be limited to one per occupancy.
- A-frame signs will have a temporary duration; they will be permitted during business hours only.



7.3.10 Building Directory Signs

- Building Directory Signs will be limited to one per entrance.
- Building Directory Signs will be located next to the entrance.
- Building Directory Signs will project out from the wall to which it is attached, a maximum of 6 inches.
- Building Directory Signs will not extend above the parapet, eave or building façade.
- Building Directory Signs will not exceed a size of eight square feet.



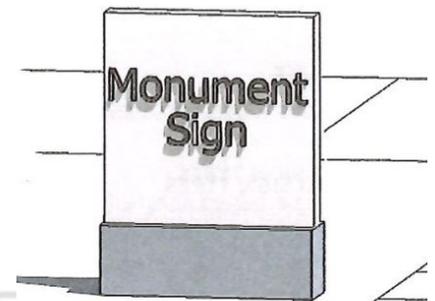
7.3.11 Marquee Signs

- A Marquee Sign is a permanent, roofed structure attached to and supported by the building and may project out over public property and contain signage along its edge. It will only be permitted for movie houses and performance venues.
- Marquee Signs will maintain a vertical clearance over a sidewalk of at least 10 feet.
- Marquee Signs will be no closer than 2 feet from the back of curb of any street.
- The message area may extend the full length of the Marquee Sign.
- The message area will not exceed 8 feet in height.

- The message area will not exceed 200 square feet in area.
- Only 1 Marquee Sign will be permitted per building face.

7.3.12 Monument Signs

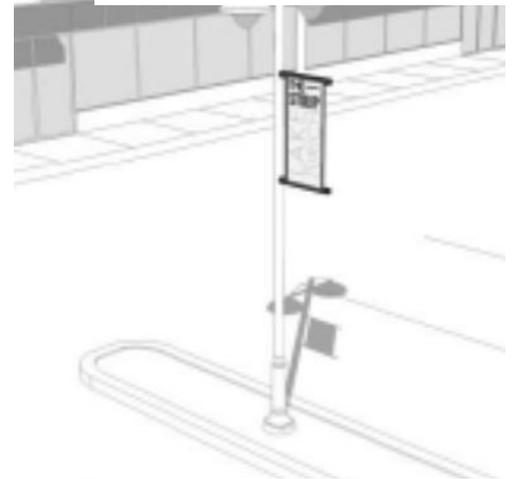
- Monument signs are only permitted along Highway frontages.
- Monument signs will be a maximum of 15 feet in height.
- Monument signs will be a maximum of 75 sq. ft. per sign face.
- Monument signs are permitted to be multi-tenant signs.



7.3.13 Light Pole Banners

A Blanket License Agreement from the City to the Owners Association for Light Pole Banners may be granted provided the banners meet the criteria below.

- Light pole banners will be a maximum of 10 sq. ft. per sign face.
- Light pole banners will be limited to one or two per light pole
- Light pole banners will be limited to publicize special districts, community wide events, holiday celebrations, public art, and other city sponsored events.



7.3.14 Banner Signs

May be approved by Warrant for a temporary period not to exceed 14 days.

7.3.15 Wayfinding Signs

Wayfinding signs will be uniform in material and color to create a sense of place in a neighborhood. Wayfinding signs are permitted in the right-of-way.



7.3.16 Murals

- Murals are not considered signs.
- Painted murals shall not include any copy for contemporary brands or service providers.
- Painted murals may include copy related to the district, lifestyle, or historic brands.
- Painted murals shall be stylistically compatible with the style of the building it is affixed.
- Murals may be approved by the Owners Association. If outside the purview of the Owners Association, Murals may be approved by Warrant.

7.3.17 Curated Signs/Art

Approved by right when approved by the Owners Association. If outside the purview of the Owners Association, may be approved by Warrant so long as it is consistent with adopted cultural plans.

7.3.18 Sales, Leasing and Construction Related Signs

Offsite sales, leasing and construction related signs are permitted by right during a construction period. All other sales, leasing and construction related signs must be approved as a Warrant.

7.3.19 Temporary Signs

Temporary signs are allowed by right during the construction period. In all other cases they shall comply with all the applicable regulations and restrictions found in Section 155.090 of the Mansfield City Code.

7.3.20 District or Neighborhood Signs

These signs will be uniform in material and color to create a sense of place in the district and shall be subject to review and approval by the City Manager.

ARTICLE 8. BUILDING MATERIALS AND CONFIGURATION.

8.1 General

The minimum standards for the architectural design of all buildings pursuant to the provisions under this T, Toll Road 360 Form-Based Development District shall be as provided below. These minimum standards for architecture may be supplemented by an Architectural Pattern Book, provided that the provisions contained in the Architectural Pattern Book shall not conflict with any of the provisions for architecture as set forth herein.

8.2 Building Walls

8.2.1 Materials

- Exterior finish material for building walls may be cementitious fiber board in the T-4 Transect Zones. Cementitious fiber board and wood may only be used as an accent material (i.e., shall not exceed 20 percent of the total building wall area, with each building façade being calculated independently) in the T-5 and the T-6 Transect Zones. Corrugated metal may only be used in the T-5 and the T-6 Transect Zones by Warrant. Brick, cast stone, stone and stucco may be used in all Transect Zones. Exterior insulation and finish systems (E.I.F.S.) and vinyl are prohibited along all building walls.
- Columns (structural and non-structural) along frontage lines shall be “The Five Orders of Columns (e.g., Composite, Corinthian, Doric, Ionic, and Tuscan)” and made of concrete, stone or synthetic materials that have the appearance of concrete or stone.
- Foundations and piers shall be made of brick, concrete, or stone. Other materials may be permitted by Warrant.
- Exposed facias of foundations and piers shall be made of brick, concrete, or stone.
- Structural posts along Primary frontages shall be made of metal or wood, simulated wood, or composite wood, or shall be covered in facias of these materials. Bases for structural posts along frontage lines shall be brick, cast stone, or stone, or shall be covered in facias of these materials, and shall match the adjacent exterior wall.
- Outbuildings along Primary and Secondary Frontages shall be constructed of materials to match the principal building.

8.2.2 Configuration along Primary Frontages

- Where multiple primary exterior materials are used on a single building façade identity, they should be combined horizontally, with the heavier material below the lighter (e.g., stone below brick; brick below stucco; and stucco below cementitious fiber board and wood).
- All brick shall be appropriately detailed and laid to resemble load-bearing construction. All brick shall course exactly to the top, bottom and sides of all wall openings.
- All stone, excluding cast stone, where used, shall be natural rock of the region, shall be laid dry stack or mortared and shall appear to be weight bearing and not applied.
- All stucco shall be 3-coat or equal cement (or masonry) and shall be integral color or painted, and with smooth or sand-finish.
- All exposed exterior wood shall be painted or stained.
- All the exterior walls of a single building (including outbuildings) shall maintain a uniform level of quality in materials and detailing .
- All structural posts along frontages shall be no less than six inches by six inches nominal dimension. Assemblies of posts using several smaller dimensioned posts is allowed by Warrant, as long as they cumulatively exceed six inches of nominal dimension. ■

8.3 Roofs

8.3.1 Materials

- Sloped roofs shall be clad in asphalt shingles, slate, non-injection molded faux slate, terra cotta tile, concrete tile with the appearance of terra cotta tile, and wood shingle. Sloped roof cladding may include metal, provided that it complements an architectural style, is a minimum of .40 inches in thickness to prevent oil-canning, and that it minimizes glare.
- Flat roofs shall be clad in commercial roofing or similar.
- Flat roofs shall be permitted in all Transect Zones.
- Green (vegetated) roofs shall be permitted in the T-5 and the T-6 Transect Zones.

8.3.2 Configuration.

- Where used on a building, sloped roofs along frontages shall have pitched roofs with slopes no less than 6:12. Porches, stoops, and dormers may have shed roofs with pitch no less than 3:12.
- Where used on a building, flat roofs shall be surrounded by a horizontal parapet wall no less than 42 inches high on all sides where the roof deck meets the parapet wall. All flat roofs on residential buildings shall be designed to be activated for private use.

8.4 Openings

8.4.1 Materials

- All windows shall be made of painted aluminum, vinyl, resin, fiberglass, or wood.
- All shutters shall be made of wood, composite wood, or fypon. Other materials may be approved by Warrant.
- Garage doors shall be made of metal or composite wood or wood. Garage door materials may include glass, provided that it complements an architectural style.
- Residential buildings shall have a limit for building façade openings. A minimum of 15 percent and a maximum of 40 percent of an individual building façade may be used for openings (except where ground floor shopfronts are required or provided). For this provision, glazed bays should be considered as a subordinate part of an overall façade identity and not

considered separately. More than 40% of the wall can be provided as openings or a glazed feature if approved by Warrant.

8.4.2 Configuration

- All doors and windows shall be appropriately spaced along a building façade to create a harmonious composition, whether evenly spaced, symmetrical, syncopated, or evocative of a specific style or historic precedent.
- All door and window header heights shall be consistent along a building façade with allowances for changes of grade and expression of a historical architectural style.
- All windows along a building façade identity set along a frontage line shall be rectangular in shape and vertically proportioned, with the exception of transom windows. Windows that are square, ovular, or circular in shape may only be utilized if specific to an architectural style and precedent.
- All windows along a building façade shall be recessed at least three inches in depth in exterior finish material of brick, stone, or stucco; and flush-mounted windows are not permitted.
- Except as otherwise provided, shutters shall be operable and useable. If non-operable, the shutters shall be of proportions which are approximate to an operable shutter for the window. Shutters shall be in louvered panel, solid panel, or board-and-batten style of construction.

8.5 Attachments

8.5.1 Materials

- All balcony floors shall be concrete slab, metal, or wood. A vinyl membrane may be used if not visible from the ground. Exposed facias of balcony floors shall be painted concrete, metal, painted wood, or painted products (such as cementitious fiber board) approximating these materials. Synthetic materials and wood may be permitted provided they have the appearance of the materials noted above.
- All porch floors shall be of brick, concrete slab, pavers, or stone. A vinyl membrane may be used if not visible from the ground. Exposed facias of porch floors shall be painted concrete, metal, painted wood, or painted products (such as cementitious fiber board) approximating these materials. Synthetic materials and wood may be permitted provided they have the appearance of the materials noted above.
- All stoops, including the landing and the exterior stairs, shall be vertically clad entirely in brick, stone, parge coat, synthetic stone or thin brick, or part of a larger building bay or oriel paneled assembly incorporated into the building design, as appropriate to the architectural style as determined by Warrant.

8.5.2 Configuration

- Balconies that cantilever shall be supported by brackets made of concrete beams or profiled sills, or wood beams, or other architectural support of appropriate to the architectural style and scale.
- Bay windows shall extend to the ground or be supported by concrete or wood brackets of appropriate scale. Synthetic materials and wood may be permitted provided they have the appearance of the materials noted above. An Oriel is allowed above the first floor.

8.6 Screening

- 8.6.1** Building mechanical equipment such as electric meters, gas meters, water meters, and transformers and refuse storage shall be visually screened and not located along Primary and Secondary Frontages as permitted by the franchise utility providers.
- 8.6.2** Rooftop mechanical equipment located on low-slope (i.e., flat) roofs shall be fully screened along Primary and Secondary Frontages by parapet walls or opaque screening enclosures both of which shall be at least 12 inches greater in height than the equipment.
- 8.6.3** Outdoor refuse and outdoor recycling collection receptacles shall not be located along frontages. All collection receptacles shall be visually screened on all sides by a solid wall a minimum of six feet in height, and that is constructed of a material matching the adjacent building façade. All access doors into the collection receptacle shall be made of opaque metal matching the height of the solid walls. Lids shall be required on collection receptacles that are not in a roofed enclosure.

8.7 Shopfronts

8.7.1 Materials

All shopfronts shall be constructed of glass, glass block, brick, stone, stucco, concrete, cast stone, synthetic stone, cementitious fiberboard, wood, or custom metal work..

Bulkheads

Shopfronts may have a recessed bulkhead between 18 and 36 inches in height and be constructed of an opaque material compatible with the adjacent building façade.

8.7.2 Openings: Commercial Ready Shopfronts

All Commercial Ready shopfronts shall have openings for display windows and may have transom windows as follows:

- **Display Windows**

Display windows shall cover a minimum of 70 percent of the Commercial Ready Shopfront Frontage wall area between 2 and 10 feet above the adjacent sidewalk.

- **Transom Windows**

Transom windows shall be between 2 and 4 feet in height and may be installed above the display windows. The glazed area over 10 feet shall count toward the minimum required area.

8.7.3 Openings: Urban Flex Shopfronts

All Urban Flex Shopfronts shall have openings for display windows and may have transom windows as follows:

- **Display Windows**

Display windows shall be placed above the bulkhead and cover a minimum of 50 percent of the total building wall area between 2 and 8 feet above the adjacent sidewalk. Urban Flex Shopfront frontages are permitted to be constructed at residential window heights and proportions by Warrant.

- **Transom Windows**

Transom windows shall be between 2 and 4 feet in height and may be installed above the display windows. The glazed area over 8 feet shall count toward the minimum required area.

8.7.4 External Sign Bands

The architectural design of all Commercial Ready Shopfronts shall include a portion of the façade above the windows/storefront of first floor where signs can be placed. This can take the form of a band or identified locations on the spandrels/wall of the building. This is not required in the event of use of transom windows.

8.8 Building Articulation and Architectural Variety

8.8.1 Along Frontage Lines, buildings shall express horizontal articulation and / or vertical articulation with height variations, balconies, bay windows, or through the use of other building projections that are a minimum of 4 feet deep, excluding Private Frontages.

8.8.2 In order to encourage variety in architecture, building facades shall not be repeated along a block face or directly across from a thoroughfare.

8.9 Maximum Building Façade Length and Openings

8.9.1 The maximum length of a façade for a single building or tenant space shall not exceed 300 feet.

8.10 Expression Lines in Mixed-use Buildings.

8.10.1 In mixed-use buildings, ground floor retail functions shall be distinguished from upper floors with an identifiable break or distinguishing expression line. This may include cornice lines, projections or recesses; changes in fenestration; signage bands; transom windows, or changes in exterior finish material.

ARTICLE 9. BUILDING USE

9.1 General

- Building use shall be in accordance with Table 4: Use Table.
- There shall be no minimum nor maximum density restriction.
- The applicable regulations and restrictions as found in Section 155.099, Special Conditions, shall apply.

9.2 Additional Rules and Regulations

9.2.1 Bed and Breakfast:

- Food service shall be provided.
- The maximum length of stay shall not exceed 14 days.

9.2.2 Live-Work Unit:

- The building area for commercial activity shall be restricted to the first story and internal loft areas.
- The front 30' of depth of the ground floor shall not include a bedroom, kitchen or dining area intended for residential use.
- The maximum number of employees, including the business operator, is three. More than three employees may be permitted by Warrant.
- If there are less than three employees, no off-street parking is required.

- If there are more than three employees, the parking requirements for the commercial function shall be determined by Warrant.

9.2.3 Outdoor Private Civic Amenities:

- Food trucks, temporary and seasonal buildings, beer gardens, outdoor cafes, walk-up outdoor movie theaters, game, and sports venues are encouraged.
 - These uses are highly recommended to enhance the civic quality of life and emotional place attachments of a neighborhood.
 - They may be within right-of-way or on either public or private Open Space or land held for future development.
 - They may be a place holder on a future development site.
 - If within a ROW or Public Open Space pursuant a duly approved license.
 - Electric Meters and outlets to support these activities and uses can be located on discrete edges of open spaces provided with landscaping or other screening.
- These uses are intended to attract pedestrian traffic and may use existing on-street parking. There will be no additional parking required.
- No additional permanent restrooms are required. Restrooms may be shared between amenities and nearby buildings.
- These amenities may only be allowed by Warrant. A Warrant awarded to an Owners Association may be awarded without a time limit. A Warrant awarded to any other party shall be limited in duration in proportion to the investment being made.

9.2.4 Retail Building (Under 3,000 Square Feet) in T-4 Transect Zones Only:

- The building area available for retail use is limited to buildings at corner locations.
- The hours of operation for an establishment shall be limited from 7:00 a.m. to 10:00 p.m.
- A food service establishment shall be further limited to seating no more than 30 patrons.
- Retail and Restaurant buildings associated with an Owners' Association amenity space are exempt from these additional rules and regulations.

9.3 Specific Use Permits

- 9.3.1** Functions that require a specific use permit are subject to approval in accordance with Section 155.080 of the Mansfield City Code.

9.4 Prohibited Uses

- 9.4.1** The following specific uses are not allowed in any Transect Zone:

- Adult entertainment or adult-themed business;
- Automotive sales, automotive repair, or automotive service facility;
- Body piercing parlor or tattoo parlor;
- Car wash;
- Check cashing;
- Drive-through facility;
- Gas station;
- Pawn shop;
- Retail sales of tobacco products as a primary use;
- Wholesale business;

- Warehouse Distribution;
- Industrial Fabrication;
- Outdoor storage; and
- Mini-Warehouse.

9.5 Nonconformities

9.5.1 Where buildings exist on adjacent lots, the Director may allow a proposed building to match the setbacks and heights of adjacent buildings rather than the provisions of this Section by Warrant.

TABLE 4: USE TABLE.

THIS TABLE DELEGATES SPECIFIC FUNCTIONS AND USES WITHIN THE TRANSECT ZONES.

	T-4	T-5	T-6
RESIDENTIAL:			
ACCESSORY UNIT	■	■	
BUNGALOW COURT	■		
HOME OCCUPATION	■	■	■
MIXED-USE BUILDING	□	■	■
MULTI-FAMILY RESIDENTIAL BUILDING		■	■
SENIOR HOUSING		■	■
ROW HOUSE	■	■	
SINGLE-FAMILY RESIDENTIAL (DETACHED)	■		
LODGING:			
BED AND BREAKFAST (UP TO 5 ROOMS)	■	□	□
HOTEL (NO ROOM LIMIT)		■	■

OFFICE:			
CO-WORKING SPACE	■	■	■
LIVE-WORK UNIT	■	■	■
OFFICE BUILDING		■	■
RETAIL:			
ARTISAN RETAIL	■	■	■
BEER GARDEN OR POP-UP RESTAURANT	*	■	■
COMMERCIAL KITCHEN	*	■	■
DISPLAY GALLERY	■	■	■
ENTERTAINMENT VENUE	*	■	■
FOOD TRUCK PARK	■	■	■
KIOSK	□ *	■	■
OPEN-MARKET BUILDING	■ *	■	■
PERSONAL SERVICE	■	■	■
RESTAURANT	□ *	■	■
RETAIL BUILDING (UNDER 3,000 SQUARE FEET)	■	■	■
RETAIL BUILDING (OVER 3,000 SQUARE FEET)	*	■	■
TAVERN, BREWPUB, OR DISTILLERY*	□ *	■	■

OTHER: INDUSTRIAL:			
SMALL SCALE CRAFT MANUFACTURING		■	■
TEMPORARY BATCH PLANT	■	■	■
OTHER: CIVIC:			
CONFERENCE CENTER OR EXHIBITION CENTER		■	■
FOUNTAIN OR PUBLIC ART	■	■	■
MUSEUM		■	■
OUTDOOR AUDITORIUM / THEATER / MOVIE THEATER	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
HOA AMENITY CENTER	■	■	■
OTHER: EDUCATION:			
CHILDCARE CENTER	□	■	■
ELEMENTARY SCHOOL	■	□	□
HIGH SCHOOL		□	□
INTERMEDIARY SCHOOL	□	□	□
OTHER: AGRICULTURE:			
COMMUNITY GARDEN	■	■	■
FARMER'S MARKET	□ *	■	■

GARDEN (PRIVATE FRONTAGE)	■	■	■
---------------------------	---	---	---

- FUNCTION PERMITTED BY-RIGHT
- FUNCTION PERMITTED BY APPROVAL OF A SPECIFIC USE PERMIT
- FUNCTION NOT PERMITTED

* Allowed by-right only when associated with or operated by an Owners’ Association.

ARTICLE 10. DEFINITIONS.

This Section provides definitions for terms in this Section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Section, then the existing zoning ordinance definitions shall control. If a term is not defined in either, then the Development Review Committee shall determine the correct definition.

ACCESSORY UNIT: A residential unit not greater than 800 square feet sharing ownership and utility connections with a principal building; and it may or may not be within an outbuilding (SYNONYM: ANCILLARY UNIT).

ALLEY: A private thoroughfare designated to be a secondary means of vehicular access to the rear or side of properties; an alley may connect to a vehicular driveway that is located to the rear of lots providing access to outbuildings, service areas, and parking; and containing utility easements.

ALLOWED ENCROACHMENTS: Any structural element that encroaches, other than a Frontage Type. Allowed encroachments into setbacks and easements may include eaves, gutters, chimneys, utility meters, planter boxes, porches, stoops, bay windows, balconies, terraces, masonry-clad footed chimneys, sunrooms, attached pergolas, garden room, oriels, and colonnades. Encroachments may encroach beyond the build-to line up to the right-of-way. In the T-5 and T-6 Transect Zones, Allowed Encroachments are permitted to project into the public right-of-way to within two feet of the back of curb.

ARCADE: A private frontage principally for retail use wherein the building façade is a colonnade supporting habitable space that overlaps the sidewalk while the building façade at the sidewalk level remains at the frontage line.

ARCHITECTURAL PATTERN BOOK: A graphic and narrative architectural regulatory document which describes how blocks and buildings will be organized vertically, horizontally, proportionally, materially, and by style. It is intended to complement the architectural standards of this form-based development district, and it may also direct wellness, performance, and environmental goals. It may be a public or private document authored, maintained, and managed by a municipal entity or a Property Owner’s Association or Homeowner’s Association. It describes the design intent of all improvements included within a neighborhood.

ARTISANAL RETAIL: A shop in which goods are custom-prepared, displayed, or sold in small quantities that are often one-of-a-kind items. The use may also include the production, incidental storage, display, and sale of such goods or may be a place where a small number of persons are engaged in arts and crafts activities in a class or studio.

ARTISTIC NEON: The use of neon signs in a manner that is creative beyond a modern use of a conventional neon sign or reminiscent of classic/ iconic neon signs.

ASSOCIATION DOCUMENTS: Consists of the Owner’s Association Restrictions and Covenants and related documents required for the creation of an Owners Association.

- ATTACHED GREEN:** An Open Space which is located between a residential property and a street with adjacent homes facing or siding to the open space.
- ATTACHED PERGOLA:** An outdoor structure with columns that support a roofing grid of beams and is attached to the wall of a home or structure often for shade or greenery.
- ATTIC:** The interior part of a building contained within a pitched roof structure.
- AWNING:** A fixed or movable shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafés.
- BACK BUILDING:** A single-story structure that extends to the rear of a principal building and is often connected to an outbuilding.
- BALCONY:** An open air exterior extension of an upper floor of a building, enclosed up to a height of about three feet by a wall or balustrade
- BAY WINDOW:** A window projecting outward typically comprised of three parts, with a larger center window unit and two narrow windows on either side.
- BED AND BREAKFAST:** A lodging type offering 1 to 5 bedrooms and permitted to serve food to guests.
- BLADE SIGN:** A sign that is made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall or suspended from an overhang.
- BLOCK:** The aggregate of all the private lots, open spaces, cross-block passages, and alleys, circumscribed by thoroughfares as the ROW line.
- BLOCK FACE:** The aggregate of all the building façades on one side of a block.
- BUILD-TO-LINE:** Is a fixed dimension shown on a final plat and Regulating Plan within the range of the allowed Build -to-Zone of each building type. Each block face on a final plat must show a Build-to-Line or Build-to-Line Zone. Buildings built along a block face must have their principal building facade on the Build-to-Line in the percentage described herein. It is not a setback. Allowed encroachments are allowed to extend in front of a Build-to-Line. The Allowed Encroachments can be included as part of a structure to comply with the percentage frontage requirement. When several building types share a block face, the dominate building type by frontage dimension shall control.
- BUILD-TO-ZONE:** A range containing the Build-to-Line within which a principal building façade shall be built within. Build-to-Zones are indicated by building type. When several building types share a block face, the dominate building type by frontage dimension shall control.
- BUILDING CONFIGURATION:** The form of a building, based on its massing, on its private frontage, and on its height.
- BUILDING DISPOSITION:** The placement of a building on its lot.
- BUILDING HEIGHT:** The vertical extent of a building measured in stories. Other methods of height, such as feet do not apply.
- BUNGALOW COURT:** A type of residential development which features 6 to 12 small houses that may be detached or may share a party wall with another dwelling, and arranged around a central green on a common lot. Bungalow Courts may be platted on a single lot or individually platted lots. No Bungalow Court shall be located within 800 feet of another Bungalow Court (SYNONYM: COTTAGE COURT). See Diagram 1.



Diagram 1. Photograph of Bungalow Court.

- BY RIGHT:** Characterizing a proposal or a component of a proposal that complies with this Section and is permitted and processed administratively, without a public hearing (SEE VARIANCE AND WARRANT).
- CANAL STREET:** A public or private open space that replaces a street with a canal in a neighborhood structure.
- CHARLESTON SIDE PORCH:** A building type in which a side façade, and not the front façade has a long porch parallel to the side façade. The porch may face the internal side lot line or external side lot line.
- CIVIC:** The term defining not-for-profit organizations dedicated to arts, culture, education, government, municipal government, and recreation.
- COLONADE:** A sequence of columns supporting a horizontal member (often an entablature) that are spaced at regular intervals that can be free-standing or part of a building to define a space.
- COMMERCIAL READY FRONTAGE:** A building shopfront at the sidewalk level, built to accommodate commercial uses. (SEE ALSO: SHOPFRONT)
- COMMERCIAL:** The term collectively defining lodging, office, and retail functions.
- CORNER LOT:** A lot or parcel of land abutting two or more thoroughfares, Open Space, Woonerf, Paseo at their intersection.
- COURTYARD:** A disposition where the building occupies the boundaries of its lot while internally defining one or more private spaces.
- CROSS-BLOCK PASSAGE or Paseo:** A publicly accessible way providing access through a block that is restricted to pedestrian use and limited vehicular access.
- DEVELOPMENT REVIEW COMMITTEE:** The Development Review Committee is comprised of a representative from each of the various departments which have jurisdiction over the permitting of a project as appointed by the City Manager.
- DIRECTOR OF PLANNING:** means the Director of Planning or his / her designee.
- DOORYARD:** A private frontage type with a shallow setback, and front garden or patio, usually with a low wall or a hedge at the frontage line (VARIATION: LIGHT WELL OR LIGHT COURT).
- DRIVEWAY:** A vehicular lane within a lot, often leading to a garage.
- EDGEYARD:** A type of disposition where a building occupies the center of its lot with setbacks on all sides.

- ELEVATION:** An exterior wall of a building that is not along a frontage line (SEE FAÇADE).
- ENCROACH:** To break the plane of either a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.
- ENFRONT:** To place an element along a frontage.
- FAÇADE:** The exterior wall of a building set along a frontage line.
- FAÇADE IDENTITY:** The increment of a primary frontage distinguished from the adjacent façade increments by the use of architectural style, materials, colors, plane, ornamentation, allowed encroachments, etc.. These should be no longer than 300' per primary frontage unless the adjacent façade increment is too small to adequately hold a separate identity. Adjacent corner primary frontages may have the same façade identity.
- FENCE:** A permeable metal or wooden wall, independent of a building, and that is located along a frontage line.
- MOBILE FOOD VENDOR PARK:** A property intended for permanent location for 3 or more food trucks. All such properties shall include required infrastructure and public seating for all food trucks serving guests in the park.
- FORECOURT:** A private frontage wherein a portion of the building façade is close to the frontage line and the central portion is set back.
- FRONT SETBACK:** The distance as measured from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of Allowed Encroachments.
- FRONTAGE:** The area between a building façade and the vehicular lanes and is inclusive of its built and its planted components. A frontage is divided into the private frontage and the public frontage.
- FRONTAGE BUILDOUT:** The percentage of the lot width that is occupied by the building façade within the first lot layer.
- FRONTAGE LINE:** A lot line bordering a public frontage.
- FRONTAGE REQUIREMENT:** A minimum amount of a principal building façade width along a Primary Frontage on the designated Build-to-Line expressed as a percentage of the building facade to the Primary Frontage.
- FUNCTION:** the use or the uses accommodated by a building and its lot.
- GALLERY:** A private frontage wherein the building façade is aligned close to the frontage line with an attached cantilevered shed or lightweight colonnade overlapping the sidewalk.
- GARDEN ROOM:** A room constructed into an Allowed Encroachment with windows to maximize natural light and display views of the outdoors (SYNONYM: SUNROOM).
- GREEN:** A open space for unstructured recreation, and that is spatially defined by landscaping rather than building frontages.
- GREEN STREET:** A public or private open space that replaces a street in a neighborhood structure.
- LIGHT WELL:** A private frontage that is a below-grade entrance or recess designed to allow light into basements (SYNONYM: LIGHT COURT).
- LINER BUILDING:** A building specifically designed to mask a parking lot or a parking structure from a frontage. Provide a finished street wall along shallow frontages.
- LIVE-WORK UNIT:** A mixed-use unit consisting of a commercial function and a residential function. The commercial function is restricted to the first story of the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial function (SYNONYM: FLEX HOUSE).
- LOADING DOCK:** An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.
- LODGING:** A building function available for daily and weekly renting of bedrooms.
- LOT:** A parcel of land accommodating a building or buildings that are under the same ownership.

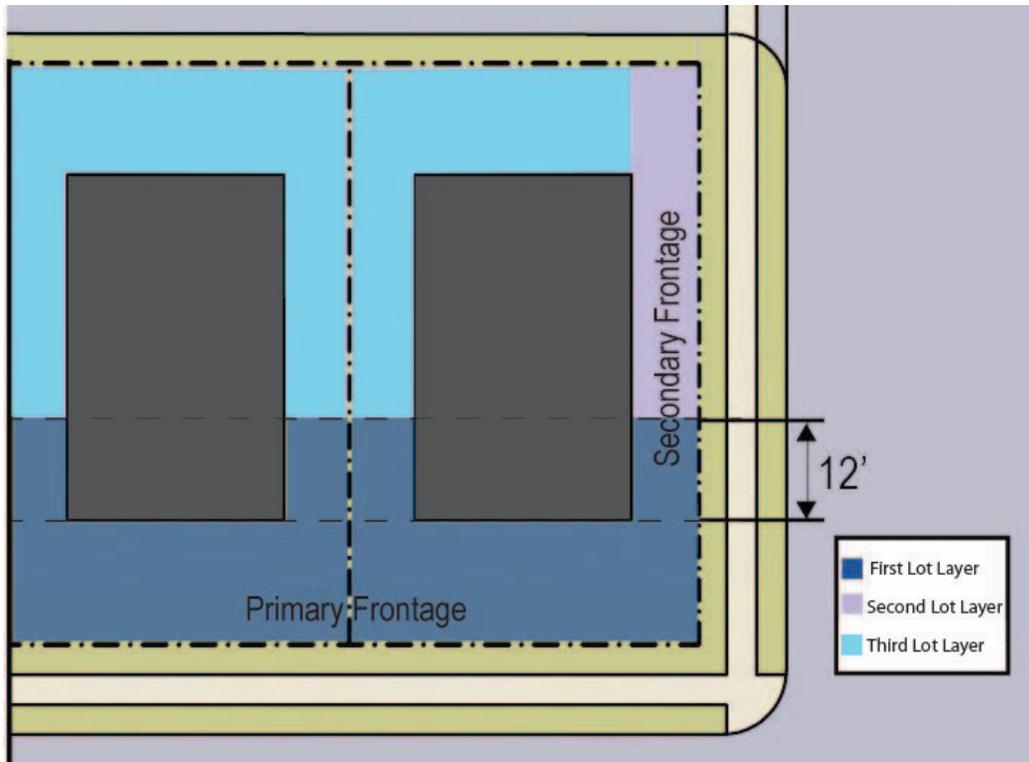
LOT COVERAGE: The percentage of a lot that is covered by buildings and other roofed structures.

LOT LAYER: A range of depth of a lot within which certain elements are permitted to be located.

LOT LAYER, FIRST: The area of a lot that is comprised of the area between the Primary Frontage line and 12 feet behind front Build-to Line.

LOT LAYER, SECOND: The area of a lot that is comprised of the area 12 feet behind the front Build-to Line along a secondary frontage.

LOT LAYER, THIRD: The area behind the outermost rear corner of the primary building and to the rear and side of the primary building.



LOT LINE: The boundary that legally and geometrically demarcates a lot.

LOT OCCUPATION: A category for the area of the lot that may contain buildings, regulated in terms of width and coverage metrics.

LOT WIDTH: The length of the Primary Frontage line of a lot.

MANUFACTURING: The making of articles on a large-scale using machinery.

MIXED USE: Multiple functions that are either located within the same building through superimposition or adjacency.

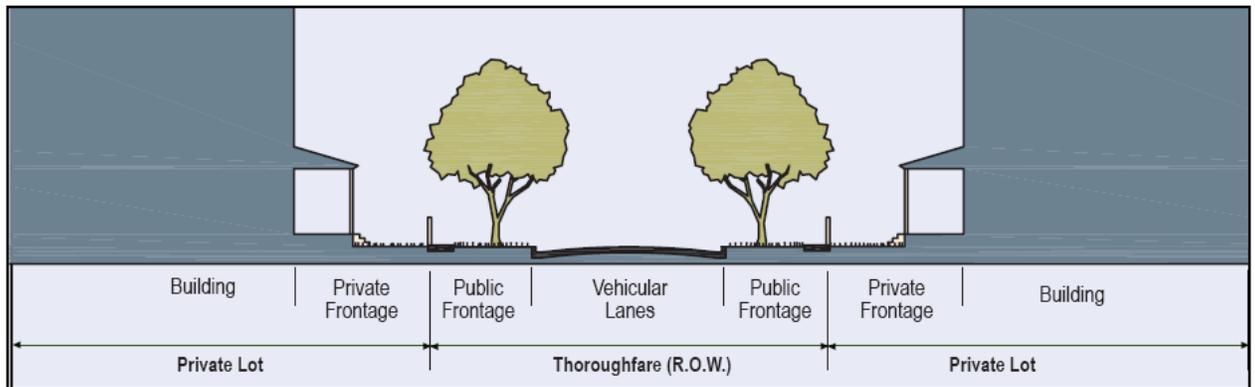
MURAL: Any piece of artwork that is painted, tiled, or otherwise applied directly to an exterior wall.

MULTI-UNIT HOUSE: Building that is single family in design and scale but contain multiple individual units for rental or sale. Maximum of 12 units per building on a single lot. (synonym for co-op house)

NEIGHBORHOOD ARCHITECT: Is the individual(s) or firm(s) employed by an association to create and manage the application of a private Pattern Book within the borders of the association.

NEIGHBORHOOD: Is a term used to describe any settlement with explicit or implied boundaries. It may have a single use or broad mix of uses. It is an emotional term to describe a feeling of belonging in a place regardless of use, ownership, or length of stay. It is an affection of place which translates into long-term sustainability.

- NONCONFORMITY:** An existing function, structure, lot, or site improvement that is in compliance with the zoning regulations that were applicable to it when it was established, and for which all the required permits were issued, but which does not conform in whole or in part to the regulations of this Section. Such nonconformity is legal and may continue except as regulated by this Section.
- OFFICE:** Premises available for the transaction of general business but excluding retail.
- OPEN SPACE:** An outdoor area permanently dedicated exclusively for public use.
- ORIEL:** A singular bay window (or stack of bay windows) that does not reach the ground.
- OUTBUILDING:** An accessory building, which is usually located toward the rear of the same lot as a principal building, and that sometimes may be connected to the principal building by a back building.
- OWNERS ASSOCIATION:** An incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, Developer, or the board of directors or similar governing body, manage or regulate the residential or nonresidential uses within the property covered by the dedicatory instrument. The property subject to a T, Toll Road 360 Form-Based Development District may consist of multiple Owners Associations, whether a master association and subsidiary associations or multiple independent associations, which may be characterized as “Property Owners Associations”, (POA in the singular, POA’s in the plural), or “Homeowners Associations”, (HOA in the singular, HOA’s in the plural).
- PARK:** An open space that is a natural preserve and is available for unstructured recreation.
- PARKING STRUCTURE:** A building containing one or more stories of vehicular parking above or below grade.
- PASEO:** A publicly accessible way providing access through a block that is restricted to pedestrian use and limited vehicular access. Also referred to as a Cross-Block Passage.
- PHASING PLAN:** A plan that shows the delivery of infrastructure necessary to serve development within the Property. Phases shown on a Phasing Plan are not required to develop sequentially. This plan is an element of the Regulating Plan per Section 2.5.1.
- PLANTER:** The element of the public frontage which accommodates street trees, whether continuous or individual.
- PLAZA:** A open space designed for unstructured recreation and civic purposes, and spatially defined by building frontages and consisting of paved surfaces. A piece of civic art may be included as visual terminus. Trees are not often used within the plaza but may be on the edges. If the edge includes an arcade, trees are not allowed.
- PORCH:** An open-air room that is appended to a building, with a floor and a roof, but no walls on the sides facing frontages. A porch is meant to be furnished as occupiable space.
- PRIMARY FRONTAGE:** The frontage designated to be the front façade and principal entrance to the building as well as the measure of minimum lot width (SEE FRONTAGE). In T-5 and T-6 a building taking up a full block may have more than one Façade Identity. Alleys, Mews and Paseos shall not qualify for Primary Frontage definition.
- PRIMARY PORCH:** The porch at the Primary Frontage of a house.
- PRINCIPAL BUILDING:** The main building on a lot, and usually located toward the frontage.
- PRINCIPAL ENTRANCE:** The main point of access for pedestrians into a building.
- PRIVATE FRONTAGE:** The privately held layer between the frontage line and the principal building façade.
- PUBLIC FRONTAGE:** The area between the curb of the vehicular lanes and the frontage line or the lot edge of an open space and the frontage line.



PLAYGROUND: A open space that is designed and equipped for the recreation of children. A playground shall be fenced and may include an open shelter.

REAR YARD: A disposition where the building occupies the full frontage, leaving the rear of the lot as the sole yard.

REAR SETBACK: The distance as measured from the rear lot line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of encroachments.

REGULATING PLAN: A zoning map or set of maps that shows the transect zones, open spaces, thoroughfare assignments, non-conforming districts if any, and Urban Design Requirements if any, of areas that are subject to, or potentially subject to, regulation by this Section.

REQUIRED PARKING: The number of parking spaces needed to accommodate a building or buildings on a single lot according to its function or functions. These may be either on-site, on-street, or remote.

RESIDENTIAL: Characterizing premises available for human dwelling.

RETAIL: Characterizing premises available for the sale of merchandise and food service.

RETAIL FRONTAGE: A frontage designated on a regulating plan that requires or recommends the provision of a shopfront, encouraging the ground level to be available for retail use (SEE URBAN DESIGN REQUIREMENTS).

ROW HOUSE: A single-family residential unit sharing a party wall with another of the same type and that occupies the full frontage line. A Row House consists of two or more units. (SYNONYM: TOWN HOUSE).

RURAL-TO-URBAN TRANSECT: A cross-section of the environment showing a range of different habitats from the most rural condition to the most urban condition. The rural-urban transect of the built environment used in this Section is divided into four transect zones. These transect zones describe the physical form and the character of a place, according to the intensity of its land use and urbanism.

SCHEMATIC BUILDING ELEVATION: An exhibit depicting the design intent of building form, fenestration, and materials. Building materials shall be described as to type and configuration.

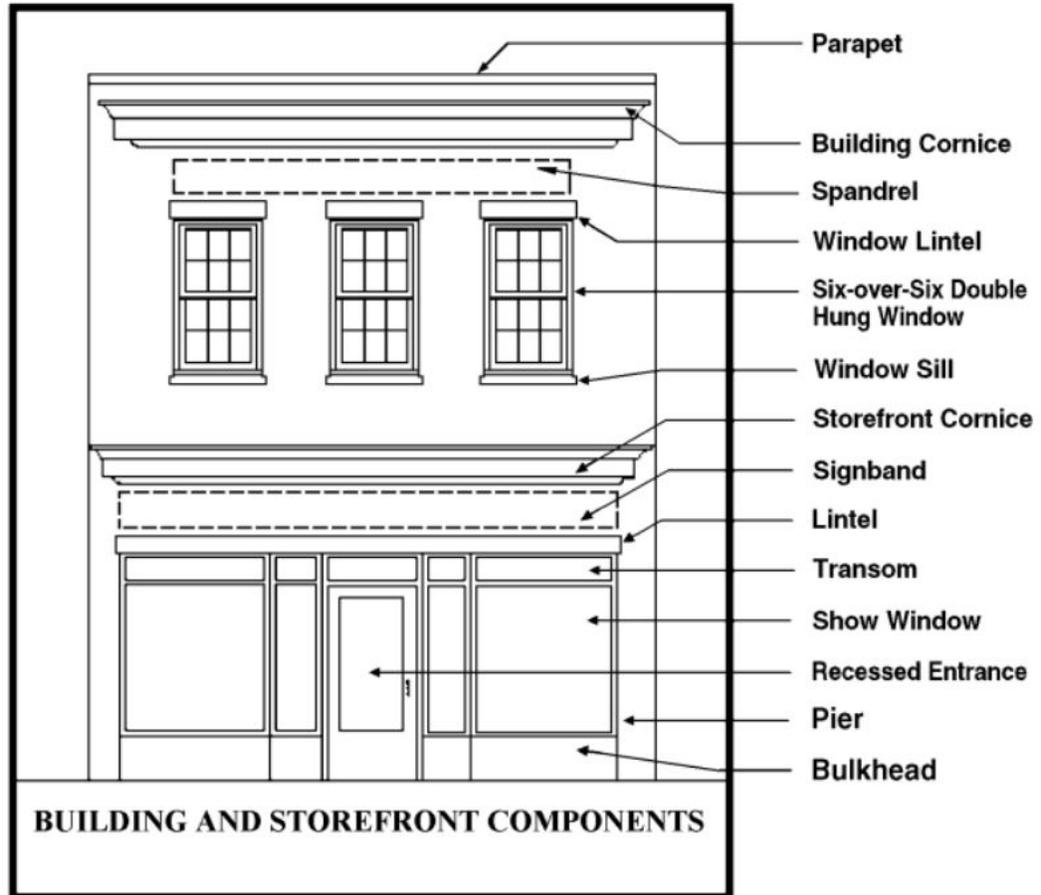
SECONDARY FRONTAGE: On corner lots fronting on streets, open space and Paseos, the private frontage not designated as the Primary Frontage.

SERVICE AREA: The portion of a lot or a building exclusively dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

SETBACK: The area of a lot measured from the lot line to a building façade or a building elevation that is maintained clear of permanent structures, with the exception of Allowed Encroachments (VARIATION: BUILD-TO-LINE).

SHOPFRONT: A private frontage most conventional for retail use with substantial glazing wherein the building façade is aligned close to the frontage line and the building entrance is located at

sidewalk grade. Standards for Shopfronts along Commercial Ready and Urban Flex Frontages are provided in this Section. A Shopfront may include some or all of the building façade elements indicated in the image below, except as otherwise required by the architectural standards of this Section:



SIDEWALK: The paved section of the public or private frontage that is dedicated exclusively to pedestrian activity (SYNONYM: WALKWAY).

SIDE YARD: A disposition where the building occupies one side of the lot with the setback to the other side. If the adjacent building is similar, with a blank side wall, the yard is quite private. May include exclusive-use and maintenance easements.

SIGN BAND: A wall area of a non-residential building built along a portion of a Primary or Secondary Frontage allocated for the placement of a sign above a shopfront or at the cornice. A sign band is integral to the architecture of the building.

SQUARE: A open space designed for unstructured recreation and civic purposes, and spatially defined by building frontages and consisting of paths, lawns, and trees, all formally disposed. May be any shape.

STREET TREE GUIDELINES: Is a primarily graphic document showing the specific placement street trees across all public streets, private streets, green streets, and paseos. It may assign a species or range of species to specific locations in the plan. It will include a table of allowed street trees permitted by this Section. It has a minimum 11"X17" format. It is managed by either a Property Owner's Association or Homeowner's Association.

STOOP: A private frontage that is most conventional for residential use wherein the building façade is aligned close to the frontage line with the first story elevated from the sidewalk for privacy, with

an exterior stair and a landing at the entrance. Stoops are meant to be entry features as distinguished from porches that are occupiable space.

STORY: A habitable level within a principal building and an outbuilding by which height is measured but excluding an attic or a raised basement.

STREETSCREEN: A freestanding wall built along the frontage line, or coplanar with a building façade (SYNONYM: STREETWALL).

SUNROOM: A room constructed with windows to maximize natural light and display views of the outdoors (SYNONYM: GARDEN ROOM).

TERRACE: A private frontage wherein an upper floor building facade is set back from the frontage line by an elevated structure that is an occupiable space.

TERMINATED VISTA: A location at the axial conclusion of a thoroughfare or viewshed.

THOROUGHFARE: A public way for use by vehicular and pedestrian traffic and intended to provide access to lots and open spaces, consisting of vehicular lanes and the public frontage.

TRAFFIC CALMING: A method for using either horizontal deflection methods such as bump outs or chicanes or vertical deflection such as speed tables or woonerfs to slow traffic.

TRANSECT ZONE: One of several areas on a zoning map regulated by provisions of this Section. Transect zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, density, height, and setback requirements, there are other elements of the intended habitat that are integrated, including those of the private lot and building and the public frontage.

TRANSOM: A transverse horizontal crosspiece separating a door from a window above it or a section of façade that may or may not contain a window above the course of display windows.

URBAN DESIGN REQUIREMENTS: Are provisions of this Section that modify or extend specific requirements as designated on a regulating plan or other map for those provisions.

URBAN FLEX FRONTAGE: A building shopfront at the sidewalk level, built to accommodate either commercial, residential or live/work uses. (SEE ALSO: SHOPFRONT)

VARIANCE: A ruling that would permit a practice that either is not consistent with a specific provision or the Intent of this Section.

WARRANT: A ruling that would permit a practice that is not consistent with a specific provision of this Section, but it is justified by its Intent.

WINDOW SIGN: A sign that is plainly visible from the outside of the building and located on either the external surface of the window or within 25 inches of the internal surface of the window.

WOONERF: A pedestrian priority street lacking a change in grade at the curb line. Traffic cartways and/or parking lanes are delineated by the use of bollards. The cartway may be colored and impressed to indicate a change in materials and vehicle passage lanes.

EXHIBIT A: BUILDING STANDARDS

	Name	Lot Widths (min. – max.) (1)	Lot Depth (min.)	Side Yard (min.) (2) (3) (11)	Build-to-Zone Front Street (min.-max.) (10)	Build-to-Zone Side Street (min.-max.)	Rear Setback Alley	Rear Setback No Alley (min.)	Off Street Parking Spaces/ dwelling unit (min.)	Garage Placement	Height in Stories (min.-max.) (4) (5)	Area (SF)/ Dwelling Unit (min. – max.) (9)	Allowed Encroachments Permitted (Sec. 4.4.2)	Accessory Unit Permitted (6)
Category 1	Manor	70'+	120'	5' or 3'/7' split	25'-30'	10'	7'-9' or 17' min.	10'	no min.	Rear	1-2	3000 – No Max	Yes	Yes
	Estate	60'-69'	110'	5' or 3'/7' split	20'-30'	10'	7'-9' or 17' min.	10'	no min.	Rear	1-2	2500 - 3500	Yes	Yes
	Township	45'-59'	100'	5' or 3'/7' split	15'-25'	10'	7'-9' or 17' min.	-	no min.	Rear	1-2	2000 - 3000	Yes	Yes
Category 2 (12)	Cottage	35'-44'	90'	3'	10'-25'	10'	7'-9' or 17' min.	-	no min.	Rear	1-2	1500 - 2500	Yes	Yes
	Casita	25'-34'	80'	3'	5'-10'	5'-10'	7'-9' or 17' min.	-	no min.	Rear	1-2	800 - 1800	Yes	Yes
Category 3	Bungalow Court	60'-no max.	60'-no max.	3'	5'-10'	5'-10'	7'-9' or 17' min.	-	no min.	Rear (parking may be offsite)	1-2	500 – No Max	Yes	No
	Row House Wide (13)	25'-35'	80'	0'	5'-10'	5'-10'	7'-9' or 17' min.	-	no min.	Rear	2-4	1200 – No Max	Yes	Yes
	Row House Narrow (13)	18'-24'	80'	0'	5'-10'	5'-10'	7'-9' or 17' min.	-	no min.	Rear	2-4	850 – No Max	Yes	Yes
Category 4	Multifamily	No min. or max.	No min. or max.	0'	0'-20'	0'-15'	0' min.	10'	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No
	Mixed-Use	No min. or max.	No min. or max.	0'	0'-20'	0'-15'	0' min.	10'	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No
Category 5	T-5 Building	No min. or max.	No min. or max.	0'	0'-20'	0'-15'	0' min.	10'	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No
Category 6	T-6 Building	No min. or max.	No min. or max.	0'	0'-10'	0'-10'	0' min.	10'	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No

Additional Criteria:

- (1) The maximum lot width may be increased by 5 feet on corner lots to accommodate wrap around porches, secondary entries, or other Allowed Encroachments.
- (2) Encroachments over a side property line and easements are permitted for eaves, gutters, chimneys, utility meters and other similar features.
- (3) Rear loaded garages may be attached at the side property line.
- (4) Building Height does not include bonus rooms under roof.
- (5) Row House building height shall be a minimum of 2 stories in the T-4 Transect Zone and 3 stories in the T-5 Transect Zone.
- (6) The habitable area of an accessory unit within a principal building or an outbuilding shall not exceed 800 square feet.
- (7) See Parking Requirement in Sec. 5.4.
- (8) Build-to-Zones, and setbacks are calculated from ROW lines or Open Space property lines.
- (9) Minimum and maximum unit size may be changed by up to 15% by Warrant.
- (10) The Front Build to Zone is permitted to be the least restrictive standard allowed for building types on an individual Block Face to accommodate congruous mixing of building types.
- (11) 3'/7' Split refers to a 10' overall building separation with one side yard being 3' to the property line with the adjacent side yard being 7' to the property line.
- (12) Category 2 building types shall maintain a minimum 6' building separation.
- (13) Row Houses shall maintain a minimum 10' building separation between separate Row House buildings.

DIAGRAM B: THOROUGHFARE ASSEMBLIES

Where in conflict, criteria in the street sections included shall control over design criteria in other applicable City ordinances.

Type	Name on Diagram	Walks	Parkway	Parking Lane	Travel	Median	Travel	Parking Lane	Parkway	Walks	Curb Return Radii	Bulb Outs	Median	AutoTurn Needed	Parking Type (note 7)	Building Type Adjacent	Transect zone	NOTES		
Urban Avenue I	A	120	84	12	0	19	23	12	23	19	0	12	15'	Yes	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Urban Avenue II	A	86	62	12	0	19	12	0	12	19	0	12	15'	Yes	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Urban Avenue III	A	58	34	12	0	8	18	8	0	12	15'	Permitted	No	No	No	P(8') D(19')	Cm, R, UR	T5, T6		
Avenue I	A	86	60	6	7	8	22	0	22	8	7	6	15'	Yes	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Boulevard I	B	98	60	6	7	8	22	12	22	8	7	6	15'	Yes	Yes 12' wide	No	P(8') D(19')	Cm, R, UR	T3, T4, T5, T6	
Boulevard II	B	70	36	6	7	8	10	8	10	8	7	6	15'	Yes	Yes 8' wide	No	P(8') D(19')	Cm, R, UR	T3, T4, T5, T6	
Urban Street I	S	60	36	12	8	10	0	10	8	12	15'	Yes	No	No	No	P(8') D(19')	R	T3, T4, T5		
Urban One Way Street I	SIW	76	52	12	0	19	12	19	0	12	15'	Yes	No	No	D(19')	Cm, R	T4, T5			
Urban One way Street II	S1W	43	20	12	8	12	8	6	5	20' 1 side	Permitted	No	Yes	Yes	P(8') D(19')	Cm, R	T4, T5, T6			
Neighborhood Street I	S	61	40	10	0	19	13	19	6	5	15'	Permitted	No	No	No	P(8')	Cm, R, UR	T4, T5	Needs mid-block choker	
Neighborhood Street II	S	43	21	5	6	8	13	8	6	5	15'	Permitted	No	Yes	Yes	P(8')	R	T3	Needs mid-block choker	
Yeild Street I	S	50	27	5	6.5	8	11	8	6.5	5	15'	No	No	Yes	P(8')	R	T3, T4	Needs mid-block choker		
Yeild Street II	S	54	32	5	6	8	8	0	8	8	6	5	15'	Permitted	No	No	P(8')	R	T3, T4, P	
Neighborhood One way Street I	SIW	60	38	10	0	19	12	19	6	5	15'	Permitted	No	Yes	Yes	P(8') D(19')	R, P	T3, T4		
Neighborhood One way Street II	S1W	40	18	5	6	8	10	8	6	5	25' 1 side	Permitted	No	Yes	Yes	P(8')	R	T3		
Neighborhood Court	C	37	26	5	6	8	18	8	0	0	15	Permitted	No	Yes	Yes	P(8')	R	T3, T4		
Neighborhood One way Court	C1W	35	13	5	6	0	13	0	6	5	15'	Permitted	No	Yes	Yes	None	R	T6 through T3		
Parkway	PW	76	36	6	8	0	18	12	18	0	8	6	20' both sides	No	Yes	No	None	R	T4, T5, T6	
One way Parkway I	P1W	59	31	6	8	19	12	0	0	19	8	6	20' both sides	Yes, 1 side	No	Yes	D(19')	R	T3, T4, T5	
One way Parkway II	PIW	40	12	6	8	0	12	0	8	6	20' both sides	Yes	No	No	None	R	T3, T4, T5			
Edge Street	ES	34	23	5	6	8	15	8	0	0	15'	No	No	No	No	P(8')	R	T3		
Park crossing	PC	46	24	5	6	0	12	0	12	0	6	5	15	No	No	No	None	OS	T3, T4, T5	
Bridge Street	B	46	34	6	0	6 Bike	11	0	11	6 Bike	0	6	25'	No	No	No	None	N/A	Open Space	

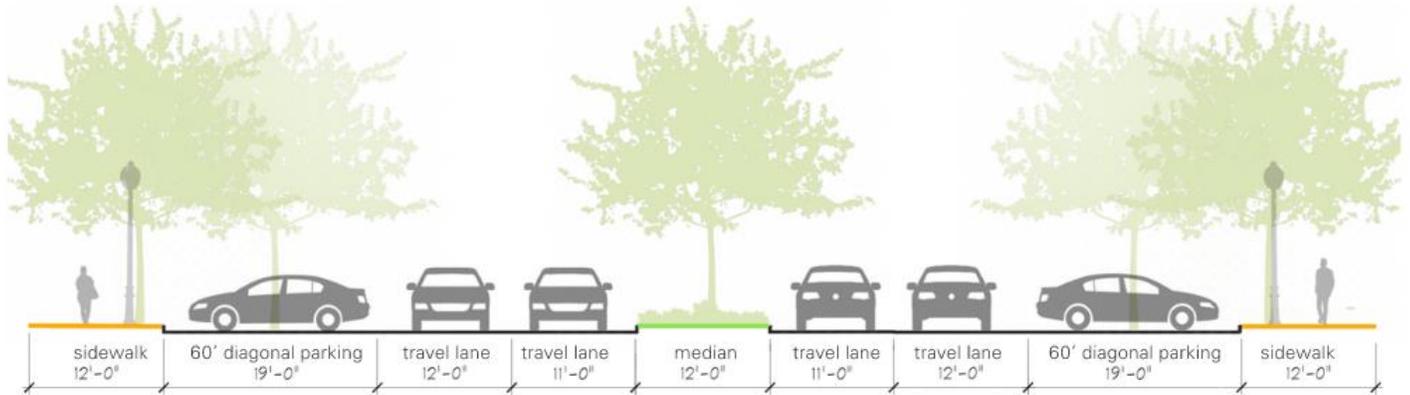
Type					Parking	Parkway	Travel	Parkway	Parking			Curb Return Radii	Bulb Outs	Median	AutoTurn Needed	Parking Type (note 7)	Building Type Adjacent	Transect zone	
Residential Mews	RA	20	16		7' Private	2	16	2	7' Private			15'	No	No	Yes	None	R, Cm	T3, T4, T5	30' clear zone
Residential Alley	RA	14	12		7' Private	2	10	2	7' Private			15'	No	No	Yes	None	R	T3, T4, T5	20' clear zone
Commercial Alley	CA	20	16				20					20'	No	No	Yes	None	Cm	T3, T4, T5	

SPECIAL SECTION: Woonerf, see site specific design.

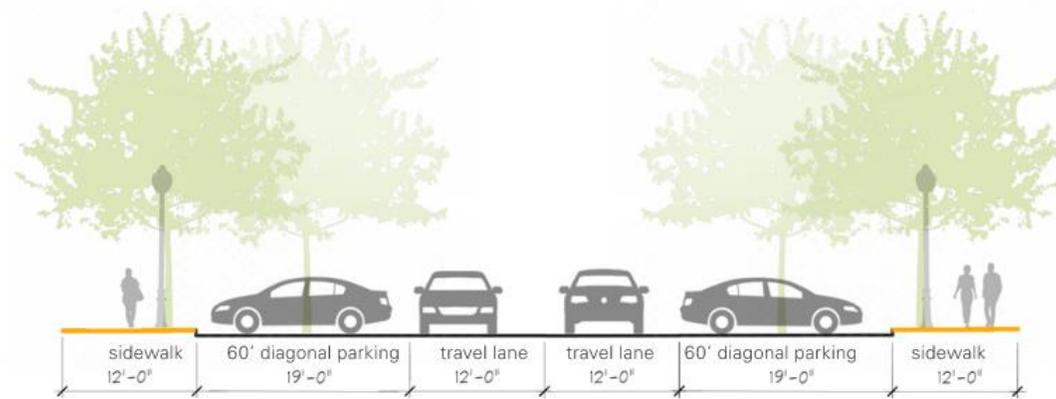
- NOTES:**
- "Permitted" means that if the section is in or adjacent to T4 or T5 bulb outs should be used.
 - An advanced stop bar should be located at least 6 feet in advance of the crosswalk to reinforce yielding to pedestrians.
 - High-visibility ladder, zebra, and continental crosswalk markings are preferable to standard parallel or otherwise noted (T4/T5).
 - Interim curb extensions may be incorporated using flexible posts and epoxied gravel.
 - Accessible curb ramps are required by the Americans with Disabilities Act (ADA) at all crosswalks.
 - Autoturn needed at time of project design to determine geometrics of red curbs. Curb radii may change depending on model results, but shall not exceed 22' radius.
 - P=parallel, D=diagonal 60 degrees Note: for diagonal parking, reverse-in diagonal is allowed.
 - R=residential, Cm=commercial/retail, P=public space w/building, O=Open space, V=varies
 - Trees in curb extensions are to be 3'-6" from travel lane
 - Urban Avenue can convert to Boulevard if insert a minimum 12' median.
 - Diagonal parking in a street section can be convert to parallel Parking and the travel lane adjacent to the parallel parking side can be reduce to 11 ft
 - Minimum lane width at the intersections with bulb-outs shall be 24' for the length of the bulb-out extension from the PCR (point of curb return).

DIAGRAM B: THOROUGHFARE ASSEMBLIES

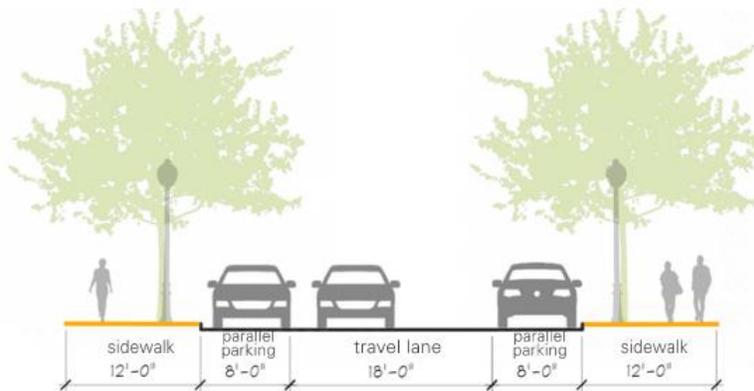
Below are graphic examples of some of the of the sections depicted in the above table, but not every iteration permitted by the table is depicted.



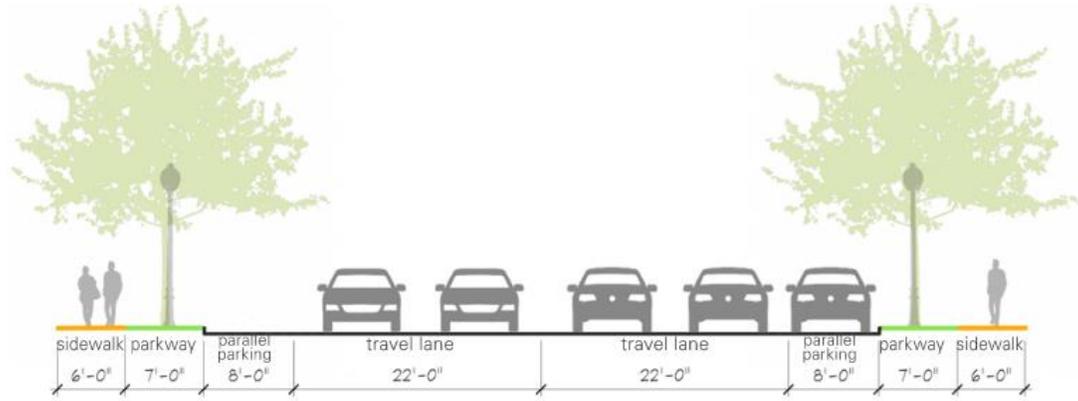
A - 120 - 84
Urban Avenue I



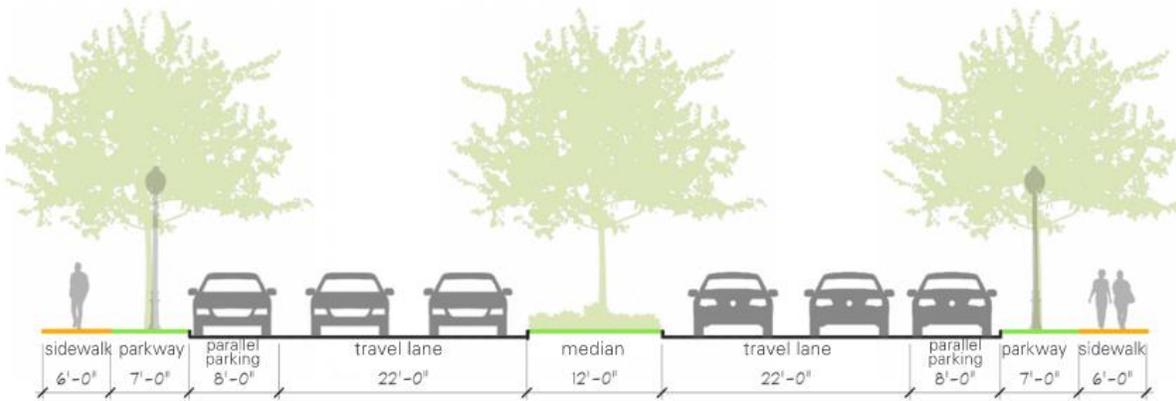
A - 86 - 62
Urban Avenue II



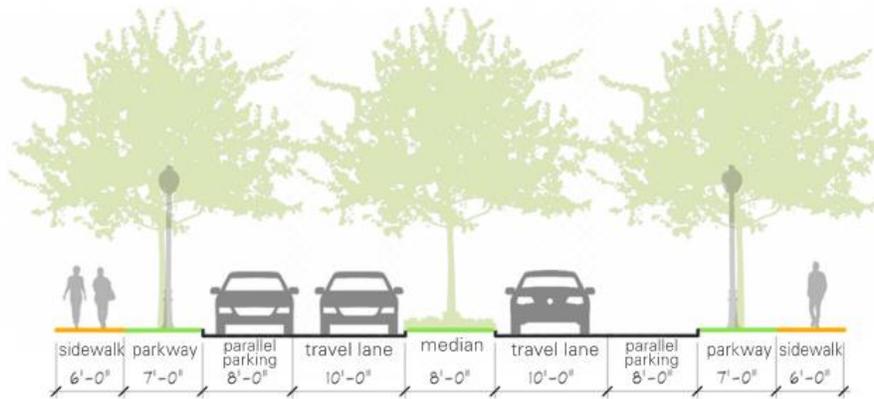
A - 58 - 34
Urban Avenue III



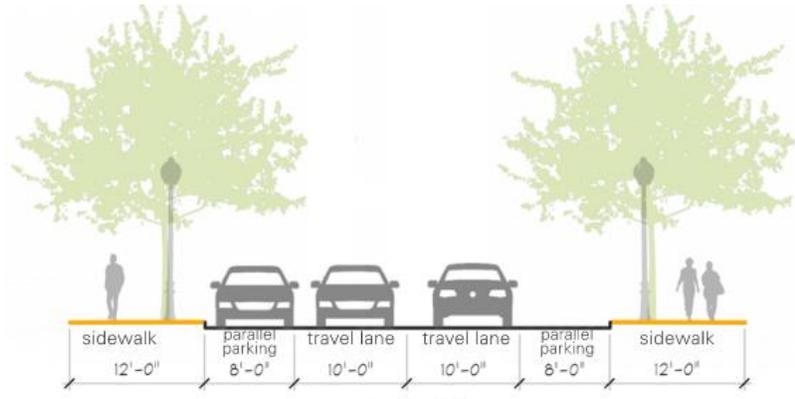
A - 86 - 60
Avenue I



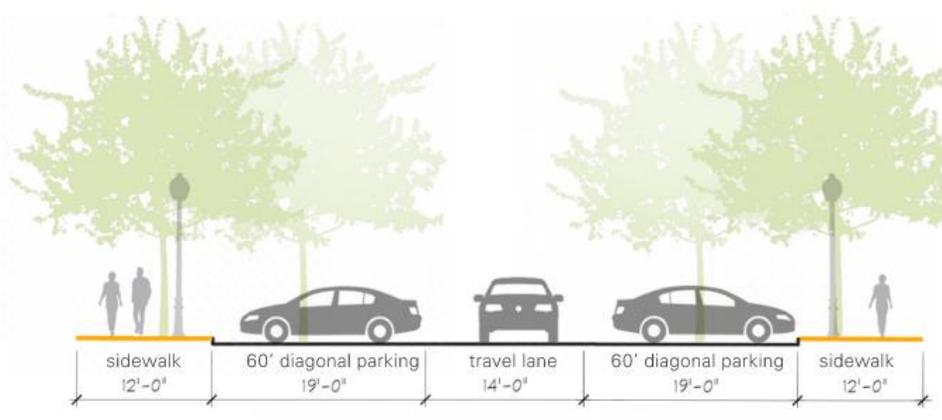
B - 98 - 60
Boulevard I



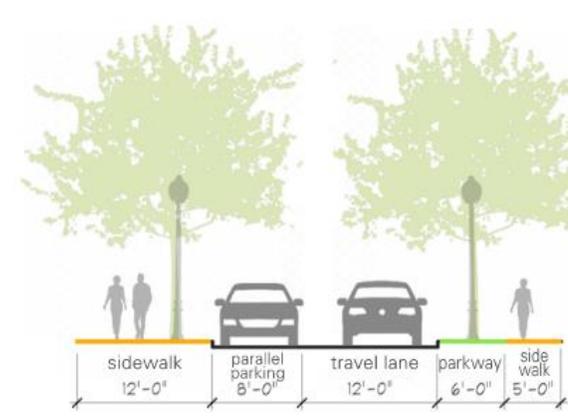
B - 70 - 36
Boulevard II



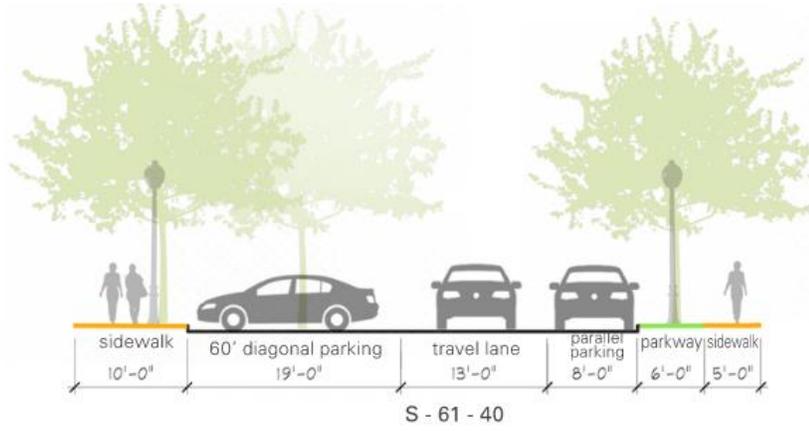
S - 60 - 36
Urban Street I



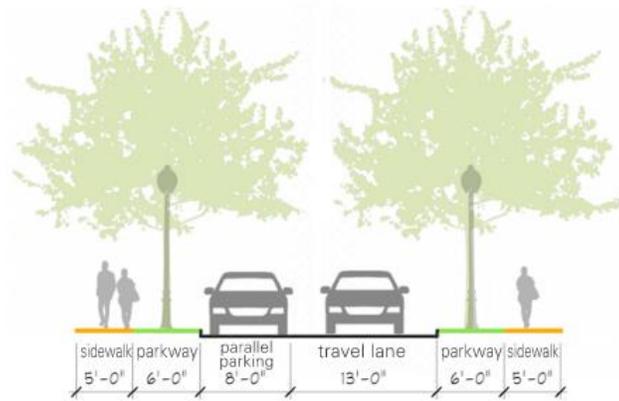
SIW - 76 - 52
Urban One Way Street I



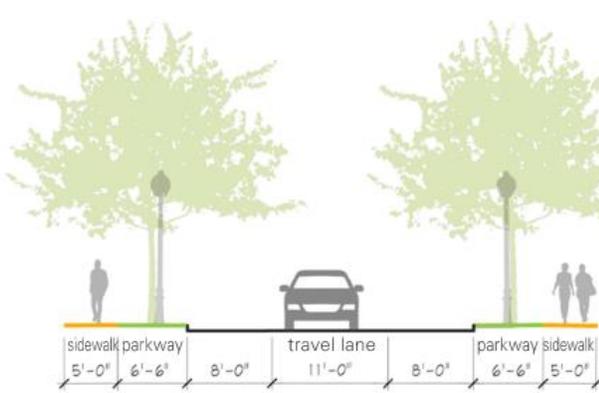
SIW - 43 - 20
Urban One Way Street II



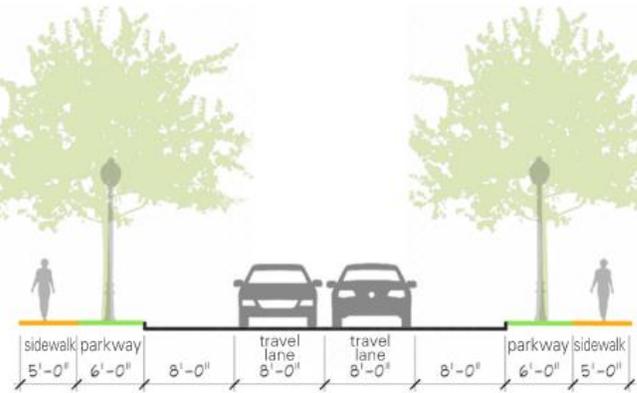
S - 61 - 40
Neighborhood street I



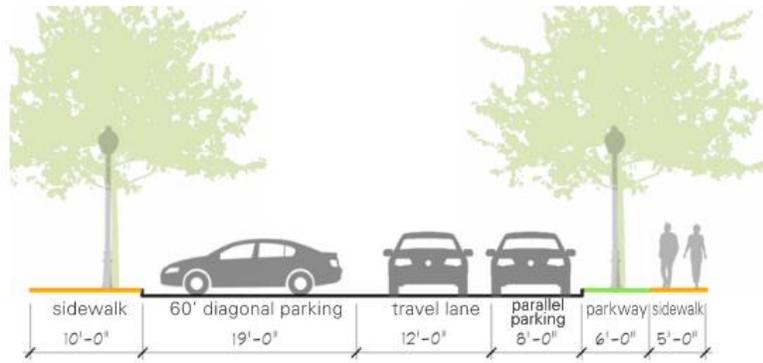
S - 43 - 21
Neighborhood street II



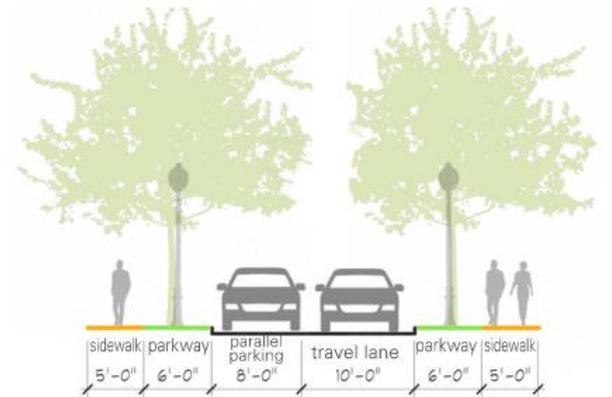
S - 50 - 27
Yield street I



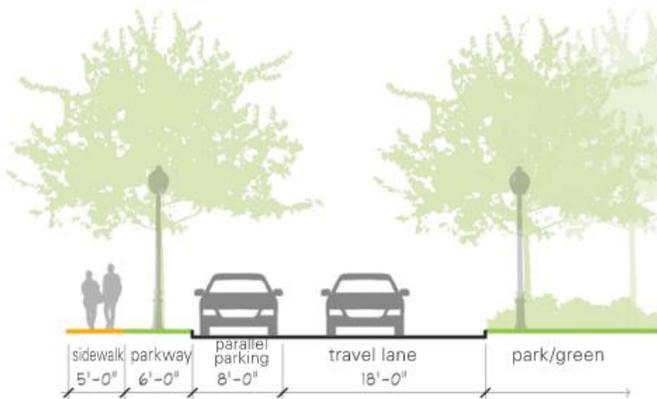
S - 54 - 32
Yield street II



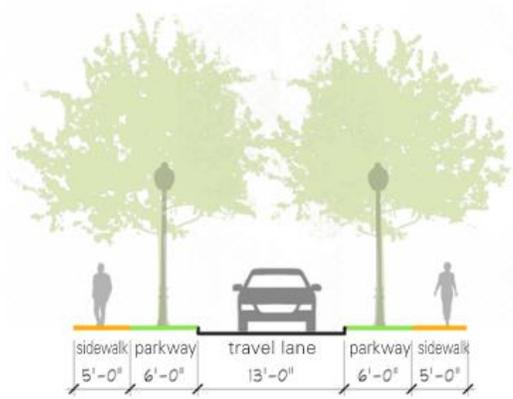
SIW - 60 - 39
Neighborhood One Way Street I



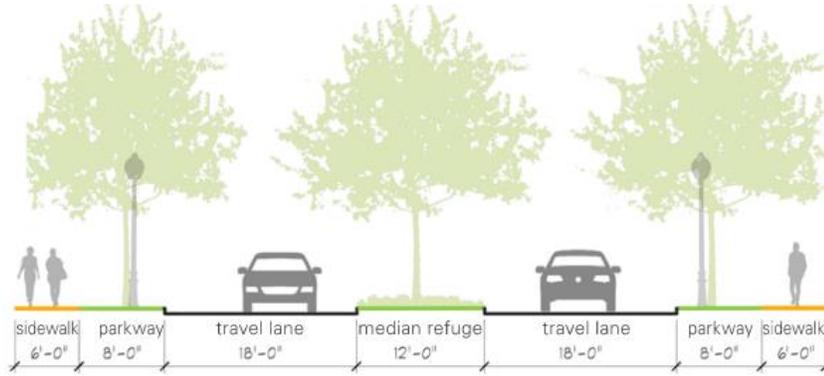
SIW - 40 - 18
Neighborhood One Way Street II



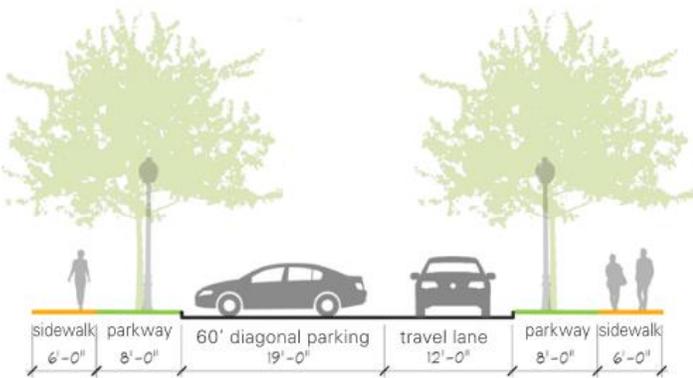
C - 37 - 26
Neighborhood Court



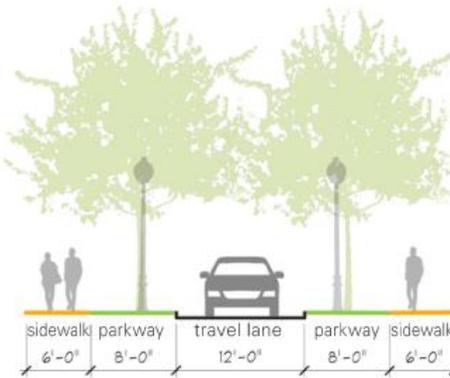
CIW - 35 - 13
Neighborhood One Way Court



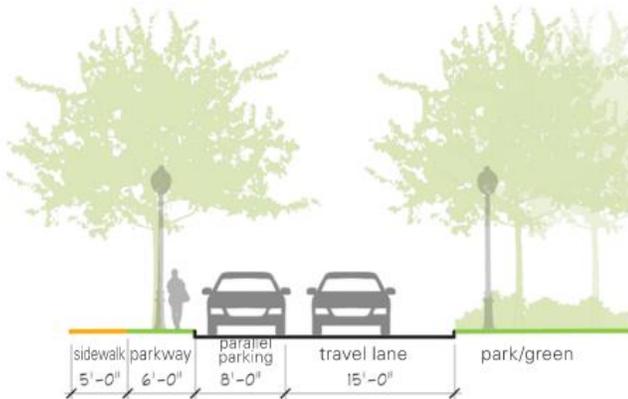
PW - 76 - 36
Parkway



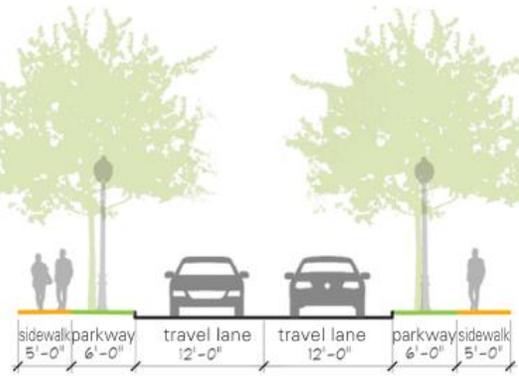
PIW - 59 - 31
One Way Parkway I



PIW - 40 - 12
One Way Parkway II



ES - 34 - 23
Edge Street



PC - 46 - 24
Park Crossing

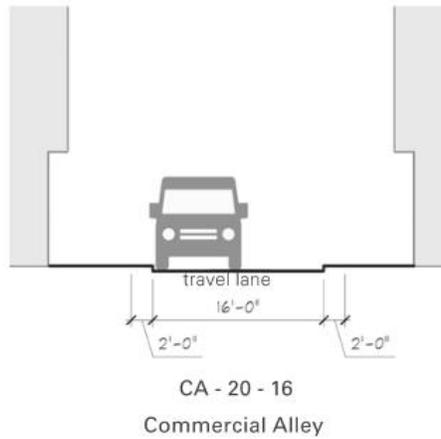
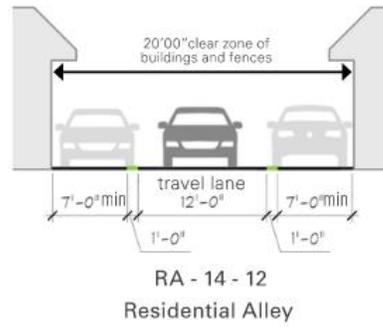
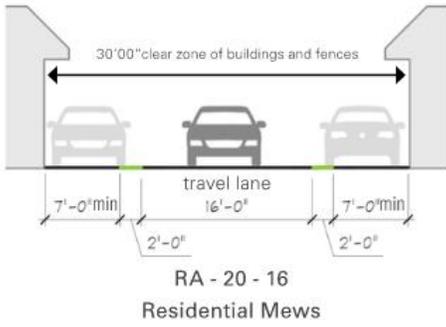
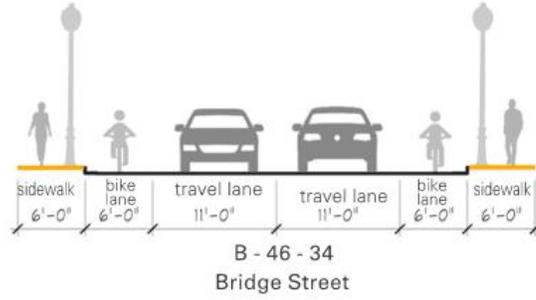


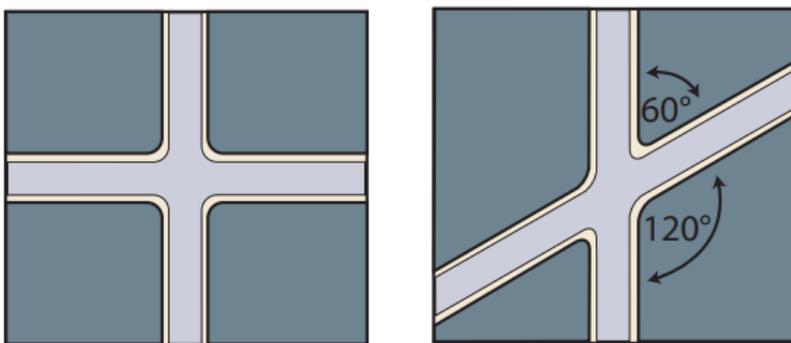
EXHIBIT C: INTERSECTION ASSEMBLIES

Where in conflict, criteria in the intersection assemblies shall control over design criteria in other applicable City ordinances.

INTERSECTION CHARACTERISTICS

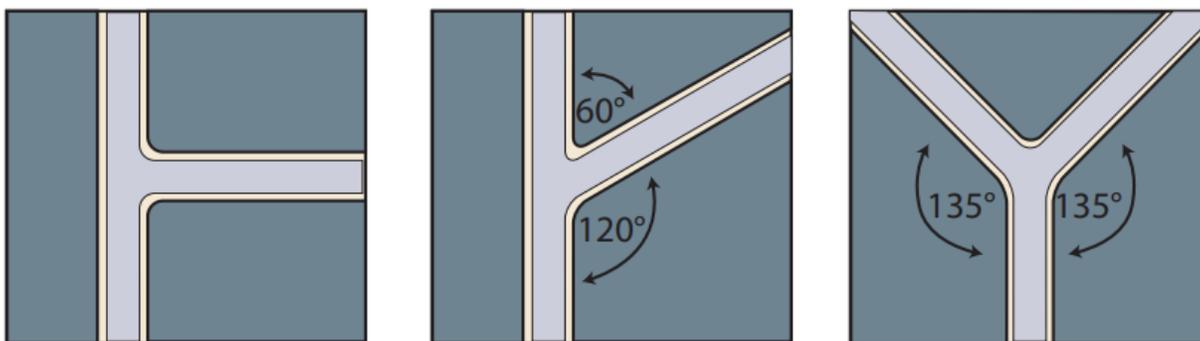
FOUR-LEG INTERSECTIONS

Four-leg intersections can vary from two lightly traveled local roads to a complex intersection of two main roadways. The intersection control can vary from uncontrolled, yield controlled, stop controlled or, for intersections with higher volumes, signal controlled. The type of intersection control varies based on traffic speed, traffic volumes, pedestrian crossing volumes and sight distance. For traffic purposes, intersections function best when designed at 90 degree or perpendicular. However, in urban areas there may be a desire to allow flexibility in intersection approach angles to allow for unique urban design features. This intersection skew should not be less than 60 degrees. If it is less than 60 degrees, then intersection modifications should be implemented to reduce the skew.



THREE-LEG OR T-INTERSECTIONS

Many of the design principles found in four-leg intersections apply to three-leg intersections. Intersection control can vary depending on a number of factors and the intersection skew of a T-intersection should not be less than 60 degrees. For a “Y” intersection the typical approach angles are 135 degrees. These intersections are uncommon but provide urban design features that can add unique architectural and design elements to the area.



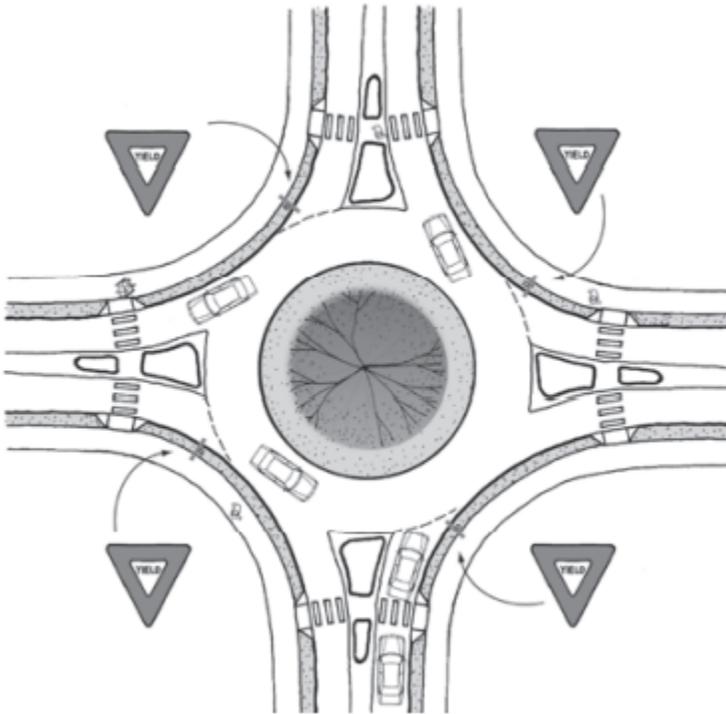
MODERN ROUNDABOUTS

The purpose of a modern roundabout is to increase vehicle capacity at the intersection, slow traffic and reduce the frequency and severity of collisions. They are not generally used to enhance pedestrian and bicycle safety. Roundabouts are not always the appropriate solution. General principles and considerations for the design of modern roundabouts include the following:

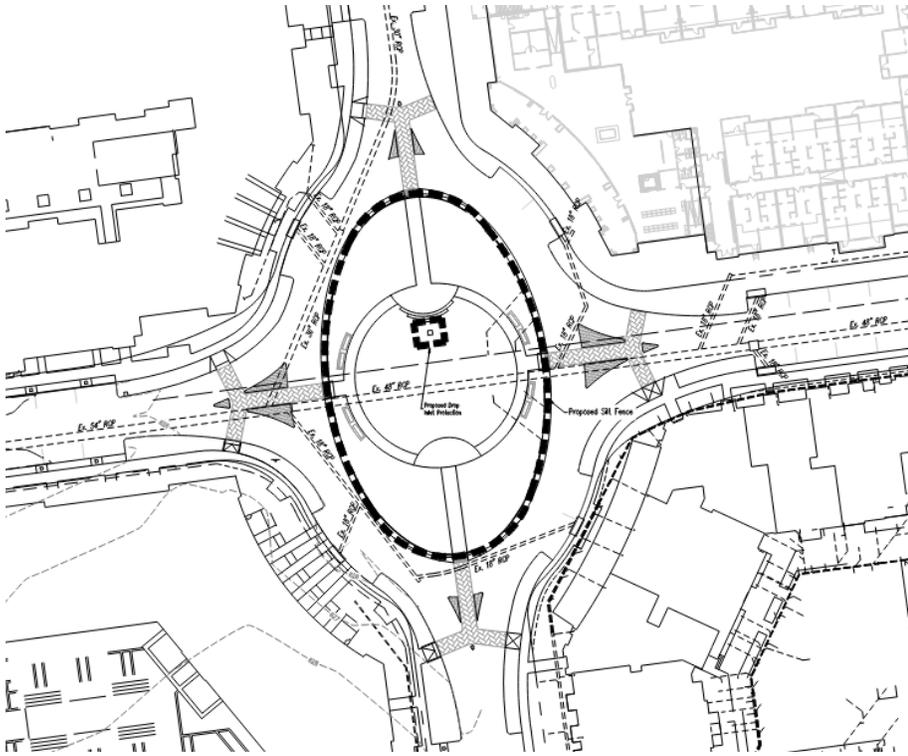
- Type of design vehicle;

- Use by disabled and visually impaired persons; and
- Effects on pedestrian route directness.

A modern roundabout should be designed to reduce the relative speeds between conflicting traffic streams and the absolute speed of vehicles and to improve pedestrian safety. The curved path that vehicles must negotiate slows the traffic. Vehicles entering need to be properly deflected and yield to traffic already in the circulating roadway of the roundabout. Internal speed operating or target speeds shall be between 15 and 19 mph.



A modified version of a modern roundabout, an ovalabout, may also be used.



CURB EXTENSIONS

Curb extensions (also called nubs, bulb-outs, knuckles, or neck-downs) extend the line of the curb into the traveled way, reducing the width of the street. Curb extensions typically occur at intersections but can be used at midblock locations to shadow the width of a parking lane, bus stop, or loading zone. These are called chokers. Curb extensions can provide the following benefits:

- Reduce pedestrian crossing distance and exposure to traffic;
- Improve driver and pedestrian visibility at intersections;
- Separate parking maneuvers from vehicles turning at the intersections;
- Visually and physically narrow the traveled way, resulting in a calming effect;
- Encourage and facilitate pedestrian crossing at preferred locations;
- Keep vehicles from parking too close to intersections and blocking crosswalks;
- Provide wider waiting areas at crosswalks and intersection bus stops;
- Reduce the effective curb-return radius and slow turning traffic;
- Provide space for level landings and clear space required at pedestrian push buttons, as well as double perpendicular curb ramps with detectable warnings; and
- Provide space for streetscape elements if extended beyond crosswalks.

Curb extensions serve to better define and delineate the travelway as being separate from the parking lane and streetside. They are used only where there is on street parking and the distance between curbs is greater than what is needed for the vehicular traveled way.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5500

Agenda Date: 9/11/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Zoning Case

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District on approx. 210 acres, being a 20.6-acre tract of land situated in the J. Lawrence Survey, Abstract No. 616, and a 189.4-acre tract of land situated in the M. Gregg Survey, Abstract No. 385, J. Lawrence Survey, Abstract No. 616, and the H. Henderson Survey, Abstract No. 432; City of Mansfield, Ellis County, Texas, located east of State Highway 360, south of Lone Star Road, and south of Britton Road.; Arcadia, Developer (ZC#23-005)

Requested Action

To consider the subject request for zoning change.

Recommendation

The Planning and Zoning Commission met on September 5, 2023, and voted 6 to 0 (with one absence) to recommend approval.

- Ayes: 6 - Axen, Thompson, Goodwin, Mainer, Bennett, and Moses
- Nays: 0
- Abstain: 0
- Absence: 1 - Shaw

The request is to consider a change in zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District. The request is a companion item to the public hearing and reading of the text proposed and presented for the T, Toll Road 360 Form-based Development District. The Department of Planning and Development Services recommends approval of this change in zoning request.

Description/History

This is a request to rezone approximately 210 acres of property east of State Highway 360 and south of Lone Star and Britton Roads from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District. The T, Toll Road 360 Form-based Development District intends to encourage and enable “harmonious and coordinated development and to create “walkable pedestrian environments that complement the existing housing stock by offering a variety of building types to serve mixed generations.”

The proposed text of the T, Toll Road 360 Form-based Development District, if approved by the City Council, is the zoning designation proposed to guide and direct development

patterns on this property. A form-based development district that is similar in structure and organization to the D, Downtown District and the S, South Mansfield Form-based Development District, the T, Toll Road 360 Form-based Development District contains a specific set of development rules and regulations that intend to deliver distinct economic, physical, and social outcomes that are consistent with the community's vision for the future, the community's expectation for growth and development, and a healthy and robust local economy.

This request was most recently heard and tabled by The Planning and Zoning Commission on July 25, 2023, with a vote of 6-0-1 (with one absence) to table the case until the August 7, 2023 Planning and Zoning Commission meeting.

This request was also tabled by the Planning and Zoning Commission on August 7, 2023 with a vote of 6-1 (with one nay vote) until August 21, 2023.

On August 21, 2023, the Planning and Zoning Commission voted to table the request 7-0 until the September 5, 2023 meeting.

The Planning and Zoning Commission approved this request with a vote of 6-0-1 (with one absence) on September 5, 2023.

The Department of Planning and Development Services recommends approval of this change in zoning request.

Attachments

Ordinance

Maps and Supporting Information

Exhibit A - Legal Description

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 THE T, TOLL ROAD 360 FORM-BASED DEVELOPMENT DISTRICT; 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 T, Toll Road 360 Form-Based Development District; 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 regulating plan required under Section 155.074 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.

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.

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 11TH DAY OF SEPTEMBER, 2023.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 25TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney



ZC 23-005

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.

4/20/2023

Property Owner Notification for ZC 23-005

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
2;PT3 1 O T BRITTON		BRITTON UNITED METHODIST	4510 BRITTON RD	MANSFIELD, TX	76065
385 M GREGG 0.0307 ACRES		TEXAS DEPARTMENT OF TRANSPORTA	125 E 11TH ST	AUSTIN, TX	78701
385 M GREGG 0.26 ACRES		TEXAS DEPARTMENT OF TRANSPORTA	125 E 11TH ST	AUSTIN, TX	78701
385 M GREGG 1.622 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
385 M GREGG 15.81 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
385 M GREGG 19.1659 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
385 M GREGG 2.7571 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
385 M GREGG 3.216 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
385 M GREGG 7.85 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
4;PT3& 5;6 1 O T BRITTON 2.388 ACRES		MARTIN MARIA E	932 COOK ST	MIDLOTHIAN, TX	76065
432 LOTS 1-3 & PT4 & 10 & 11 & PT 12 BLK 10 432 H HENDERSON		SOUTHWEST DYNAMICS SERVICE INC	PO BOX 201807	ARLINGTON, TX	76006
432 H HENDERSON 0.5 ACRES		BALLARD JOE ETAL	1200 N HOUSTON ST	COMANCHE, TX	76442--178
432 H HENDERSON 1.5 ACRES		BRITTON CEMETERY	4510 BRITTON RD	MANSFIELD, TX	76065--400
432 H HENDERSON 65.603 ACRES		ABRAMS MYRNA P	2315 MEADOW DR SOUTH	WILMETTE, IL	60091--220
432 H HENDERSON & 616 J LAWRENCE 69.500 ACRES		MC VEAN MELINDA LOU & FRED BAL	1200 N HOUSTON ST	COMANCHE, TX	76442--178
616 385 J LAWRENCE M GREGG 0.223 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725

Thursday, April 20, 2023

Page 1 of 3

Property Owner Notification for ZC 23-005

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
616 385 J LAWRENCE M GREGG 19.575 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
616 385 J LAWRENCE M GREGG 1.755 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
616 385 J LAWRENCE M GREGG 16.263 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
616 385 J LAWRENCE M GREGG 36.26 ACRES		PHILLIPS FAMILY LIVING TRUST	3320 CHADWELL	DALLAS, TX	75234
616 J LAWRENCE 0.667 ACRES 75234--512		PHILLIPS JUDITH A	3320 CHADWELL DR	FARMERS BRANCH, TX	
616 J LAWRENCE 1.886 ACRES		SUNBELT LAND INVESTMENT 360 LT	*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
616 J LAWRENCE 101.284 ACRES		SUNBELT LAND INVESTMENT 360 LT	*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
616 J LAWRENCE; 432 H HENDERSON 5.217 ACRES		GREENWAY TRAILS OWNERS ASSOCIA	5757 ALPHA RD STE 680	DALLAS, TX	75240--478
8 1 O T BRITTON 0.517 ACRES		CLARK RONALD CHARLES	920 NOAH ST	MANSFIELD, TX	76065--902
E 225 OF 1 1 O T BRITTON 1.031 ACRES		MASSEY DANIEL J	4150 BRITTON RD	MANSFIELD, TX	76063--871
GREGG, MELTON SURVEY	A 560	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
J LAWRENCE 5.068 AC		TARRANT CO WATER	800 E NORTHSIDE DR	FORT WORTH, TX	76102--101
LOT 1 BLK 1 CREED CONCEPTS ADDN .408 AC		CREED CONCEPTS LLC SERIES C	1105 HUNTINGTON TRL	MANSFIELD, TX	76063
LOT 10 BLK 1 O T BRITTON-REV 0.516 AC		MIZER BILLY & KIMBERLY KELLY	936 NOAH ST	MIDLOTHIAN, TX	76065
LOT 1R BLK 1 MARANATHA RANCH 5.392 AC		MASSEY DAN J	4000 BRITTON RD	MANSFIELD, TX	76063
LOT 6R1, 6R2 & 6R3 BLK 2 O T BRITTON-REV 0.594 AC		HARTMAN BEN	509 ALVARADO ST	MANSFIELD, TX	76063--193
LOT 7 BLK 2 O T BRITTON-REV 1.085 AC		MASON SANDRA L	936 COPE ST	MIDLOTHIAN, TX	76065
LOT 9 BLK 1 O T BRITTON-REV 0.691 AC		CUEVAS KENEDI H	950 E PLEASANT DR	DALLAS, TX	75217--446
LOT PT 4 BLK 6 O T BRITTON-REV 0.881 AC		MASSEY DAN J	4150 BRITTON RD	MANSFIELD, TX	76063--871

Property Owner Notification for ZC 23-005

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
LOT PT 5 BLK 1 O T BRITTON-REV 0.37 AC		STORY HAROLD R & SUE	4224 BRITTON RD	MANSFIELD, TX	76063--872
LOT PT 6 O T BRITTON-REV	0.17 AC	MUWAQUET MARWAN F	9606 FAIRWAY VISTA DR	ROWLETT, TX	75089
LOT PT 7 BLK 1 O T BRITTON-REV .496 AC		TRIPLE K ASSETS LLC	2909 TURNER WARNELL RD	ARLINGTON, TX	76001
NEILL, SAMUEL C SURVEY	A 1159	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
NEILL, SAMUEL C SURVEY	A 1159	BUTLER HERITAGE LLC	PO BOX 297	LANCASTER, TX	75146
W 150 OF 111 O T BRITTON	0.689 ACRES	MASSEY FRANK A	3953 BETTY LN	CLEBURNE, TX	76031--000
WPT 5 1 O T BRITTON	0.5 ACRES	MASSEY DANIEL JAY	4150 BRITTON RD	MANSFIELD, TX	76063--871

METES AND BOUNDS DESCRIPTION TRACT 1

BEING a tract of land situated in the Joseph Lawrence Survey, Abstract No. 616, Ellis County, Texas, being part of a tract conveyed to Three Sixty Realty, by deed recorded in Volume 789, Page 234 of the Deed Records of Ellis County, Texas and Phillips Family Living Trust, by deed recorded in Volume 1106, Page 599 of the Deed Records of Ellis County, Texas with the subject tract being more particularly described as follows:

BEGINNING at the northwest corner of a tract of land conveyed to Sunbelt Land Investments / 360 Ltd., by deed recorded in Volume 2746, Page 1136 of the Deed Records of Ellis County, Texas and lying in the northeast right-of-way line of State Highway 360 (variable width right-of-way);

THENCE around a curve to the left along said northeast line of State Highway 360, having a central angle of 12°58'09", a radius of 5969.58 feet, a chord of N 12°18'07" W - 1348.35 feet, an arc length of 1351.23 feet;

THENCE, N 18°47'11" W, 101.64 feet along said southeast line of State Highway 360, to a point lying in the southwest line of Tarrant County Water Control, by deed recorded in Volume 531, Page 541 of the Deed Records of Ellis County, Texas;

THENCE, S 52°43'27" E, 1699.40 feet along said southwest line of Tarrant County Water Control tract to the north corner of said Phillips Family Living Trust tract;

THENCE, S 52°28'13" E, 409.60 feet to the most eastern corner of said Phillips Family Living Trust tract and lying in a northerly line of Sunbelt Land Investments / 360 tract;

THENCE, S 63°07'54" W, 372.35 feet to an interior ell corner of said Sunbelt Land Investments / 360 tract;

THENCE, N 30°31'30" W, 306.48 feet to an interior ell corner of said Sunbelt Land Investments / 360 tract;

THENCE, S 75°08'39" W, 899.32 feet along said northerly line of Sunbelt Land Investments / 360 tract to the POINT OF BEGINNING with the subject tract containing 899,317 square feet or 20.6 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

METES AND BOUNDS DESCRIPTION – TRACT 2

BEING a tract of land situated in the Milton Gregg Survey, Abstract No. 385, Joseph Lawrence Survey, Abstract No. 616 and the Hugh Henderson Survey, Abstract No. 432 in Ellis County, Texas, being part of a tract conveyed to Three Sixty Realty Inc. by deed recorded in Volume 789, Page 234 of the Deed Records of Ellis County, Texas, and Phillips Family Living Trust, by deed recorded in Volume 2556, Page 2207 of the Deed Records of Ellis County, Texas, and Melinda Lou McVean by deed recorded in Volume 2392, Page 483 of the Deed Records of Ellis County, Texas, and Myrna Abrams by deed recorded in Volume 2575, Page 2189 of the Deed Records of Ellis County, Texas, and Fred B. Ballard by deed recorded in Volume 1806, Page 2460 of the Deed Records of Ellis County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a southwest corner of said Three Sixty Realty tract, lying in the northeast right-of-way line of State Highway 360 (variable width right-of-way) and lying in the north line of Tarrant County Water Control, by deed recorded in Volume 531, Page 538 of the Deed Records of Ellis County, Texas;

THENCE along said northeast line of State Highway 360, the following courses and distances:

N 18°47'11" W, 291.27 feet; N 01°36'17" E, 53.87 feet;

N 18°47'11" W, 129.12 feet; N 50°01'49" E, 52.12 feet;

N 15°56'33" W, 144.88 feet to a point lying in the centerline of Lone Star Road;

THENCE along said centerline of Lone Star Road, the following courses and distances:

N 59°50'58" E, 305.20 feet; N 29°59'28" W, 75.59 feet;

N 59°47'15" E, 114.84 feet;

S 29°53'13" E, 5.87 feet to the northwest corner of said Phillips Family Living Trust tract;

N 60°06'47" E, 117.74 feet to the northwest corner of a tract of land conveyed to City of Mansfield, by deed recorded in Instrument No. 2245479 of the Deed Records of Ellis County, Texas;

THENCE around the boundary of said City of Mansfield tract, the following courses and distances:

S 29°53'13" E, 545.83 feet;

N 61°17'33" E, 582.04 feet to the northwest corner of said Melinda Lou McVean tract;

N 60°22'31" E, 652.78 feet;

N 30°15'29" W, 800.00 feet to the northwest corner of said Ballard tract and lying in the centerline of Britton Road;

THENCE, N 89°14'31" E, 1492.78 feet along said Britton Road to the northwest corner of Lot 1-R, Block 1 of Maranatha Ranch Addition, an addition to Ellis County, Texas, according to the plat thereof recorded in Cabinet D, Page 256 of the Plat Records of Ellis County, Texas;

THENCE along the boundary of said Lot 1-R, Block 1, the following courses and distances:

May 2, 2023

S 01°17'07" E, 213.06 feet; S 19°48'31" W, 181.44 feet;
N 65°11'29" W, 192.67 feet; S 64°29'31" W, 578.74 feet;
S 30°20'08" E, 320.06 feet to the northwest corner of said Myrna Abrams tract;
N 64°29'31" E, 694.54 feet;
N 16°55'29" W, 125.71 feet;
N 19°48'31" E, 195.03 feet;
N 70°17'29" W, 15.00 feet;
N 01°11'29" W, 106.45 feet;
N 43°48'31" E, 77.78 feet;
N 00°03'49" W, 43.92 feet to the northwest corner of said Abrams tract;

THENCE, N 89°56'11" E, 225.23 feet along said centerline of Britton Road to the northwest corner of The Original Town of Britton Addition, an addition to Ellis County, Texas, according to the plat thereof recorded in Volume 158, Page 45 of the Plat Records of Ellis County, Texas;

THENCE along the southwest line of Original Town of Britton, the following courses and distances:

S 07°00'12" E, 24.57 feet;
S 00°03'49" E, 200.00 feet;
N 89°41'11" E, 300.28 feet;
S 35°18'49" E, 991.11 feet to a northern corner of Corp. of Engineers tract;

THENCE, S 17°41'11" W, 423.06 feet to a northern line of Britton Cemetery;

THENCE, S 76°48'57" W, 197.52 feet to a 114 foot x 381 foot save and except tract out of Britton Cemetery;

THENCE, S 11°48'49" E, 381.00 feet along said save and except tract;

THENCE, N 78°11'11" E, 202.02 feet along said save and except tract at a corner of said Corp. of Engineers tract;

THENCE, S 06°34'48" E, 872.63 feet along said western line of said Corp. of Engineers tract to the northeast corner of a tract of land conveyed to Greenway Trails Owners Association, by deed recorded in Instrument No. 2122809 of the Deed Records of Ellis County, Texas;

THENCE, S 89°51'37" W, 780.69 feet to the southwest corner of said Myrna Abrams tract;

THENCE, S 89°14'31" W, 322.22 feet to the northwest corner of said Greenway Trails Owners Association tract and the northeast corner of said Sunbelt Land Investments tract;

May 2, 2023

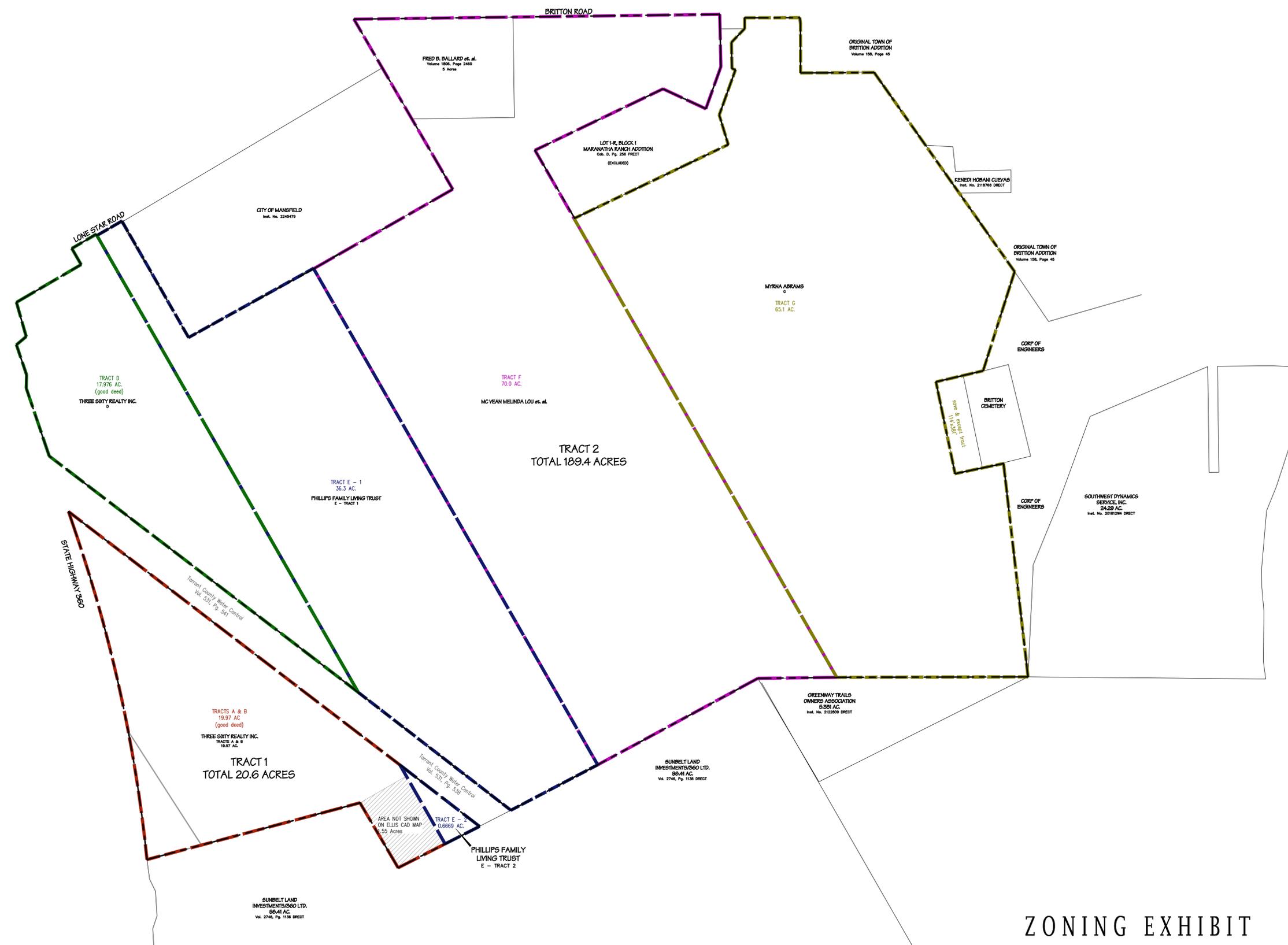
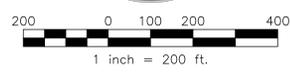
THENCE, S 61°44'31" W, 741.67 feet to the southwest corner of said Melinda Lou McVean tract;

THENCE, S 62°29'06" W, 399.37 feet to the most southern corner of said Phillips Family Living Trust tract;

THENCE, N 52°26'13" W, 785.00 feet to the southern corner of said Three Sixty Realty tract;

THENCE, N 52°43'03" W, 1585.54 feet along the southwest line of said Three Sixty Realty tract, to the POINT OF BEGINNING with the subject tract containing 8,251,953 square feet or 189.4 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



Drawing: 03/2023_08521-255_Mansfield_240_AASURVEYING\DWG\21-255_Surveying_Solved By: Drown_ Save Time: 5/27/2023 4:39:48 PM
Plotted by: Drown Plot Date: 5/27/2023 4:39:48 PM

SPIARS
 ENGINEERING & SURVEYING
 765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
 TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

ZONING EXHIBIT
 CITY OF MANSFIELD
 ELLIS COUNTY, TEXAS



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5547

Agenda Date: 9/11/2023

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Public Hearing - Public Hearing Continuation and Second and Final Reading on the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

Requested Action

Provide an opportunity for the citizens of Mansfield to offer their ideas regarding the FY 2023/2024 proposed budget.

Recommendation

Receive citizen and City Council input regarding the FY 2023/2024 proposed budget.

Description/History

This is the first of two public hearings regarding the proposed FY 2023/2024 budget.

Please note that a vote to adopt the budget ordinance will be presented at the City Council meeting scheduled for September 11, 2023.

Justification

Provide for the annual service program for the City of Mansfield, Texas for Fiscal Year 2024.

Funding Source

N/A

Prepared By

Jennifer Goldthwaite
817-276-4263



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5546

Agenda Date: 9/11/2023

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Public Hearing - Public Hearing Continuation and Second and Final Reading on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Requested Action

Provide an opportunity for the citizens of Mansfield, Texas to offer their ideas regarding the FY 2023/2024 tax rate.

Recommendation

Receive citizen and City Council input regarding the tax rate.

Description/History

The City of Mansfield, Texas has announced a tax rate of \$0.659293 to support the budget for Fiscal Year 2024. The public hearing is to receive input from the public about the tax rate.

Justification

Provide for the annual service program to the City of Mansfield, Texas for Fiscal Year 2024.

Please note that a vote to adopt the tax rate ordinance will be presented at the City Council meeting scheduled for September 11, 2023.

Funding Source

N/A

Prepared By

Jennifer Goldthwaite
817-276-4263



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5570

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Ordinance

Title

Ordinance - Consideration and Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, in Accordance with the Charter of the City of Mansfield, and Making Appropriations for Each Fund and Department

Requested Action

Vote to adopt the FY2024 Budget Ordinance.

Recommendation

Approve the attached ordinance that directs the expenditure of funds for General Services, Park Development, Economic Development, and Capital Development within the City of Mansfield, Texas.

Description/History

Staff presented the FY2024 Balanced Budget during a public hearing on August 28, 2023, to receive City Council and citizen input. No citizen input was received, and City Council had no changes to budget as it was presented.

Justification

Provide for the annual service program for the City of Mansfield, Texas for Fiscal Year 2024.

Funding Source

Ad Valorem Tax, Sales Tax, and Various Other Revenue Sources

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of Mansfield, of Tarrant, Ellis and Johnson Counties, has submitted to the City Council a proposed budget of the revenues of said City and the expenditures of conducting the affairs thereof and providing a complete financial plan for 2023-2024, and which said proposed budget has been compiled from detailed information obtained from the divisions, departments, and offices of the City; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by all state and local statutes and complied with the Texas Open Meetings Act.

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

SECTION 1.

That the proposed budget of the revenues of the City of Mansfield and the expenditures of conducting the affairs thereof, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2023 and ending September 30, 2024, as submitted to the City Council by the City Manager of said City, be, and the same is in all things adopted and approved as the budget of all current expenditures as well as fixed charges against said City for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 2.

That the sum of \$94,745,797 is hereby appropriated out of the General Fund for the payment of operating expenses and capital outlay of the City Government as established in the budget document.

SECTION 3.

That the sum of \$20,565,033 is hereby appropriated out of the General Obligation Debt Service Fund paying principal and interest due on general obligation debt as it matures and creating a sinking fund.

SECTION 4.

That the sum of \$40,584,227 is hereby appropriated out of the Street Construction Fund for the purpose of constructing permanent street improvements and other related costs.

SECTION 5.

That the sum of \$32,779,539 is hereby appropriated out of the Building Construction Fund for the purpose of constructing building improvements and other related costs.

SECTION 6.

That the sum of \$6,250,467 is hereby appropriated out of the Equipment Replacement Fund for the purpose of purchasing new equipment and replacement equipment.

SECTION 7.

That the sum of \$43,791,845 is hereby appropriated out of the Water and Sewer revenues for the purpose of paying operating expenses, transfers, and capital outlay for the Water and Sewer system.

SECTION 8.

That the sum of \$3,841,100 is hereby appropriated out of the Water and Sewer Revenue Debt Fund for the purpose of paying interest and principal requirements on water and sewer revenue bonds.

SECTION 9.

That the sum of \$63,687,554 is hereby appropriated out of the Utility Construction Fund for the purpose of making permanent improvements to the utility system and other related costs.

SECTION 10.

That the sum of \$2,238,098 is hereby appropriated out of the Drainage Fund for the purpose of paying operating expenses and improving the City's drainage system.

SECTION 11.

That the sum of \$526,238 is hereby appropriated out of the Drainage Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 12.

That the sum of \$3,751,644 is hereby appropriated out of the Drainage Construction Fund for the purpose of constructing drainage improvements for the City's drainage system.

SECTION 13.

That the sum of \$9,950,070 is hereby appropriated out of the Mansfield Park Facilities Development Corporation for the purpose of paying expenses to operate and maintain

recreational and cultural facilities, with related costs thereto, and amending, approving, and adjusting various park fees as approved by the Mansfield Park Facilities Development Corporation.

SECTION 14.

That the sum of \$3,164,077 is hereby appropriated out of the Mansfield Park Facilities Development Corporation for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 15.

That the sum of \$18,250,432 is hereby appropriated out of the Parks Construction Fund for the purpose of paying for developing and constructing recreational facilities and related costs.

SECTION 16.

That the sum of \$7,498,544 is hereby appropriated out of the Economic Development Fund for the purpose of Economic Development and other related costs, to include paying for approved economic development projects.

SECTION 17.

That the sum of \$2,660,028 is hereby appropriated out of the Economic Development Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 18.

That the sum of \$1,005,000 is hereby appropriated out of the Hotel/Motel Funds for the purpose of promoting the arts, history and tourism.

SECTION 19.

That the State of Texas did authorize a vote of the people on an amendment to the Texas Constitution permitting an exemption of the assessed valuation of resident homesteads of persons sixty-five years of age or older, and such amendment was voted on by the electorate of the State of Texas and was duly adopted by the residents of the State of Texas. That resident homesteads of persons Sixty-Five (65) years of age or older shall be entitled to receive a Fifty Thousand and 00/100 Dollars (\$50,000) exemption of the assessed valuation of said resident homestead. The City of Mansfield did authorize a 14% Homestead Exemption for all residential homesteads. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Mansfield and it is accordingly so ordained.

SECTION 20.

At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Transfers between departments or funds require council approval.

SECTION 21.

That Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 22.

That this Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

SECTION 23.

That the City Manager shall file or cause to be filed a true and correct copy of said approved budget, along with this Ordinance, with the City Secretary, of the City of Mansfield, Texas.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5571

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Ordinance

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Requested Action

Vote to Adopt the Tax Rate Ordinance for FY2024, setting the proposed tax rate at \$0.659293.

Recommendation

Adopt the Ordinance setting the tax rate at \$0.659293 for FY2024.

Description/History

Staff announced a proposed tax rate of \$0.660000 to support the budget for Fiscal Year 2024 during a public hearing held on August 28, 2023. No citizen input was received, however, one council member requested that Finance look at reducing the rate further to \$0.659293. Staff agreed that this tax rate could be imposed with minimal impact on the budget as presented. The proposed rate represents a decrease to the current tax rate, and the proposed tax rate is lower than the Voter Approval Tax Rate; therefore, the City is not required to hold an election to seek voter approval of the tax rate. The \$0.659293 tax rate is comprised of \$0.223129 for Debt and \$0.436164 for Operations and Maintenance.

Justification

Provide for the annual service program to the City of Mansfield, Texas for Fiscal Year 2024.

Funding Source

Ad Valorem Taxes

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2023 (FISCAL YEAR 2023-2024) AT A RATE OF \$0.659293 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2023, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Mansfield hereby finds that the tax rate for the fiscal year beginning October 1, 2023, and ending September 30, 2024, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024; and,

WHEREAS, all statutory, constitutional, and charter requirements concerning the levying and assessing of ad valorem taxes have been complied with; and,

WHEREAS, the City Council approved a motion in the form of “I move that the property tax rate be increased by the adoption of a tax rate of \$0.659293 per \$100 of assessed valuation, which is effectively a 8.29% increase in the tax rate,” demonstrating the City Council is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1.

That there be and is hereby levied for the tax year 2023 (fiscal year 2023-2024) on all taxable property, real, personal, and mixed, situated within the limits of the City of Mansfield, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.659293 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City, a tax of \$0.436164 on each One Hundred Dollars (\$100.00) assessed value on all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL

EFFECTIVELY BE RAISED BY 1.18 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY - \$28.27.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of **\$0.223129** on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 2.

That all ad valorem taxes shall become due and payable on October 1, 2023, and all ad valorem tax for the year shall become delinquent after January 31, 2024. There shall be no discount for payment of taxes prior to January 31, 2024. A delinquent tax shall incur all penalty and interest authorized by law (33.01 Texas Tax Code), to wit: a penalty of six percent of the amount of the tax for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2024, incur an additional penalty of twenty percent of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the City's Tax Collection Attorney pursuant to Section 33.07 of the Texas Tax Code.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2023 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 3.

Taxes are payable at 100 E. Weatherford, Room 102C, Fort Worth, Texas 76196-0301 at the office of the Tarrant County Tax Assessor-Collector. The County shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 4.

That the tax rolls, as presented to the City Council, together with any supplement thereto, be, and the same are hereby approved.

SECTION 5.

The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the tax year 2023, this ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5585

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution to Approve an Economic Development and Performance Agreement between the Mansfield Economic Development Corporation and M.R. DEVELOPMENT CORPORATION, and CARLETON DEVELOPMENT, LTD; and Authorize the Board President to Execute the Agreement

Requested Action

Consider the Resolution

Recommendation

To Approve the Resolution

Description/History

A development known as the Campbell development, consists of 12.899 acres and is generally located south of the Julian apartment development near Toll Road 360. As proposed, the property will be developed for multi-family residential, rowhouse, neighborhood-oriented commercial and civic space. It is expected that the design of the site and the arrangement of buildings will create a mixed-use destination that is focused on distinct architecture and complementary amenities. Due to the commercial development within the project, a portion of Harmon Road is required to be improved in order to obtain a building permit. The cost of the road will range from \$300,000 to \$500,000 to construct. The MEDC Board and then City Council, met in executive session and both parties gave staff direction to recommend a performance agreement with the developer to assist with the cost of the roadway improvements. The conditions of a grant to be reimbursed, require 50% to be paid upon commencement of vertical construction of the commercial component of the development, and the other 50% upon Certificate of Occupancy of the commercial space.

The total amount of the grant is based on actual costs of the Harmon Road improvements and is capped at \$323,400.

Justification

To assist with the commercial development of a mixed-use development

Funding Source

MEDC, Type A funding

Prepared By
Jason Moore, Economic Development

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (“MEDC”) AND M.R. DEVELOPMENT CORPORATION, AND CARLETON DEVELOPMENT, LTD., AND AUTHORIZING ITS EXECUTION BY THE PRESIDENT OF THE MEDC; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has been presented a proposed Economic Development and Performance Agreement by and between M.R. DEVELOPMENT CORPORATION, and CARLETON DEVELOPMENT, LTD., a copy of which is attached hereto as Exhibit “A”: and incorporated herein by reference; and,

WHEREAS, upon full review and consideration of the Economic Development and Performance Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and the MEDC President shall be authorized to execute on behalf of the MEDC.

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

SECTION 1.

The terms and conditions of the Economic Development and Performance Agreement attached hereto as exhibit “A” have been reviewed by the City Council of the City of Mansfield, and found to be acceptable and in the best interest of the City of Mansfield and its citizens, and is hereby in all things approved.

SECTION 2.

The President of the MEDC is hereby authorized to execute the Economic Development and Performance Agreement, and all other documents in connection therewith, on behalf of the MEDC, substantially according to the terms and conditions set forth in the Agreement.

SECTION 3.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 11TH DAY OF SEPTEMBER, 2023.

“

Michael Evans, Mayor

Resolution No. _____

23-5585

Page 2 of 2

ATTEST:

Susana Marin, City Secretary

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN
THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
M.R. DEVELOPMENT CORPORATION AND CARLETON DEVELOPMENT, LTD.**

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

RECITALS:

WHEREAS, Company is the developer of a Project, hereinafter defined, known as CAMPBELL DEVELOPMENT located, in the City of Mansfield, Texas (the “Property”), as further described in **Exhibit A**, attached hereto and incorporated herein for all legal purposes; and

WHEREAS, Company intends to develop the Project as further described in **Exhibit B**, attached hereto and incorporated herein for all legal purposes; and

WHEREAS, as a component of the development of the Project, Company will be constructing roadway improvements on Harmon Road, as shown in **Exhibit C**, attached hereto and incorporated herein for all legal purposes; and

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

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

**ARTICLE 1
DEFINITIONS**

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

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

construction, but not land cost, insurance costs, legal fees and expenses, marketing costs, or any interest paid to finance the cost of Capital Investment.

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

“City” means the City of Mansfield, Texas.

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

“Commercial Development” means the construction of an approximately 1,200 square foot portion of the Project to be developed by Company on the Property, as shown on the attached Exhibit B.

“Director” means the Executive Director of the Mansfield Economic Development Corporation, or his or her designee.

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

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

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

“FTE” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours without regard to whether individuals in those positions are the same as those in previous counts.

“Grants” means the payments to be made by Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements, the aggregate of such payments being 100% of the actual costs of the Improvements, but in no event an amount not to exceed \$323,400. The Grants will be paid in two equal installments, as described in Article 4. Each individual payment shall mean a “Grant.”

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

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

“Payment Request #1” means a written request from Company to Corporation for payment of 50% of the Grants. The written request must be accompanied by (i) proof of Commencement of Construction; and (ii) documentation of actual construction costs of the Improvements, in a manner and form acceptable to the Director.

“Payment Request #2” means a written request from Company to Corporation for payment of the remaining 50% of the Grants. The written request must be accompanied by proof of a Certificate of Occupancy for the Commercial Development.

“Project” means the mixed-use development as further illustrated in **Exhibit B**.

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

ARTICLE 2 TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement or extended for a Force Majeure Event under the terms of this Agreement.

ARTICLE 3 COVENANTS OF COMPANY

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

- (a) Take all actions necessary to receive a Certificate of Occupancy for the Commercial Development no later than June 30, 2026;
- (b) Make a Capital Investment of no less than \$60,000,000 for the Project, including the Commercial Development;
- (c) Make the Improvements on the Property; and
- (d) Comply with all building codes and other ordinances of the City applicable to the design and construction of the Commercial Development and Improvements.

3.02 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to Corporation the full amount of all payments made under Section 4 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company is convicted of a violation.

ARTICLE 4 GRANTS BY CORPORATION

Provided that Company is in compliance with the terms of this Agreement, no default then exists and remains uncured by Company, and upon full satisfaction by Company of the conditions set forth above in Article 3, Corporation will pay Company the Grants in two (2) equal installments as stated in this Article. Corporation shall pay the first Grant within thirty (30) days of receipt of Payment Request #1 from Company. Corporation shall pay the second Grant within thirty (30) days of receipt of Payment Request #2 from Company.

ARTICLE 5 TERMINATION, OFFSET, AND REPAYMENT

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

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

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City by Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the

debt due to City has been reduced to a judgment by a court. Such offset right shall not apply to any sum timely and properly protested and contested in accordance with applicable law.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(d), Company shall immediately refund to Corporation an amount equal to the amount of the Grants that have been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base commercial lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Corporation) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 ACCESS TO INFORMATION

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

ARTICLE 8 GENERAL PROVISIONS

8.01 Mutual Assistance. Company and Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

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

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

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

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

8.06 Successors and Assigns.

- (a) Assignment. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of its rights and obligations hereunder only upon prior written approval of Corporation, such approval not to be unreasonably withheld, conditioned or delayed.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Commercial Development and Improvements, all rights, title, and interests of Company to receive the Grants under this Agreement. Such collateral assignments: (i) shall require the prior written consent of Corporation, which shall not be unreasonably delayed, conditioned, or withheld, and Corporation agrees to execute such reasonable consent forms as may be required to evidence such consent; (ii) shall require notice to Corporation together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this

Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with Corporation's legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to Corporation's board of directors for approval.

8.07 Notice. Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, properly addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

COMPANY: Carleton Development, Ltd.
4201 Spring Valley Road, Suite 800
Dallas, Texas 75244
Attn: Jeff Fulenchek

M.R. Development Corporation
100 North Mitchell Road
Mansfield, Texas 76063
Attn: Kim McCaslin

With copy to: Harris, Finley & Bogle, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Attn: Kendall D. Adair

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

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

8.08 Interpretation. Each of the parties acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

8.13 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of any of the following (each a “**Force Majeure Event**”): strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of or not within the reasonable control of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then, upon written notice to the other party as soon as practically possible after the occurrence of the Force Majeure Event, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of either party under this Agreement.

8.14 Attorney’s Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney’s fees and costs of court.

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

8.16 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of City for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation,

by virtue of its relationship with its authorizing unit, the, by law, and given to it by the State of Texas as part of the State's sovereignty.

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

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

Signature Page Follows

EXECUTED by Corporation, signing by and through its Board President, duly authorized to execute same and by Company, acting through its duly authorized officials.

"Corporation"
MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION

By: _____
David Godin, Board President

ATTEST:

Nicole Zaitoon, Board Secretary

"Company"
M. R. DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Kim McCaslin, Vice President

CARLETON DEVELOPMENT, LTD.,
a Texas limited partnership

By: GH Southwest II, Inc.,
a Texas corporation
its general partner

By: _____
Jeffrey Fulenchek, Vice President

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by David Godin, President of the Board of Directors of the Mansfield Economic Development Corporation.

Notary Public in and for the State of Texas

M.R. DEVELOPMENT CORPORATION

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Kim McCaslin, President of MR Development, LLC.

Notary Public in and for the State of Texas

CARLETON DEVELOPMENT, LTD.

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jeff Fulenchek, Vice-President of GH Southwest II, Inc., a Texas corporation, the general partner of Carleton Development, Ltd., a Texas limited partnership.

Notary Public in and for the State of Texas

EXHIBIT “A”

Property

EXHIBIT “B”

Project

EXHIBIT “C”

Improvements

PROJECT INFORMATION - TOTAL

SITE AREA: 12.893 GROSS ACRES
10.428 NET ACRES

UNIT TABULATION

1 BEDROOM UNITS:	151 59.22%
2 BEDROOM UNITS:	96 37.65%
3 BEDROOM UNITS:	8 3.14%
TOTAL UNITS:	255 UNITS
GROSS DENSITY:	19.78 DU/AC
NET DENSITY:	24.45 DU/AC

PARKING TABULATION

SURFACE PARKING:	320 SPACES
APARTMENT GARAGES (ASSIGNABLE):	34 SPACES
APARTMENT GARAGES (DIRECT ACCESS):	8 SPACES
ROWHOUSE GARAGES:	48 SPACES
TOTAL PARKING*:	410 SPACES
	1.61 P/DU
	1.13 P/BED

*EXCLUDES ON STREET PARKING

PROJECT INFO. - FLATS

UNIT TABULATION

1 BED. APARTMENTS:	94 59.12%
2 BED. APARTMENTS:	65 40.88%
UNITS:	159 UNITS

PARKING TABULATION

SURFACE PARKING:	216 SPACES
APARTMENT GARAGES (ASSIGNABLE):	18 SPACES
APARTMENT GARAGES (DIRECT ACCESS):	8 SPACES
TOTAL PARKING:	242 SPACES
	1.52 P/DU
	1.08 P/BED

PROJECT INFO. - BROWNSTONES

UNIT TABULATION

1 BED. APARTMENTS:	24 85.71%
2 BED. APARTMENTS:	4 14.29%
UNITS:	28 UNITS

PARKING TABULATION

SURFACE PARKING:	40 SPACES
TOTAL PARKING:	40 SPACES
	1.43 P/DU
	1.25 P/BED



Approximately 539 LF road improvements

PROJECT INFO. - SHOP HOUSE

UNIT TABULATION

LIVE/WORK UNITS:	14 31.82%
1 BED. APARTMENTS:	19 43.18%
2 BED. APARTMENTS:	11 25.00%
UNITS:	44 UNITS

PARKING TABULATION

SURFACE PARKING:	44 SPACES
APARTMENT GARAGES (ASSIGNABLE):	16 SPACES
ON STREET PARKING:	10 SPACES
TOTAL PARKING:	70 SPACES
	1.59 P/DU
	1.27 P/BED

PROJECT INFO. - ROWHOUSES

UNIT TABULATION

2 BED. ROWHOUSES:	16 66.67%
3 BED. ROWHOUSES:	8 33.33%
UNITS:	24 UNITS

PARKING TABULATION

SURFACE PARKING:	20 SPACES
ROWHOUSE GARAGES:	48 SPACES
TOTAL PARKING:	68 SPACES
	2.83 P/DU
	1.21 P/BED



CAMPBELL - SCHEMATIC SITE PLAN #7

Mansfield, Texas

22205/03.16.2023

Carleton Companies & M.R. Development

SCALE 60' = 1"





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5553

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Mansfield Park Facilities Development Corporation

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Mansfield Park Facilities Development Corporation.

Staff recommends the following appointments:

- Reappoint Scot Bowman, Lindsay Cadenhead and Bob Kowalski to serve a two-year term
- Appoint Shelley Isbell to a full time Director position for a two-year term
- Appoint Malinda Knappenberger as an Alternate for a two-year term
- Appoint Scot Bowman as Chair/President

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5554

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Mansfield Economic Development Corporation

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Mansfield Economic Development Corporation.

Staff recommends the following appointments:

- Reappoint Juan Fresquez, Todd Simmons and Nicole Zaitoon to serve a two-year term
- Appoint Jim Vaszauskas to serve a two-year term
- Appoint David Godin as Chair/President

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5555

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Planning and Zoning Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Planning and Zoning Commission.

Staff recommends the following appointments:

- Reappoint Blake Axen, Michael Bennett and Patrick Moses to a two-year term
- Appoint Michael Mainer as Chair

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5556

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Zoning Board of Adjustments

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Zoning Board of Adjustment.

Staff recommends the following appointments:

- Reappoint Eddilisa Martin and Noel Rendon to serve a two-year term
- Appoint Katt Watton as an Alternate to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5557

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Historic Landmark Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Historic Landmark Commission.

Staff recommends the following appointments:

- Reappoint Robert Smith to serve a two-year term
- Appoint Anne Weydeck and Jennifer Johnston to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5558

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Historic Preservation Advisory Board

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Historic Preservation Advisory Board.

Staff recommends the following appointments:

- Reappoint Chris O'han and Marty Thomas to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5559

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Library Advisory Board

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Library Advisory Board.

Staff recommends the following appointments:

- Reappoint Richard Ajenikoko, Debra Collins, Cynthia Gray and Bobby Quinten to serve a two-year term
- Appoint Leigh Ann Osburn to fill an unexpired one-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5560

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Keep Mansfield Beautiful Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Keep Mansfield Beautiful Commission.

Staff recommends the following appointments:

- Reappoint Alex Godina and Lisa Kammaz to serve a two-year term
- Appoint Stacy Penney to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5561

Agenda Date: 9/11/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Construction Code Board of Adjustment and Appeals

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 28, 2023 the City Council reviewed staff recommendations brought forward for the Construction Code Board of Adjustment and Appeals.

Staff recommends the following appointments:

- Reappoint Justin Gilmore, Kenneth Mott and Bobby Tutor to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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